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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: Sanitary Sewer Easement

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

Grantor Name: Velvet Tech Services, LLC

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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## **SANITARY SEWER EASEMENT**

THIS SANITARY SEWER EASEMENT (the "Agreement") is entered into 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 ("Grantor") and the City of Kansas City, Missouri, a Missouri municipality ("Grantee") with a mailing address of 414 East 12<sup>th</sup> Street, Kansas City, Missouri 64106.

### **KNOW ALL MEN BY THESE PRESENTS:**

GRANTOR, for and in consideration of one dollar (\$1.00) and other valuable considerations the receipt and sufficiency of which is hereby acknowledged, does hereby grant, remise, release and forever quitclaim unto GRANTEE a non-exclusive easement (the "Easement") for the location, construction, reconstruction, maintenance, operation and repair of sewer improvements and any and all appurtenances incidental thereto (collectively, the "Improvements") in, under, upon, over and through the following-described tract of land lying, being and situate in Kansas City, Platte County, 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 Easement granted herein shall be subject to all matters of record as of the date hereof.

In the event that the GRANTEE, its agents, employees or contractors (each, a "Grantee Party" and collectively, the "Grantee Parties") 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.

GRANTEE agrees that it will repair or pay for any damage which may be caused to crops, fences, structures, buildings, equipment, improvements, or other property, whether real or personal, caused by GRANTEE or any Grantee Party as a result of the exercise of GRANTEE's rights hereunder. 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 sidewalk, driveway, grass, sod, or any other ground cover. The foregoing restoration shall be completed within 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 and/or the Adjacent Property.

**“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, that it and any Grantee Party will comply with all of 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.

By the granting of this Easement, it shall not be construed to prohibit the GRANTOR from developing the Adjacent 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 Area shall be kept free from buildings, and any other structure or obstruction (except sidewalks, roadways pavement, grass, shrubs, fences, curbs, or as otherwise set forth herein), which will interfere with the GRANTEE in entering upon the Easement Area for the purpose of laying, constructing, reconstructing, operating, repairing and maintaining the Improvements.

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 Agreement, 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.

GRANTEE shall, at all times during the term of this Easement 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 any indefeasible title in fee to the lands through which the Easement Area is granted, and it has good and lawful title and right to grant the Easement to the GRANTEE aforesaid.

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.

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

IN TESTIMONY WHEREOF, the said **GRANTOR** has hereunto set their hand and seal  
 this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**VELVET TECH SERVICES, LLC,**  
 a Delaware limited liability company

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
   )SS  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me appeared  
 \_\_\_\_\_, to me personally known, and who, being by me duly sworn,  
 did say that he/she is \_\_\_\_\_ of Velvet Tech Services, LLC, a Delaware  
 limited liability company, 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  
 \_\_\_\_\_, the day and year last above written.

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

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

SEAL

**EXHIBIT "A"**  
Easement Area

LEGAL DESCRIPTION

**EXHIBIT 'A'**

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

**SEWER LINE EASEMENT 1:**

**Commencing** at the Northeast corner of said Northeast Quarter, being a found 1/2" iron bar with plastic cap stamped MO1303;

Thence S 00° 29' 29" W, along the East line of said Northeast Quarter, 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;

Thence S 00° 29' 29" W, continuing along the East line of said Northeast Quarter, a distance of 819.08 feet;

Thence N 90° 00' 00" W, leaving said East line, a distance of 49.44 feet to the **Point of Beginning**;

Thence N 90° 00' 00" W a distance of 6.50 feet;

Thence N 00° 00' 00" E a distance of 7.97 feet;

Thence N 90° 00' 00" W a distance of 48.00 feet;

Thence N 00° 00' 00" E a distance of 22.03 feet;

Thence N 90° 00' 00" E a distance of 54.50 feet;

Thence S 00° 00' 00" E a distance of 30.00 feet to the **Point of Beginning**;

Said tract contains 1,252.43 sq. ft. or 0.03 acres, more or less.

**SEWER LINE EASEMENT 2:**

**Commencing** at the Northeast corner of said Northeast Quarter, being a found 1/2" iron bar with plastic cap stamped MO1303;

Thence S 00° 29' 29" W, along the East line of said Northeast Quarter, 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;

Thence S 00° 29' 29" W, continuing along the East line of said Northeast Quarter, a distance of 819.08 feet;

Thence N 90° 00' 00" W, leaving said East line, a distance of 145.94 feet to the **Point of Beginning**;

Thence N 90° 00' 00" W a distance of 550.38 feet;

Thence S 74° 12' 28" W a distance of 352.67 feet;

Thence S 45° 31' 06" W a distance of 228.39 feet to a point on the Northeast line of a 30' permanent easement for sewer main and appurtenances to Kansas City, Water Services Department filed November 15, 2013 in Book 1201, Page 239;

Thence N 13° 13' 33" W, along said Northeast line, a distance of 9.24 feet;

Thence N 44° 45' 51" W, continuing along said Northeast line, a distance of 22.10 feet;

Thence N 45° 31' 06" E, leaving said Northeast line, a distance of 231.37 feet;

Thence N 74° 12' 28" E a distance of 364.51 feet;

Thence N 90° 00' 00" E a distance of 572.54 feet;

Thence S 00° 00' 00" W a distance of 22.03 feet;

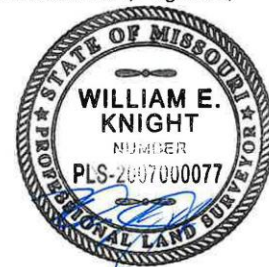
Thence N 90° 00' 00" W a distance of 18.00 feet;


Thence S 00° 00' 00" W a distance of 7.97 feet to the **Point of Beginning**;

Said tract contains 34,571.11 sq. ft. or 0.79 acres, more or less.

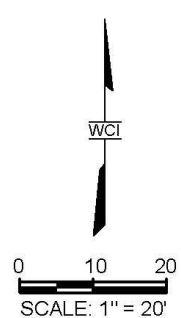
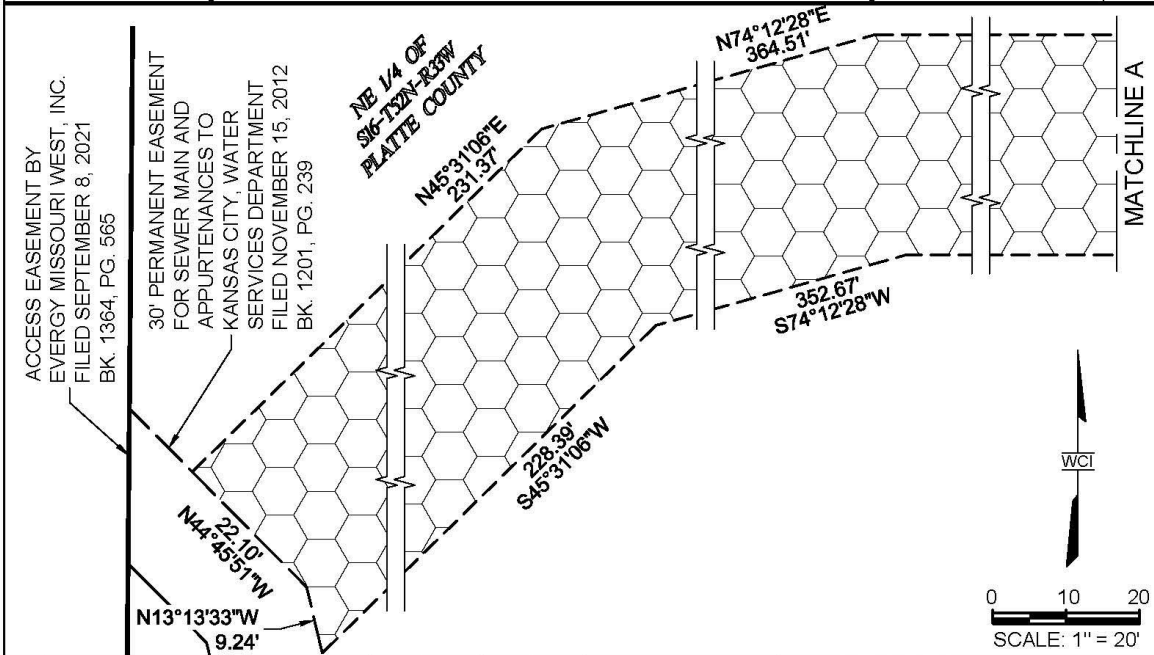
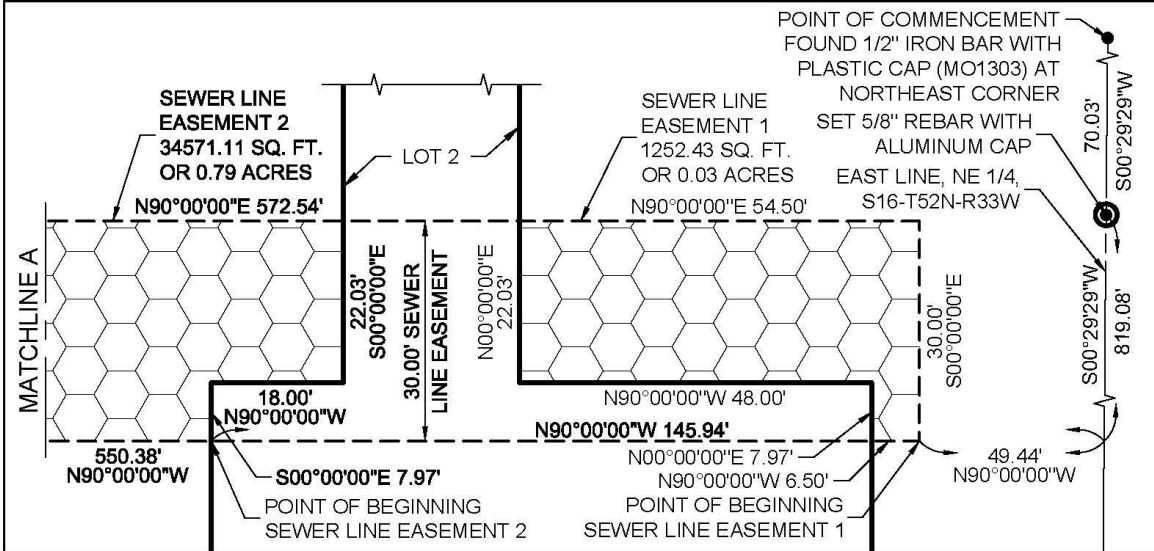
This above legal description has been prepared by William E. Knight, Missouri P.L.S. No. 2007000077. *4/19/2022*


See EXHIBIT 'B' for details.



						SHEET NO: 1 OF 1	 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	SEWER LINE EASEMENTS FOR LOT 1 GOLDEN PLAINS TECHNOLOGY PARK ZONE 3 PLATTE COUNTY, MO
						DRAWN BY: NWK      DATE: 4/18/2022	
						CHECKED BY: WEK      4/19/2022	
						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.



					SHEET NO: 1 OF 1	 300 East 101st Terrace, Suite 200 Kansas City, MO 64131 Phone: 816-701-3100 Fax: 816-942-3013
					SCALE: 1" = 20'	
					PROJECT NO: 21-300-248-00	
					DRAWN BY: NWK DATE: 4/18/2022	
					CHECKED BY: VEK 4/19/2022	<b>SEWER LINE EASEMENTS FOR LOT 1 GOLDEN PLAINS TECHNOLOGY PARK ZONE 3 PLATTE COUNTY, MO</b>
					APPROVED BY:	
NO.	REVISION-DESCRIPTION	BY	DATE	CHKD	APPD	



**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

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.