

When Recorded Return To:
Curtis Petersen
Polsinelli PC
900 West 48th Place, Suite 900
Kansas City, Missouri 64112

Title of Document:	ACCESS EASEMENT
Date of Document:	_____, _____, 2023
Grantor(s):	NLV PERGOLA PARK LLC, a Missouri limited liability company
Grantor's Address:	3152 SW GRANDSTAND CIR LEES SUMMIT, MO 64081
Grantee(s):	NLV PERGOLA PARK LLC, a Missouri limited liability company
Grantee's Address:	3152 SW GRANDSTAND CIR LEES SUMMIT, MO 64081
Legal Description:	See Exhibit A attached hereto

ACCESS EASEMENT

THIS ACCESS EASEMENT ("Easement") is dated as of _____, __, 2023 by NLV PERGOLA PARK LLC, a Missouri limited liability company ("Grantor") and NLV PERGOLA PARK LLC, a Missouri limited liability company ("Grantee").

RECITALS

A. Grantor is the owner of the real property located in Lee's Summit, Jackson County, Missouri as legally described on Exhibit A attached hereto (the "Grantor Property").

B. Grantee is the owner of the real property located in Lee's Summit, Jackson County, Missouri as legally described on Exhibit A attached hereto (the "Grantee Property")

B. Grantor desires to grant and establish an access easement across the Grantor Property for the benefit of the Grantee Property as set forth below.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees as follows:

1. Access Easement. Grantor hereby grants to the Grantee and its tenants, subtenants, employees, agents, customers, business visitors, business guests, licensees and other invitees (collectively, the "Permitted Users"), the perpetual, non-exclusive right and easement to use the area legally described and depicted on Exhibit A (the "Easement Area") for the purpose of providing ingress and egress, for maintenance only, to and from the Grantee Property.

2. Runs with the Land. This Easement is intended to benefit the Grantee Property, and Easement rights established hereunder shall inure to any future owners of the Grantee Property and each such owner's Permitted Users.

3. Term. This Easement shall be perpetual.

4. Maintenance. Grantor shall maintain in good condition and repair, subject to reasonable wear and tear, the Easement Area, and shall pay all expenses incurred in connection therewith.

5. Recording. This Easement shall be recorded in the official public records of Jackson County, Missouri.

6. Governing Law. This Easement shall be construed and governed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the undersigned Grantor has executed the above foregoing Easement:

GRANTOR:

NLV PERGOLA PARK LLC,
a Missouri limited liability company

By: _____
Russell G. Pearson, Authorized Signatory

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2023 before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Russell G. Pearson, Authorized Signatory of NLV PERGOLA PARK LLC, who is personally known to me to be the same person who executed the within instrument on behalf of NLV PERGOLA PARK LLC and such person duly acknowledged the execution of the same to be the act and deed of NLV PERGOLA PARK LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(Seal)

Notary Public in and for said
County and State

My Commission Expires:

EXHIBIT A

Grantor Property - Legal Description: All of **Lot 118A**, MINOR PLAT, PERGOLA PARK, LOTS 118A, 118B AND 118C.

Grantee Property - Legal Description: All of **Lot 118B1**, MINOR PLAT, PERGOLA PARK, LOTS 118B1, 112A1 AND 109A.

