

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

07/27/2023 12:55 PM

NON-STANDARD FEE: \$25.00

FEE: \$84.00

23 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2023E0053538

Book:

Page:

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Non-Standard Document

This document has been recorded and you have been charged
the non-standard fee pursuant to RSMo 59.310.3.
This certificate has been added to your document in
compliance with the laws of the State of Missouri.



Diana Smith
Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

This page has been recorded as a permanent part of your document. Please do not remove.

When recorded, return to:

Townsend Summit, LLC
c/o Townsend Capital, LLC
230 Schilling Circle, Suite 120
Hunt Valley, Maryland
Attention: Michael Swanenburg

For Recorder's Use

ACCESS AND UTILITY EASEMENT AGREEMENT

PARTIES: CITY OF LEE'S SUMMIT, MISSOURI, a Municipal Corporation (the "City") with an address of

220 S.E. Green
Lee's Summit, Missouri 64063
Attention: City Attorney

and

EGP 850 LEES SUMMIT LLC, a Delaware limited liability company ("EGP" and collectively with the City, "Grantor") with an address of

EGP 850 Lees Summit LLC
c/o Easterly Government Properties
2001 K Street, Suite 775, North
Washington, DC 20006
Attention: Nicholas Nimerala and Franklin Logan

and

TOWNSEND SUMMIT, LLC, a Delaware limited liability company ("Townsend") with an address of

Townsend Summit, LLC
c/o Townsend Capital, LLC
230 Schilling Circle, Suite 120
Hunt Valley, Maryland
Attention: David Townsend

and

SUMMIT SQUARE RESIDENCE III, LLC, a Delaware limited liability company (“**Summit III**” and collectively with the City and Townsend, “**Grantee**”) with an address of

Summit Square Residence III, LLC
c/o NorthPoint Development, LLC
3315 North Oak Trafficway
Kansas City, Missouri 64116
Attention: Brian Benjamin

DATE: July **25**, 2023

RECITALS:

A. The City is the fee simple owner of Lot 27B, as identified in that certain Plat titled “Minor Subdivision, SUMMIT FAIR – Lots 27A & 27B” recorded with the Jackson County, Missouri Recorder of Deeds (the “**Recorder**”) as Instrument Number 2015E0112075, containing approximately 45.89 acres of land, more or less, situated in Lee’s Summit, Jackson County, Missouri (hereinafter, “**Lot 27B**”).

B. Pursuant to that certain Lease Agreement dated August 1, 2007 (the “**Ground Lease**”), the City leases the entirety of Lot 27B to EGP, which Ground Lease is evidenced by that certain Memorandum of Lease Agreement dated August 1, 2007 and recorded with the Recorder on August 13, 2007, as Instrument No. 2007E0106355, as affected by that certain Assignment and Assumption Agreement dated as of October 14, 2021, and recorded with the Recorder on October 18, 2021, as Instrument No. 2021E0114594.

C. Pursuant to the Ground Lease, EGP has the right to grant easements over, on and across Lot 27B.

D. Townsend is the fee simple owner of Lot 10C, as identified in that certain Plat titled “Minor Plat of Summit Fair, Lots 10A-10C” recorded with the Recorder as Instrument Number 2023E0001734 (hereinafter, the “**Summit Fair Plat**”), containing approximately 2.79 acres of land, more or less, situated in Lee’s Summit, Jackson County, Missouri (hereinafter, “**Lot 10C**”).

E. The City is the fee simple owner of Lot 10B, as identified in the Summit Fair Plat, containing approximately 11.83 acres of land, more or less, situated in Lee’s Summit, Jackson County, Missouri (hereinafter, “**Lot 10B**”).

F. Pursuant to that certain Lease Agreement dated April 1, 2023 (the “**Summit III Ground Lease**”), the City leases the entirety of Lot 10B to Summit III, which Summit III Ground Lease is evidenced by that certain Memorandum of Lease Agreement dated April 1, 2023 and recorded with the Recorder on April 14, 2023, as Instrument No. 2023E0026143.

G. Pursuant to the Summit III Ground Lease, Summit III has the right to enter into easement agreements affecting Lot 10B.

H. Lot 27B shares a common boundary with Lot 10C and Lot 10B, with the eastern boundary of Lot 27B and the western boundary of Lot 10C and Lot 10B abutting each other.

I. At Grantee’s request, Grantor has agreed to grant certain easements to Grantee upon, over, under and across that certain portion of Lot 27B legally described on Exhibit A attached hereto and made a part hereof, and as depicted on Exhibit B attached hereto and made a part hereof (the “**Easement Area**”), upon and subject to the terms and conditions set forth herein.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The Recitals above are true and correct and are incorporated herein by reference.

2. Grant of Access Easement. Grantor hereby grants to Grantee and Grantee's heirs, successors and assigns, for use by Grantee, and Grantee's tenants, employees, guests, and invitees (collectively, the "**Grantee Parties**"), as an easement appurtenant to Lot 10C and Lot 10B and every part thereof, a perpetual, non-exclusive easement for the sole purpose of vehicular ingress, egress and access over, upon and across the Easement Area (the "**Access Easement**").

3. Grant of Utility Easement. Grantor hereby grants to Grantee and Grantee's successors and assigns, as an easement appurtenant to Lot 10C and Lot 10B and every part thereof, a perpetual, non-exclusive easement under, through and across the Easement Area for the sole purpose of installing, operating, repairing and maintaining those certain facilities and systems for the transmission or other provision of utility services, including, without limitation, water, natural gas, sanitary sewer telephone, electric, cable and fiber optic lines or any other similar utilities (the "**Utility Easement**").

4. Use by Grantor / Construction of Improvements by Grantee.

(a) Grantor reserves and shall have complete rights and use of the Easement Area, provided that the exercise of such rights and use does not in any material way interfere with the rights of use of the Easement Area to the extent granted herein to Grantee. Grantor shall not have the right to place or construct on the Easement Area any thing or object of a permanent nature which would unreasonably interfere with the right to use the Easement Area granted to Grantee herein.

(b) Grantee shall use the Easement Area in a reasonable manner that does not interfere (other than to a de minimis extent) with any other person's or entity's rights in the Easement Area, including, without limitation, the rights of EGP and EGP's tenants and all contractors, customers, patrons, guests, licensees, employees, invitees and other persons or entities having business with EGP or its tenants (collectively, "**EGP Users**"). The rights granted to Grantee under this Agreement (1) shall not be exercised in a manner which (i) disrupts (other than in a de minimis manner, if at all) the operation of Lot 27B or the improvements thereon, or (ii) otherwise adversely affects Lot 27B or the improvements thereon or the use and occupancy thereof; and (2) are subject to the rights of all of Grantor's tenants pursuant to the terms of their respective leases.

(c) Grantor expressly acknowledges and agrees that the Grantee shall be permitted, at Grantee's sole cost and expense, to construct upon the Easement Area, turn lanes, curbing, curb cuts, landscaping and monument signs in such locations as are set forth on plans approved by EGP to permit vehicular access to and from Lot 27B and Lot 10C and Lot 10B (collectively, the "**Improvements**"), but in no event may Grantee install any sidewalks or other means of pedestrian ingress or egress within the Easement Area. Grantor hereby grants to Grantee a temporary non-exclusive easement on that portion of Lot 27B immediately adjacent to the Easement Area (the "**Construction Area**") to allow Grantee to install such Improvements (which installation shall be at the sole cost and

expense of Grantee), but only to the minimum extent reasonably necessary to install the Improvements and provided such access does not adversely and materially affect Lot 27B, the improvements thereon or the use thereof and that any damage to Lot 27B or the improvements thereon is promptly thereafter repaired or replaced at Grantee's sole cost and expense (including, without limitation, seeding or sod installation with respect to any damaged lawn).

(d) Notwithstanding anything set forth in this Access and Utility Easement Agreement (this "**Agreement**"), the construction and installation of any and all Improvements shall be undertaken: (i) only after plans and drawings for such construction and installation, and the manner of and timing for such activities, have been approved by EGP in writing, (ii) in a good and workman like manner and consistent with good industry practice, and (iii) at EGP's election, no such construction or installation shall be made without a representative of EGP being present. In no event shall any approval by EGP of plans and specifications or manner of performance of work pursuant to this Agreement be a representation of any kind with regard to such plans and specifications or such work or their adequacy, suitability, compliance with laws or otherwise. In the exercise of its rights as aforesaid, Grantee may use such persons or entities and equipment as it shall determine in its reasonable discretion is reasonably necessary and advisable; provided that all contractors performing work must be licensed, qualified and reputable.

(e) With respect to the installation of the Improvements by Grantee, Grantee acknowledges and agrees as follows: (i) to notify the Grantor at least fifteen (15) business days' prior to performing or undertaking any work authorized by this Agreement; (ii) to expeditiously perform and complete all work authorized by this Agreement in a safe and workmanlike manner; (iii) to perform all such work in a manner that complies with required permits (and only after obtaining such permits), approved plans and all other applicable laws, rules, orders, regulations and ordinances, including in compliance with any rules, regulations and requirements that EGP may reasonably establish from time-to-time; (iv) to exercise the rights granted by this Agreement in such manner as shall occasion the least practicable damage and no material inconvenience to EGP or to EGP Users; and (v) Grantee shall and shall cause its contractors to take all steps necessary to preserve and protect Lot 27B and the improvements thereon, Grantor, EGP Users and the business of EGP and EGP Users conducted at Lot 27B.

(f) In addition to the agreements set forth in subsection (c) above, except to the extent caused by Grantor, Grantee shall repair any and all damage to Lot 27B, the improvements thereon, the Easement Area or other property caused by Grantee or its contractors, employees or agents in furtherance of the work authorized by this Agreement or by entry onto Lot 27B or otherwise in connection with this Agreement, including, without limitation, any damage to asphalt and concrete surfaces and subsurface utilities. Grantee covenants for itself and its successors and assigns that following the completion of any of its work in, on or over Lot 27B, Grantee will restore the condition thereof, as nearly as reasonably practicable, to the condition existing immediately prior to the commencement of such work or entry (other than the installation of the Improvements as permitted by this Agreement). In the event that Grantee fails to perform any such repair,

EGP may perform same, in which event Grantee shall reimburse EGP for the costs and expenses incurred by EGP in performing such repairs within ten (10) days after Grantee's receipt of an invoice from EGP, together with reasonable documentation supporting the expenditures made. If Grantee does not reimburse EGP within such ten (10) day period, such unpaid amounts shall bear interest at the Interest Rate (defined below) until paid. As used herein the term "**Interest Rate**" means the sum of five percent (5%) plus the prime interest rate as reported from time to time in The Wall Street Journal, but in any event, if lower, the maximum annual interest rate allowed by law for business loans (not primarily for personal, family or household purposes); provided, however, if The Wall Street Journal is no longer in existence or ceases to publish such information, Grantor shall use the prime corporate interest rate as reported in a comparable publicly available publication reasonably selected by Grantor.

(g) In connection with Grantee's exercise of its rights under this Agreement, Grantee:

(i) Shall use the Easement Area and Construction Area solely for the purposes and activities set forth in this Agreement and for no other purposes.

(ii) Shall not permit any liens, judgments or other encumbrances being filed or recorded against Lot 27B or the improvements thereon, and Grantee shall, at its sole cost and expense, promptly (and in no event more than ten (10) business days after becoming aware of same) discharge of record any such liens, judgments or encumbrances that are so filed or recorded (including, without limitation, liens for services, labor or materials furnished), failing which Grantor may, at its option, discharge same and Grantee shall promptly reimburse Grantor for the cost and expense thereof, plus interest at the Interest Rate from the date incurred by Grantor until paid.

(iii) Shall ensure that the actual location of the Improvements shall be entirely within the Easement Area. Grantee shall not access any portion of Lot 27B or the improvements thereon except for the limited access to the Easement Area and the Construction Area expressly permitted under this Agreement. In no event shall Grantee have any right to use, occupy, stage in or otherwise access any other portions of Lot 27B or any of the improvements thereon.

(iv) Shall not allow, cause or permit any Hazardous Materials (defined below) to be generated, used, treated, released, stored or disposed of in or about Lot 27B, except for limited, reasonable and customary types and quantities of Hazardous Materials to the extent necessary for the installation of the Improvements, and then only in full and complete compliance with applicable Environmental Laws (defined below). As used herein, the term (1) "**Hazardous Materials**" means any and all hazardous materials, toxic substances, chemicals, contaminants, pollutants, solid wastes or waste, as defined by any Environmental Law (defined below), and also includes, but is not limited to, any asbestos, lead paint, mold, radon, petroleum, petroleum products, petroleum by-products, reactive

materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous waste, toxic substances, toxic chemicals, chemicals, pesticides, radioactive materials, polychlorinated byphenols, methane, soil vapor, gas, linoleum, and surface and subsurface man-made media left at or underneath the Property, and any other element, compound, mixture, solution, substance, material, waste or the like which may pose a present or potential danger to human health and safety, biota or the environment; and (2) "**Environmental Laws**" means, collectively, any environmental law, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et. seq., the Clean Water Act, 33 U.S.C. §1251, et. seq., the Clean Air Act, 42 U.S.C. §7401, et. seq., the Safe Water Drinking Act, 14 U.S.C. §300f, et. seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et. seq., the Occupational Safety and Health Act, 29 U.S.C. §651 et. seq., and all regulations promulgated under any of the foregoing laws, any state law equivalents to any of the foregoing, and any other law related to environmental matters or liability with respect to or affecting the Property, the Improvements or the Driveway, whether in effect now or in the future.

5. No Merger of Interests. It is the intent of the parties to this Agreement that the easement interests created hereby shall remain separate and distinct from the fee interests held by the parties and that such easement interests shall not be merged with any fee interests held by the parties.

6. Indemnification. Except for damage or injury caused by EGP's breach of its express obligations under this Agreement, or the negligence or willful misconduct of Grantor, Grantee assumes full responsibility and liability for any and all damages or bodily injury (including death resulting therefrom) to all persons and businesses, Lot 27B and the improvements thereon, caused by, resulting from, or arising out of the exercise of the rights granted to Grantee under this Agreement or the failure of Grantee to perform any of its obligations under this Agreement. Grantee agrees to indemnify and hold Grantor harmless for, from and against any and all injuries, losses, liability, claims, demands, causes of action, expenses or compensation of any nature whatsoever, including attorneys' fees and litigation and court costs (collectively "**Claims**"), arising out of or in connection with any accident or other occurrence causing injury to or death of persons or damage to property, by reason of any use of the Easement Area by Grantee and the Grantee Parties. Notwithstanding the foregoing, nothing herein shall require Grantee to indemnify, defend or hold harmless (i) EGP for Claims to the extent arising from the breach of EGP's express obligations under this Agreement or the gross negligence or willful misconduct of EGP or any EGP User, or (ii) the City, from or against any Claim resulting from any gross negligence or willful misconduct of the City.

7. Insurance. Grantee agrees to maintain commercial general liability insurance, with a "Combined Single Limit" of not less than \$1,000,000.00 for total Claims for any one occurrence and not less than \$2,000,000.00 for total Claims in the aggregate during the policy year, against claims for bodily injury or death and property damage occasioned by accidents occurring on or in

connection with use of the Easement Area by Grantee and the Grantee Parties. Any insurance required to be provided under this Section 7 may be in the form of blanket liability coverage so long as the blanket policy does not reduce the limits nor diminish the coverage required herein. Grantee shall name Grantor and Grantee as additional insureds in such insurance policy. All such insurance policies shall be written by insurance companies that are qualified to do business in the State of Missouri. All policies of insurance shall insure the performance of the indemnity agreements contained herein and shall contain a provision that the insurance company will give Grantor and Grantee thirty (30) days advance written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. Grantee shall cause a certificate of insurance evidencing compliance with the requirements of this Section 7 to be delivered to Grantor.

8. Maintenance of Easement Area.

(a) EGP shall be responsible for maintaining, repairing and replacing the Easement Area so as to maintain same in good working condition (but taking into account the age and design of the Improvements), by performing the matters set forth on Exhibit C attached hereto and made a part hereof. Except as set forth in Exhibit C, Grantor shall not be required to make any repairs or alterations to, or to perform any maintenance in, about or to the Easement Area, the Construction Area or any other portions of Lot 27B.

(b) EGP shall use commercially reasonable efforts to minimize any closures of or disruptions to the Easement Area resulting from EGP's maintenance, repair and replacement obligations. In no event shall EGP have any liability for any consequential, punitive or other special damages in connection with this Agreement or its obligations under this Agreement.

(c) In the event that a party desires to expand any Improvements or construct new Improvements within the Easement Area, such work will be performed at the sole cost and expense of the party requesting same. In addition, in the event that the roadway within the Easement Area is required to be expanded by reason of Grantee's use of such roadway, any such expansion shall be located solely on Lot 10C and/or Lot 10B (a "**Road Expansion**").

9. Reimbursement of Maintenance Costs.

(a) Subject to Section 9(b), Grantee hereby agrees to reimburse EGP for fifty percent (50%) of the actual and reasonable out-of-pockets costs incurred by EGP in performing its maintenance, repair and replacement obligations set forth in Exhibit C. In the event of a Road Expansion, Grantee shall be responsible for one hundred percent (100%) of the installation of such Road Expansion and for one hundred percent (100%) of the additional costs incurred to maintain, repair and replace such Road Expansion.

(b) Notwithstanding the provisions of Section 9(a), in the event that (i) Grantee or Grantee's Parties' negligent acts or intentional misconduct requires EGP to perform any maintenance, repair or replacement it would otherwise be responsible for performing at its

own cost, Grantee shall be responsible for reimbursing EGP for one hundred percent (100%) of the related costs and expenses , and (ii) EGP or any of EGP Users' negligent acts or intentional misconduct requires EGP to perform any maintenance, repair or replacement for which Grantee would otherwise be responsible for reimbursing EGP 50% of the related costs, EGP shall be responsible for paying one hundred percent (100%) of the related costs and expenses. .

(c) Amounts due from Grantee to EGP pursuant to this Section 9 shall be paid by Grantee to EGP within ten (10) days after Grantee's receipt of an invoice from EGP, together with reasonable documentation supporting the expenditures made. If Grantee does not reimburse EGP within such ten (10) day period, such unpaid amounts shall bear interest at the Interest Rate until paid.

10. Self-Help. In the event EGP, in Grantee's reasonable good faith opinion, fails to maintain the Easement Area in a fashion consistent with the requirements of Section 8 above, Grantee may deliver written notice to Grantor of such failure, and Grantor shall have thirty (30) days after the receipt of such notice to cure such failure, provided that if such failure is not reasonably susceptible to cure within such thirty (30) days period, EGP shall have such longer time as is reasonably necessary to cure such failure, provided that EGP commences such cure within such thirty (30) day period and thereafter prosecutes such cure through completion. If Grantor does not timely cure such failure, Grantee shall have the right, but not the obligation, to cure such failure and (i) subject to Section 9(b), Grantor shall reimburse Grantee for fifty percent (50%) of all actual out-of-pocket costs and expenses reasonably incurred by Grantee in connection with such curative action, within ten (10) days after Grantor's receipt of an invoice from Grantee, together with reasonable documentation supporting the expenditures made, and (ii) to the extent necessary to perform such curative action, Grantee shall have the temporary non-exclusive right to use the Construction Area to perform such curative action.

11. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

12. Attorneys' Fees. In the event of any action to enforce the provisions of this instrument, the prevailing party shall be entitled to receive its reasonable costs and attorneys' fees.

13. Governing Law; Construction. This instrument shall be construed in accordance with the laws of the State of Missouri. The following rules shall apply to the construction and interpretation of this Agreement: (i) unless otherwise specified, all references herein to particular articles, sections, subsections, clauses, or exhibits are references to articles, sections, subsections, clauses or exhibits of this Agreement; and (ii) each party and its counsel have reviewed and revised (or requested revisions of) this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.

14. Waiver. The waiver of, or failure to enforce, any breach or violation of any of the covenants, easements or conditions herein contained shall not be deemed to be a waiver of the

right to enforce, or be deemed an abandonment of a particular covenant, easement or condition, nor shall it be deemed to be a waiver of the right to enforce any subsequent breach or violation of such covenant, easement or condition, regardless of whether any person affected thereby had knowledge of the breach or violation.

15. Severability. Invalidation of any one of the covenants, easements or conditions herein contained, or any part thereof, shall not affect any of the other covenants, easements or conditions herein contained, or any part or parts thereof, which shall remain in full force and effect.

16. Limitation of Liability. In no event shall any party (or its respective successors as aforesaid) or its respective directors, officers, shareholders, members, managers, partners, beneficiaries, agents, employees or representatives or any mortgagee ever be personally liable for the payment or performance of any obligations under this Agreement, nor shall it or they ever be answerable or liable in any legal proceeding beyond the extent of its or their interest in Lot 27B (and the improvements thereon), Lot 10C (and the improvements thereon), or Lot 10B (and the improvements thereon), as applicable. The preceding sentence shall not limit any right that any party might otherwise have to obtain injunctive relief against the another party. No lien for nonpayment of any amount due from a party to another pursuant to this Agreement shall arise against Lot 27B, Lot 10C or Lot 10B or any interest therein other than as may be obtained by any party under applicable law.

17. Amendments. This Agreement may only be amended by a written agreement executed by all parties hereto (or their respective successors and assigns), provided, however, that if the Ground Lease is terminated of record, a written agreement executed only by the then fee owner of Lot 27B and Grantee (or its successors and assigns) shall be required to amend this Agreement.

18. Notices. Notices given pursuant to this Agreement shall be in writing, and shall be sent by (a) express mail or courier (next day delivery), or (b) personal delivery (receipt acknowledged in writing), addressed to the applicable party at the address set forth on the cover page to this Agreement. Any party may designate by notice in writing a new or other address to which such notice shall thereafter be so given, made or mailed. Any notice given hereunder shall be deemed delivered (i) one (1) business day after it is deposited with an overnight delivery service or courier service for next day delivery, addressed as hereinbefore provided, or (ii) the date of delivery to the recipient party (or the date on which delivery is refused) if by personal delivery.

19. Estoppel Certificates. Each of EGP and Grantee shall, from time to time, within 20 days (or such reasonable time thereafter, in the event of several requests at once or in succession) after written request from the another party, any prospective transferee of such party or any mortgagee or prospective mortgagee of such party, execute, acknowledge and deliver to the requesting party, an estoppel certificate stating (i) that the terms and provisions of this Agreement are unmodified and are in full force and effect or, if modified, identifying such modifications, (ii) whether, to the knowledge of the party executing the certificate, there is any existing default under this Agreement (or grounds therefor after giving the requisite notice hereunder) by the requesting party and, if so, specifying the nature and extent thereof, (iii) whether there are any sums which the party executing the certificate is entitled to receive or demand from the requesting party, and

if there is any such sum, specifying the nature and amounts thereof, and (iv) such other facts or conclusions as may be reasonably requested. Any such estoppel certificate may be relied upon by the requesting party's prospective transferees (and its prospective mortgagees), mortgagees, and prospective mortgagees, as applicable.

20. **WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING, AND WITH RESPECT TO ANY CLAIM ASSERTED IN ANY SUCH ACTION OR PROCEEDING, BROUGHT BY ANY OF THE PARTIES AGAINST ANOTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.**

21. Counterparts. This document may be executed by execution of separate counterpart signature pages, which are compiled and attached hereto to constitute a binding agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the City has executed this Access and Utility Easement Agreement as of the day and year first above written. The City is executing this Access and Utility Easement Agreement purely as an accommodation to the Grantor to allow this document to encumber the fee interest held by the City in Lot 27B. Under no circumstance shall the City be liable for any payment required under the Access and Utility Easement Agreement, for the failure of any representation made by any party in this document or for the failure of any party to comply with the terms of the Access and Utility Easement Agreement.



THE CITY:

CITY OF LEE'S SUMMIT, MISSOURI,
a Municipal Corporation,

By: William A. Baird
Name: William A. Baird
Title: Mayor

Attest:

for Stacy Lombardo
Trisha Fowler Arcuri, City Clerk

Approved as to form:

David Bushek
David Bushek, Chief Counsel of
Economic Development & Planning

STATE OF MISSOURI)
) ss.
County of Jackson)

The foregoing instrument was acknowledged before me this 6th day of JULY, 2023, by William A. Baird, the Mayor of the CITY OF LEE'S SUMMIT, MISSOURI, a Municipal Corporation, on behalf of said Municipal Corporation.

Julie C. Pryor
Notary Public

My commission expires: 4/9/2024



JULIE C. PRYOR
My Commission Expires
April 9, 2024
Jackson County
Commission #12517227

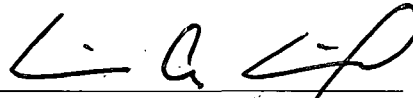
[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, EGP has executed this Access and Utility Easement Agreement as of the day and year first above written.

EGP:

EGP 850 LEES SUMMIT LLC,
a Delaware limited liability company

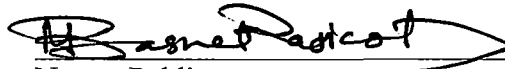
By:


Name: Nicholas A. Nimerala
Title: Senior Vice President

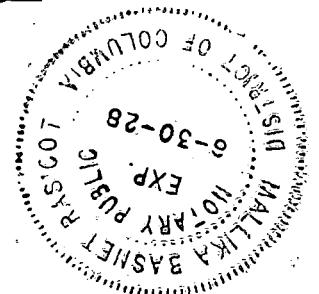
DISTRICT OF COLUMBIA)
) ss.
)

On this 25 day of July, 2023, before me, Nicholas A. Nimerala, the undersigned officer, personally appeared before me, as the Senior Vice President of EGP 850 LEES SUMMIT LLC, a Delaware limited liability company, and known to me to be the person whose name is subscribed to the within instrument, bearing date of July 25, 2023, and, on behalf of said limited liability company, acknowledged that she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of July, 2023.


Notary Public:

My Commission Expires: 06-30-28



[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Townsend has executed this Access and Utility Easement Agreement as of the day and year first above written.


TOWNSEND:

TOWNSEND SUMMIT, LLC,
a Delaware limited liability company

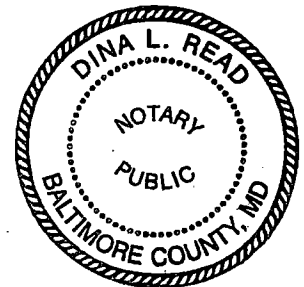
By: 
Name: David Townsend
Title: President

STATE OF MARYLAND)
) ss.
County of Baltimore)

The foregoing instrument was acknowledged before me this 6th day of July, 2023, by David Townsend, the President of TOWNSEND SUMMIT, LLC, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public Dina L. Read

My commission expires: 4/15/2027



[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LENDER'S CONSENT

Wilmington Trust, National Association, as Trustee, on behalf of the Registered Holders of Citigroup Commercial Mortgage Trust 2019-GC41, Commercial Mortgage Pass-Through Certificates, Series 2019-GC41, Commercial Mortgage Certificates, Series 2019-GC41 and the Uncertificated VRR Interest ("**Lender**"), as the current beneficiary of that certain Leasehold Deed of Trust and Security Agreement (the "**Security Instrument**") recorded as Instrument No. 2019E0055337 in the Public Records of Jackson County, Missouri ("**Records**"), as re-recorded as Instrument No. 2019E0068792 in the Records, and as the holder of the other loan documents evidencing, securing and governing the loan secured by the Security Instrument, hereby consents to the foregoing Access and Utility Easement Agreement to which this Lender's Consent is attached.

[Signature On Next Page]

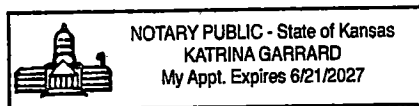
**WILMINGTON TRUST, NATIONAL
ASSOCIATION, AS TRUSTEE, ON BEHALF
OF THE REGISTERED HOLDERS OF
CITIGROUP COMMERCIAL MORTGAGE
TRUST 2019-GC41, COMMERCIAL
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2019-GC41 AND
THE UNCERTIFICATED VRR INTEREST
OWNER**

By: Midland Loan Services, a division of PNC
Bank, National Association as its Master
Servicer and attorney in fact

By: *David Bornheimer*
Name: David Bornheimer
Title: Senior Vice President
Servicing Officer

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me by means of physical presence, this 18 day of July, 2023, by David Bornheimer as SVP of Midland Loan Services. A division of PNC Bank, National Association, on behalf of said limited liability company, as attorney-in-fact for **WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE REGISTERED HOLDERS OF CITIGROUP COMMERCIAL MORTGAGE TRUST 2019-GC41, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2019-GC41 AND THE UNCERTIFICATED VRR INTEREST OWNER**, on behalf of said trust. He/She is personally known to me or has produced a driver's license as identification.



Katrina Garrard
Notary Public, State of Kansas
Print Name: Katrina Garrard
My Commission Expires: 06/21/27

[AFFIX NOTARY STAMP ABOVE]

Exhibit A

[Attach Metes and Bounds Legal Description of Easement Area]

Exhibit A

LEGAL DESCRIPTION OF TRACT

All that part of Lot 27B in the Minor Subdivision of Summit Fair – Lots 27A & 27B as recorded in Book I160, Page 33, being instrument Number 2015E0112075 of the Jackson County, Missouri Records; being more particularly described as follows: Beginning at the southeast corner of said Lot 27B, thence North 86 degrees 42 minutes 36 seconds West, with the south line of said Lot 27B, a distance of 65.00 feet; thence North 03 degrees 08 minutes 10 seconds East, and no longer with the south line of said Lot 27B, a distance of 1301.33 feet to a point on the North line of said Lot 27B; thence South 86 degrees 42 minutes 36 seconds East, with the north line of said Lot 27B, a distance of 65.00 feet to the northeast corner of said Lot 27B; thence South 03 degrees 08 minutes 10 seconds West, with the east line of said Lot 27B, a distance of 1301.33 feet to the point of beginning.

The above described tract contains 84,591 square feet or 1.94 acres.

Said strip being the same as the Private Utility and Access Easement depicted on the plat.

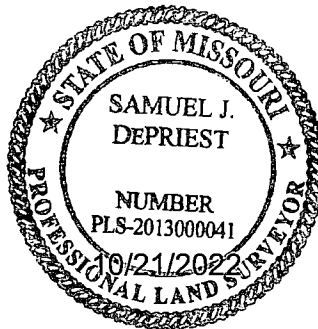


Exhibit B
[Attach Drawing of Easement Area]



Know what's below.
Call before you dig.

LOT 27A

S86°42'36"E 65.00'

EXHIBIT B

20' ELECTRIC EASEMENT
DOC NO. 2007E0106563

PRIVATE
ACCESS EASEMENT

LOT 27B
MINOR SUBDIVISION
SUMMIT FAIR

N03°08'10"E 1301.33'

S03°08'10"W 1301.33'

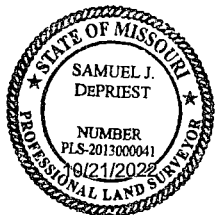
PRIVATE UTILITY & ACCESS EASEMENT

ACCESS EASEMENT



100 50 0 100

1" = 100'



DOC NO 1492377,
BK 1154, PG 196

20' SETBACK

N86°42'36"W 65.00'

POINT OF BEGINNING
SE COR LOT 27B
SUMMIT FAIR

SHEET NUMBER
1 OF 1

ACCESS EASEMENT
LOT 27B
SUMMIT FAIR

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	SD
				CHECK BY:	HD
				LICENSE NO.	LC-62
				DATE:	10/19/2022
				FIELD BOOK:	
				JOB NUMBER:	

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Exhibit C

EGP Maintenance Responsibilities

1. Maintenance of landscaping within the Easement Area, provided that EGP shall not be responsible for watering any landscaping by any method (i.e., EGP shall not be required to install an irrigation system or provide watering of landscaping by another method).
2. Maintenance of light emitting diode (LED) lighting within the Easement Area.
3. Snow removal on road/driveway surfaces within the Easement Area.
4. Asphalt repair, overlay and sealcoating within the Easement Area as required.
5. Curb repair and upkeep within the Easement Area (after installation by Grantee).