LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made	this day of	, 20, k	by and
between the City of Lee's Summit, Missouri	(hereinafter called	"City"), and John Knox V	/illage
Inc (hereinafter called "Licensee").			

WITNESSETH:

WHEREAS, City presently owns real property interest in the form of a permanent water line and utility easement described in paragraph 1 below ("Licensed Premises"); and

WHEREAS, City agrees to license to Licensee and Licensee desires to license from City the Licensed Premises for the sole purpose of constructing and maintaining certain improvements which already exist as of the date of this License as described below ("Improvements"), and to use the Licensed Premises for such construction, maintenance and access to such improvements ("Licensed Uses") only and subject to the terms and conditions of this license.

NOW, THEREFORE, City, 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 construction and maintenance of the Improvements and for the Licensed Uses, subject to the following:

1. LICENSED PREMISES. The Licensed Premises referenced in this Agreement are legally described as:

All areas within easements, licenses or other property interests of the City and used or to be used for water utility services contained within the Plat of JOHN KNOX RETIREMENT VILLAGE 14TH PLAT, LOTS 1 2 AND 3, including rights which were conveyed by deed or other document, and shown on an Exhibit A and reference it here such as See Exhibit A.

This License is subordinate to the rights of the City under its easement recorded at Jackson County, Missouri, existing and shown on Plat John Knox Retirement Village 14th Plat Lots 1 2 and 3 or in use prior to the date of this License, except as specifically permitted herein, including the obligation of Licensee to at all times refrain from increasing City's costs of constructing, maintaining or repairing its utility infrastructure within the Licensed Premises. Specifically, should City need to remove or alter or damage any Improvements within the Licensed Premises, City shall not be responsible for repairing, replacing or paying for such costs of removal, alteration or damages or returning such Improvements to a condition similar to what existed prior to City's actions to Licensee.

2. USE OF LICENSED PREMISES/IMPROVEMENTS.

Primary Use. The primary use of the premises and easement areas belonging to City shall be for water utility and access to water utility infrastructure and providing service to residents and customers in the City of Lee's Summit Water Utilities service area.

Improvements. This License shall only permit those structures including paved areas which exist over the City's primary use areas and water lines at the time this License is granted.

No new structures shall be permitted or constructed within the Primary Use area belonging to the City.

Licensed Uses. Subordinate to Primary Use in all areas in which the City has an easement or other property interest for the purpose of utilities, Licensee, its officers, members, contractors, agents and guests shall have the right to use the Licensed Premises solely for the repair, alteration and maintenance of, and access to, the Improvements and for the Licensed Uses provided building permits and building permit review is obtained prior to the maintenance, alteration or repair of any improvement that would require a building permit, such change is approved by a Final Development Plan and by the Director of the City's Water Utilities. The Improvements on the Licensed Premises shall comply with all ordinances of the City and are subject to approval of the City. Specific approval by the Water Utilities Director shall be required before any, repair or replacement of any Improvements within, under or over the Licensed Premises shall begin. This License is subject to such approval, and any such Improvements shall only be allowed as accessory and supportive of activity of the John Knox Village. Other uses not engaged in by John Knox Village or Licensee shall be allowed in any Improvement allowed by this License. In no event shall any use or Improvement be permitted, or continued, upon written notice as provided in Paragraph 12 of this License or if such notice is not possible, to the registered agent of Licensee, that the use or Improvement is interfering with City's use of its easement.

- 3. RESTRICTION ON MODIFICATIONS AND IMPROVEMENTS. Except as specifically allowed by paragraph 2, Licensee, its officers, members, contractors, agents, and guests are prohibited from making any addition, modification or improvement to any part of the Licensed Premises, and are prohibited from placing, affixing or constructing any structure, utility, signage or markings on the Licensed Premises except with specific written authorization by the Director of City's Water Utility.
- 4. MAINTENANCE. Licensee agrees to maintain, at its sole cost, the Improvements to the Licensed Premises and the Licensed Premises, at all times during the continuation of this Agreement. In the event Licensee fails to maintain the Licensed Premises as set forth herein, City reserves the right to revoke this Agreement pursuant to paragraph 8 hereof and remove, at its option and the expense of such revocation shall be paid by Licensee, the Improvements on the Licensed Premises. Said maintenance shall include without limitation:
 - A. UPKEEP. The upkeep of the Improvements to the Licensed Premises and the Licensed Premises in a sightly and litter-free condition, and in compliance with all City Codes.
 - B. WEEDING, MOWING, ETC. The performance of any other action, including without limitation, the weeding and mowing of the Licensed Premises, which will ensure that the Licensed Premises shall remain in a sightly condition.
- 5. RESTRICTION AS TO WASTE. Licensee shall not, except so far as may be reasonably necessary for the maintenance of the Improvements on the Licensed Premises and the Licensed Premises as aforesaid, commit or permit any waste thereon, and in particular Licensee shall not without the permission in writing of City and its Director of Water Utilities alter the ground cover over City's water lines or in any manner impact City's infrastructure or access to same. Licensee shall be liable for any damage done to the Licensed Premises and any of City's water lines or utility infrastructure, except as permitted by this Agreement, by any persons

entering upon the Licensed Premises on behalf of Licensee pursuant to the terms of this Agreement.

6. GENERAL INDEMNITY.

- Licensee shall indemnify, release, defend, become GENERAL. responsible for and forever hold harmless the City, 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 Licensee or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein including loss of water service to a third party; provided, however, that Licensee need not save harmless the City from claims, demands, losses and expenses (A) to the extent arising out of the sole negligence or misconduct of the City, 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 City from its insurance coverages. This requirement for indemnity is not intended and shall not be construed as a waiver by City of any immunity or defense available to City, its officers, agents, employees, elected officials and attorneys, in their individual or official capacities, including sovereign immunity.
- B. NO LIMITATIONS OR WAIVER. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for Licensee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by Licensee. The City does not, and shall not, waive any rights against Licensee, which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by Licensee, of any of the insurance policies described in this Agreement. Except as provided in subpart A above, this indemnification by Licensee shall apply regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- C. NOTIFICATION OF CLAIMS. With respect to any claims, which are subject to indemnity hereunder, Licensee shall immediately notify the City of any and all claims filed against Licensee or Licensee and the City jointly, and shall provide the City with a copy of the same.
- D. CHALLENGES TO CONTRACT. Licensee shall indemnify, defend and hold harmless the City, 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 City 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, Licensee's duty of defense and indemnification under this section.

7. INSURANCE.

GENERAL PROVISIONS. Licensee shall file with the City evidence of liability insurance with an insurance company licensed to do business in Missouri. At all times while this Agreement remains in effect, and in recognition of the indemnification provisions set forth above, Licensee shall, at its own cost and expense, maintain a program of commercial general liability insurance and/or self-insurance in the amounts specified below to protect Licensee and the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from any liability for bodily injury, death and property damage occasioned by the activities of Licensee, or any person acting on their behalf, under this Agreement, including, but not limited to, Licensee's operations, products, services or use of automobiles or construction equipment. As proof of this compliance, Licensee shall, during the term of this Agreement, keep on file with the Clerk of the City a certificate of insurance with an insurance company licensed to do business in the State of Missouri and/or affidavit of self-insurance, which shall show the types and amounts of coverage. Any affidavit of self-insurance shall be signed by Licensee, or an employee or officer of Licensee who has knowledge of Licensee's self-insurance program and is authorized to make representations as to the scope of said program, and shall contain a statement making such representations. In the event insurance amounts and coverage are insufficient to pay all damages arising out of the grant of this License and its use by Licensee. amounts assessed or awarded against the City, its officers, agents, employees, elected officials and attorneys, in their individual or official capacities, shall be paid first.

B. LIMITS AND COVERAGE.

- (1) Commercial General Liability:
 - (a) In an amount of at least the Missouri sovereign immunity monetary liability limit for (i) all claims arising out of a single occurrence and (ii) for any one person in a single accident or occurrence as set forth in Missouri Revised Statutes section 537.610, for bodily injury and property damage, for the current year.
 - (b) \$2,000,000 products and completed operations aggregate.
- (2) Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption.
- (3) Employer's Liability: Minimum \$2,000.00 each occurrence.
- (4) Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of at least the current Missouri sovereign immunity monetary liability limit for (i) all claims arising out of a single occurrence and (ii) for any one person in a single accident or occurrence as set forth in Missouri Revised Statutes section 537.610 for each occurrence and

- aggregate, for the current year; at least as broad as the underlying general liability, automobile liability and employer's liability.
- (5) The following endorsements shall attach to the policy:
 - (a) The policy shall cover personal injury as well as bodily injury.
- (b) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
 - (c) Broad form property damage liability shall be afforded.
 - (d) The City shall be listed as an additional insured.
 - (e) Standard form of cross-liability shall be afforded.
 - (f) The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.
- C. USE OF CONTRACTORS AND SUBCONTRACTORS. Licensee shall not permit any contractor or subcontractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under paragraph 7(B) of this License Agreement. Said insurance shall be maintained in full force and effect until the completion of the work performed, and approval thereof by the City.
- D. WORKERS' COMPENSATION. Licensee shall ensure that all contractors or subcontractors performing work for Licensee obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, Licensee shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect the City from any and all claims of such employees arising out of occurrences during work performed hereunder. Licensee hereby indemnifies the City for any damage resulting to it from failure of either Licensee or any contractor or subcontractor to obtain and maintain such insurance. Licensee further waives its rights to subrogation with respect to any claim against the City for injury arising out of performance under this Agreement. Licensee shall provide the City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Improvements.
- 8. REVOCATION. Notwithstanding any provision of this Agreement to the contrary, City may cancel this Agreement and revoke the license hereby granted as to all or any part of the Licensed Premises at any time upon one hundred twenty (120) days advance notice in writing, provided, however, no advance notice is required if Licensee shall break any of the conditions or obligations herein contained. Licensee may cancel this Agreement at any time upon one hundred twenty (120) days advance notice in writing. No such termination by Licensee shall negate any rights or obligations of the parties accrued through the date of such termination. In the event Licensee elects to terminate this Agreement, the City reserves the right to remove, at the City's option, and at the expense of Licensee, all landscaping on the Licensed Premises.

9. CONSTRUCTION OF AGREEMENT.

- A. SIMPLE LICENSE. The license created by this Agreement shall be construed as a simple license (sometimes referred to as a "bare," "mere" or "naked" license) revocable at the will of the City, subject only to any advance written notice of revocation required by paragraph 8.
- 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.
- 10. 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 that at the request of Licensee, the City will consider assigning this Agreement to a home or property owner association.
- 11. 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 provisions of paragraph 8 shall not be affected thereby and each term and provision of said paragraph 10 shall be valid and enforced to the fullest extent permitted by law.
- 12. NOTICE. Whenever any notice is required by this Agreement to be made, given or transmitted to the City, 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 Street Lee's Summit, Missouri 64063

and notices to Licensee shall be addressed to:

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.

13. 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned at Lee's Summit, Missouri.

	CITY OF LEE'S SUMMIT, MISSOURI
	Mayor
ATTEST:	
City Clerk	
APPROVED AS TO FORM:	
	ACKNOWLEDGMENT
STATE OF MISSOURI COUNTY OF JACKSON	
On this day of, 201, personally appeared:	pefore me, A Notary Public in and for said County and State,
	duly sworn, did say that she is the Mayor, and said Clerk of the CITY OF LEE'S SUMMIT, a Municipal Corporation
that executed the foregoing instrument 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 Mayor acknowledges said deed to be the free act and deed of said municipal corporation.

	Notary Public Signature
My Commission Expires:	Printed or Typed Name
	John Knox Village, Inc
	By: Printed:
	Title:
STATE OF MISSOURI COUNTY OF JACKSON	
personally known, who, being by me duly of (name of cor [LLC, corporation, Association type of enti	before me appeared(name), to me sworn did say that he or she is the(position), and that said instrument was signed on behalf of saidity] by authority of its board of directors or other authorizing ame) acknowledged said instrument to be the free act and deeship, association, corporation]
	Notary Public Signature
	Printed or Typed Name

My Commission Expires:

EXHIBIT A

