

EXHIBIT 1

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*Title of Document:* LICENSE AGREEMENT  
*Date of Document:* November 24<sup>th</sup>, 2020  
*Grantor:* LAKEWOOD PROPERTY OWNERS ASSOCIATION,  
INC., a Missouri Not-for-Profit Corporation  
*c/o Mark Reid, General Manager*  
*651 NE St. Andrews Cir.*  
*Lee's Summit, MO 64064*

*Grantee:* CITY OF LEE'S SUMMIT, MISSOURI  
*Grantee Address:* *c/o Law Department*  
*220 SE Green Street*  
*Lee's Summit Missouri 64063*  
*Legal Description:* See page \_\_\_\_\_  
*Reference Book and Page(s):*

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## LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this 24<sup>th</sup> day of NOVEMBER 2020, by and between LAKELWOOD PROPERTY OWNERS ASSOC. a Missouri nonprofit corporation (hereinafter called "Licensor" and to be indexed as "GRANTOR") the CITY OF LEE'S SUMMIT, MISSOURI (hereinafter called "Licensee" and to be indexed as "GRANTEE"), and

WITNESSETH:

WHEREAS, LICENSOR owns certain spillways and dams, described in paragraph 1 below, and the Licensor desires to license to Licensee and the Licensee desires to license from the Licensor a portion of the spillway and dam areas ("Licensed Premises") for the construction, installation, repair, replacement and maintenance of streetlights ("Improvements").

NOW, THEREFORE, Licensor, in consideration of the obligations hereby assumed by Licensee, hereby licenses and authorizes Licensee, its officers, members, contractors, agents, and guests, to enter and go upon the Licensed Premises, at all times during the continuance of this Agreement, and there to use and enjoy the Licensed Premises for the Improvements, subject to the following:

1. LICENSED PREMISES. The area that Licensee will encroach upon is described on Exhibit "A" attached, (and generally known as Dams and Spillways areas of Lakewood Development).

2. USE OF LICENSED PREMISES. Licensee, its officers, members, contractors, agents, and guests shall have the right to use the Licensed Premises solely for the construction, installation, repair, replacement, and maintenance of the Improvements. The Improvements on the Licensed Premises shall comply with all ordinances of the City and are subject to approval of the Licensee acting as a City. Licensor shall provide to, or obtain for, Licensee any consents or permits required by any county, state or federal agency, rule, regulation or law. This Agreement is contingent upon Licensor obtaining consents and/or permits for the Improvements from any county, state or federal agency (including but not limited to the Missouri Department of Natural Resources, which copies of said permits and/or consents shall be provided to Licensee prior to the commencement of installing the Improvements and within 60 days of the signing of this Agreement by the parties, unless extended by written consent of the parties.

3. MAINTENANCE. Licensee agrees to maintain, at its sole cost, the Improvements to the Licensed Premises at all times during the continuation of this Agreement.

4. RESTRICTION AS TO WASTE. Licensee shall not, except so far as may be reasonably necessary for the allowed use of the Licensed Premises and construction, installation, repair, replacement, and maintenance of the Improvements on the Licensed Premises, commit or permit any waste thereon. Licensee shall be liable for any damage done to the Licensed Premises, except as is permitted by this Agreement, by any persons entering upon the Licensed Premises to

perform work as allowed under this license on behalf of Licensee pursuant to the terms of this Agreement and for no other damages occasioned by the use of this License by Licensee.

a. Licensee shall repair or replace to the same condition all structures such as sidewalks and paved areas as part of this construction and installation as it exists at the time of such action by Licensee.

b. Licensee shall replace dirt and plantings to the same or better condition as prior to construction, installation, replacement, maintenance or repair of the Improvements and grass will be replaced with seed, mulch, and fertilizer.

## 5. GENERAL INDEMNITY.

A. GENERAL. Should Licensor fail to obtain necessary consent or permits from county, state or federal agencies, or revoke this License, it shall indemnify, release, defend, become responsible for and forever hold harmless the Licensee, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, omission, or intentional act of Licensor, or acts by Licensor's agents, employees, or subcontractors, arising out of or in any way connected with the actions expressly authorized herein; provided, however, that Licensor need not save harmless the Licensee from claims, demands, losses and expenses (A) to the extent arising out of the sole negligence or misconduct of the Licensee, its employees, agents, or contractors or (B) to the extent the claim, demand, loss, or expense is actually paid by insurance proceeds received by or for the Licensee from its insurance coverages. It is specifically the intent of this paragraph that should Licensor require Licensee to remove the Improvements so that there are reduced or no lighting of the street through the Licensed Premises, or Licensor takes actions or causes damage to the Improvements, that Licensor assume any costs, liabilities and payments of damages of any kind resulting from such absence or reduction of light. Additionally, should Licensor fail to obtain any permits or consent necessary to install, construct and maintain the Improvements, Licensor shall reimburse or pay to Licensee any and all costs Licensee incurs due to such failure including the costs of compliance, fines and penalties.

B. NO LIMITATIONS OR WAIVER. This indemnity provided herein shall not be construed nor is it intended to be any waiver of sovereign or other immunity, or any other defense, available to the Licensee, its officers elected and appointed, agents, contractors and employees.

C. NOTIFICATION OF CLAIMS. With respect to any claims which are subject to indemnity hereunder, Licensee shall immediately notify the Licensor of any and

all claims filed against Licensee or Licensee and the Licensor jointly, and shall provide the Licensor with a copy of the same.

D. CHALLENGES TO CONTRACT. Licensor shall indemnify, defend and hold harmless the Licensee, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, against any and all claims or challenges brought against the Licensee with respect to the validity of the terms and conditions of this Agreement.

E. USE OF INDEPENDENT CONTRACTORS. The fact that Licensee carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, any duty of any party.

## 6. CONSTRUCTION OF AGREEMENT.

A. LICENSE. The license created by this Agreement shall be construed as a simple license. Should either party desire to terminate this License, notice of ninety (90) days shall be given. Each party shall bear their own costs in either removing the Improvements or returning the Licensed Premises to the same or similar condition as it existed at the time the Improvements were first installed or constructed.

B. HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

C. NON-WAIVER. No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

D. JOINTLY DRAFTED. This Agreement shall be deemed to have been jointly drafted by the parties and shall not be construed more strongly against any party hereto.

E. APPLICABLE LAW. This instrument shall be construed in accordance with the laws of the State of Missouri.

7. UNASSIGNABLE. The license created by this Agreement is solely for Licensee, its officers, members, servants, agents and guests and no others. Neither the license nor this Agreement, in whole or part, is assignable, except with written permission of the other party.

8. NON-SEVERABLE. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be deemed invalid and unenforceable, provided, however, that the terms and provision of paragraph 5 shall not be affected thereby and each term and provision of said paragraph 5 shall be valid and enforced to the fullest extent permitted by law.

9. NOTICE. Whenever any notice is required by this Agreement to be made, given or transmitted to the Licensee, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, addressed to:

City Manager  
City of Lee's Summit  
220 SE Green  
Lee's Summit, MO 64063

and notices to Licensor shall be addressed to:

Lakewood Property Owners Association, Inc.  
Attn: General Manager  
651 NE St. Andrews Cir.  
Lee's Summit, MO 64064

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the item shall be considered received the third day after the date of mailing.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereunder and all other representations of statements heretofore made, verbal or written, are merged herein and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

**GRANTEE/LICENSEE**

**CITY OF LEE'S SUMMIT, MISSOURI**

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Yendes,  
Chief Counsel of Infrastructure and Zoning

**GRANTOR/LICENSOR:**

**LAKESWOOD PROPERTY OWNERS  
ASSOCIATION, INC.  
a Missouri nonprofit corporation**

By   
Mark Reid, General Manager

Attest:

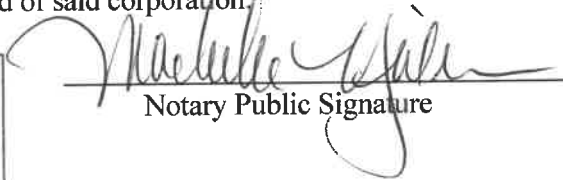
  
Secretary

**GRANTOR'S/LICENSOR'S ACKNOWLEDGMENT**

STATE OF MISSOURI  
COUNTY OF JACKSON

On this 24<sup>th</sup> day of November, 2020, before me appeared Mark Reid, to me personally known, who, being by me duly sworn did say that he or she is the General Manager of the Lakewood Property Owners Association, Inc., and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Mark Reid acknowledged said instrument to be the free act and deed of said corporation.

MACHELLE L. SEILER  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Cass County  
My Commission Expires: September 20, 2021  
Commission Number: 13446733

  
Notary Public Signature

**GRANTEE'S/LICENSEE'S ACKNOWLEDGEMENT**

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a notary public, personally appeared \_\_\_\_\_, representative for **City of Lee's Summit, Missouri**, to be known as the person(s) in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year first above written.

\_\_\_\_\_  
Notary Public

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

**Exhibit "A"**  
**Licensed Premises Legal Description**

**Attachment "A"**

Project: Lakewood Way Street Light Improvement  
Date: 11/10/2020  
Property Owner: Lakewood Homeowners Association  
Property Address: No Site Address

Easement Description (Principal Dam, West Reservoir)

All that part of the Northeast Quarter of Section 7, Township 48 North, Range 31 West, in the City of Lee's Summit, Jackson County, Missouri, being described as follows:

A strip of land 80.00 feet in width, lying 40.00 feet on each side of the following described centerline:

Commencing at the corner common to Section 5,6,7, and 8, Township 48 North, Range 31 West; thence North 02°07'57" East, along the East line of said Section 6, a distance of 164.01 feet to its intersection with the centerline of Lakewood Boulevard as now established; thence South 31°51'03" West, along the centerline of said Lakewood Boulevard and crossing from said Section 6 into said Section 7, a distance of 343.24 feet; thence continuing along the centerline of said Lakewood Boulevard, in a southwesterly direction along a curve to the right that is tangent with the exit of the last described course, having a radius of 500.00 feet, a central angle of 29°07'53", an arc length of 254.22 feet to a point on the West line of a tract of land conveyed to the City of Lee's Summit, Missouri, in a Corporate Warranty Deed being recorded in Book 580, at Page 156, said point also being a point on the East line of a tract of land as described as Principal Dam, West Reservoir in a Roadway Agreement document being recorded in Book 553, at Page 428, said point bearing due South a distance of 301.32 feet (record 301.25 feet) and due West a distance of 357.70 feet (record 355.61 feet) from the Northeast corner of said Section 7, said point being the Point of Beginning; thence continuing in a westerly direction along the last described curve to the right having a radius of 500.00 feet, through an additional central angle of 17°35'48", an arc length of 153.56 feet; thence South 78°34'44" West a distance of 989.18 feet (record 989.95 feet); thence in a westerly direction along a curve to the right that is tangent with the exit of the last described course, having a radius of 1002.56 feet, a central angle of 18°47'55", an arc length of 328.94 feet (record 334.87 feet) to a point on the East line of a tract of land conveyed to the City of Lee's Summit, Missouri, in said Corporate Warranty Deed recorded in Book 580, at Page 156, said point being the Point of Ending. The northerly and southerly limits of the herein described 80.00 feet-wide strip of land shall be lengthened or shortened to terminate at the adjoining tracts of land located at the easterly and westerly limits, as conveyed to the City of Lee's Summit, Missouri, in said Corporate Warranty Deed recorded in Book 580, at Page 156. Containing 117,735 square feet, more or less.

(Continued on Next Page)

This description prepared by:  
J. Aubrey Meyer, MO PLS #2007017966  
Affinis Corp  
Land Surveying: MO CLS#2000175358  
8900 Indian Creek Parkway, Suite 450  
Overland Park, KS 66210





(Continued from Previous Page)

AND:

Easement Description (Principal Dam, East Reservoir)

All that part of the Southwest Quarter of Section 5, Township 48 North, Range 31 West, in the City of Lee's Summit, Jackson County, Missouri, being described as follows:

A strip of land 80.00 feet in width, lying 40.00 feet on each side of the following described centerline:

Commencing at the corner common to Section 5,6,7, and 8, Township 48 North, Range 31 West; thence North 02°07'57" East, along the West line of said Section 5, a distance of 164.01 feet to its intersection with the centerline of Lakewood Boulevard as now established; thence North 31°51'03" East, along the centerline of said Lakewood Boulevard, a distance of 167.86 feet to a point on the East line of a tract of land conveyed to the City of Lee's Summit, Missouri, in a Corporate Warranty Deed being recorded in Book 580, at Page 156, said point also being a point on the West line of a tract of land as described as Principal Dam, East Reservoir in a Roadway Agreement document being recorded in Book 553, at Page 428, said point bearing due North a distance of 306.48 feet (record 307.93 feet) and due East a distance of 94.69 feet (record 96.16 feet) from the Southwest corner of said Section 5, said point being the Point of Beginning; thence North 31°57'53" East a distance of 1,175.50 feet (record 1,169.72 feet); thence in a northeasterly direction along a curve to the right that is tangent with the exit of the last described course, having a radius of 500.00 feet, a central angle of 18°11'19", an arc length of 158.73 feet (record 160.28 feet) to a point on the West line of a tract of land conveyed to the City of Lee's Summit, Missouri, in said Corporate Warranty Deed recorded in Book 580, at Page 156, said point being the Point of Ending. The northerly and southerly limits of the herein described 80.00 foot-wide strip of land shall be lengthened or shortened to terminate at the adjoining tracts of land located at the easterly and westerly limits, as conveyed to the City of Lee's Summit, Missouri, in said Corporate Warranty Deed recorded in Book 580, at Page 156. Containing 106,738 square feet, more or less.

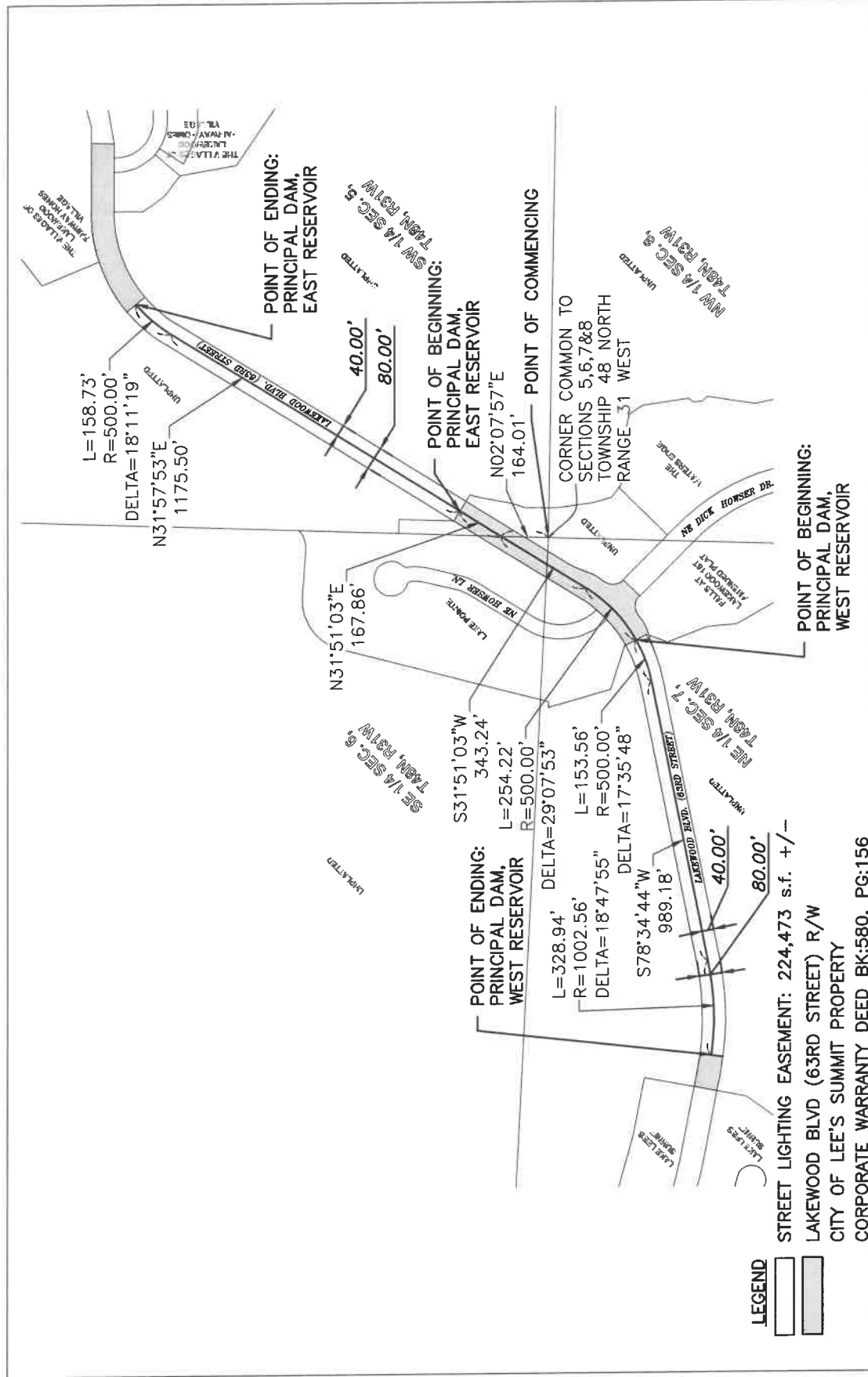
The bearings used in these descriptions are Grid North and based on the Missouri Coordinate System, 1983, West Zone, NAD83(2011).



This description prepared by:  
J. Aubrey Meyer, MO PLS #2007017966  
Affinis Corp  
Land Surveying: MO CLS#2000175358  
8900 Indian Creek Parkway, Suite 450  
Overland Park, KS 66210

**Affinis**  
corp

## EXHIBIT B (Drawing of Licensed Premises and Improvement Locations)



**LEGEND**  
 STREET LIGHTING EASEMENT: 224,473 s.f. +/-  
 LAKEWOOD BLVD (63RD STREET) R/W  
 CITY OF LEE'S SUMMIT PROPERTY  
 CORPORATE WARRANTY DEED BK:580, PG:156

**Affinis**  
corp

8900 Indian Creek Parkway, Suite 450  
 Overland Park, Kansas 66210  
 Phone: 913-239-1100  
 Toll Free: 877-527-5468  
 Fax: 913-239-1111  
[www.affinis.us](http://www.affinis.us)

CITY OF LEE'S SUMMIT, MISSOURI  
 LAKEWOOD WAY STREET  
 LIGHT IMPROVEMENT

NORTH  
  
 SCALE IN FEET

Date: 11/10/2020  
 Drawn By: BJC  
 Checked By: JAM  
 Approved By: RLU  
 Job #20-0122.04