

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (the "Agreement") is made effective as of the 13th day of September, 2022 by and between Wells Realty, LLC, a Missouri a Missouri limited liability company (the "Grantor"), being the present owner of the following described real property (the "Grantor's Property"):

Lot 21A, Block 5, together with the Southerly ½ of the vacated alley lying Northerly of and adjoining said lot, all of LOWE'S ADDITION, LOT 21A OF BLOCK 5, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

and 705 High Street, LLC, a Missouri limited liability company (the "Grantee"), being the present owner of the following described real property (the "Grantee's Property"):

Lots 9A,11A and 13A, Block 5 of Lowes Addition, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

(Address of Grantee: 705B SE Melody Lane, Suite 191, Lee's Summit, MO 64063).

NOW THEREFORE, in consideration of the mutual covenants and grants herein contained, the Grantor does by these presents grant, bargain, convey and confirm unto the Grantee, its successors and assigns, a temporary construction easement over the following real property more particularly described as follows (the "Easement Property"):

See Exhibit A

a grant to be made on the following terms and conditions:

1. **Grant.** The Grantor hereby grants to Grantee a private non-exclusive easement (the "Easement") for temporary vehicular and pedestrian access to and from and construction upon the Easement Area for purposes constructing a storm sewer and erosion control plan as described in the Preliminary Development Plan attached and labeled as Exhibit A (the

“Plan”) located on such Easement Area for the benefit of Grantee’s Property.

2. **Payment.** Grantee hereby agrees to make a total payment of Twelve Thousand Five Hundred Dollars and 00/100 cents (\$12,500.00) to Grantor in certified funds prior to the construction of Plan.
3. **Duration.** The Agreement shall commence on the date of this Agreement and shall be effective until completion of the Plan, or at the expiration of two (2) Years from the effective date of this Agreement.
4. **Use.** The Easement Area shall be used only by the invitees, employees, and agents of Grantee and others in privity with Grantee or its successors and assigns. Grantee shall not construct, nor allow to be constructed, any permanent building or structure within the Easement Area, other than constructing and reconstructing for the Plan located on the Easement Area for the benefit of Grantee’s Property.
5. **Grantor’s Representations, Warranties, and Obligations.**
 - a. Grantor is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Missouri.
 - b. Grantor is the owner in fee simple of all of the Property and has the right, legal capacity, power and authority to enter into this Agreement to convey permission to High Street pursuant to the terms and provisions herein, and to perform its other obligations hereunder;
 - c. Grantor shall be responsible for providing notice to any and all tenants of the Grantor’s Property of the work and potential noise or disruption that may be caused by completion of the Plan;
 - d. To the best of Grantor’s knowledge, Grantor is unaware of any environmental contaminates or hazardous substances existing on the Easement Property which might endanger Grantees, or which Grantee may be legally required, under existing laws or regulations, to remediate or remove, including but not limited to underground storage tanks, material amounts of hazardous materials or landfills.
 - e. To the best of Grantor’s knowledge there are no condemnation or eminent domain proceedings now pending or threatened concerning the Easement Property, and Grantor has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect Grantee’s completion of the Plan.
 - f. There are no actions or proceedings pending or, to the knowledge of Grantor, threatened against, relating to or affecting Grantor which could reasonably be expected to result in the issuance of an order restraining, enjoining or otherwise

prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement.

- g. To the best of Grantee's knowledge, the Property contains no wetlands, vegetation, animal species or significant historic/archeological sites which are subject to special regulations or limitations under local, state or federal laws, regulations or orders.
- h. To the best of Grantee's knowledge, the Easement Property is not located within any flood zone.

6. **Grantee's Representations, Warranties, and Obligations.**

- a. Grantee is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Missouri.
- b. Grantee hereby represents and warrants that: it has the right, legal capacity, power and authority to enter into this Agreement pursuant to the terms and provisions herein, and to perform its other obligations hereunder
- c. Grantee shall perform, or cause to be performed, all work necessary to complete the Plan within a reasonable time.
- d. Grantee shall ensure that all necessary approvals and permits have been obtained from the City of Lee's Summit, Missouri, prior to and throughout completion of the Plan
- e. Grantee shall be responsible for ensuring that any damage to the landscaping of the Easement Property or Grantor's Property caused by Grantee, or its agents, shall be restored to as good of condition as the landscaping was immediately prior to the onset of the work performed to complete the Plan.

7. **City Approval.** The parties each understand that the Plan may be modified, in the sole discretion of Grantee, to meet the demands or requirements by the City of Lee's Summit, Missouri to obtain the necessary approvals and permits to complete the Plan. In the event Grantee, in its sole and absolute discretion, determines changes required by the City of Lee's Summit, Missouri, to be excessive or not feasible, then Grantee may terminate this Agreement and receive back the Earnest Money Deposit with no further obligations or monies owed to Grantor unless construction of the Plan has commenced, in which case, Grantee shall be responsible for returning the Easement Property to the state it is in as of the Effective Date of this Agreement.

8. **Binding Effect.** All provisions of this Agreement, including the benefits and burdens, shall run with the land, and are binding upon and inure to the successors, assigns, and tenants of the parties hereto.

9. **Indemnity.** Grantee shall indemnify and hold harmless the Grantor from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including without limitation reasonable attorneys' fees), suffered or incurred by the Grantor arising out of or in connection with (i) Grantee's and/or Grantee's invitees' entry upon the Easement Area, (ii) any activities conducted on the Easement Area by Grantee and/or Grantee's invitees, and (iii) any liens or encumbrances filed or recorded against the Easement Area as a consequence of the activities undertaken by Grantee or Grantee's invitees.
10. **Amendments; Invalidity.** This Agreement shall not be amended except by written instrument, executed by the parties hereto or their permitted successors, legal representatives or assigns.
11. **Severability.** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed a waiver of such party's right to enforce against the other party the same or any other such term or provision.
12. **Entire Agreement.** This Agreement constitutes the entire Agreement among the parties hereto and supersedes and cancels any prior agreements, representations, warranties, communications, and any other written matters, oral or written, among the parties hereto relating to the transaction contemplated hereby or the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an agreement in writing signed by the party against whom or which the enforcement of such change, waiver, discharge or termination is sought.
13. **Litigation Expense.** If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this assignment, including any proceeding in the United States Bankruptcy Court, the prevailing party in such proceeding will be entitled to recover reasonable attorneys' fees in such proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law.
14. **Governing Law.** This Agreement will be governed by the law of the state of Missouri.

[Remainder of page intentionally left blank]

Executed this 3rd day of October, 2022.

GRANTOR:

WELLS REALTY, LLC

a Missouri limited liability company

By: _____

John Wells

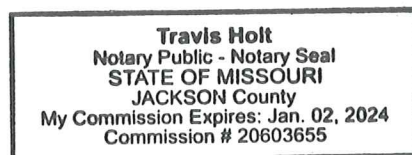
STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

On this 3rd day of October, 2022, before me appeared John Wells, to me personally known, who, being by me duly sworn did say that he is the Member of Wells Realty, LLC, a Missouri limited liability company, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its members and said John Wells acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the day and year last above written.

Notary Public

My Commission Expires: 01/02/2024



Executed this 12th day of September, 2022.

GRANTEE:

705 HIGH STREET, LLC

a Missouri limited liability company

By: [Signature]
Dustin Baxter

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 12th day of September, 2022, before me, the undersigned, a Notary Public, personally appeared Dustin Baxter, a Member of 705 High Street, LLC, a Missouri limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company by authority of its members, and said Dustin Baxter, Member acknowledged to me that he executed the same for the purposes therein stated, as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the day and year last above written.

[Signature]
Notary Public

My Commission Expires: 04/21/2025

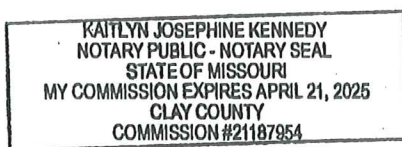


EXHIBIT A

