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**WHEN RECORDED RETURN TO:**

***Ms. Rachelle M. Biondo  
Rouse Frets White Goss Gentile Rhodes, P.C.  
4510 Belleview Avenue, Suite 300  
Kansas City, Missouri 64111***

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Document Title: Easement for Water Main and Appurtenances

Date of Document: \_\_\_\_\_, 2023

Grantor Name: Velvet Tech Services, LLC  
City of Kansas City, Missouri

Grantee Name: Kansas City, Missouri

Statutory Address: 414 E. 12<sup>th</sup> Street  
Kansas City, Missouri 64106

Legal Description: See Exhibits A

Reference Book and Page: N/A

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**EASEMENT FOR  
WATER MAIN AND APPURTENANCES**

THIS EASEMENT AGREEMENT FOR WATER MAIN AND APPURTENANCES (the "**Agreement**") is made by and between **Velvet Tech Services, LLC**, a Delaware limited liability company with a mailing address of 1 Hacker Way, Menlo Park, California 94025, Attn: Data Center Site Development Portfolio Manager, with a copy to Velvet Tech Services LLC, 1 Hacker Way, Menlo Park, California 94025, Attn: Data Center Counsel ("Velvet") and the City of Kansas City, Missouri, a municipal corporation of the State of Missouri ("City") (Velvet and City are collectively referred to as "**GRANTOR**") and the **City of Kansas City, Missouri**, a municipal corporation of the State of Missouri (the "**GRANTEE**").

The **GRANTOR**, for and in consideration of **One Dollar (\$1.00)**, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, remise, release and forever Quit-Claim unto **GRANTEE**, whose mailing address is:

**Water Services Department  
Systems Engineering  
4800 E. 63<sup>rd</sup> Street  
Kansas City, MO 64130  
c/o Right-of-way Agent**

a non-exclusive **Permanent Easement** for the location, construction, reconstruction, maintenance, and repair of a water main and any and all appurtenances thereto (collectively, the "**Improvements**") over, under and through the following described tract of land lying, being, and situate in Kansas City, Platte and Clay Counties, Missouri, to-wit:

**See Exhibit "A"** attached hereto and incorporated by reference (the "**Easement Area**").

All Improvements located by the **GRANTEE** hereunder shall be located no less than 18 inches from any improvements owned by the **GRANTOR** within the Easement Area or **GRANTOR**'s adjacent property being legally described on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Adjacent Property**"). Notwithstanding the foregoing, **GRANTEE** shall not be permitted to install or construct any building or other infrastructure improvements within the Easement Area, except as specifically allowed herein.

**GRANTEE** shall obtain, at its sole cost and expense, all permits required for the construction of the Improvements ("Permits"). **GRANTEE** shall construct the Improvements in a good and workmanlike manner and in compliance with the Permits and applicable statutes, ordinances, rules, and regulations of all governing public authorities, including, but not limited to, anti-corruption laws, rules, and regulations, as those statutes, ordinances, rules, and regulations are amended from time to time.

The **GRANTEE**, its agents, employees or contractors (each, a "**Grantee Party**" and collectively, the "**Grantee Parties**") shall have the non-exclusive right to go upon the Easement

Area, for the purpose of constructing, maintaining, and repairing the Improvements (the “Easement”). In the event that the **GRANTEE** intends to perform work within the Easement Area, **GRANTEE** shall notify **GRANTOR** in writing no less than forty-five (45) days prior to entering the Easement Area, except in the case of an emergency, in which case **GRANTEE** shall provide **GRANTOR** reasonable notice under the circumstances. **GRANTEE**'s written notice shall include a detailed rendering of the proposed work to be performed. Grantor shall have the right to have a **GRANTOR** representative on site at the Easement Area during any such work. **GRANTEE** shall limit its access to existing roads and drives within the Easement Area, shall comply with any rules or restrictions prescribed by **GRANTOR**, and shall repair or reasonably compensate **GRANTOR** for any damage to the Adjacent Property outside of the Easement Area caused by **GRANTEE**'s use of the Easement Area. This paragraph shall not be interpreted to create a blanket easement over the Adjacent Property in favor of **GRANTEE** or any other party.

In the event that **GRANTEE** intends to perform any excavation within the Easement Area within five (5) feet of any improvements owned by Grantor located within the Easement Area, **GRANTEE** agrees to exclusively utilize hydro excavation or hand digging in the performance of such excavation.

The Easement granted herein shall be subject to all matters of record as of the date hereof.

The **GRANTOR** herein agrees for itself and for its successors or assigns, that the Easement Area shall be kept free from buildings or any other structures or obstructions (except grass, shrubs, fences, sidewalks, roadways, pavement, curbs, or as otherwise set forth herein) that would interfere with the **GRANTEE** in excavating upon said Easement Area for the purposes of laying, constructing, operating, maintaining or repairing the Improvements.

The **GRANTOR** herein also agrees for itself and for its successors, or assigns, that no change in the earth cover over the Improvements will be made without the written approval of the **GRANTEE'S** Director of Water Services. **GRANTEE** will permit no change in said earth cover that will result in an earth cover of less than 4.0 feet or more than 8.0 feet as measured from the top of the Improvements.

This Agreement shall not be construed to prohibit the **GRANTOR** from developing the Adjacent Property or from constructing roadways, curbing and gutters along, upon, over or across the Easement Area or any portion thereof.

**GRANTEE** agrees that it will repair or pay for any damage which may be caused to crops, fences, structures, buildings, equipment, roadways, sidewalks, curbing, gullets, improvements, or other property, whether real or personal, caused by **GRANTEE** or any Grantee Party as a result of **GRANTEE**'s use of the Easement Area. **GRANTEE** shall restore the Easement Area after exercising its rights hereunder, provided however that **GRANTEE**'s duty of restoration shall be limited to restoring the Easement Area to substantially the same condition in which it existed prior to the exercise of such rights, including, without limitation, grading and replacing roadway, sidewalk, driveway, grass, sod, or any other ground cover. The foregoing restoration shall be completed withing a reasonable period of time, taking into consideration current climate conditions.

**GRANTEE** shall ensure that no unused or spent supplies or other waste materials from the Improvements and/or the other activities by **GRANTEE** are allowed to accumulate in or on the Easement Area and/or Adjacent Property and shall further remove from the Easement Area and/or Adjacent Property all such unused or spent supplies and waste materials at such time as is reasonable under the circumstances, but in no event later than the time at which removal would be required under Environmental Laws (as hereafter defined). **GRANTEE** shall and shall cause any contractors or representatives of **GRANTEE** to handle and dispose of all such unused or spent supplies and waste materials in accordance with Environmental Laws, in each case at the sole cost and expense of **GRANTEE**. **GRANTEE** shall be responsible for all Environmental Liabilities incurred in connection with its access to or use of the Easement Area.

“**Environmental Liabilities**” shall mean all direct liabilities, losses, costs, damages, claims, obligations, actions, suits, judgments, penalties and expenses, including legal and other professional fees and disbursements to be incurred or paid to address any (a) release or threatened release of Hazardous Materials for which remediation, corrective or remedial action or other activities are required by applicable Environmental Laws to be undertaken, or (b) violation of applicable Environmental Laws.

“**Environmental Laws**” means any and all existing or future federal, state, regional, local or foreign statutes, regulations, ordinances, rules, common law, consent decrees, rulings, awards, decisions, or judicial or administrative orders of any governmental entities or legislative authorities, related to or concerning the protection of the environment or natural resources, or the protection of human health from environmental concerns, or relating to the use, refinement, handling, treatment, removal, storage, production, manufacture, transportation, Release or threatened Release of Hazardous Materials, or the protection of worker health and safety.

“**Hazardous Material**” means any substance, material or waste, whether solid, gaseous or liquid, that (i) is listed, regulated, defined, classified, or otherwise characterized under or pursuant to any Environmental Law as “hazardous,” “toxic,” “pollutant,” “contaminant,” “radioactive,” or words of similar meaning or effect, or (ii) may pose a present or potential hazard to human health or the environment when improperly handled, released, disposed of, treated, stored, transported, or otherwise managed; and shall include without limitation petroleum and its by-products, asbestos, polychlorinated biphenyls, radon, hazardous waste, universal waste, municipal waste, mold and urea formaldehyde insulation.”

**GRANTEE** acknowledges that **GRANTOR** operates a secure business and that maintaining a secure environment is necessary to **GRANTOR**'s business. To the extent that **GRANTEE**'s activities upon the Easement Area require **GRANTEE** to access any areas secured by **GRANTOR**'s security fencing, gates, or screening, **GRANTEE**, and/or any Grantee Party will comply with all **GRANTOR**'s security procedures as may be in place at the time of proposed access or as may reasonably be required by **GRANTOR** under the circumstances, and that **GRANTOR** may require any personnel to execute written acknowledgments of **GRANTOR**'s security procedures.

**GRANTEE** shall defend, indemnify, protect, and save harmless **GRANTOR** from and against any and all claims, actions, suits, liens, injuries, damages, liabilities, costs, expenses, and remedial action requirements and/or enforcement actions of any kind, including, without limitation, reasonable attorneys' fees and disbursements, that arise from or are connected with **GRANTEE'S** activities hereunder during the term of this Easement, except to the extent such liability, claim, suit, cost, injury, death or damage i) arises from or is attributable to any act or omission of **GRANTOR**, or anyone for whom or which the **GRANTOR** is legally liable, or ii) to the extent otherwise limited or excluded by statute or tariff.

Each of the **GRANTOR** and **GRANTEE** shall, at all times during the term of this Agreement provide and maintain at its own expense the types of insurance, in the manner and with limits of liability not less than those specified in **Exhibit "C"** attached and incorporated by reference.

**GRANTOR** further states that it is lawfully seized of title to the land through which the Easement is granted, and that it has good and lawful right to convey the Easement to the **GRANTEE** herein.

**GRANTEE** shall bear and promptly pay, without the imposition of any lien or charge on or against the Easement Area, all costs and expenses incurred by **GRANTEE** in connection with the **GRANTEE'S** activities within the Easement Area. **GRANTEE** hereby acknowledges and agrees that if any lien is filed against the Easement Area as a result of the Easement or **GRANTEE'S** activities in the Easement Area and **GRANTEE** has not had the lien removed of record within thirty (30) days after the date of the initial filing of the lien, then **GRANTEE** shall be in default of this Agreement, and **GRANTOR** shall have the right to exercise all of its remedies pursuant to this Agreement, at law or in equity or both.

A breach of any provision of this Agreement is a default under this Agreement. In the event of a default by **GRANTOR** or **GRANTEE**, the non-defaulting party may seek any and all remedies permitted by law or in equity. Specifically, this Agreement may be enforced by restraining orders and injunctions (temporary, preliminary, mandatory, or permanent) prohibiting interference with use of the Easement and mandating compliance with the provisions hereof. Restraining orders and injunctions will be available on proof of the existence or interference or threatened interference, without the necessity of proof of the inadequacy of other legal remedies or irreparable harm. Each party hereby acknowledges the inadequacy of legal remedies and the irreparable harm that would be used by any existing interference or threatened interference. Restraining orders and injunctions will be available only to the parties of this Agreement and their respective successors and assigns; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. The rights and remedies in this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

The rights, obligations and easements granted herein are intended to remain a burden on and a benefit to, as applicable, the real property described herein, without regard to the fact that the

Property is or may be owned by the same party and shall not merge with a party's common ownership of some or all of said real property.

The parties hereto acknowledge that the City is executing and delivering this Easement for Water Main and Appurtenances pursuant to Section 10.4 of that certain Lease Agreement dated as of December 1, 2021 by and between the City and Velvet, whereby the City agreed to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any easement, license, right of way or other right or privilege related to the conduct of the business of Velvet on the Property.

*Remainder of this page left intentionally blank. Signatures follow.*







**“GRANTEE”**

**CITY OF KANSAS CITY, MISSOURI**

a Missouri municipality

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)SS

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that he/she is \_\_\_\_\_ of the City of Kansas City, Missouri, a Missouri municipality, and that the instrument was signed in behalf of said municipality and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in \_\_\_\_\_, the day and year last above written.

\_\_\_\_\_  
Notary Public in and for said County and State

My term expires \_\_\_\_\_

SEAL

**EXHIBIT "A"**  
Easement Area

**EXHIBIT 'A'**

LEGAL DESCRIPTION

**Owned by City of Kansas City, MO**

**WATER LINE EASEMENT 1:**

All that part of the Northeast Quarter of Section Sixteen (16) and the Fractional Northwest Quarter of Section Fifteen (15), lying in Platte County, Missouri, and all that part of the Fractional Northwest Quarter and the Northeast Quarter of Section Fifteen (15), lying in Clay County, Missouri, all in Township Fifty-Two (52) North, Range Thirty-Three (33) West of the Fifth Principal Meridian in Kansas City, Missouri, being more particularly described as follows:

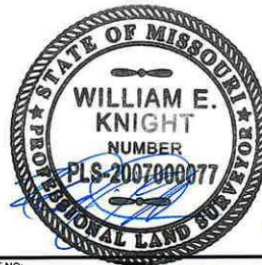
**Commencing** at the Northeast corner of the Northeast Quarter of said Section Sixteen (16), being a found 1/2" iron bar with plastic cap stamped MO1303;  
Thence S 00° 29' 29" W, along the East line of the Northeast Quarter of said Section Sixteen (16), a distance of 70.03 feet to a 5/8" rebar with aluminum cap set on the South right of way line of NW 128th Street, said point also being the **Point of Beginning**;

Thence S 89° 49' 41" E, along said South right of way line, a distance of 490.42 feet to a set 5/8" rebar with aluminum cap;  
Thence S 89° 35' 11" E, continuing along said South right of way line, a distance of 1954.78 feet to a set 5/8" rebar with aluminum cap;  
Thence S 89° 37' 57" E, continuing along said South right of way line, a distance of 2045.55 feet;  
Thence S 44° 37' 57" E, leaving said South right of way line, a distance of 96.04 feet to the new West right of way line for Outer Road described in Missouri Department of Transportation plans for Job Number 20-0268;  
Thence S 89° 23' 41" E, along said West right of way line, a distance of 26.93 feet;  
Thence continuing along said West right of way line on a curve to the left an arc distance of 331.37 feet, said curve to the left having a radius of 380.00 feet, a chord bearing of S 24° 22' 36" E and a chord distance of 320.97 feet;  
Thence continuing along said West right of way line on a curve to the right an arc distance of 421.85 feet, said curve to the right having a radius of 487.00 feet, a chord bearing of S 24° 32' 37" E and a chord distance of 408.78 feet;  
Thence S 00° 16' 18" W, continuing along said West right of way line, a distance of 1704.95 feet to a point on the North right of way line for NW 124th Street;  
Thence S 82° 07' 38" W, along said North right of way line, a distance of 25.25 feet;  
Thence N 00° 16' 18" E, leaving said North right of way line, a distance of 1708.53 feet;  
Thence along a curve to the left an arc distance of 400.19 feet, said curve to the left having a radius of 462.00 feet, a chord bearing of N 24° 32' 37" W and a chord distance of 387.80 feet;  
Thence along a curve to the right an arc distance of 314.13 feet, said curve to the right having a radius of 405.00 feet, a chord bearing of N 27° 08' 19" W and a chord distance of 306.31 feet;  
Thence N 44° 37' 57" W a distance of 115.84 feet;  
Thence N 89° 37' 57" W a distance of 2035.19 feet;  
Thence N 89° 35' 11" W a distance of 1954.75 feet;  
Thence N 89° 49' 41" W a distance of 490.37 feet;  
Thence N 89° 49' 21" W a distance of 201.80 feet;  
Thence N 00° 01' 25" E a distance of 25.00 feet to a point on the South right of way line of NW 128th Street;  
Thence S 89° 49' 21" E, along said South right of way line, a distance of 201.86 feet to the **Point of Beginning**;

Said tract contains 181,358.22 sq. ft. or 4.16 acres, more or less.

This above legal description has been prepared by William E. Knight, Missouri P.L.S. No. 2007000077.

See EXHIBIT 'B' for details.

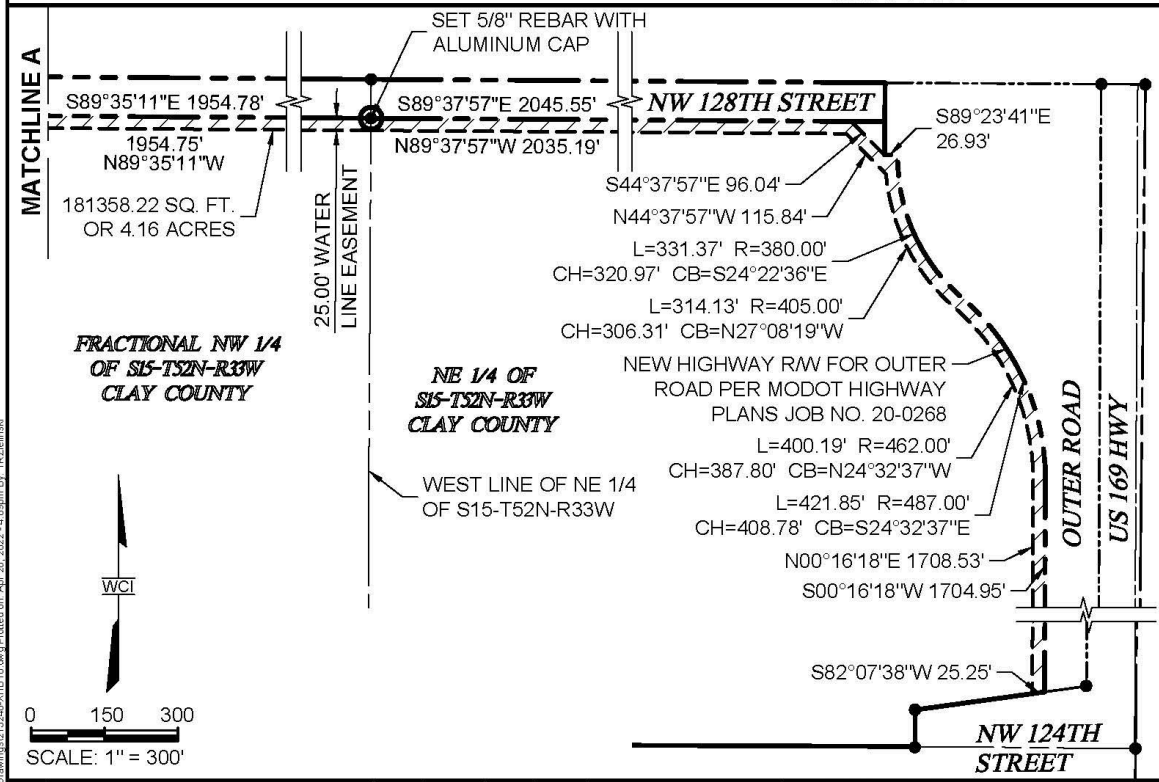
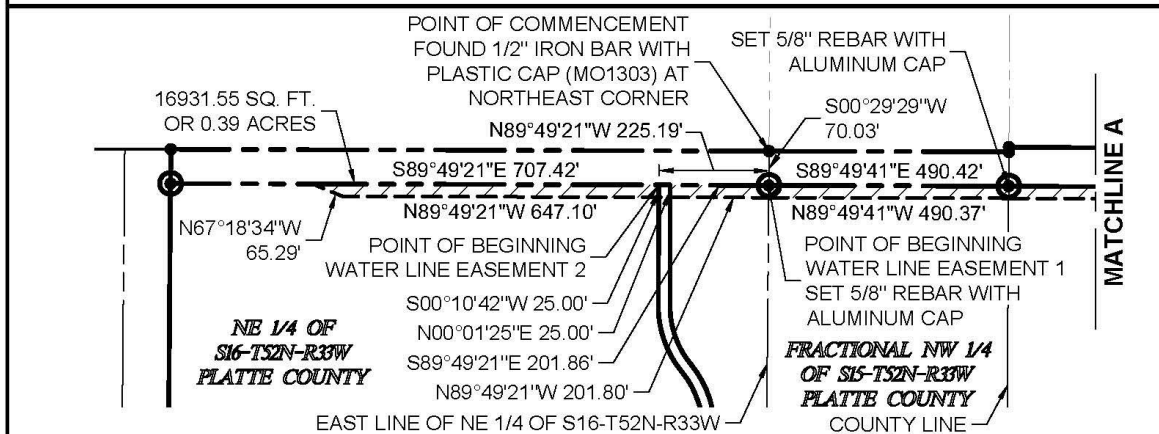


*A. Knight*

						SHEET NO: 1 OF 2		 800 East 101st Terrace, Suite 200 Kansas City, MO 64131 Phone: 816-701-3100 Fax: 816-942-3013			
						SCALE: N.A.					
						PROJECT NO: 21-300-248-00		<b>WATER LINE EASEMENT FOR LOT 1 GOLDEN PLAINS TECHNOLOGY PARK ZONE 3</b>			
						DRAWN BY: NWK				DATE: 4/16/2022	
						CHECKED BY: WEK				4/16/2022	
						APPROVED BY:					
NO.	REVISION-DESCRIPTION	BY	DATE	CHKD	APPD						



This sketch has been prepared for easement exhibit purposes only and does not constitute a property boundary survey. Distances and bearings are based on NAD-83 Missouri West Zone State Plane Datum using a combined grid factor of 0.99986406.



M:\S\G\01-300-248-002\_Discipline\SURVEY\Drawings\213248-XHB18.dwg Plotted on: Apr 20, 2022 - 4:09pm BY: TRZIELINSKI

SHEET NO: 1 OF 1						 800 East 101st Terrace, Suite 200 Kansas City, MO 64131 Phone: 816-701-3100 Fax: 816-942-3013
SCALE: 1" = 300'						
PROJECT NO: 21-300-248-00						<b>WATER LINE EASEMENT FOR LOT 1 GOLDEN PLAINS TECHNOLOGY PARK ZONE 3 PLATTE &amp; CLAY COUNTIES</b>
DRAWN BY: NWK		DATE: 4/16/2022				
CHECKED BY: WEK		DATE: 4/16/2022				
APPROVED BY:						
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	

**EXHIBIT "B"**  
**Grantor's Property**

Lot 1, Final Plat – Project Velvet, as recorded in the Office of the Recorder of Deeds of Platte County, Missouri as Document No. \_\_\_\_\_ in Book \_\_\_\_\_, Page \_\_\_\_\_ and in the Office of the Recorder of Deeds of Clay County, Missouri as Document No. \_\_\_\_\_ in Book \_\_\_\_\_, Page \_\_\_\_\_.

## EXHIBIT "C"

### Insurance

Each of the **GRANTOR** and **GRANTEE** shall, at all times during the term of this Easement provide and maintain at its own expense the following types of insurance, with limits of liability not less than those specified below:

1. General Liability: Commercial General Liability insurance, including coverage for bodily injury and property damage, products and completed operation, personal and advertising liability with limits not less than \$5,000,000 per occurrence and \$2,000,000 in the aggregate.

The **GRANTOR'S** coverage shall include as Additional Insured the **GRANTEE**, its subsidiaries, affiliates or assigns.

The **GRANTEE'S** coverage shall include as Additional Insured the **GRANTOR**, its subsidiaries, affiliates or assigns.

2. Workers Compensation and Employers' Liability: The parties agree to comply with the statutory requirements of the state of Missouri with respect to work performed in or on the Easement Area. The policy shall include Employers' Liability for not less than \$1,000,000 per accident.
3. Auto Liability: Business Automobile Liability insurance covering all vehicles while used in connection with Substation Activities. The policy limits shall be not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
4. Professional Liability: Contractors engaged by either party performing licensed professional services with respect to the Easement Area shall maintain Errors & Omissions Liability covering financial loss arising from an act, error, or omission committed in the course of performance of any licensed duties, responsibilities or work on or in the Easement Area with limits not less than \$1,000,000 per claim.

All policies shall be issued by insurance companies licensed to do business in Missouri and will have a minimum rating of AV or better by A.M. BEST and shall provide a minimum of thirty (30) days' notice of cancellation. **GRANTOR**, **GRANTEE** and their insurers agree to waive rights of subrogation against each other, its and their subsidiaries, affiliates or assigns. Each of the parties shall deliver to the other party a Certificate of Insurance as evidence that policies providing such coverage and limits of insurance are in full force and effect. Total limits of liability may be met by any combination of primary and excess liability. In addition, each of the parties may elect to bring the required coverages within blanket policies of insurance, and may in its discretion elect to self-insure. Renewal certificates of insurance, to the extent applicable, shall be provided annually, or as otherwise reasonably requested by a party.