
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: Utility Easement Agreement

Date of Document: _____, 2023

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

Grantee Name: Kansas City, Missouri

Statutory Address: 414 E. 12th Street
Kansas City, Missouri 64106

Legal Description: See Exhibits A

Reference Book and Page: N/A

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (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 ("Velvet") and the City of Kansas City, Missouri, a municipal corporation of the State of Missouri ("City") (Velvet and City are hereafter collectively referred to as "Grantor") and the City of Kansas City, Missouri, a Missouri municipality ("Grantee") with a mailing address of 414 East 12th 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 unto GRANTEE a non-exclusive general utility easement (the "Easement") for use by GRANTEE, and with GRANTEE's permission, utility companies franchised to operate within the City limits of Kansas City, Missouri, their agents, employees or contractors (each, a "Grantee Party" and collectively, "Grantee Parties"), to locate, construct, reconstruct, operate, repair and maintain facilities including, but not limited to, gas, telephone, cable TV, underground conduits, pad mounted transformers, service pedestals, telecom utility vaults and related concrete duct bank, poles, pipes, ducts and wires (collectively, the "Utility Improvements"), any and all of them upon, over, under and along the tract of land lying, being and situate in Kansas City, Clay and Platte Counties, Missouri, more specifically described on Exhibit "A" attached hereto (the "Easement Area"):

All Utility Improvements located by the Grantee Parties hereunder shall be located no less than 18 inches from any improvements owned by the Grantor within the Easement Area or on real property owned by the Grantor located adjacent to the Easement Area, more specifically described on Exhibit "B" attached hereto (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.

Grantee Parties shall have the right to go upon the Easement Area for the purpose of this Easement, including the right to cut, top and trim brush and trees, if any, on the Easement Area, as may be necessary or desirable to maintain the Utility Improvements thereon. 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 the Easement Area to existing roads and drives, shall comply with any rules or restrictions prescribed by GRANTOR, and shall repair or reasonably compensate GRANTOR for any damage to the Easement Area and/or the Adjacent Property caused by GRANTEE's use of the Easement Area. This paragraph shall not be interpreted to create a blanket easement over GRANTOR's 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 or the Adjacent Property, Grantee agrees to exclusively utilize hydro excavation or hand digging in the performance of such excavation.

By the granting of this Easement, it shall not be construed to prohibit the GRANTOR from developing the Easement Area or from constructing roadways, curbing and gutters along, upon, over or across said Easement Area 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 set forth herein. Grantor shall have at all times the right to perform work on any improvements owned by Grantor within the Easement Area.

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 its 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 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, 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.

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 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 any indefeasible title in fee of 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.

The parties hereto acknowledge that the City is executing and delivering this Agreement pursuant to Section 10.4 of that certain Lease Agreement dated 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.

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

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

EXHIBIT "A"
Easement Area

EXHIBIT 'A'

Owned by City of Kansas City, MO

LEGAL DESCRIPTION

UTILITY 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;
Thence N 89° 49' 21" W, along said South right of way line, a distance of 201.86 feet;
Thence S 00° 01' 25" W, leaving said South right of way line, a distance of 25.00 feet to the **Point of Beginning**;

Thence S 89° 49' 21" E a distance of 201.80 feet;
Thence S 89° 49' 41" E a distance of 490.37 feet;
Thence S 89° 35' 11" E a distance of 1954.75 feet;
Thence S 89° 37' 57" E a distance of 2035.19 feet;
Thence S 44° 37' 57" E a distance of 115.84 feet;
Thence along a curve to the left an arc distance of 314.13 feet, said curve to the left having a radius of 405.00 feet, a chord bearing of S 27° 08' 19" E and a chord distance of 306.31 feet;
Thence along a curve to the right an arc distance of 400.19 feet, said curve to the right having a radius of 462.00 feet, a chord bearing of S 24° 32' 37" E and a chord distance of 387.80 feet;
Thence S 00° 16' 18" W a distance of 1708.53 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 15.15 feet;
Thence N 00° 16' 18" E, leaving said North right of way line, a distance of 1710.67 feet;
Thence along a curve to the left an arc distance of 387.20 feet, said curve to the left having a radius of 447.00 feet, a chord bearing of N 24° 32' 37" W and a chord distance of 375.21 feet;
Thence along a curve to the right an arc distance of 320.30 feet, said curve to the right having a radius of 420.10 feet, a chord bearing of N 27° 30' 40" W and a chord distance of 312.60 feet;
Thence N 44° 37' 57" W a distance of 104.26 feet;
Thence N 89° 37' 57" W a distance of 2028.98 feet;
Thence N 89° 35' 11" W a distance of 1954.73 feet;
Thence N 89° 49' 41" W a distance of 490.34 feet;
Thence N 89° 49' 20" W a distance of 201.76 feet;
Thence N 00° 01' 25" E a distance of 15.00 feet to the **Point of Beginning**;

Said tract contains 108,140.99 sq. ft. or 2.48 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.



WILSON & COMPANY, INC., 800 EAST 101ST TERRACE, SUITE 200, KANSAS CITY, MISSOURI 64131, PHONE: 816-701-3100, FAX: 816-942-3013

					SHEET NO: 1 OF 2		<p>800 East 101st Terrace, Suite 200 Kansas City, MO 64131 Phone: 816-701-3100 Fax: 816-942-3013</p>
					SCALE: N.A.		
					PROJECT NO: 21-300-248-00		
					DRAWN BY: NWK CHECKED BY: WEK APPROVED BY:	DATE: 4/11/2022 DATE: 4/11/2022	
NO.	REVISION-DESCRIPTION	BY	DATE	CHKD	APPD	UTILITY EASEMENT FOR LOT 1 GOLDEN PLAINS TECHNOLOGY PARK ZONE 3	

EXHIBIT 'A'

Owned by Velvet Tech Services, LLC

LEGAL DESCRIPTION

UTILITY EASEMENT 2:

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, being more particularly described as follows:

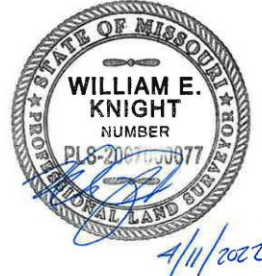
Commencing at the Northeast corner of the Northeast Quarter of said Section Sixteen (16), being a found 1/2" iron bar with plastic cap stamped MO1303;
 Thence S 00° 29' 29" W, along the East line of the Northeast Quarter of said Section Sixteen (16), a distance of 70.03 feet to a 5/8" rebar with aluminum cap set on the South right of way line of NW 128th Street;
 Thence N 89° 49' 21" W, along said South right of way line, a distance of 225.19 feet;
 Thence S 00° 10' 42" W, leaving said South right of way line, a distance of 25.00 feet to the **Point of Beginning**;

Thence continuing S 00° 10' 42" W a distance of 15.00 feet;
 Thence N 89° 49' 20" W a distance of 650.09 feet;
 Thence N 67° 18' 34" W a distance of 65.29 feet;
 Thence N 89° 49' 21" W a distance of 287.62 feet to a point on a boundary line agreement described in Book 291, Page 30;
 Thence N 00° 28' 45" E, along said boundary line agreement, a distance of 15.00 feet to a set 5/8" rebar with aluminum cap 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 290.53 feet;
 Thence S 67° 18' 34" E, leaving said South right of way line, a distance of 65.29 feet;
 Thence S 89° 49' 21" E a distance of 647.10 feet to the **Point of Beginning**;

Said tract contains 15,044.04 sq. ft. or 0.35 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.




							SHEET NO: 2 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			
							DRAWN BY: NWK DATE: 4/11/2022			
							CHECKED BY: WEK DATE: 4/11/2022		UTILITY EASEMENT FOR LOT 1 GOLDEN PLAINS TECHNOLOGY PARK ZONE 3	
							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

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.