

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
09/19/2024 12:45 PM

FEE: \$48.00 10 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0063953

Book: Page:
Diana Smith, Recorder of Deeds

WHEN RECORDED RETURN TO:

*Ms. Rachelle M. Biondo
Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111-3538*

Title of Document: Access Easement Agreement

Date of Document: August 7, 2024

Grantor(s): QMR Bakers Corner LLC

Grantee(s): Steve Hagelman and Donna Foulk

Grantee(s) Mailing Address: 1410 W. 39th
Kansas City, MO 64111

Legal Description: See Exhibits A, B and C

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement"), is executed to be effective as of the 7th day of August, 2024, by and between QMR Bakers Corner LLC ("QMR" or "Grantor") and Steve Hagelman and Donna Foulk (collectively, "Hagelman/Foulk" or "Grantee").

WITNESSETH:

WHEREAS, QMR is the owner of that certain tract of land described in Exhibit A attached hereto and incorporated herein, said property being hereinafter referred to as the "QMR Property"; and

WHEREAS, Hagelman/Foulk is the owner of that certain tract of land described in Exhibit B attached hereto and incorporated herein, said property being hereinafter referred to as the "Hagelman/Foulk Property" (the QMR Property and the Hagelman/Foulk Property are sometimes individually referred to herein as a "Parcel"); and

WHEREAS, QMR intends to grant to Hagelman/Foulk and the Hagelman/Foulk Property an access easement over and across the QMR Property to facilitate access to and from the Hagelman/Foulk Property over the easement area described on Exhibit C, which describes a portion of the former alley vacated by Ordinance 240380 on April 18, 2024.

NOW, THEREFORE, in consideration of the foregoing premises, the grants, reservations, easements and agreements herein made, and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (each such party hereinafter called a "Party" or "Owner") intending to be legally bound do hereby agree as follows:

1. Grant of Easements by QMR for the benefit of Hagelman/Foulk and the Hagelman/Foulk Property. QMR hereby grants, bargains, sells and conveys to Hagelman/Foulk for the benefit of Hagelman/Foulk, the Hagelman/Foulk Property, Hagelman/Foulk's tenants, invitees, customers, employees and agents, and, to the extent title to the Hagelman/Foulk Property is leased, transferred or assigned by Hagelman/Foulk, to its successors and assigns, a perpetual, non-exclusive and unobstructed access, ingress and egress easement over, across, upon and through that portion of the QMR Property shown on Exhibit C (the "Access Easement") for the purpose of vehicular and pedestrian access, ingress and egress to and from Wyoming Street and the Hagelman/Foulk Property.

2. Maintenance Obligations. QMR agrees to maintain the Access Easement in good condition all of the facilities and improvements located within the Access Easement, at QMR's expense, except as follows:

2.1 Hagelman/Foulk will be solely responsible for repairing any damage for which that Hagelman/Foulk, its tenants, customers, employees or agents caused.

2.2 QMR shall not make any alteration, change or modification to the improvements on the Access Easement that would permanently and materially impair or impede the use of the Access Easement by Hagelman/Foulk or its tenants, invitees, customers, employees and agents.

3. Reciprocal Indemnity. Each of the parties hereto hereby agrees to indemnify and hold each other harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of the indemnifying party in exercising the rights and obligations granted and set forth herein.

4. Time of the Essence. Time is of the essence of this Agreement.

5. Amendment. QMR and Hagelman/Foulk hereby agree that only upon the written consent of all parties hereto may this Agreement be amended or any of the easement areas be relocated, changed, altered, diminished or expanded.

6. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any covenants, conditions or agreements contained herein.

7. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term provision, covenant or agreement to person, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

8. Binding Effect; Dedication; Appurtenance. This Agreement shall be binding upon and inure to the benefit of Hagelman/Foulk, QMR and their respective successors and assigns. Notwithstanding the foregoing, each Party shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Agreement that accrue during the period of time during which such Owner holds fee simple title to a Parcel or portion thereof. Upon conveyance of a Parcel or a portion thereof, the Owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such property, or portion thereof conveyed, and the successor Owner shall become obligated hereunder for all matters arising from and after the date of conveyance.

9. Notices. All notices required under this Agreement shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; or (iv) personal delivery and the date of such notice will be deemed to have been the date on which such notice is delivered or attempted to be delivered as shown by the certified mail return receipt or a commercial delivery service record or in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt. All notices shall be addressed as follows, unless otherwise specified in writing:

Hageman/Foulk:

1410 W. 39th
Kansas City, MO 64111

QMR:

3401 College Blvd., Suite 250
Leawood, KS 66211

10. Covenants Run With the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each Owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

(Remainder of page intentionally left blank. Signature page to follow.)

QMR:

QMR Bakers Corner LLC

By: *Peter A. Couri*
Name: Peter A Couri
Title: Manager

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On this 30th day of July, 2024, before me, the undersigned Notary Public, in and for said state, personally appeared Peter Couri, the manager of QMR Bakers Corner LLC, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

Subscribed and sworn to me the day and year above written.

Michele Goodwin
Notary Public:

My commission expires:

6-27-25



EXHIBIT A
QMR Property

Lots 7 – 10, Block 4, Bonfils Heights, a subdivision in the City of Kansas City, Jackson County, Missouri.

EXHIBIT B
Hagelman/Foulk Property

Lot 11, Block 4, Bonfil Heights, a subdivision in the City of Kansas City, Jackson County, Missouri.

EXHIBIT C
Access Easement Area

A Tract of land being in part of a 15.00 foot, alley in BLOCK 4, BONFILS HEIGHTS, a subdivision in Kansas City, Jackson County, Missouri, being more particularly described as follows:

Beginning at the Northwest corner of Lot 7, of said BLOCK 4, BONFILS HEIGHTS;

Thence North 00°04'22" West, along the East Right-of-Way line of Wyoming street, as now established, 15.01 feet, to the Southwest corner of Lot 6, of said, BLOCK 4, BONFILS HEIGHTS;

Thence South 87°18'45" East, along the South line of said Lot 6, 144.87 feet, to the Southeast corner of said Lot 6;

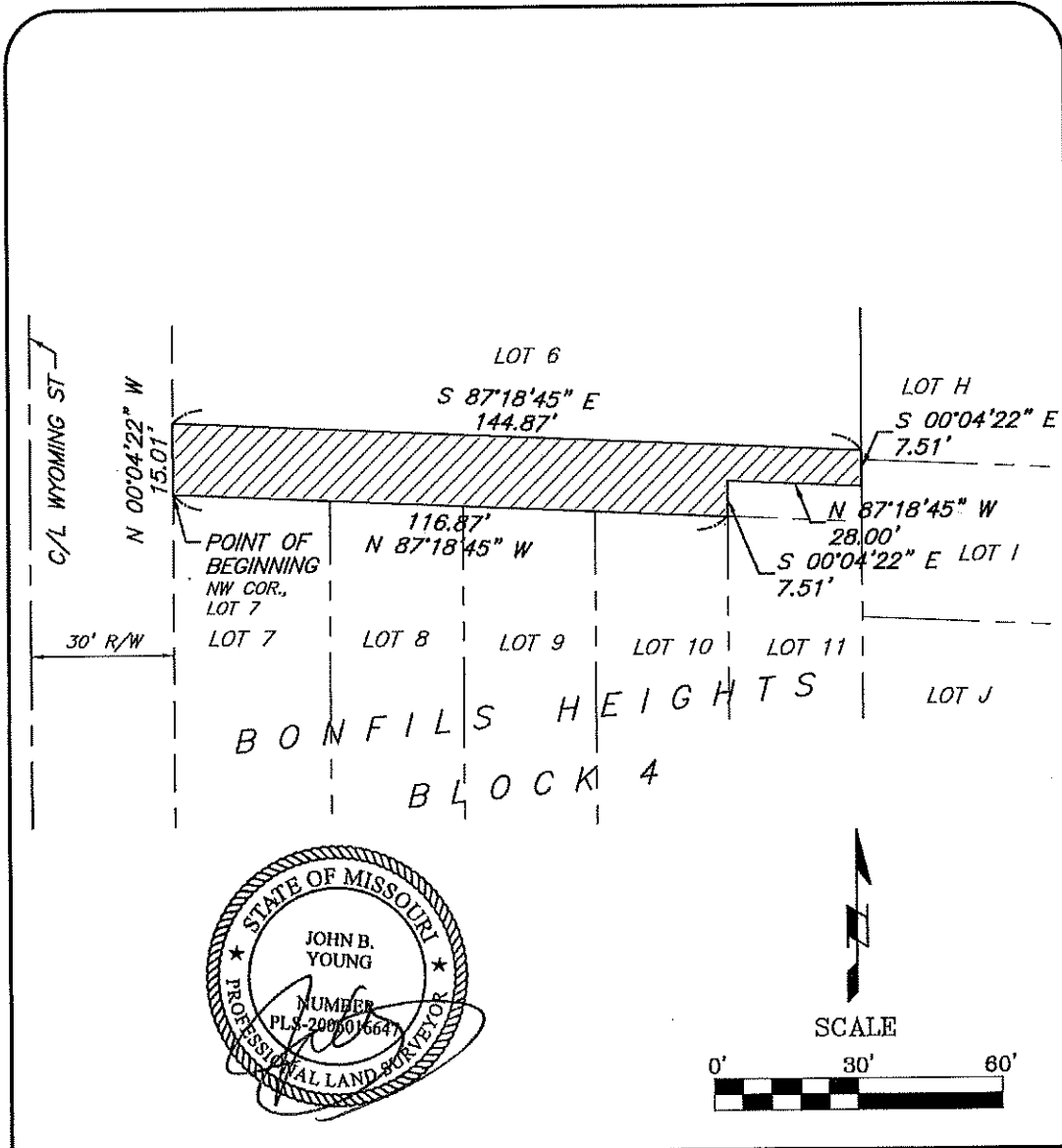
Thence South 00°04'22" East, along the East line of said BLOCK 4, BONFILS HEIGHTS, 7.51 feet, to the center line of said 15 foot alley;

Thence North 87°18'45" West, along said center line, 28.00 feet, to the West line of Lot 11 extended;

Thence South 00°04'22" East, 7.51 feet, to the Northeast corner of Lot 10, of said BLOCK 4, BONFILS HEIGHTS,

Thence North 87°18'45" West, along the North line of Lots 7, 8, 9 and 10, of said BLOCK 4, BONFILS HEIGHTS, 116.87 feet, to the Point of Beginning.

Contains 1962 square feet or 0.05 acres more or less.



Location: S:\23.280 - 3825 Wyoming St\DRAWINGS\2023.08.28 EXHIBITS\23.280-15 ACCESS EASEMENT.dwg-Aug 29, 2023-1:43pm



J & J
SURVEY
LLC

8680A N. GREEN HILLS ROAD • KANSAS CITY, MO 64154
PHONE (816)741-1017 • FAX (816)741-3018

ACCESS EASEMENT EXHIBIT

BONFILS HEIGHTS - BLOCK 4
KANSAS CITY, JACKSON COUNTY
MISSOURI