

RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI

09/19/2024 12:45 PM

FEE: \$33.00 5 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0063955

Book: Page:

Diana Smith, Recorder of Deeds

---

**WHEN RECORDED RETURN TO:**

*Ms. Rachelle M. Biondo  
Rouse Frets White Goss Gentile Rhodes, P.C.  
4510 Belleview Avenue, Suite 300  
Kansas City, Missouri 64111-3538*

---

**Title of Document:** Storm Sewer Easement

**Date of Document:** July 30, 2024

**Grantor(s):** QMR Bakers Corner, LLC

**Grantee(s):** City of Kansas City, Missouri

**Grantee(s) Mailing Address:** 414 East 12<sup>th</sup> Street  
Kansas City, MO 64106

**Legal Description:** See Page 4

**Reference Book and Page(s):** N/A

---

## SANITARY SEWER EASEMENT

KNOWN BY ALL THOSE PRESENT:

That QMR Bakers Corner, LLC, (“QMR”) hereinafter called GRANTOR for and in consideration of one dollar (\$1.00) and other valuable considerations the receipt of which is hereby acknowledged, does hereby grant, remise, release and forever quitclaim unto KANSAS CITY, a Missouri municipality, hereinafter called GRANTEE (414 East 12<sup>th</sup> Street, Kansas City, Missouri, 64106), this Sanitary Sewer Easement (“Easement”) for the location, construction, reconstruction, maintenance, operation and repair of sewerage improvements and any and all appurtenances incidental thereto in, under, upon, over and through the following-described tract of land lying, being and situate in Kansas City, Jackson County, Missouri, described on Exhibit A attached hereto and depicted on Exhibit B attached hereto.

By the granting of this Easement, it shall not be construed to prohibit the GRANTOR from developing any adjoining property or from the laying out, establishing and constructing pavement, surfacing of roadways, 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 adjacent land and easement for the purpose of laying, constructing, reconstructing, operating, repairing and maintaining such sewerage improvements and appurtenances.

GRANTEE shall cause the surface of the easement area, and any other portion of Grantor’s lands disturbed by Grantee, to be restored to substantially the same physical condition that existed at the time Grantee or its agents entered upon it.

GRANTEE hereby agrees to indemnify and hold Grantor harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys’ fees) arising from, out of or in any manner connected with the acts or omissions of Grantee in exercising the rights and obligations granted and set forth herein.

GRANTOR further states that by virtue of Grantee’s adoption of Ordinance No. 240380 on April 18<sup>th</sup>, 2024 (the “Vacation Ordinance”) they are collectively lawfully seized of any indefeasible title in fee to the lands through which this Easement is granted, and that they have good and lawful title and right to convey their respective portions of this Easement to the GRANTEE aforesaid.

*(Remainder of page intentionally left blank. Signature page to follow.)*

IN TESTIMONY WHEREOF, the said GRANTOR QMR has hereunto set its hand and seal this 30 day of July, 2024.

**QMR BAKERS CORNER, LLC,**

By: [Signature]  
Name: Peter Couri  
Title: Manager

STATE OF Illinois )  
COUNTY OF Cook ) SS

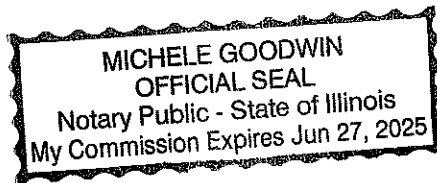
On this 30<sup>th</sup> day of ~~April~~ July, 2024, before me appeared Peter Couri, to me personally known, and who, being by me duly sworn, did say that he/she is manager of the QMR Bakers Corner, LLC, and that the instrument was signed in behalf of said limited liability company and acknowledged said instrument to be the free act and deed of said limited liability company.

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

Michèle Goodwin  
Notary Public in and for said County and State

My term expires 6-27-25

SEAL

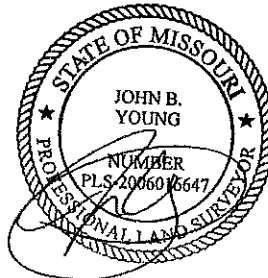


**EXHIBIT A**  
**Legal Description**

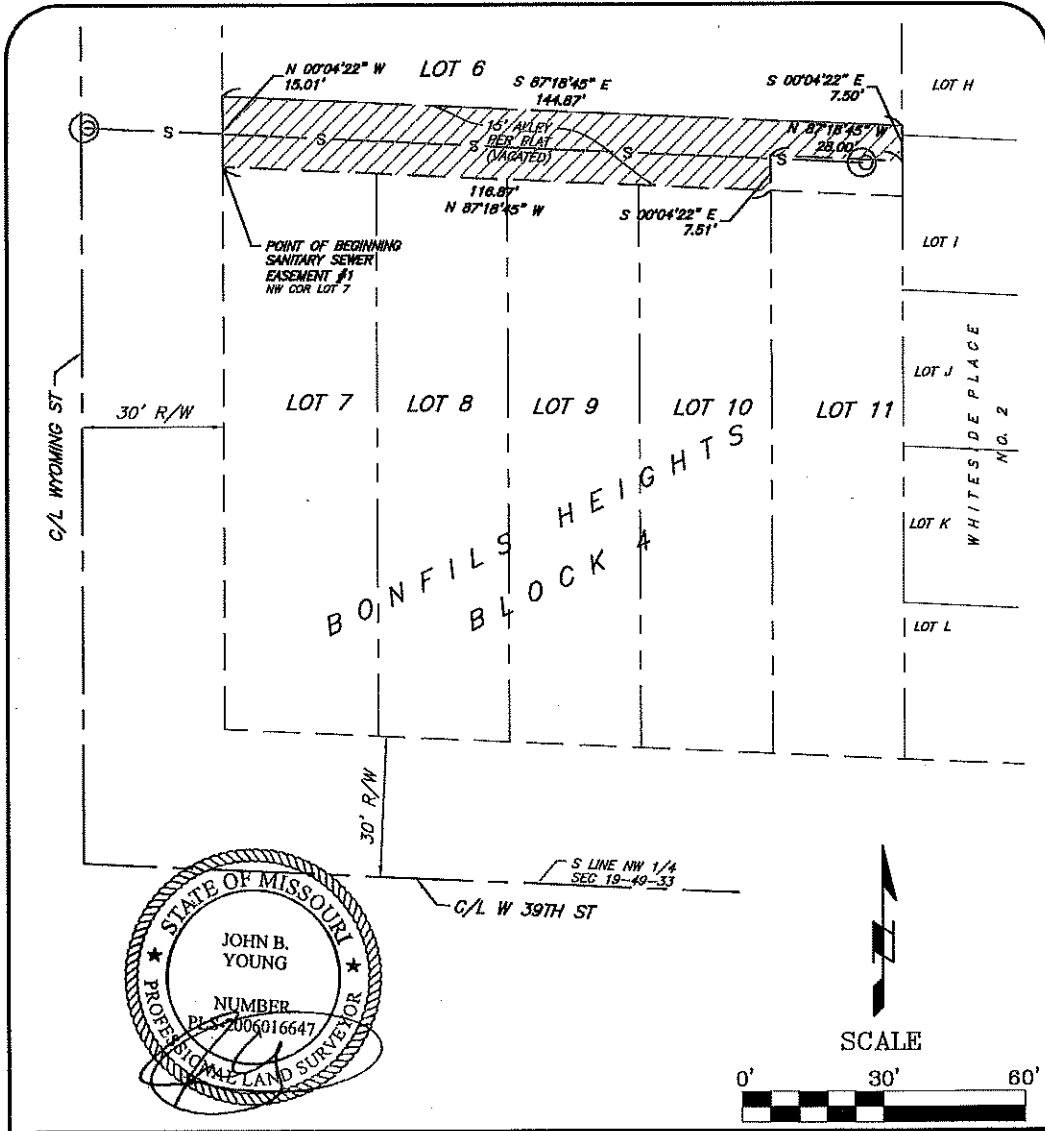
**SANITARY SEWER EASEMENT #1 DESCRIPTION**

A tract being part of the alley in Block 4, BONFILS HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri, being more particularly described as follows, prepared on May 3, 2024 by John B. Young, PLS-2006016647:

Beginning at the Northwest Corner of Lot 7 of said Block 4;  
Thence North 00°04'22" West along the East Right-of-Way line of Wyoming Street, as now established, 15.01 feet to Southwest Corner of Lot 6 of said Block 4;  
Thence South 87°18'45" East along the South Line of said Lot 6, 144.87 feet to Southeast Corner of said Lot 6;  
Thence South 00°04'22" East along East Line of said Block 4, 7.50 feet;  
Thence North 87°18'45" West, 28.00 feet;  
Thence South 00°04'22" East, 7.51 feet to the Northwest Corner of Lot 11 of said Block 4;  
Thence North 87°18'45" West along North Line of said Lot 7, Lot 8, Lot 9, and Lot 10, 116.87 feet to the Point of Beginning.  
Contains 1962 square feet more or less.



**EXHIBIT B**  
**Depiction – Not to Scale**



Location: S:\23.280 - 3825 Wyoming St\DRAWINGS\2024.04.29--SAN SWR EXHIBIT #1\23.280--EXH.dwg--May 06, 2024--8:22am

**J & J**  
**SURVEY**  
LLC

8680A N. GREEN HILLS ROAD • KANSAS CITY, MO 64154  
PHONE (816)741-1017 • FAX (816)741-1018

**SANITARY EASEMENT EXHIBIT #1**

**BLOCK 4, BONFILS HEIGHTS,**  
**KANSAS CITY, JACKSON COUNTY,**  
**MISSOURI**