

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

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: August 3, 2023

To: Brian Platt, City Manager

From: Justin Meyer, Interim Director of Aviation

Subject: Acceptance of easement granted by the City of Kansas City, Missouri
Acceptance Letter Communication No. 23-01

June 2023 – 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 10 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 10 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.2315801D07.27	Book 9573, Page 48	Temporary	SE ¼, S27, T50N, R33W

Prepared by,

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

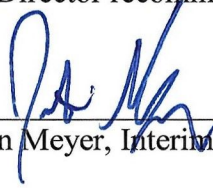
8-3-23
Date

Approved by,

Melissa Cooper, AAAE
Deputy Director – Commercial Properties & Development

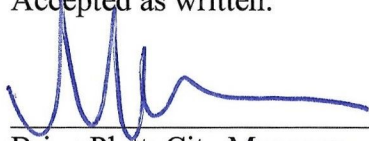
8-4-23
Date

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


Justin Meyer, Interim Director of Aviation

8.9.2023
Date

Accepted as written:


Brian Platt, City Manager
M. Kozukiewicz for
Brian Platt

8-10-23
Date

Certified Copy

Clay County, Missouri
Sandra Brock, Recorder of Deeds

Certificate Number: 29047.RD.2315801D07.27

Certification County: Clay County, Missouri

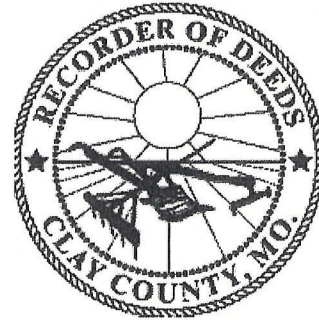
Certification Date: June 07, 2023

Certification Time: 02:58:05 PM

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 9573 Page 48** of the aforesaid County and State.

Generated from the official public record this 7th day of June, 2023.



Sandra Brock Mandy Metcalf
Sandra Brock, Recorder of Deeds 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://validate.icounty.com/CertifiedCopies> until Jun 07, 2025.

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: 06/07/2023 at 02:54:45 PM

Book: 9573 Page: 48

Instr #: 2023013087

Pages: 19

Fee: \$100.00 N 20230011727

RICHARD MEHL

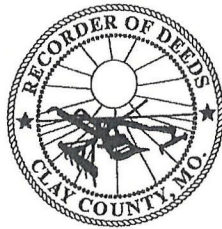


Sandra Brock
Recorder of Deeds

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.



Sandra Brock
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





EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Easement Agreement") is made and entered into this 19th day of May, 2023 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, a Delaware limited liability company ("Grantee"), whose address is 6555 Winchester Avenue, Kansas City, MO 64133.

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 hereby grants to the Grantee a non-exclusive easement (the "Utility Easement") on (with respect to handholes and risers on buildings) and under the surface of certain described real estate in Clay County, Missouri (the "Community"), to wit:

The description of the property is set out in Exhibit A ("Property") and the location of the Utility Easement within the Property will be generally and as nearly as practicable, as shown on the drawing marked Exhibit B ("Easement Area"), both hereto attached and made a part of this Easement Agreement, reserving unto the Grantor, its successors and assigns, the avigation right more fully set forth in Section 11 below, entitled "Avigation Reservation".

This Grantor is willing that the Grantee so use the Utility Easement subject to and in accordance with the following terms, covenants, conditions and reservations.

1. PURPOSE AND USE. The Grantee shall use this Utility Easement only for the construction, installation, operation, use, maintenance, repair, renewal and removal of its cable television system and other communications facilities, including, without limitation, underground facilities and equipment, conduit, lines, cables, risers, amplifiers, nodes, utility cabinets, towers, and poles (collectively, "Facilities") for the purpose of enabling Grantee to provide its services to its customers. Grantor hereby agrees that the Facilities shall remain the property of Grantee, and are removable at Grantee's option.

2. TERM. The term of this Easement Agreement will begin on the date first written above and shall remain in full force and effect until terminated by the Grantee upon the giving of sixty (60) days' notice to Grantor and after a reasonable opportunity is provided to remove the Facilities from the Property. The grant of this Utility Easement is not conditioned upon the provision of any service to the Property. Non-use or a limited use of this Utility Easement shall not prevent Grantee from later making full use of the Utility Easement. Upon termination of this Easement Agreement, the Grantee shall record such documents as are necessary to terminate the Utility Easement, to the satisfaction of Grantor ("Release"). The Grantee covenants that it will deliver the recorded Release to the Grantor in a timely manner so as to avoid impacting Grantor's plans and schedule. Notwithstanding anything herein to the contrary, upon termination or release of this Utility Easement, Grantee may, in its sole discretion, abandon any buried or underground Facilities, and shall identify the location of the Facilities upon request of Grantor if their location is other than as reflected in Exhibit A. Upon abandonment of buried or underground Facilities,



RL - Spectrum
ATTN: Greg Johnson
8221 W 119th St
Overland Park KS 66213

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such Facilities shall be deemed the property of Grantor with lien free title passing immediately, and at no cost, to Grantor.

3. ACCESS. Grantee has the right of free access to and from the Utility Easement for its officers, employees, licensees, contractors, suppliers, representatives, and agents together with the right to use additional space adjacent to the Utility Easement and the right to bring necessary equipment upon the Grantor's premises as may be reasonably required during the period of any construction, reconstruction, installation, maintenance or repairs in connection with the performance of the Grantee's activities as set out herein, so long as such access does not unreasonably interfere with Grantor's improvements or uses. These enumerated rights are subject to all applicable federal, state, and local laws, rules, permits, regulations or requirements including, without limitation, security procedures, which may restrict or limit access to the Utility Easement. In no event will the Grantee, its officers, employees, licensees, contractors, suppliers, representatives or agents unreasonably interfere with the safe and efficient operation, management or administration of the Airport or the Grantor's tenants' operations, use and enjoyment of the Airport. Grantee must give Grantor reasonable notice but not less than forty-eight (48) hours' notice of its need to enter the Utility Easement for non-emergency purposes. If an emergency arises, Grantee must give such reasonable notice as may be practical under the circumstances.

4. OBSTRUCTIONS. Grantee has the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Utility Easement if reasonably necessary to accomplish the purpose of this Utility Easement.

5. FAR PART 77 RESTRICTION. Grantee shall not construct nor permit to stand above ground level any building, structure, poles or other objects, to a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces, based upon current runways or future runways which a may be constructed. The Grantee shall not permit any maintenance or construction equipment which would encroach into restricted airspace of clear zones, approach slopes, runway and taxiway, or safety areas to enter upon or be used upon lands of the Grantor.

6. RIGHTS LIMITED. No rights, except those specifically set out in this Utility Easement are granted to the Grantee.

7. USE BY GRANTOR. Grantor, including Grantor's tenants, shall have the right to use and enjoy the surface of the Utility Easement except when such use interferes with the rights and privileges conveyed herein to Grantee, or any of Grantee's Facilities. Grantor agrees not to erect or construct any building or structure upon the Utility Easement. Nothing herein prohibits Grantor from developing its adjacent land.

8. CHANGE OF GRADE. Grantor reserves unto itself the right to change the grade of the ground within or around the Utility Easement upon 45 days' notice to the Grantee, provided such change does not negatively impact the rights granted to Grantee herein, Grantee's Facilities or the ability of Grantee to provide its services. Subject to the qualifications in the prior sentence,

Grantee waives any claim for damages which it may acquire or have against Grantor arising out of any such change and assumes all costs which may result therefrom.

9. RESTORATION. Grantee agrees that after construction of the Facilities, and after any maintenance, repair, replacement or removal of any of the Facilities, Grantee shall, unless otherwise agreed to by the Grantor in writing, restore the surface of the Grantor's property to the grade and condition it was in immediately prior to said construction, maintenance, repair, replacement or removal. Grantee also agrees to restore and repair any paving and fences which are damaged, modified or altered by Grantee during said construction, maintenance, repair, replacement or removal. Grantee further agrees to replace any topsoil removed from any areas on the Grantor's property, to reseed the disturbed area so as to prevent erosion, to restore landscaping, as nearly as reasonably possible, to its condition existing immediately prior to any such installation, maintenance, repair, replacement or removal, and to remove any excess earth resulting from said construction, maintenance, repair, replacement or removal, at Grantee's sole cost and expense. Grantee shall remove all Hazardous Materials, as defined below, from the Grantor's property if such Hazardous Materials were placed on Grantor's property by Grantee, or its employees, agents or contractors, and shall otherwise comply with the provisions of the Environmental Requirements paragraph below, as part of Licensee's restoration obligations hereunder. Grantee agrees that any areas adjacent to the Utility Easement that are altered or damaged as a result of construction or maintenance by Grantee shall be restored to their prior condition when said construction or maintenance is completed.

10. RELOCATION. Grantee agrees that it will at no cost or expense to Grantee, relocate the Facilities to a new location provided by Grantor if such relocation is determined by the Grantor to be necessary for airport purposes. Grantee shall make such relocation within 90 days after being given written notice to do so. All terms and conditions of the Utility Easement shall apply to the new location.

11. AVIGATION RESERVATION. The Grantor reserves unto itself, successors and assigns for the use and benefit of the Grantor and the public, a perpetual and assignable "Avigation Easement" and right-of-way, for the free and unobstructed passage of aircraft in, through, and across all navigable air space above the Utility Easement, together with the continuing right to cause and allow in all airspace above or on the surface of the Utility Easement such noise, vibration, fumes, dust, fuel particles, illumination, interference with television, radio or any other type of transmission and other effects as may be caused by or result from the operation of aircraft or the landing at or taking off from or from the operation of aircraft on or at the Airport, also together with the rights to mark and light obstructions to air navigation any and all buildings, structures or other improvements and trees or other objects which extend into this Avigation Easement. The term "aircraft" means any contrivance now known or hereafter invented, designed or used for navigation or flight in air or space involving either persons or property.

The Grantee, and its successors in interest or assigns will not erect, nor cause the erection of, any structure, facility, or object, on the Utility Easement that encroaches upon or extends into the Avigation Easement, and that neither the Grantee, its successors or assigns will hereafter use, or cause the use of the Utility Easement in any manner as to intentionally create electrical

interference with radio communication to or from any aircraft or as to make it difficult for aircraft pilots to distinguish.

12. SUCCESSORS IN INTEREST. This Easement Agreement and the Grantor's and Grantee's commitments, duties, and obligations within shall run with the land, and are binding on both the Grantor and the Grantee, and their respective successors and assigns. Subject to the requirements of this agreement, including but not limited to Section 18, Grantee may assign or transfer the Utility Easement to any parent, affiliate, or subsidiary. Grantee shall use commercially reasonable efforts to provide Grantor with written notice of any assignment; however, failure to provide such notice shall in no event be deemed a default under this Easement Agreement. Upon Grantor's written request, Grantee shall provide Grantor with written notice stating whether any assignments have occurred, and if so, confirming the entity to which the Easement Agreement was assigned.

13. INDEMNIFICATION. Grantee agrees to protect, defend and hold, indemnify and save harmless the Grantor, its elected officials, directors, officers, employees, agents, contractors and consultants, harmless from and against all liabilities, losses, suits, claims or causes of action, judgments, fines or demand (including but not limited to reasonable attorneys' fees, court costs, and expert fees) (collectively, "Claims"), arising from claims for bodily injury, including death, to persons or damage to property caused by or resulting from Grantee's or Grantee's contractors' or agents' acts or omissions in the performance of any work contemplated by this Easement Agreement or the maintenance or operation of Grantee's Facilities, except to the extent such Claims arise out of or are caused by the negligence or willful misconduct of the Grantor, or negligence or willful misconduct of a third person or party; and such indemnity will survive the expiration, termination, or abandonment of the Utility Easement. Grantor agrees to give reasonable notice of any such claims or actions to the Grantee. The Grantee shall use counsel reasonably acceptable to the Grantor, in carrying out its obligations hereunder. Grantee has the right to defend, compromise, or settle to extent of Grantee's interest.

13. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS EASEMENT AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

14. ENVIRONMENTAL COVENANTS. Grantee covenants, warrants, represents and agrees that Grantee will not object to and, if requested by the Grantor, will within thirty (30) calendar days of the Grantor's written request and without compensation, subordinate any rights the Grantee has under this Utility Easement to an environmental covenant or land use restrictions which: (i) restricts the use of groundwater underlying the Utility Easement, (ii) conditions access to or the disturbance of soil underlying the Utility Easement, (iii) limits the use of the Utility Easement to nonresidential uses, or (iv) other restrictions or conditions requested by the Grantor to address the presence of Hazardous Materials, if any, at, upon, or within the Utility Easement regardless of when such Hazardous Materials became present at, upon, or within the Utility Easement. Grantor and Grantee stipulate and agree that the existence and definition of

“Hazardous Materials” is to be construed broadly in accordance with all applicable federal, state, or local laws, statutes, rules, permits, regulations, and relating to the protection of human health or the environment.

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 Utility Easement, and no part of the Utility Easement is contaminated by any such substance, (ii) the Utility Easement has never been used as a landfill, and (iii) the Utility 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 Utility Easement is not impacted by a consent decree in connection with (i), (ii) or (iii) in this sentence above.

15. NOTICE. All notices and other communications which are required or permitted under the terms of this Easement Agreement shall be in writing and delivered personally or sent by certified United States mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier (e.g., FedEx) at the respective addresses set forth below. Notices and communications shall be deemed to have been given on the date of actual receipt or refusal of delivery. 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.

If to Grantee:
Charter Communications
6555 Winchester Ave
Kansas City, MO 64133
Attn: Area Vice President, Field Operations

With a copy to:
Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131
Attn: Legal Operations – Contract Management

If to Grantor:
Kansas City Aviation Department
601 Brasilia Avenue
Kansas City, MO 64153
Attn: Commercial Development

16. SEVERABILITY. If any provision of this Easement Agreement shall be held to be violative of any applicable law or be 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.

17. **WARRANTY OF TITLE.** Grantor hereby agrees to warrant and forever defend title to the Utility 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.

18. **AIRPORT PROPERTY.** The Property is a part of the Kansas City International Airport (“Airport”) and subject to obligations including but not limited to various federal grant assurances. In accepting this Utility Easement, Grantee acknowledges and agrees to comply with pertinent statutes, Executive Orders, regulations and such other rules, including those that are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Grantee and any of its successors in interest and assigns for the term of the Utility Easement and runs with the land. This provision is in addition to applicable requirements of Title VI of the Civil Rights Act of 1964.

19. **NON-DISCRIMINATION.** To the extent required by law, the Grantee, its personal representatives, successor in interest and assigns, as part of the consideration hereof does hereby covenant and agree as a covenant running with the land that:

A. in the event Grantee’s facilities, structures or improvements are constructed, maintained, or otherwise operated on the Utility Easement for a purpose for which a FAA activity, facility or program is extended or for another purpose involving the provision of similar services or benefits, the Grantee will maintain and operate such facilities and service in compliance with all applicable requirements imposed by the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are incorporated herein by reference and made a part of this Utility Easement (the “Acts and Authorities”), such that no person on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability will be excluded from participating in, denied the benefits of, or otherwise subjected to discrimination in the use of the Utility Easement; and

B. Grantee will cause no person on the ground of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability to be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Utility Easement or the facilities, structures or improvements within the Utility Easement; and

C. in the construction of any improvements on, over, or under the Utility Easement, and the furnishing of services thereon, Grantee will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the applicable Acts and the Authorities, including employment practices when the contract covers any activity, project, or program set forth in

Appendix B of 49 CFR part 21.; and

D. the Grantee will use the Utility Easement or facilities, structures, or improvements within it in compliance with the applicable Acts and Authorities; and

E. for purposes of this Utility Easement, Grantee agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities, otherwise referenced in this Easement as Acts and Authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

F. Title VI Clauses for Transfer of Real Property. The Grantee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that:

- a. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Easement Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Grantee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent Title VI List of Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- b. In the event of breach of any of the above Nondiscrimination covenants, the Grantor will have the right to terminate the Utility Easement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Utility Easement had never been made or issued.

G. Right to Amend. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Easement Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or as otherwise required by the FAA, the Grantee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Utility Easement as may be reasonably required

H. For purposes of this Easement Agreement, Grantee agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in connection with the National Defense Authorization Act [Public Law 115-232 §889(f)(1)].

20. RECORDATION. 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, and provide Grantor with a copy.

21. FURTHER DOCUMENTS. Each party hereto shall execute any and all further documents which the other party reasonably requests to give effect to the purposes of this Easement Agreement.

22. ENTIRE AGREEMENT; AMENDMENTS. This Easement Agreement constitutes the entire agreement between the parties with respect to, and supersedes all prior agreements, promises and understandings, whether oral or written, with respect to, the subject matter contained herein. This Easement Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

23. GOVERNING LAW AND JURY TRIAL WAIVER. This Easement Agreement shall be construed to be in accordance with the laws of the state where the Property is located. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS EASEMENT AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, EACH PARTY HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY

24. COUNTERPARTS. This Easement Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

TO HAVE AND TO HOLD THE UTILITY EASEMENT, with all rights appertaining thereto unto the Grantee, its personal representatives, successors in interest, and assigns, it being understood and agreed that the reservations, conditions, representations, terms, and covenants of this Easement Agreement will run with the land.

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

By: 

Name: Pat Klein

Title: Director

GRANTEE SIGNATURE:

Spectrum Mid-America, LLC
By: Charter Communications, Inc., its
Manager

By: 

Name: John Sullivan

Title: Area Vice President, Field Operations

Approved as to form:



Assistant City Attorney

ACKNOWLEDGMENT
BY GRANTOR

STATE OF MISSOURI)
) ss
COUNTY OF PLATTE)

BEFORE ME, the undersigned authority, on this 19th day of May, 2023, personally appeared Art Klein who is Director of Kansas City Aviation Dept., 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.

Erin M. Canseco
Notary Public
March 21, 2027
Commission Expires



ACKNOWLEDGMENT
BY GRANTEE

STATE OF Missouri)
) ss
COUNTY OF Jackson)

BEFORE ME, the undersigned authority, on this 12 day of ^{April} ~~March~~, 2023, personally appeared John Sullivan who is the Area Vice President of Field Operations of Charter Communications, Inc., Manager of Charter Communications Operating, 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

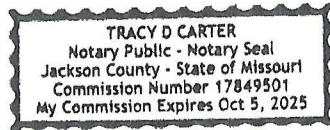




EXHIBIT A

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 an existing Spectrum structure located at NW Harlem Road & NW Richards Road,

Thence westerly approximately 150 feet,

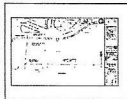
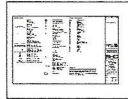
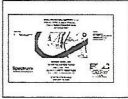
Thence southerly 5 feet east from the west fence to the building entry approximately 625 feet.





EXHIBIT B
PLAT OR DEPICTION OF THE EASEMENT AREA
As Shown on the Following Four (4) Pages





GENERAL LEGEND

- GUARD RAIL
- FENCE
- ROAD CENTERLINE
- ROAD ROAD CURB/EOP
- PROPERTY LINE
- RIGHT OF WAY
- EASEMENT
- SECTION, CITY OR COUNTY LINE
- TREE LINE
- RAILROAD TRACKS
- DITCH FLOWLINE
- WATER BODY
- GAS UTILITY
- OVERHEAD ELECTRICAL
- UNDERGROUND ELECTRICAL
- STORM SEWER PIPE
- SANITARY SEWER PIPE
- WATER UTILITY
- UNKNOWN UTILITY
- COPPER COMMUNICATION CABLE
- FIBER OPTIC COMMUNICATION CABLE
- PROPOSED ROAD CONSTRUCTION LIMIT
- PROPOSED ROAD CENTERLINE
- PROPOSED ROAD CURB/EOP
- PROPOSED ROAD/SEWER/UTILITY FEATURE
- PROPOSED AREA OF EXTRA DEPTH
- PROPOSED FIBER CABLE ABANDONMENT
- PROPOSED BURIED CONDUIT/FIBER CABLE
- PROPOSED AERIAL FIBER CABLE
- PROPOSED HANDHOLE
- PROPOSED FIBER MARKER
- PROPOSED SPLICE
- PROPOSED AERIAL SLACK LOOP
- PROPOSED DOWNGUY & ANCHOR
- EXISTING FEATURE TO BE REMOVED
- SPAN LENGTH & MID-SPAN HEIGHT
- TYPICAL PROPOSED AERIAL FIBER/STRAND

- DRAWING REVISION NUMBER
- HOUSE NUMBER (ADDRESS)
- BENCHMARK/SURVEY MARKER
- UTILITY POLE
- LIGHT POLE
- DOWNGUY & ANCHOR
- SPLICE
- FIBER MANHOLE (BY OTHERS)
- FIBER HANDHOLE (BY OTHERS)
- COMMUNICATION PEDESTAL (BY OTHERS)
- FIBER MARKER
- CELL TOWER
- TRANSMISSION TOWER
- CULVERT
- DROP INLET
- CURB INLET
- STORM SEWER MANHOLE
- SANITARY SEWER MANHOLE
- ELECTRICAL MANHOLE
- ELECTRICAL VAULT OR TRANSFORMER
- ELECTRICAL METER
- GAS VALVE
- GAS METER
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- TRAFFIC SIGNAL POLE
- TRAFFIC SIGNAL CABINET/VAULT
- MISCELLANEOUS VAULT
- MISCELLANEOUS MANHOLE
- MAILBOX
- RAILROAD MILE POST
- RAILROAD CROSSING SIGN (NO LIGHT)
- RAILROAD CROSSING SIGNAL W/ GATE
- RAILROAD CROSSING OVERHEAD SIGNAL W/ GATE
- RAILROAD CROSSING OVERHEAD SIGNAL
- RAILROAD SIGNAL LIGHT
- RAILROAD CROSSING SIGNAL
- BOLLARD
- SIGN
- BUILDING OUTLINE
- TREE

GENERAL ABBREVIATIONS

- 1x, 2x, 3x, etc. QUANTITY MULTIPLIER
- APPROX APPROXIMATE
- AVE AVENUE
- BLVD BOULEVARD
- BOC BACK OF CURB
- CIR CIRCLE
- CMP CORRUGATED METAL PIPE
- CT COUNT
- DC DOWNGUY
- DIP DUCTILE IRON PIPE
- DR DRIVE
- E EAST
- EB EASTBOUND
- EOP EDGE OF PAVEMENT
- FOC FACE OF CURB
- HDPE HIGH DENSITY POLYETHYLENE
- HH HANDHOLE
- LF LINEAL FEET
- MAX MAXIMUM
- MIN MINIMUM
- N NORTH
- NE NORTHEAST
- NW NORTHWEST
- OC ON CENTER
- PI POINT OF INTERSECTION
- PKWY PARKWAY
- PL PLACE
- PLCS PLACES
- PVC POLYVINYL CHLORIDE
- RCB REINFORCED CONCRETE BOX
- RCP REINFORCED CONCRETE PIPE
- RD ROAD
- ROW RIGHT-OF-WAY
- RR RAILROAD
- S SOUTH
- SE SOUTHEAST
- ST STREET
- SW SOUTHWEST
- TER TERRACE
- TYP TYPICAL
- W WEST
- WB WESTBOUND

ANNOTATION KEY:

- ANNOTATIONS SHOWN IN RED DENOTE PROPOSED CONSTRUCTION ACTIVITY
- ANNOTATIONS SHOWN IN RED W/ YELLOW HIGHLIGHT DENOTE PROPOSED FIBER SPLICING AND/OR FIBER TERMINATION ACTIVITY
- ANNOTATIONS SHOWN FRAMED IN BLACK DENOTE PROPOSED CONSTRUCTION ACTIVITY TO BE PERFORMED BY OTHERS

Rev	Date	Description	By	Chk	App



Project: SPECTRUM MID-AMERICA LLC
FIBER OPTIC CABLE PROJECT
CUSTOMER CONNECTION
PID #3362597

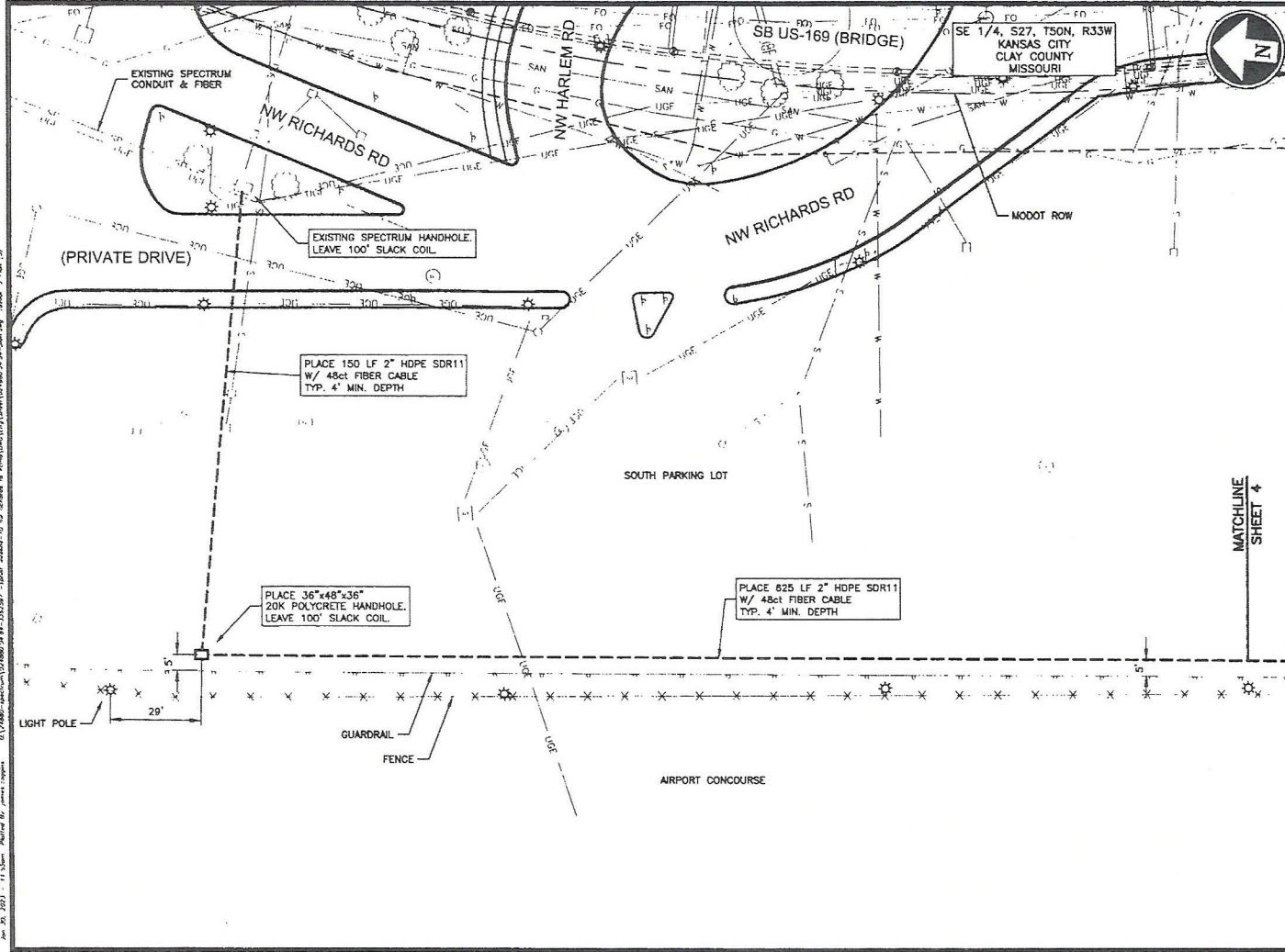
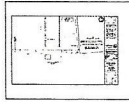
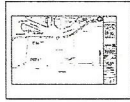
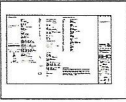
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KANSAS CITY
CLAY COUNTY, MISSOURI

Sheet Title: GENERAL LEGEND & ABBREVIATIONS

Project No: 024690 04 84

Date Drawn: 01/30/21

Drawn:	JNC	Sheet:	2
Checked:	PLI		
Approved:	MB		
Scale:	N/A	2 of 4	



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NOTES

- LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE AND WERE TAKEN FROM FIELD MARKINGS AND CITY/PRIVATE UTILITY INFORMATION TO THE EXTENT THEY WERE AVAILABLE. UTILITY INFORMATION SHOWN IS NOT TO BE TAKEN AS COMPLETE OR EXACT. CONTRACTOR SHALL NOTIFY AND DETERMINE EXACT UTILITY LOCATIONS PRIOR TO BEGINNING WORK.
- RIGHT OF WAY INFORMATION SHOWN IS APPROXIMATE.
- ALL EXCAVATIONS AND WORK IN CONFINED SPACES SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA REQUIREMENTS AND REGULATIONS.
- ALL WORK SHALL CONFORM TO CLIENT SPECIFICATIONS AND CITY, COUNTY OR STATE STANDARDS AND SPECIFICATIONS AND PERMITS.
- MAINTAIN 24" MINIMUM CLEARANCE OVER OR UNDER WATER, STORM OR SANITARY SEWERS.

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FIBER OPTIC CABLE PROJECT
CUSTOMER CONNECTION
PID #3362597

Site Address: SPRINT WIRELINE
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Sheet Title: CONSTRUCTION DRAWING

Project No: 024880 04 04

Date Drawn: 01-20-23

Drawn:	JNC	Sheet:	3
Checked:	PLI		
Approved:	MB		
Scale:	1" = 30'		3 of 4

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