

**Aviation Department**

Kansas City International Airport  
601 Brasilia Avenue  
Kansas City, Missouri 64153  
  
P.O. Box 20047  
Kansas City, Missouri 64195

	(816)	FAX
Director's Office	243-3100	243-3170
Finance & Administration	243-3180	243-3113
Operations & Maintenance	243-3130	243-5115
Commercial Development	243-3020	243-3070
Marketing & Communications	243-3160	243-3172
Planning & Engineering	243-3030	243-3071

**Date:** April 18, 2022  
**To:** Brian Platt, City Manager  
**From:** Pat Klein, Director of Aviation  
**Subject:** Acceptance of easement granted by the City of Kansas City, Missouri  
Acceptance Letter Communication No. 22-01

**April 2022 – Granting of easement in Kansas City, Clay County, Missouri, requesting that the City Manager approve the granting, and requesting that the City Clerk record the acceptance letter.**

**Description:** An easement was requested by Spectrum Mid-America to provide internet services to the building located at 250 NW Richards Road at the Charles B. Wheeler Downtown Airport. The easement is located near the intersection of NW Harlem Road and NW Richards Road going westward under the parking lot to the building at 250 NW Richards Road.

That one easement in Kansas City, Clay County, Missouri executed by the following persons, and which appear of record as the instrument numbers and respective books and pages and project numbers as follows be granted by the City of Kansas City, Missouri.

Grantor	Instrument No.	Book & Page	Easement Type	Tract
City of Kansas City, Missouri	29047.RD.2205900879.22	Book 9312, Page 15	Temporary	NE ¼, S27, T50N, R33W

Prepared by,

Burdette (Pete) Fullerton  
Assistant Director – Commercial Properties & Development

4-18-22

Date

Approved by,

Melissa Cooper, AAAE  
Deputy Director – Commercial Properties & Development

4-19-22

Date

The Director recommends approval of easements and agreements to be accepted:

PKL-

Patrick Klein, Director of Aviation

4-21-22

Date

Accepted as written:

B

Brian Platt, City Manager

4/25/22

Date


**Certified Copy**  
**Clay County, Missouri**  
**Katee Porter, Recorder of Deeds**


**Certificate Number:** 29047.RD.2205900879.22  
**Certification County:** Clay County, Missouri  
**Certification Date:** February 28, 2022  
**Certification Time:** 11:37:07 AM

**State of Missouri,** }  
**County of Clay** } SS

This is to certify the attached is a true and exact copy of the document recorded at **Book 9312 Page 15** of the aforesaid County and State.

Generated from the official public record this 28th day of February, 2022.

  
Katée Porter, Recorder of Deeds

  
Andrea Farrington  
Deputy



This certified copy's certificate number, page number and page count are displayed in the footer of each page. The certificate number can be verified at <https://valdate.icounty.com/CertifiedCopies> until Feb 28, 2024.

For questions regarding this certified copy, please contact the Clay County, Missouri Recorder of Deeds office at:

Clay County, Missouri  
Recorder of Deeds  
1 Courthouse Square  
Liberty Missouri 64068  
Phone: (816) 407-3552



**DO NOT REMOVE THIS PAGE**

Recorded in Clay County, Missouri



Recording Date/Time: 02/28/2022 at 11:34:30 AM

Instr #: 2022006760  
Book: 9312 Page: 15

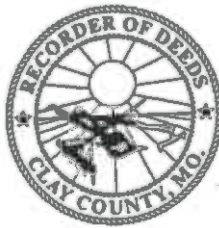
Type: EASE  
Pages: 11  
Fee: \$75.00 N 2022006964



**RECORDER OF DEEDS CERTIFICATE  
CLAY COUNTY, MISSOURI**

**NON-STANDARD DOCUMENT**

This document has been recorded and you have been charged  
the \$25.00 non-standard fee pursuant to RSMO 59.310.3  
and this certificate has been added to your document in compliance  
with the laws of the State of Missouri.



**Katee Porter**  
Recorder of Deeds  
Clay County Courthouse  
Liberty, MO 64068

THIS PAGE HAS BEEN ADDED AS THE FIRST PAGE OF YOUR DOCUMENT-DO NOT REMOVE THIS PAGE

*Spectrum  
ATTN: Delbert Kimbrough  
8221 W 119th  
OP KS 66213*





**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this 15<sup>th</sup> day of October, 2021 by and between Kansas City Aviation Department, City of Kansas City, MO ("Grantor"), whose address is 601 Brasilia Avenue, Kansas City, MO 64153, and Spectrum Mid-America, LLC ("Grantee"), whose address is 6555 Winchester Avenue, Kansas City, MO 64133.

1. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of this Agreement, Grantor on this date agrees to grant and convey to Grantee, its successors and assigns, and Grantee agrees to acquire from Grantor, a right-of-way and an irrevocable non-exclusive easement on certain real estate located (the "Property") legally described on Exhibit "A" attached hereto in Clay County, Missouri (the "Community"), with rights of ingress, egress and access thereto, to construct, install, operate, maintain, repair, renew, replace and remove Grantee's communications facilities and equipment as Grantee may, from time to time require, generally consisting of multiple conduits, cables, wires, surface location markers, manholes, handholes, vaults and other appurtenances for similar uses (the "Facilities") upon, over, through, under and along a parcel of land ten feet (10') in width, being five feet (5') from centerline on each side of the installed conduit ("Easement") and an additional area outside the Easement utilized as temporary work space and as a construction/maintenance staging area ("Temporary Work Space") crossing the real property described in Exhibit A ("Property") and a plat of the Easement shown on Exhibit B attached hereto and, by reference both made a part hereof, together with:

- (A) the right of ingress and egress over and across any adjacent real property owned or controlled by Grantor and the Easement and Temporary Work Space for the purpose of exercising the rights granted herein provided that such ingress and egress does not interfere with Grantor's improvements or uses;
- (B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement, and during construction or maintenance periods, to use additional areas adjacent to the Easement for ingress and egress.

This Agreement shall remain in full force and effect for so long as Grantee (or its successors-in-interest) is providing Grantee's services to an end user at the Property. In the event of a dispute as to the termination date of a franchise, this Agreement shall remain in force until such dispute is finally resolved. This Agreement may be terminated and abandoned by Grantee upon the giving of sixty (60) days prior written notice to Grantor and after a reasonable opportunity is provided to remove the Facilities from the Property. Upon such termination and removal, Grantee shall record such documents as are necessary to abandon the easement.

2. Grantor represents and warrants to Grantee that: Grantor is the sole and lawful owner and is in peaceful possession of the Property; the Property is free and clear of all liens and encumbrances. Grantor has good and marketable title to convey the Easement granted herein; the Easement is wholly within the Property; and the Easement is free of any grants, claims, or



encumbrances which would conflict with Grantee's unrestricted use thereof, as contemplated by this agreement.

3. Grantor represents the Easement has access to and from a duly dedicated and accepted public street or highway, and the Easement does not serve any adjoining real estate for ingress and egress.

4. To the Grantor's best knowledge (i) no underground storage tanks or hazardous, toxic or other regulated substances, within the meaning of any applicable federal, state or local statute or regulation, are presently stored or otherwise located upon or within the Easement, and no part of the Easement is contaminated by any such substance, (ii) the Easement has never been used as a landfill, and (iii) the Easement is not in violation of any occupancy permits, fire regulations, building codes, or any other federal, state or local laws, rules, regulations or standards; and the Easement is not impacted by a consent decree in connection with (i), (ii) or (iii) above.

5. Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purpose stated herein. Grantor, for himself, his heirs, successors and assigns, covenants that the Property shall not be used in any manner which might interfere with or damage the Facilities, or which might interfere with the maintenance, operation or removal of the Facilities

6. Grantor shall have the right to use and enjoy the surface of the Easement except when such use interferes with the rights and privileges conveyed herein to Grantee. Grantor agrees not to erect or construct any building or structure, or plant trees within the Easement.

7. Grantee agrees to fully compensate Grantor for any damage or injury done to livestock, or growing crops, and repair, to the reasonable satisfaction of Grantor, any damage to improvements, structures, parking areas, landscaping and other appurtenances and/or other improvements in the course of construction and maintenance associated with the aforesaid Facilities except to the extent any such damage is caused by the negligent or willful act or omissions of Grantor, its heirs, assigns, agents, employees or contractors. Grantee agrees that any areas adjacent to the Easement that are altered or damaged as a result of construction or maintenance by Grantee, but which are lying outside the Easement shall be restored to their prior condition when said construction or maintenance is completed.

8. Grantee agrees to release, indemnify, defend and hold harmless Grantor against any and all claims, demands and causes of action arising in favor of any person, corporation or governmental entity, because of personal injury including death, or damages to property, including the Facilities, resulting from any act or omission of Grantee, its employees, contractors, subcontractors, or agents in connection with this Agreement, and in the course of construction and maintenance of the Facilities or use of the Easement.

9. [RESERVED].

10. Grantor hereby agrees to warrant and forever defend title to the Easement against the claims of any and all persons claiming by, through or under Grantor, and that Grantor has full right and authority to enter into and deliver unto Grantee this right of way and easement.

11. If any provision of this Easement Agreement shall be held to be violative of any applicable law or unenforceable for any reason, the invalidity or unenforceability of any such provision shall not invalidate or render unenforceable any other provision hereof, which shall remain in full force and effect.

12. No change or modification to this Easement Agreement shall be valid unless the same is in writing and signed by the parties hereto. No purported or alleged waiver of any of the provisions of this Easement Agreement shall be binding or effective unless in writing and signed by the party against whom it is sought to be enforced.

13. All notices and other communications which are required or permitted under the terms of this Agreement shall be in writing and shall be sent by either certified United States mail, postage prepaid, return receipt requested, by nationally recognized overnight courier, or delivered personally. Notices and communications shall be deemed to have been given on the date of actual receipt or refusal of delivery. Such notices and communications shall be addressed to the parties at their respective addresses set forth above, and if to Spectrum, with a copy to:

Charter Communications Operating, LLC  
ATTN: Commercial Contracts Management  
Corporate - Legal Operations  
12405 Powerscourt Drive  
St. Louis, MO 63131

The notice address of either party may be changed by ten (10) days prior written notice delivered to the other party in accordance with this paragraph.

14. Grantor and Grantee covenant and agree, for themselves and their respective successors and assigns, to execute such other documents, and take such further actions, as may reasonably be requested by the other in order to carry out the provisions of this Easement Agreement, including without limitation, in the event the applicable local recorder's office shall refuse or otherwise fail to record this instrument, the execution of another instrument granting the easement herein described in form acceptable for recording.

15. Grantee may assign or transfer the Easement to any parent, affiliate, or subsidiary or to any entity that acquires all or substantially all of the assets or equity of Grantee by sale, merger or otherwise or to any entity or individual that is a successor to Grantee as a cable communications franchisee in the Community.

16. The covenants, terms, conditions and provisions contained herein shall run with the land and shall be binding upon Grantor and all subsequent owners of the Property and shall inure to the benefit of and be binding upon Grantee and its successors and assigns. Upon completion of the installation of the Facilities on the Property, Grantee may record this Easement Agreement in the real property records of the county or other local government where the Property is located.

17. Grantor hereby waives any trespass or similar claim against Grantee related to the construction or maintenance of the Facilities prior to the grant of this Easement.

IN WITNESS WHEREOF, this instrument is executed and effective as of the date first written above.

**GRANTOR SIGNATURE:**  
Kansas City Aviation Department,  
City of Kansas City, MO

**GRANTEE SIGNATURE:**  
Spectrum Mid-America, LLC

By:   
Its: Per KLEON

By:   
Its: John Sullivan  
AVP, Field Operations

Approved as to form:  
  
Assistant City Attorney



**ACKNOWLEDGMENT  
BY GRANTEE**

STATE OF MISSOURI  
COUNTY OF JACKSON

BEFORE ME, the undersigned authority, on this 13 day of January, 2021,  
personally appeared John Sullivan who is NVP, Field Operations of  
Spectrum Mid-America LLC, known to me to be the person whose name is subscribed  
to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her  
free act and deed and for the purposes and consideration therein expressed.

Tracy D Carter  
Notary Public

Oct 5, 2025  
Commission Expires



**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL PROPERTY**

**Property situated in the County of Clay, State of Missouri  
legally described as follows:**

**A strip of land 10 feet (10') in width lying five feet (5') on either side of the centerline of the installed Spectrum conduit as depicted on Exhibit B on the real property described as:**

**Beginning at the boundary between Missouri Department of Transportation right of way and Kansas City Aviation Department property located near the intersection of NW Harlem Road and NW Richards Road, Thence in a westerly direction approximately Sixty Five Feet (65') to the west side of NW Richards Road,**

**Thence Northly on the west side of NW Richards Road approximately Nine Hundred Ninety-Six Feet (996') to the true point of Beginning,**

**Thence Northwesterly approximately Two Hundred Forty-Eight Feet (248') to the building entry location for the total distance of Two Hundred Forty-Eight Feet (248').**



**EXHIBIT B**  
**PLAT OR DEPICTION OF THE EASEMENT**  
**As Shown on the Following Page**

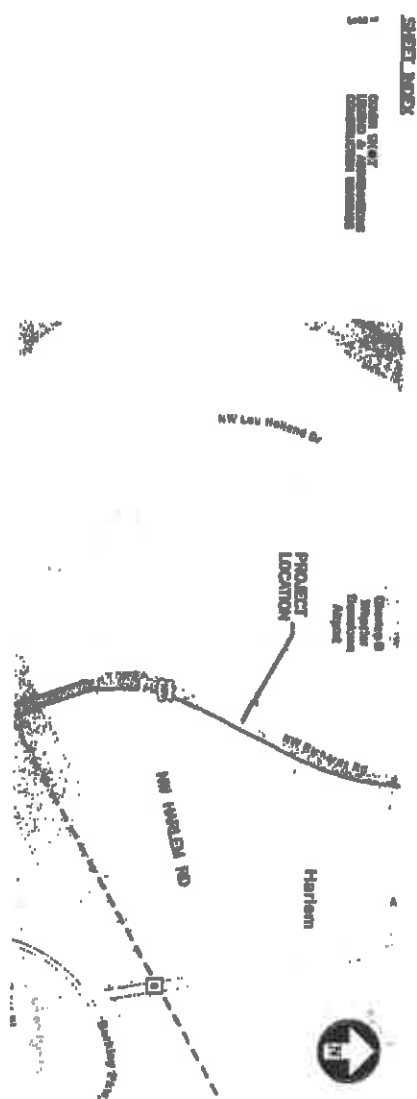


8





**SPECTRUM MID-AMERICA, LLC  
FIBER OPTIC CABLE PROJECT  
CUSTOMER CONNECTION  
PID #2817746**



**SHEET NO. 001**

**DATE: 06/01/2021**

**PROJECT LOCATION**



**CONTACTS**

**PROJECT MANAGER**  
NAME  
PHONE  
EMAIL



**SPRINT WIRE LINE  
250 NW RICHARDS RD  
KANSAS CITY  
CLAY COUNTY, MISSOURI  
NE 1/4, SECTION 27, TOWNSHIP 50N, RANGE 33W**

**CONSTRUCTION ISSUE  
JUNE 1, 2021**



**BHC**  
CIVIL ENGINEERING / SURVEYING / UTILITIES  
7101 College Boulevard, Suite 400  
Overland Park, Kansas 66210  
913.645.1990  
BHC is a member of the BHC Group, Inc.



**LEGEND & ABBREVIATIONS**

Symbol	Description
	POINT OF INTERSECTION
	ROAD OR DRIVE
	SIDE OF ROADWAY
	SIDE OF CANAL
	BRIDGE
	CULVERT
	UTILITY
	COUNTY HIGHWAY
	STATE HIGHWAY
	ROAD CLOSURE
	ROAD UNDER CONSTRUCTION
	POWER LINE
	SEWER LINE
	WATER MAIN
	GAS LINE
	TELEPHONE LINE
	CABLE TV LINE
	FIRE HYDRANT
	MANHOLE
	CATCH BASIN
	STREET LIGHT
	TRAFFIC SIGN
	TRAFFIC SIGNAL
	SIGNAL POLE
	POLE
	POLE WITH TRANSFORMER
	POLE WITH TRANSFORMER AND METER
	POLE WITH TRANSFORMER, METER, AND SIGN
	POLE WITH TRANSFORMER, METER, SIGN, AND LIGHT
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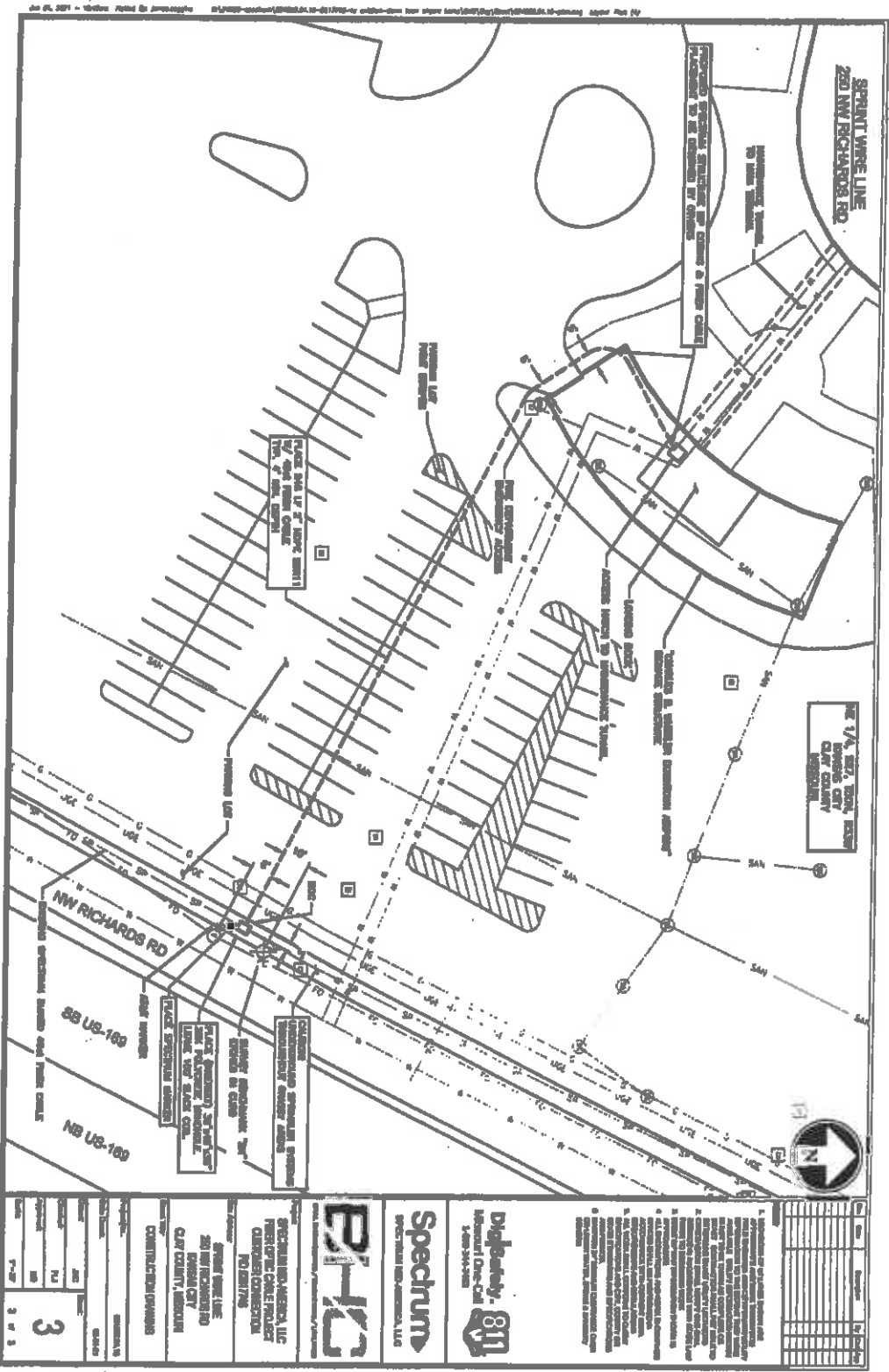
**Legend & Abbreviations**

SPRINKLER MAIN LINE  
 ZONE VALVE  
 FIRE HYDRANT  
 CITY CEMENT, MISSOURI  
 LEGEND & ABBREVIATIONS

**Scale**

**Sheet No.** 2

**Of** 3



<b>Spectrum</b> Missouri Division 1800 Missouri Blvd., St. Louis, MO 63113 314.991.1000		<b>Deputy</b> Missouri Division 1800 Missouri Blvd., St. Louis, MO 63113 314.991.1000
<b>RHD</b> RICHARDS HOUGHTON DESIGN 3200 N. GARDEN AVENUE SUITE 100 OVERLAND PARK, MO 66210 913.671.2222		<b>SPRINT WIRE LINE</b> 220 NW RICHARDS RD DUNDAS CITY CLAY COUNTY, MISSOURI
PROJECT NUMBER: 20200879.22 DATE: 02/28/22 DRAWN BY: [Redacted] CHECKED BY: [Redacted]	SHEET: 3 OF 3	ALL INFORMATION ON THIS PLAN IS SUBJECT TO THE TERMS AND CONDITIONS OF THE PROJECT AGREEMENT. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE ENGINEER. THE ENGINEER IS NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS RESULTING FROM THE USE OF THIS PLAN. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL FEE RECEIVED FOR THIS PROJECT. THE ENGINEER'S WORK IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ENGINEER IS NOT RESPONSIBLE FOR ANY OTHER WORK DONE BY OTHER PROFESSIONALS. THE ENGINEER IS NOT RESPONSIBLE FOR ANY OTHER WORK DONE BY OTHER PROFESSIONALS. THE ENGINEER IS NOT RESPONSIBLE FOR ANY OTHER WORK DONE BY OTHER PROFESSIONALS.