

RECORDER'S CERTIFICATION
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INSTRUMENT NUMBER / BOOK & PAGE

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Book: Page:

Robert T. Kelly, Director, Recorder of Deeds

(Space above reserved for use by Recorder of Deeds)

Title of Document: Access Easement Agreement

Date of Document: March 5, 2019

Grantor: Townsend Summit, LLC, a Delaware limited liability company

Grantee: Summit Orchards Community Improvement District, a community improvement district and political subdivision of the State of Missouri

Grantee's Address: c/o Townsend Summit, LLC, 11311 McCormick Road, Suite 470, Hunt Valley, MD 21031, Attention: Mr. David Townsend

Legal Description: See Exhibit A

Reference Book and Page: N/A

(FOR INDEXING PURPOSES ONLY)

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of this 5th day of March, 2019 (the "Effective Date"), by and among Townsend Summit, LLC, a Delaware limited liability company ("Grantor"), having an address of 11311 McCormick Road, Suite 470, Hunt Valley, MD 21031, Attention: Mr. David Townsend, and Summit Orchards Community Improvement District, a community improvement district and political subdivision of the State of Missouri ("Grantee"), having an address of c/o Townsend Summit, LLC, 11311 McCormick Road, Suite 470, Hunt Valley, MD 21031, Attention: Mr. David Townsend, Grantor and Grantee are sometimes referred to herein collectively as the "parties" and each individually as a "party".

RECITALS:

WHEREAS, Grantor owns that certain real property located in Jackson County, Missouri more particularly described on Exhibit A hereto (the "Grantor Property").

WHEREAS, Grantee is a community improvement district created pursuant to Mo. Rev. Stat. 67.1401 et seq. ("CID Law") to provide a source of financing for certain property, improvements, infrastructure and/or services in connection with the development of the Grantor Property. Grantee has the power to take such actions, including imposing and assessing taxes and/or special assessments against the Project, as permitted by the CID Law, the petition filed with the Office of the City Clerk for the City of Lee's Summit, Missouri (the "City") on January 31, 2019 for the creation of Grantee and the associated Cooperative Agreement between the City Grantor and Grantee dated March 5, 2019 (the "Cooperative Agreement"), a memorandum of which is recorded as Instrument No. 2019E0051682 with the Jackson County Recorder of Deeds. Capitalized terms not otherwise defined in this Agreement shall have the meaning given to them in the Cooperative Agreement.

WHEREAS, Grantor and Grantee are entering into this Agreement, and Grantor is granting the easement contained herein, pursuant to the terms of the Cooperative Agreement.

WHEREAS, the Grantor desires to grant, and Grantee desires to accept, the easement described herein, subject to the terms and conditions of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the Cooperative Agreement, the recitals set forth above, the mutual agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby declare, covenant, and agree as follows:

1. Grant of Easement. Grantor hereby grants unto Grantee a non-exclusive easement over, across, in and to the CID Public Improvements, in accordance with the terms of the Cooperative Agreement, for the purposes of providing (a) for the use and benefit of Grantee and the general public, a convenient means of vehicular and pedestrian ingress and egress, as applicable, over and across the Internal Drives, (b) for the use and benefit of Grantee and the general public, a convenient means of pedestrian ingress and egress over and across all sidewalks and pedestrian paths within the Development Area that are funded with CID Revenues, (c) for the

use and benefit of Grantee and the general public, the right to view and enjoy the Art Features, the Public Landscape and the Public Signage, and (d) for the use and benefit of Grantee, the right to maintain the CID Public Improvements. Grantor reserves for itself all rights of ownership, operation and use of the CID Public Improvements that are not inconsistent with the easement as granted herein, and Grantee shall have the authority to implement reasonable time, place and manner regulations for the safe and orderly use of the areas which are subject to the easement.

2. Future Development; No Interference. This Agreement and the easement granted herein shall not restrict the development or redevelopment of the Grantor Property so long as Grantor's use of the Grantor Property does not unreasonably interfere with use of the easement by Grantee and the general public. The parties agree that the temporary closure or obstruction of the CID Public Improvements in connection with the maintenance, replacement, development and redevelopment of the CID Public Improvements and the Grantor Property shall not be deemed an unreasonable interference with the use of the easement granted herein.

3. Term of Agreement. This Agreement and the easement granted hereby shall automatically expire and terminate upon the expiration of the term of Grantee's existence without any further action being required on the part of the parties hereto. Until such termination, the easement granted herein shall be irrevocable.

4. Remedies. No breach of this Agreement shall entitle either party to cancel, rescind, or otherwise terminate the easement granted herein without the consent of the other party, but such limitation shall not affect, in any manner, any other rights or remedies which the parties may have hereunder, at law or in equity to enforce any breach of this Agreement.

5. Existing Matters. This Agreement and the easement granted hereby are expressly subject to all covenants, conditions, easements, rights-of-way, liens, encumbrances and other matters affecting the Grantor Property, including, without limitation, that certain Reciprocal Easement and Operating Agreement being entered into by Grantor on or about the date hereof.

6. Estoppel. The parties hereto each agree to execute and deliver, after a request therefor by any other party hereto, an estoppel certificate stating that this Agreement is in full force and effect, that no party is in default hereunder (or specifying in detail any default), any amount(s) that are owed to it by another party under this Agreement or owed by it to another party under this Agreement, that this Agreement has not been assigned, modified or amended in any way (or if it has, then stating the nature thereof). Such certificate shall be delivered within twenty (20) days of such request.

7. Modification. No provision or term of this Agreement may be amended, modified, revoked, supplemented, waived, or otherwise changed except by a written instrument duly executed by the parties.

8. Binding Effect; Assignment. The easement and rights hereby created, and all the covenants, agreements and provisions of this Agreement, shall be continuing rights and covenants running with the land and shall bind and inure to the benefit of the parties hereto and their respective grantees, successors and assigns. Notwithstanding the foregoing, Grantee shall not

assign its interest under this Agreement without the prior written consent of Grantor and any attempt to do so without consent shall be void and of no effect.

9. No Dedication; No Third-Party Beneficiaries. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the easement granted herein to the general public, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes and the period of time herein expressed. No other person or entity that is not a party hereto shall be deemed a third-party beneficiary of this Agreement, except for the limited rights of the general public, through Grantee, to use and enjoy the easement pursuant to the terms hereof.

10. No Prescriptive Rights. Neither Grantee or the general public shall acquire any prescriptive rights with respect to the easement granted herein.

11. Waiver. The failure by any party to enforce any provision of this Agreement in a timely manner shall not be deemed a waiver of the right to enforce that provision, and any express waiver by any party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of that provision.

12. Authority. The parties each represent and warrant to each other that they are authorized to enter into this Agreement and perform the covenants set forth herein.

13. Notices. All notices and demands herein required or permitted shall be in writing and sent by certified mail, return receipt requested, or nationally recognized overnight courier service at the address or addresses set forth in the opening paragraph, or as otherwise provided in writing to the respective parties.

14. Severability. If any provision of this Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired thereby; nor shall the validity, legality, or enforceability of any such defective provisions be in any way affected or impaired in any other jurisdiction.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

GRANTOR:

TOWNSEND SUMMIT, LLC,
a Delaware limited liability company

By: SR
Name: Steve Rich
Title: Authorized Signatory

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

On this 17th day of April, 2019, before me appeared Steve Rich, as Authorized Signatory of TOWNSEND SUMMIT, LLC, a Delaware limited liability company, to me known to be the person(s) described herein and who executed the foregoing instrument and acknowledged before me that he/she/they executed the same as their free act and deed.



JULIE C. PRYOR
My Commission Expires
April 9, 2020
Jackson County
Commission #12517227

Julie C Pryor
Notary Public

Printed Name: Julie C. Pryor

My commission expires: 4-9-2020

GRANTEE:

**SUMMIT ORCHARDS COMMUNITY
IMPROVEMENT DISTRICT,**

a community improvement district and
political subdivision of the State of Missouri

By: Conrad Lamb
Name: Conrad Lamb
Title: Executive Director

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

On this 17th day of April, 2019, before me appeared Conrad Lamb, as Executive Director of SUMMIT ORCHARDS COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and political subdivision of the State of Missouri, to me known to be the person(s) described herein and who executed the foregoing instrument and acknowledged before me that he/she/they executed the same as their free act and deed.



JULIE C. PRYOR
My Commission Expires
April 9, 2020
Jackson County
Commission #12517227

Julie C. Pryor
Notary Public
Printed Name: Julie C. Pryor
My commission expires: 4-9-2020

EXHIBIT A

Grantor Property

Lots 4A–4E, Summit Orchard, Lots 4A-4E, a subdivision in the City of Lee's Summit, Jackson County, Missouri.