

RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI  
08/17/2004 08:21:23 AM

INSTRUMENT TYPE: EASE FEE: \$60.00 14 Pages



INSTRUMENT NUMBER/BOOK & PAGE:

200410078609

ROBERT T. KELLY, DIRECTOR OF RECORDS

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*(Space above reserved for Recorder of Deeds certification)*

**Title of Document:** Access Easement

**Date of Document:** July 27, 2004

**Grantor(s):** Paroya Petroleum, Inc.  
Fischer Family Properties, L.P.  
G & R Land Company, L.L.C.

**Grantee(s):** Paroya Petroleum, Inc.  
Fischer Family Properties, L.P.  
G & R Land Company, L.L.C.

**Mailing Address(s):** 9700 Polo Drive  
Kansas City, MO 64153

**Legal Description:** See Attached  
Pages 10, 11, 12 and 13

04631633  
**First American Title**  
1600 NW Mock Avenue  
Blue Springs, MO 64015  
816-229-5960

**Reference Book and Page(s):**

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*(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document)*

## ACCESS EASEMENT

JULY THIS ACCESS EASEMENT is entered into as of the 27<sup>th</sup> day of JULY, 2004, by and between Paroya Petroleum, Inc., (Paroya), a Missouri corporation, with offices at 9700 Polo Drive, Kansas City, Missouri 64153, Fischer Family Properties, L.P., (Fischer) a Missouri limited partnership with offices at 1200 S. Outer Rd., Blue Springs, Missouri 64015 and G & R Land Company, L.L.C., (G&R) a Missouri limited liability company, with offices at 9407 E. 40 Highway, Independence, Missouri 64055.

## WITNESSETH

WHEREAS, Fischer is the owner of that certain tract or parcel of land situated in the City of Lee's Summit, Jackson County, Missouri described on Exhibit "B" attached hereto and incorporated herein by reference ("Tract 1"), and which is identified as Tract 1 on the site plan attached hereto as Exhibit "A" ("Site Plan"); and

WHEREAS, Paroya is the owner of that certain tract or parcel of land in the same city, county, and state, which tract lies adjacent to Tract 1 and is identified as Tract 2 on the Site Plan and which is more fully described on Exhibit "C" attached hereto and incorporated herein by reference ("Tract 2"); and

WHEREAS, G&R is the owner of that certain tract or parcel of land in the same city, county, and state, which tract lies adjacent to Tract 1 and is identified as Tract 3 on the Site Plan and which is more; and

WHEREAS, G&R is constructing a building on Tract 3 and as a part of such development, the City of Lee's Summit has required that there be a curb cut and driveway constructed between Tract 1 and Tract 2 and cross access easements granted between the three Tracts.

WHEREAS, Paroya, G&R and Fischer have agreed to grant each other non-exclusive cross access easements for pedestrian and vehicular ingress and egress over and across the driveways and access roads that currently exist, and such driveways and access roads that may exist from time to time on that portion of Tract 1, Tract 2 and Tract 3 which is identified as the "Access Area" on the Site plan and which is more fully described on Exhibit "E" attached hereto and incorporated herein by reference (the "Access Area").

WHEREAS, G&R, has agreed to construct and install the curbs, curb cuts, paving and striping necessary to construct the interconnect between Tract 1 and Tract 2 as depicted on the Site Plan (the "Access Area Work").

WHEREAS, the parties shall equally share the cost of the Access Area Work.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. The term "Owner" shall mean the fee simple owner from time to time of all or any part of either Tract 1, Tract 2 or Tract 3.
2. Fischer Easement. Fischer hereby grants to Paroya and G&R and to their respective successors and assigns and their respective employees, agents, customers, tenants, subtenants, concessionaires, licensees and invitees for the benefit of Tract 2 and Tract 3, the non-exclusive right, privilege and easement to use the Access Area on Tract 1 for pedestrian and vehicular passage and repassage, in common with Fischer and Fischer's, successors, assigns, employees, agents, customers, tenants, subtenants, concessionaires, licensees and invitees. Such rights shall constitute a servitude on Tract 1, but only within the Access Area and shall be appurtenant to Tract 2 and Tract 3. Fischer specifically reserves the right to use the Access Area on Tract 1 for any purpose not inconsistent with this Agreement.
3. Paroya Easement. Paroya hereby grants to Fischer and G&R and to their respective successors and assigns and their respective employees, agents, customers, tenants, subtenants, concessionaires, licensees and invitees for the benefit of Tract 1 and Tract 3, the non-exclusive right, privilege and easement to use the Access Area on Tract 2 for pedestrian and vehicular passage and repassage, in common with Paroya and Paroya's, successors, assigns, employees, agents, customers, tenants, subtenants, concessionaires, licensees and invitees. Such rights shall constitute a servitude on Tract 2, but only within the Access Area and shall be appurtenant to Tract 1 and Tract 3. PAROYA specifically reserves the right to use the Access Area on Tract 2 for any purpose not inconsistent with this Agreement.
4. G&R Easement. G&R hereby grants to Fischer and Paroya and to their respective successors and assigns and their respective employees, agents, customers, tenants, subtenants, concessionaires, licensees and invitees for the benefit of Tract 1 and Tract 2, the non-exclusive right, privilege and easement to use the Access Area on Tract 3 for pedestrian and vehicular passage and repassage, in common with G&R and G&R's successors, assigns, employees, agents, customers, tenants, subtenants, concessionaires, licensees and invitees. Such rights shall constitute a servitude on

Tract 3, but only within the Access Area and shall be appurtenant to Tract 1 and Tract 2. G&R specifically reserves the right to use the Access Area on Tract 3 for any purpose not inconsistent with this Agreement.

5. Limitations. The easement grants set forth above are limited to only passenger vehicles and light trucks and pedestrian traffic associated with appurtenant Tracts, but nothing herein shall be construed to limit or restrict the use of the servitude Tract or any part thereof by the Owner of such servitude Tract; provided such use is not inconsistent with the provisions of this Agreement.
6. Construction of Access Area. G&R agrees to perform the Access Area Work, including, without limitation, constructing and installing the curbs, curb cuts, paving and striping necessary to construct the interconnect between Tract 1 and Tract 2 as depicted on the Site Plan. The curb cut shall be in substantially the location shown on the Site Plan. The Access Area Work shall include the paving of any unpaved portion of the curb cut area from the pavement on Tract 1 to the pavement on Tract 2. Fischer and PAROYA hereby grant G&R the right to enter upon their respective Tracts to perform the Access Area Work. Paroya and Fischer hereby agree to reimburse for one third (1/3) of the cost of the Access Area Work within 10 business days after notification of the completion of such Access Area Work and evidence of the cost and payment of such Access Area Work.
7. Maintenance. Each Owner shall be responsible for maintaining the Access Area located on such Owner's respective Tract and keeping the Access Area located on such Owner's respective Tract in a smooth and usable condition.
8. Self Help. If any Owner (the "Defaulting Party") fails to perform any of the covenants on its part to be performed as set forth in this Agreement, any other Owner (the "Curing Party") may (but shall not be required to) (i) if no emergency exists, perform the same after giving twenty (20) days' notice to the Defaulting Party (unless within such twenty (20) day period the Defaulting Party shall commence the necessary action and thereafter continue the same with diligence), and (ii) in an emergency situation, perform the same without notice or delay. The Defaulting Party shall, on demand, reimburse the Curing Party for the reasonable cost thereof.
9. Interest. All amounts payable under any provision of this Agreement, if unpaid when the same become due as herein provided, shall bear interest from the date such expense was incurred until reimbursed at an annual interest rate equal to four percent (4%) in excess of the prime rate from time to time announced by Chase Manhattan Bank, N.A., New York, New York (or its successors), as its prime rate, but in the event the rate of interest payable by the party being charged is limited by the laws of the State of Missouri, the interest rate shall not exceed the highest rate of interest which may be legally charged to such party.
10. Reservation of Rights. Notwithstanding anything contained herein to the contrary, each Tract Owner shall have the right to relocate, at such owner's sole cost, all or any part of the driveways or Access Area located on such Owner's Tract. Any relocated

driveway or Access Area shall be constructed with materials and in a manner such that the relocated driveway shall be of equal or better quality than the previously existing driveway.

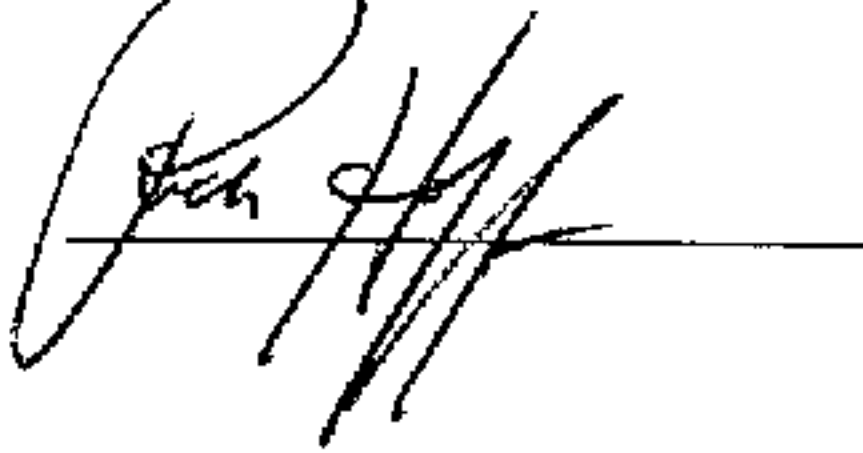
11. Curb Cuts. Without the written consent of Fischer and Paroya, there shall be no more than one (1) curb cut installed between Tract 2 and Tract 1 as shown on the Site Plan.
12. Public Grant. Nothing contained herein shall be used or construed as a grant of any rights to any public or governmental authority or agency.
13. Indemnification. Each Tract Owner hereby indemnifies and saves the Owner of the other Tract harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own Tract, except if caused by the intentional act or negligence of the indemnified Owner.
14. Successors. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of Tract 1, Tract 2 or Tract 3 is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction herein, whether or not any reference to this Agreement is contained in the instrument by which person acquired interest in such Tract.
15. Agreement to Run with Land. The parties agree that (i) Tract 1, Tract 2 and Tract 3 are and shall be conveyed, encumbered, leased, occupied, used, improved and/or transferred (in whole or in part), subject to the provisions of this Agreement and (ii) this Agreement shall run with Tract 1, Tract 2 and Tract 3 and shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns. The easements, benefits and obligations hereunder shall create benefits and servitudes upon Tract 1, Tract 2 and Tract 3 and shall run with the land.
16. Sale by a Owner. If a Owner sells all or any portion of its interest in its Tract (which sale may be effected without the consent of any other Owner), upon such sale such Owner (and in the case of any subsequent sales, the then grantor or transferor) shall be entirely released and relieved from all liability with respect to the performance of any covenants and obligations on the part of such Owner to be performed under this Agreement which accrue from and after the date of such sale with respect to that portion of such Owner's Tract which was sold; it being intended hereby that the covenants and obligations on the part of each Owner to be performed under this Agreement shall be binding on each Owner, its successors and assigns, or any subsequent Owner of all or any portion of either Tract, only during and in respect of their respective periods of ownership of a portion of either Tract and only with respect to such portion so owned.
17. Modification. This Agreement may be modified or canceled only by the written agreement of all of the Owners.

18. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all together shall be deemed one and the same document.
19. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day  
and year first above written.

~~MARKET:~~  
PAROYA

ATTEST:

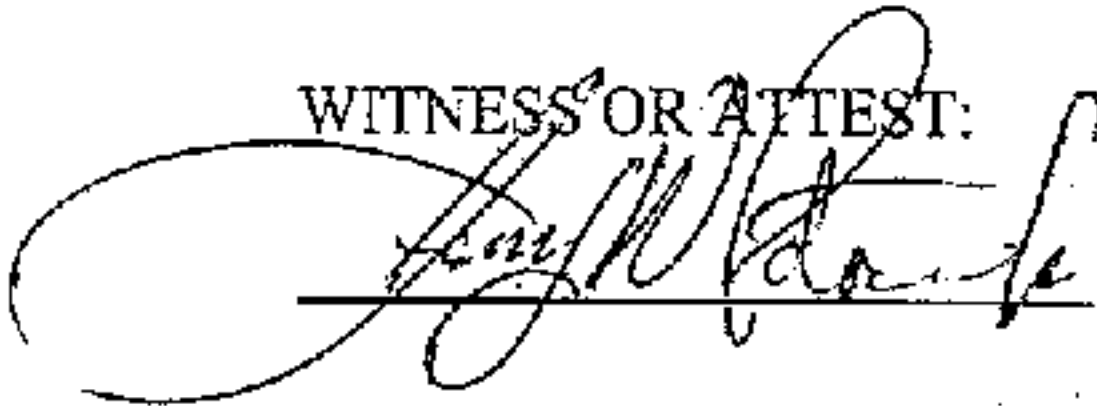
  
\_\_\_\_\_  
Notary Public

By:   
\_\_\_\_\_  
ARFAN A. PAROYA

Title: President

FISCHER:

WITNESS OR ATTEST:

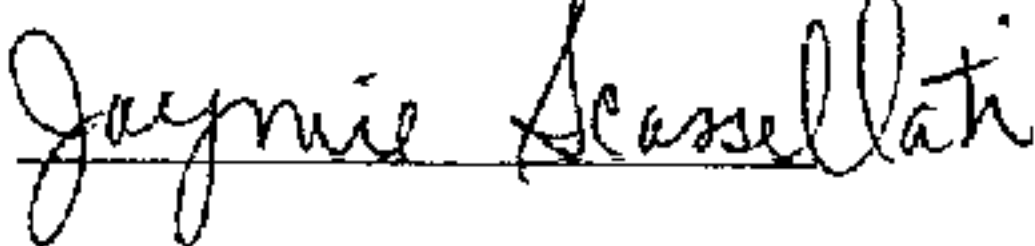
  
\_\_\_\_\_  
Witness


By:   
\_\_\_\_\_  
REGINA FISCHER

ITS: Limited Partner

G&R:

WITNESS OR ATTEST:

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
RICK HOFFMAN

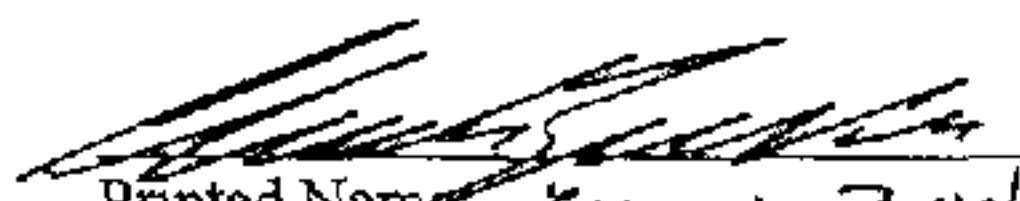
ITS: MEMBER

ACKNOWLEDGMENT

STATE OF MISSOURI )  
COUNTY OF JACKSON ) SS.

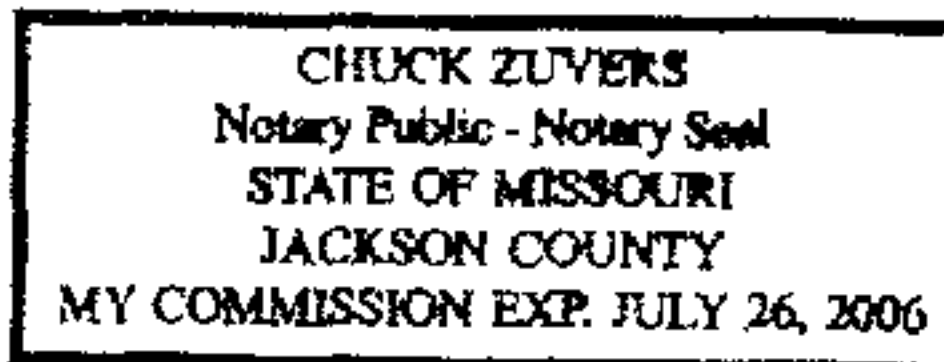
On this 28 day of JULY, 2004 before me, a Notary Public in and for said state, personally appeared RENNIE FISHER and \_\_\_\_\_ to me personally known to be the persons described in and who executed the foregoing instrument, who, being by me duly sworn, did say that they are the limited MISSOURI LIMITED PARTNERSHIP and \_\_\_\_\_ of ESCHER FAMILY PROPERTIES, L.P. and that said instrument was signed in behalf of said \_\_\_\_\_ by authority of its PARTNERS, and said persons acknowledged said instrument to be the free act and deed of said LIMITED PARTNERS

IN WITNESS WHEREOF, the above instrument was executed before me the day and year last above written.

  
Printed Name: Chuck Zuvers  
Notary Public in and for said State  
Commissioned in Jackson County

My commission expires:

7-26-06

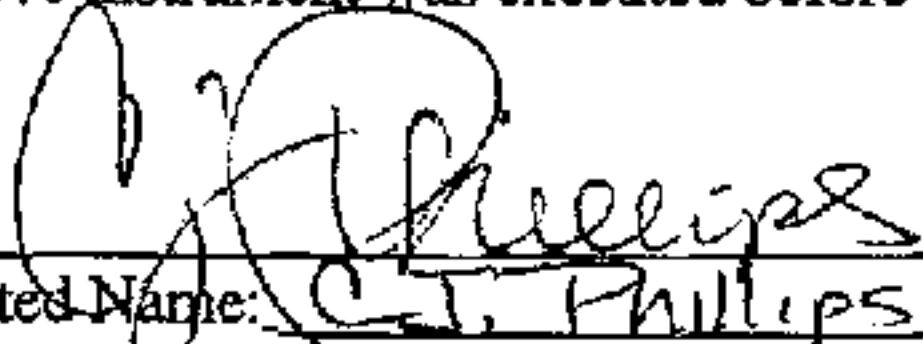




STATE OF Missouri )  
COUNTY OF Jackson ) SS.

On this 3<sup>rd</sup> day of August, 2004, before me, a Notary Public in and for said state, personally appeared Arfon Ahmad Poroya to me personally known to be the persons described in and who executed the foregoing instrument, who, being by me duly sworn, did say that ~~he is~~ he is the ~~owner~~ President of Poroya Holdings Inc a corporation and that said instrument was signed in behalf of said corporation by authority of its board of directors and said persons acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, the above instrument was executed before me the day and year last above written.

  
Printed Name: C.J. Phillips  
Notary Public in and for said State  
Commissioned in Jackson County

My commission expires:

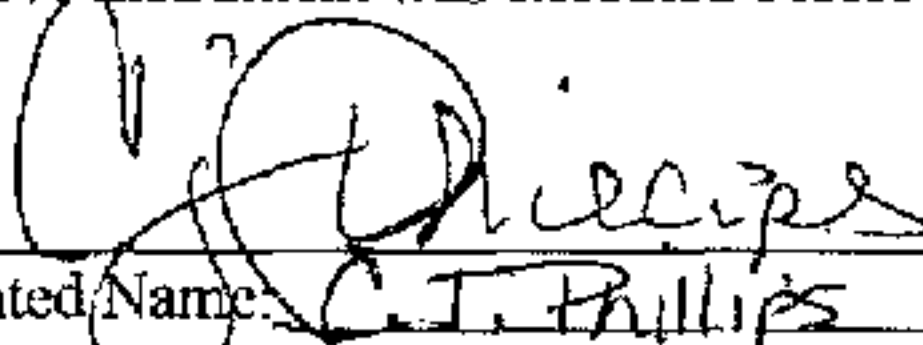
09/25/07

C. J. PHILLIPS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires Sept. 25, 2007

STATE OF Missouri )  
COUNTY OF Jackson ) SS.

On this 3<sup>rd</sup> day of August, 2004, before me, a Notary Public in and for said state, personally appeared Rich Hofman to me personally known to be the persons described in and who executed the foregoing instrument, who, being by me duly sworn, did say that ~~they are~~ he is the member of G. & R. Land Company LLC and that said instrument was signed in behalf of said LLC by authority of its members, and said persons acknowledged said instrument to be the free act and deed of said LLC.

IN WITNESS WHEREOF, the above instrument was executed before me the day and year last above written.

  
Printed Name: C.J. Phillips  
Notary Public in and for said State  
Commissioned in Jackson County

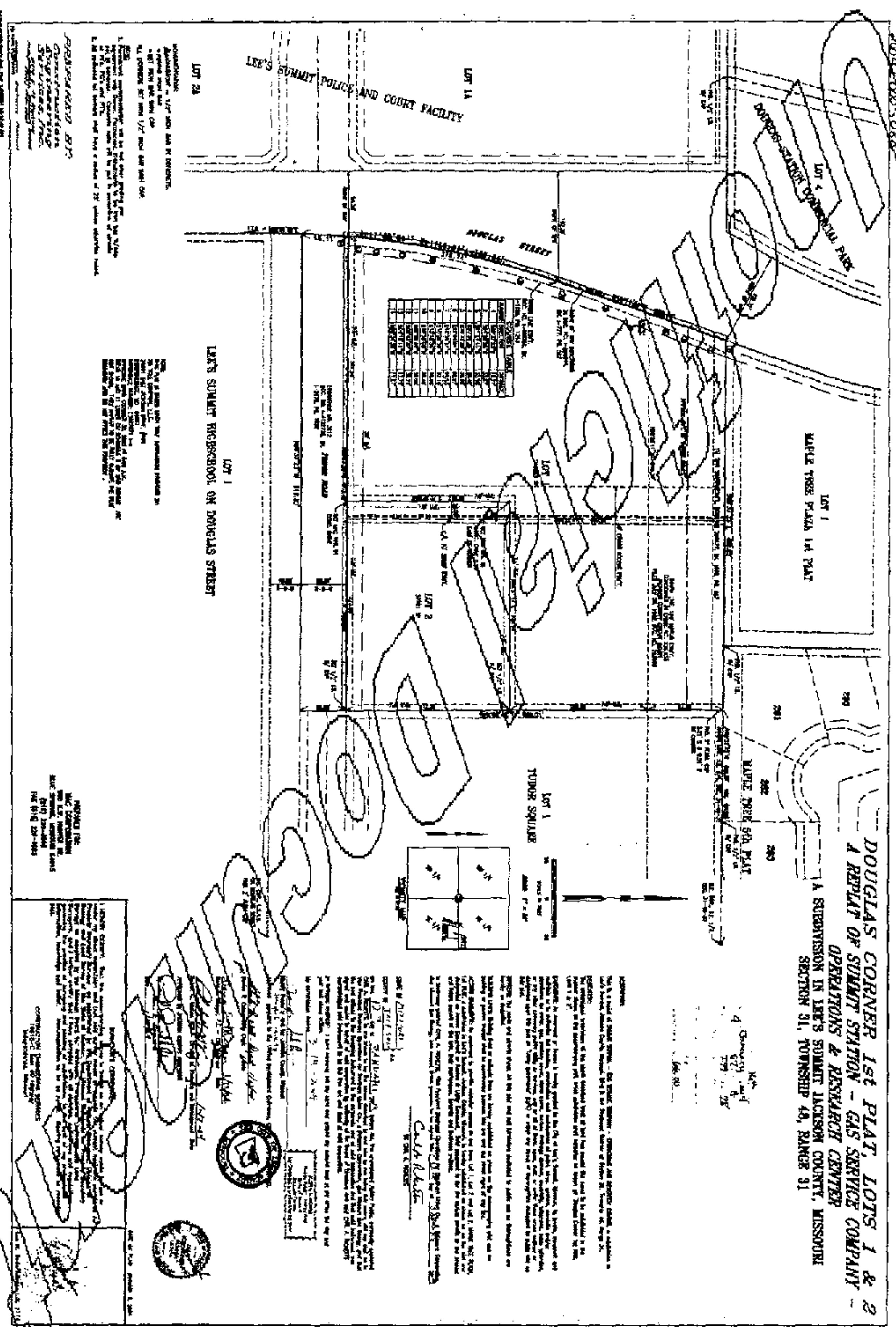
My commission expires:

09/25/07

C. J. PHILLIPS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires Sept. 25, 2007

EXHIBIT "A"  
SITE PLAN

DOUGLAS CORNER 1st PLAT, LOTS 1 & 2  
A REPEAT OF SUMMIT STATION - GAS SERVICE COMPANY -  
OPERATIONS & RESEARCH CENTER  
A SUPERVISION IN LEE'S SUMMIT JACKSON COUNTY, MISSOURI  
SECTION 31, TOWNSHIP 40, RANGE 31



DOUGLAS CORNER 1st PLAT, LOTS 1 & 2  
A REPEAT OF SUMMIT STATION - GAS SERVICE COMPANY -  
OPERATIONS & RESEARCH CENTER  
A SUPERVISION IN LEE'S SUMMIT JACKSON COUNTY, MISSOURI  
SECTION 31, TOWNSHIP 40, RANGE 31

DOUGLAS CORNER 1st PLAT, LOTS 1 & 2  
A REPEAT OF SUMMIT STATION - GAS SERVICE COMPANY -  
OPERATIONS & RESEARCH CENTER  
A SUPERVISION IN LEE'S SUMMIT JACKSON COUNTY, MISSOURI  
SECTION 31, TOWNSHIP 40, RANGE 31

## EXHIBIT "B"

TRACT 1  
(Tract 1 Legal Description)

LOT 1, DOUGLAS CORNER 1<sup>st</sup> PLAT, LOTS 1 & 2, a subdivision in Lee's Summit,  
Jackson County, Missouri.

## EXHIBIT "C"

TRACT 2  
(Tract 2 Legal Description)

LOT 1, MAPLE TREE PLAZA – 1<sup>st</sup> PLAT, a subdivision in Lee's Summit, Jackson County, Missouri.

## EXHIBIT "D"

TRACT 3  
(Tract 3 Legal Description)

LOT 2, DOUGLAS CORNER 1<sup>st</sup> PLAT, LOTS 1 & 2, a subdivision in Lee's Summit,  
Jackson County, Missouri.

EXHIBIT "E"  
ACCESS AREA

Description:

A 28.00 feet wide cross access easement on LOT 1, DOUGLAS CORNER 1<sup>ST</sup> PLAT, a subdivision in Lee's Summit, Jackson County, Missouri being 14.00 feet on either side of the following described centerline:

Commencing at the Northeast corner of said LOT 1; thence North 89 degrees 37 minutes 23 seconds West, along the North line of said LOT 1, a distance of 238.08 feet to the Point of Beginning; thence South 26 degrees 51 minutes 38 seconds West a distance of 71.33 feet to the centerline of a 40.00 feet wide cross access easement as shown on the recorded plat of said DOUGLAS CORNER 1<sup>ST</sup> PLAT, recorded as document number 200410005088, Book 79, Page 78 at the Jackson County, Missouri Courthouse.

A 28.00 feet wide cross access easement on LOT 1, MAPLE TREE PLAZA - 1<sup>ST</sup> PLAT, a subdivision in Lee's Summit, Jackson County, Missouri being 14.00 feet on either side of the following described centerline:

Commencing at the Southeast corner of said LOT 1; thence North 89 degrees 38 minutes 22 seconds West, along the South line of said LOT 1, a distance of 154.49 feet to the Point of Beginning; thence along a curve to the right, having a radius of 204.12 feet, an initial tangent bearing of North 26 degrees 51 minutes 38 seconds East, an internal angle of 11 degrees 10 minutes 02 seconds, a distance of 39.78 feet to a point of reverse curve; thence along a curve to the left, having a radius of 92.00 feet, an internal angle of 37 degrees 44 minutes 52 seconds, a distance of 60.61 feet; thence North 00 degrees 16 minutes 48 seconds East a distance of 123.51 feet to a point on the North line of said LOT 1, said point being South 89 degrees 37 minutes 18 seconds East a distance of 117.65 feet from the Northeast corner of said LOT 1.

A 40.00 feet wide cross access easement on LOT 1 and LOT 2, DOUGLAS CORNER 1<sup>ST</sup> PLAT, a subdivision in Lee's Summit, Jackson County, Missouri being 20.00 feet on either side of the following described centerline:

Commencing at the Northeast corner of said LOT 1; thence North 89 degrees 37 minutes 23 seconds West, along the North line of said LOT 1, a distance of 269.89 feet to the centerline of a 40.00 feet wide cross access easement as shown on the recorded plat of said DOUGLAS CORNER 1<sup>ST</sup> PLAT, recorded as document number 200410005088, Book 79, Page 78 at the Jackson County, Missouri Courthouse, said point also being the POINT OF BEGINNING; thence South 00 degrees 22 minutes 37 seconds West, along the centerline of said cross access easement, a distance of 490.00 feet to the Southwest corner of said LOT 2.