

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") is made and entered into this ^{28th} day of February, 2011, by and between JACKSON COUNTY, MISSOURI, a first class charter county, having its office at 415 East 12th Street, Kansas City, Missouri 64106 ("Grantor"), and Overland Property Group, LLC, a Kansas limited liability company ("Grantee").

Res. #17516

RECITALS

WHEREAS, Grantor acquired ownership of the real property legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Park Property") for park purposes, by virtue of that certain Deed of Dedication dated January 1, 1975, and recorded on February 21, 1975 in the real estate records of Jackson County, Missouri as Document No. 1975I0204190;

WHEREAS, Grantee is the record owner of the real property adjoining the Park Property and legally described in Exhibit B attached hereto and incorporated herein by this reference (the "Grantee Property");

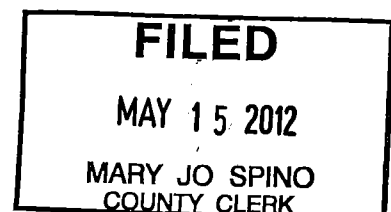
WHEREAS, Grantee has applied for a building permit and all other necessary approvals from the City of Independence, Missouri for the construction of an elderly housing development on the Grantee Property commonly known as the Gardens of Jackson Creek (the "Development");

WHEREAS, the U.S. Corps of Engineers, in that certain letter determination dated January 27, 2011, has concluded that no Army permit is required in connection with the Development, and that the Development will not result in the discharge of dredged or fill materials in the waters of the United States;

WHEREAS, Grantee desires to obtain from Grantor and Grantor desires to grant to Grantee an easement for the construction and maintenance of the Easement Area Improvements (as hereinafter defined) on portions of the Park Property more particularly described herein;

WHEREAS, Grantor and Grantee have agreed that the Easement Area Improvements shall be subject to the terms hereof be constructed and used by Grantee in connection with the Gardens of Jackson Creek, and also made available to the citizens of Jackson County, Missouri.

NOW THEREFORE, in consideration of the Payment (defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Grantor and Grantee hereby agree as follows.



Grantor does hereby grant to Grantee, as the record owner of the Grantee Property, the non-exclusive permanent right and easement on, over and through that certain portion of the Grantor Property legally described on Exhibit C attached hereto (the "Easement Area"), for the purpose of constructing, maintaining, replacing and repairing certain fill and sidewalk improvements more particularly depicted on the site plan attached hereto as Exhibit D (collectively, the "Easement Area Improvements"). The agreed upon depth of the fill improvements is depicted on Exhibit D-1. Grantor shall have the right to use and enjoy the Easement Area provided that such use shall not materially interfere with the Park Improvements. Within one hundred and twenty (120) days of the completion of the Park Improvements, Grantee shall restore the un-improved portions of the grasses and other landscaping located on the Easement Area to their previous condition. Such restoration shall be at the sole cost of Grantee. Grantee shall pay Grantor an amount (the "Payment") equal to sum of Two Thousand and No/100 Dollars (\$2,000.00) plus \$0.40 for every square foot of the Easement Area, as consideration for the easement rights granted herein. Grantor shall not remove or alter the Park Improvements without the prior written consent of Grantee.

Grantee shall allow Grantor unobstructed vehicular access across the Easement Area for flood control management and future park development and maintenance.

During the period of installation, removal or replacement of the Park Improvements by Grantee within the Easement Area herein granted, Grantee shall have the right to use as temporary construction easements so much of the surface of the Grantor Property as may be reasonably necessary for Grantee's construction, installation, removal or replacement of said Easement Area Improvements. Grantee shall construct and maintain the Easement Area Improvements in an operable, safe and sound condition of repair. Grantee accepts sole responsibility for any and all maintenance of the Easement Area Improvements. Grantee shall be, and shall cause its contractors, agents and invitees to be, responsible for and promptly repair any and all damage caused to the Easement Area or the Grantor Property as a result of the exercise by Grantee of the easement rights granted herein. In the event that Grantee fails to comply with the requirements of this provision, Grantor may elect to cure such default upon sixty (60) days prior written notice to Grantee. In the event that Grantor elects to cure such default, Grantee shall reimburse Grantor for all such costs incurred by Grantor in connection with such cure, including, without limitation, reasonable attorneys fee and expenses in connection therewith, within thirty (30) days following Grantor giving written notice to Grantee of the amount and details of the costs so incurred by Grantor (including copies of any invoices).

Grantee shall defend, indemnify and hold harmless Grantor from any and all liabilities, liens, damages, loss, expenses and costs, including, without limitation, (a) legal fees and expenses incurred by Grantor in connection with enforcement of its rights under this Agreement; and (b) all costs, including, without limitation, all legal fees, courts costs, settlement costs and all other costs, that Grantor may suffer or incur as a result of any and all liens, claims and other liability and/or causes of action that may be asserted against Grantor by any third parties in connection with, arising from or relating to the Easement Area Improvements, the use by Grantee or its contractors, agents and invitees of the Easement Area during the construction and operation of the Easement Area Improvements, any damages to the Grantor Property, or to the personal property of Grantor, its agents, contractors, tenants, invitees or others arising from or relating to the Easement Area Improvements, or by reason of the exercise of any other right granted it herein (collectively, the "Improvements Claims").

Grantee covenants and agrees, at its sole cost and expense, to procure and maintain, at all times during the term of this Agreement, comprehensive commercial general liability insurance with a responsible insurance company or companies licensed to do business in the State of Missouri, properly protecting and indemnifying Grantee and Grantor in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) for injury to or death of any one or more persons arising out of any one occurrence and no less than One Hundred Thousand and No/100

Dollars (\$100,000.00) for property damage. Evidence of such policy or policies required hereunder, showing Grantor as an additional insured, shall be delivered to Grantor prior to the commencement of construction by Grantee of the Easement Area Improvements. The policy or policies shall contain a provision that such insurance may not be cancelled by the issuer without giving at least thirty (30) days prior written notice to the Grantor.

Grantor represents and warrants that execution of this Agreement by Grantor has been duly authorized by Grantor and that the party executing same on behalf of Grantor has been authorized to do so and to bind Grantor. Grantee represents and warrants that execution of this Agreement by Grantee has been duly authorized by Grantee and that the party executing same on behalf of Grantee has been authorized to do so and to bind Grantee.

The provisions of this Agreement shall be perpetual and a covenant running with the land binding upon and inuring to the benefit of Grantor, Grantee and their respective successors in title to the Grantor Property and the Grantee Property. This Agreement may be executed in counterparts, each of which shall be binding upon any party executing the same and all of which together shall constitute one and the same document. All notices, consents, requests, approvals, authorizations and other communications required or permitted to be given hereunder shall only be effective if in writing and personally delivered, sent by registered or certified mail, return receipt requested or by recognized overnight courier, with all postage and charges prepaid, addressed as follows (or to such alternate addresses or addressees of which notice is delivered to a party in accordance herewith):

If to Grantor: Jackson County, Missouri
415 East 12th Street, 2nd Floor
Kansas City, Missouri 64106
Attention: Michele Newman

With a copy to: County Counselor's Office
415 East 12th Street, 2nd Floor
Kansas City, Missouri 64106
Attention: W. Stephen Nixon

If to Grantee: Overland Property Group, LLC
7500 College Blvd. Suite 500
Overland Park, KS 66210
Attention: Brett Johnson

With a copy to: Lathrop & Gage, LLP
2345 Grand Boulevard, Suite 2800
Kansas City, MO 64108
Attention: Jerry Riffel

[REMAINDER OF PAGE INTENTIONALLY BLANK SIGNATURE PAGES TO FOLLOW]

SIGNED AND EXECUTED this 28 day of February, 2011.

Jackson County, Missouri

By: [Signature]
Name: Mike Sanders
Title: County Executive

ACKNOWLEDGMENT

State of Missouri)
County of Jackson) ss

On this 28 day of February, 2011, before me, a Notary Public, appeared Mike Sanders the County Executive of Jackson County, to me personally known to be the person described in and who executed the foregoing instrument on behalf of said County, and duly acknowledge the execution of same to be the act and deed of said County.

IN TESTIMONY WHEREOF, I have set my hand and affixed my official seal the day and year aforesaid.



PATRICIA MARIE MURILLO
My Commission Expires
September 16, 2012
Clay County
Commission #004888887

[Signature]
Notary Public
Patricia Marie Murillo

ATTEST:

By [Signature]
Mary Jo Spino
Clerk of the Legislature

SIGNED AND EXECUTED this 2nd day of March, 2011.

Overland Property Group, LLC

By: [Signature]
Name: Brett Johnson
Title: Partner

ACKNOWLEDGMENT

State of Kans)
County of Shawnee) ss

On this 2nd day of March, 2011, before me, a Notary Public, appeared Brett Johnson of Overland Property Group LLC, to me personally known to be the person described in and who executed the foregoing instrument on behalf of said company, and duly acknowledge the execution of same to be the act and deed of said company.

IN TESTIMONY WHEREOF, I have set my hand and affixed my official seal the day and year aforesaid.

Notary Expires:

8/12/2013

[Signature]
Notary Public
Matthew Gillam

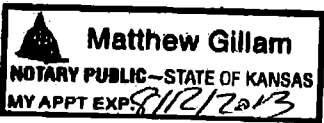


Exhibit A
Grantor Property

ALL THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 49, RANGE 31, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID $\frac{1}{4}$ $\frac{1}{4}$ SECTION, SAID POINT BEING 619 FEET SOUTH OF THE NORTHEAST CORNER OF SAID $\frac{1}{4}$ $\frac{1}{4}$ SECTION; THENCE NORTH 70 DEGREES 37 $\frac{1}{2}$ MINUTES WEST 105 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID $\frac{1}{4}$ $\frac{1}{4}$ SECTION, TO THE CENTER LINE OF THE LITTLE BLUE RIVER; THENCE EASTERLY ALONG SAID CENTERLINE, TO THE EAST LINE OF SAID $\frac{1}{4}$ $\frac{1}{4}$ SECTION, 382.50 FEET TO THE POINT OF BEGINNING

Exhibit B
Grantee Property

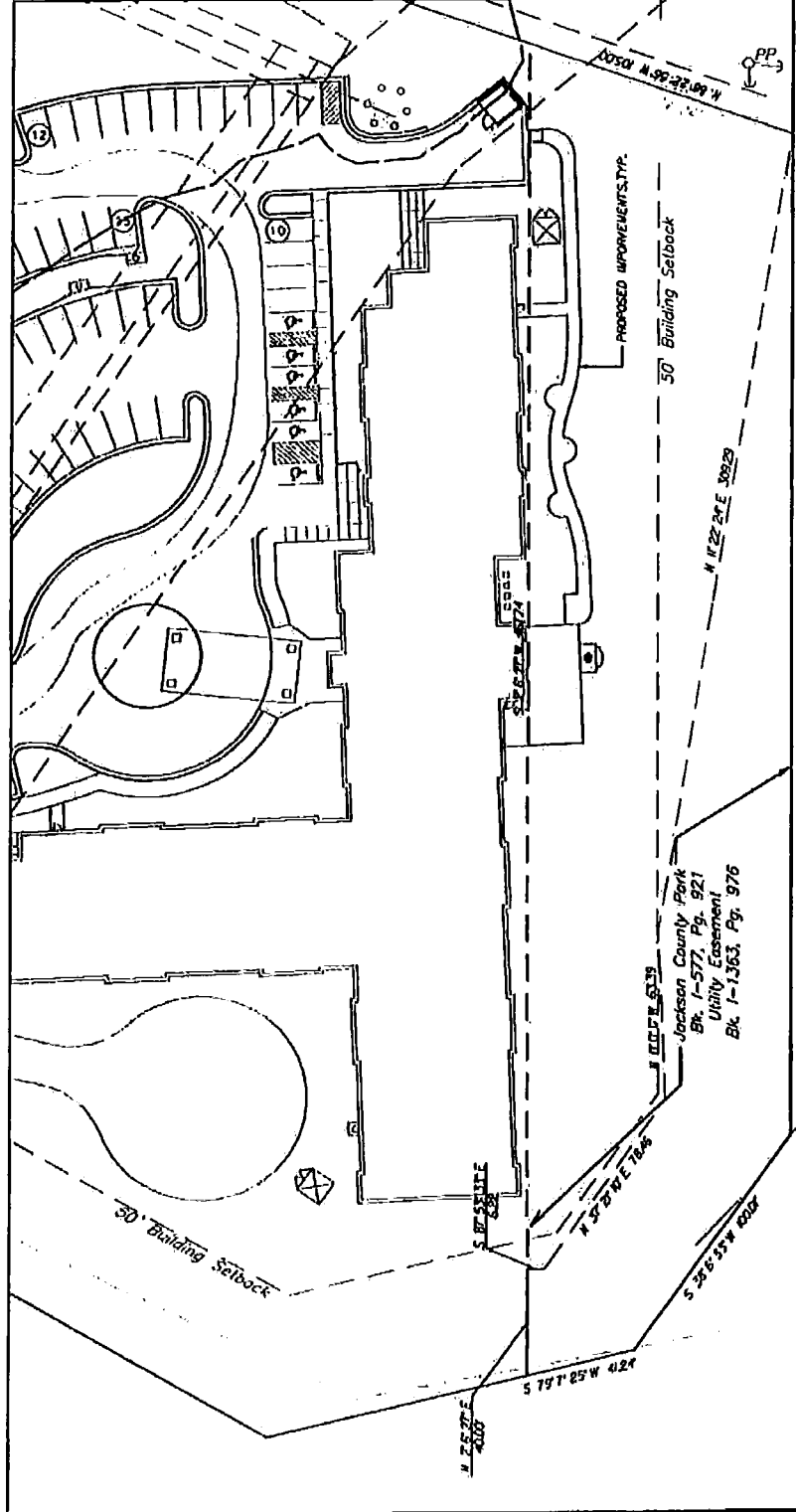
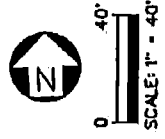
LOT 2-B, VILLAGES OF JACKSON CREEK, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

Exhibit C
The Easement Area

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2-B, VILLAGES OF JACKSON CREEK, A SUBDIVISION OF LAND LOCATED IN INDEPENDENCE, JACKSON COUNTY, MISSOURI; THENCE SOUTH 38 DEGREES 06 SECONDS 33 MINUTES WEST ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID LOT 2-B; A DISTANCE OF 100.01 FEET; THENCE SOUTH 79 DEGREES 07 MINUTES 25 SECONDS WEST ALONG THE SOUTHERLY PROPERTY LINE OF SAID LOT 2-B, A DISTANCE OF 41.24 FEET; THENCE NORTH 02 DEGREES 06 MINUTES 27 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 53 MINUTES 33 SECONDS EAST, A DISTANCE OF 6.22 FEET; THENCE NORTH 37 DEGREES 21 MINUTES 10 SECONDS EAST, A DISTANCE OF 78.46 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 63.39 FEET; THENCE NORTH 11 DEGREES 22 MINUTES 24 SECONDS EAST, A DISTANCE OF 309.29 FEET TO THE NORTHEAST PROPERTY CORNER OF SAID LOT 2-B; THENCE NORTH 68 DEGREES 22 MINUTES 56 SECONDS WEST ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 2-B, A DISTANCE OF 105.00 FEET; THENCE SOUTH 02 DEGREES 06 MINUTES 27 SECONDS WEST, A DISTANCE OF 467.74 FEET TO THE POINT OF BEGINNING. CONTAINING 0.67 ACRES (29384 SQUARE FEET), MORE OR LESS.

Exhibit D
The Site Plan

EXHIBIT D: EASEMENT AREA IMPROVEMENTS



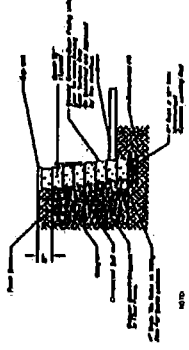
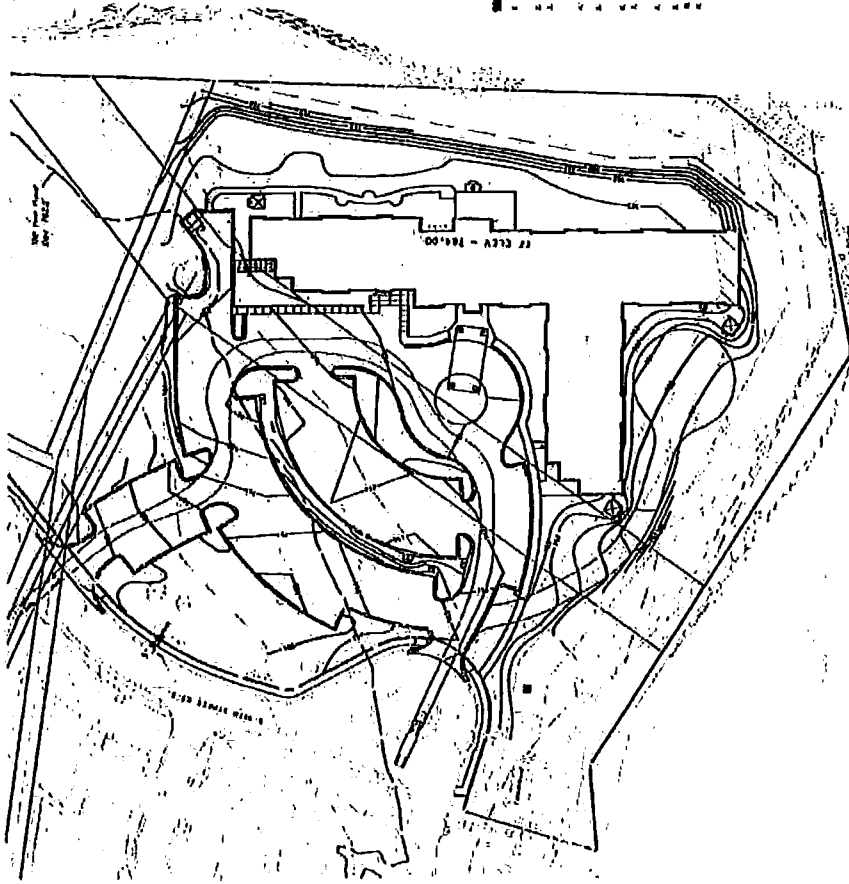
- P.O.B. POINT OF BEGINNING
- PROPOSED FILL AND SIDEWALK EASEMENT



PROJECT NO. 2019-05-24-03-01 - Street Light Support Structure - 11/17/2019

Exhibit D-1
Fill Depth

FINAL SITE PLAN
 THE GARDENS AT JACKSON CREEK



THIS PLAN IS THE PROPERTY OF C.F.S. ENGINEERS AND ARCHITECTS, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS PLAN WITHOUT THE WRITTEN CONSENT OF C.F.S. ENGINEERS AND ARCHITECTS, INC. IS STRICTLY PROHIBITED.

DATE: 11/15/00

<p>CFES CONSULTING ENGINEERS AND ARCHITECTS, INC. 19401 E. 40TH ST., COAST SOUTH JACKSON COUNTY, MISSOURI 64057-7708 TEL: 816-234-1111 FAX: 816-234-1112 WWW.CFES.COM</p>	<p>Williams Spurgeon Kuhn & Architects 19401 E. 40th St., Coast South Jackson County, Missouri 64057-7708 Tel: 816-234-1111 Fax: 816-234-1112 www.williamskuhn.com</p>	<p>THE GARDENS AT JACKSON CREEK 19401 E. 40th St., Coast South Jackson County, Missouri 64057-7708 Tel: 816-234-1111 Fax: 816-234-1112 www.williamskuhn.com</p>	<p>C1.02 GRADING PLAN 1 of 1</p>
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