

## INGRESS/EGRESS EASEMENT AGREEMENT

THIS INGRESS/EGRESS EASEMENT AGREEMENT (this “Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **City of Lee's Summit**, a Missouri municipal corporation (“Grantor”), with a mailing address of 220 S.E. Green, Jackson County, Lee's Summit, Missouri 64063, and **221 NW Chipman Road LLC**, a Missouri limited liability company (“Grantee”), with a mailing address of 110 N. Grand Ave., Maryville, MO 64468, Attention: David Kiene, Ed.D.

WITNESSETH, That the Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto said Grantee, its successors and assigns, a permanent access easement (the “Easement”) for use as access to and from Grantee’s property (Parcel Number: 61-320-01-02-00-0-00-000) (“Grantee’s Property”) for use only by Grantee and its agents, employees, contractors, invitees, permittees, licensees, successors, and assigns to install, construct, maintain and use as a driveway on, over, along, and across the following described lots, tracts, or parcels of land lying, being and situated in the County of Jackson, and the State of Missouri, as legally described and depicted on Exhibit A attached hereto (the “Easement Tract”), being a portion of Grantor’s property (Parcel Number: 61-320-01-03-00-0-00-000).

GRANTEE, its successors and assigns, shall have the right of ownership in the driveway improvements in the Easement Tract. Grantee shall be solely responsible for installation, construction, reconstruction, maintenance, replacement, repair, or relocation of the driveway improvements in the Easement Tract and the Easement Tract at its own expense even if the installation, construction, reconstruction, maintenance, replacement, repair, or relocation of the driveway improvements that is caused by or requested by the Grantor. Grantee shall at all times keep the Easement Tract in a safe, sightly, good, and functional condition.

GRANTOR, its successors and assigns, shall maintain the right to control reasonable access to any public street from the Easement Tract in accordance with Grantor’s access management control policy, ordinances, rules, or regulations. Grantor reserves all rights in any existing easements and right-of-way in the Easement Tract and this Agreement does not grant Grantee any rights in the existing easements and right-of-way in the Easement Tract.

GRANTOR, for itself and its agents, contractors, invitees, permittees, and licensees, expressly reserves the right to the use and enjoyment of the Easement Tract for any and all purposes; provided that such use and enjoyment of the Easement Tract shall not unreasonably impair, interfere with, obstruct, or restrict the full

and complete use and enjoyment of the Easement and the Easement Tract by the Grantee or its agents, employees, contractors, invitees, licensees, successors and assigns for the purposes set forth herein.

GRANTEE, its successors and assigns, agrees to obtain and maintain: (a) commercial general liability insurance on a claims occurrence form containing a per occurrence combined single limit of not less than Three Million Dollars (\$3,000,000), protecting against bodily injury, property damage (broad form) and personal injury claims arising from the exposures of (i) premises operation; (ii) products and completed operations; (iii) independent contractors; and (iv) property damage, resulting from, without limitation, explosion, collapse or underground exposures; and (b) worker's compensation insurance providing statutory benefits imposed by applicable state or federal law. Grantee shall add Grantor as an additional insured on the general liability policy. Each policy shall provide for a waiver of subrogation and contain an endorsement specifying that the insurance provided shall be considered primary and any insurance of Grantee shall be considered excess, as may be applicable to claims arising hereunder. Grantee shall evidence that such insurance is in force by furnishing Grantor with one or more certificates of insurance. The policies shall not be subject to cancellation, non-renewal, address change, or reduction of amounts of coverage without at least 30 days prior written notice to Grantor.

GRANTEE, its successors and assigns, shall indemnify, defend and hold harmless Grantor and each elected official, officer, director, employee, or agent thereof (the Grantor and any such person being herein called a "Grantor Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any such Grantor Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by Grantee's use of the Easement Tract.

In the event Grantee, its successors and assigns, fails to perform any provision in accordance with the requirements of this Agreement, or to provide insurance as required herein, or to pay or to perform any other obligation set forth herein, each within ten (10) days following written notice thereof to Grantee, the Grantor shall have the right, but not the obligation, to enter upon the Easement Tract and perform said maintenance, repair, or replacement provision, acquire said insurance, or make payment or perform such obligation on the account of the nonperformance of Grantee. The foregoing right to cure shall not be exercised if within such ten (10) day written notice (i) the Grantee cures the default, or (ii) if the default is curable, but cannot reasonably be cured within that time period, the Grantee begins to cure such default within such time period and thereafter diligently pursues such cure to completion. The ten (10) day notice period shall not be required if, using reasonable judgment, the Grantor reasonably deems that an emergency exists. In the event of such an emergency, the Grantor shall give notice reasonable under the circumstances to the Grantee. Within ten (10) days following written demand, including copies of paid invoice, the Grantee shall reimburse the Grantor any sum reasonably expended by Grantor to cure the default. Grantee shall be responsible for reasonable attorneys' fees and costs in the enforcement and collection thereof. The Grantor shall also have the right to restrain by injunction any violation or threatened violation by Grantee of any of the terms, covenants, or conditions hereof, or to obtain a decree to compel performance if any such term, covenant, or condition is not adequate. All remedies are cumulative and shall be deemed in addition to any and all other remedies to which Grantor may have at law or in equity.

A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts of this Agreement.

In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of Grantor's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.

This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Jackson County, Missouri at Independence.

THIS GRANT, Agreement, and Easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the Grantor and Grantee.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anyway appertaining, unto the said Grantee and unto its successors and assigns forever.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by the Mayor, and attested, this \_\_\_\_\_ day of \_\_\_\_\_, 2023:

**City of Lee’s Summit,  
a municipal corporation**

By: \_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

SEAL

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

**ACKNOWLEDGMENT**

STATE OF MISSOURI  
COUNTY OF JACKSON

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, A Notary Public in and for said County and State, personally appeared:

**Mayor *William A. Baird***

To me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Lee’s Summit, Missouri, a Municipal Corporation that executed the foregoing instrument and that the seal affixed to the foregoing instrument is the Corporate Seal of said Municipal Corporation and that said instrument was signed, sealed and delivered in the name and on behalf of said municipal corporation by authority of its City Council, and said City Clerk acknowledges said deed to be the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my seal at my office in Jackson County, Missouri, the day and year above written.

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

IN WITNESS WHEREOF, **Grantee**, has caused these presents to be signed by its \_\_\_\_\_ and attested by its \_\_\_\_\_, and its Corporate Seal to be hereunto affixed this\_\_ day of \_\_\_\_\_, 2023.

**221 NW Chipman Road LLC,**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

ATTEST:

NO SEAL

\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF MISSOURI  
COUNTY OF JACKSON

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ of **221 NW Chipman Road LLC**, and that said instrument was signed in behalf of said **221 NW Chipman Road LLC**, by authority of its board of directors, and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said **221 NW Chipman Road LLC**, and that said association has no corporate seal.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my seal at my office in Jackson County, Missouri, the day and year above written.

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