

260064
TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement ("Agreement") is entered into as of _____, 20____ ("Effective Date"), by and between THE CITY OF KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), acting by and through its Board of Parks and Recreation Commissioners ("Board"), and THE PORT AUTHORITY OF KANSAS CITY, MISSOURI, a political subdivision of the State of Missouri created pursuant to Section 68.010 *et seq.*, RSMo ("Port KC").

WHEREAS, City owns Riverfront Park, an approximately 955.45± acre tract of real property generally located along the Missouri River between N. Olive Street on the west and UP/Harry S. Truman Bridge on the east ("Park"), and which Park is under the jurisdiction of the Board as provided by the City's Charter; and

WHEREAS, Port KC and the Board are actively discussing a potential ground lease whereby Port KC would lease that portion of the Park bounded by N. Olive Street on the west and Chouteau Trafficway/Chouteau Bridge on the east, as generally depicted in EXHIBIT A, attached hereto and incorporated herein ("Property"); and

WHEREAS, the Property is improved with a "Riverfront Park Boat Ramp" ("Ramp") as also generally depicted in EXHIBIT A; and

WHEREAS, the Ramp is actively utilized by the public for recreational purposes and by the Kansas City, Missouri Fire Department and other public protection agencies as a launch point for water rescue operations; and

WHEREAS, the area surrounding the Ramp is currently overgrown and littered with various vegetation, noxious weeds and debris, which present public health and safety concerns and which Port KC has offered to assist in abating; and

WHEREAS, Port KC seeks temporary access to the Property for the purpose of clearing and removing such vegetation, noxious weeds and debris (collectively, the "Work"); and

WHEREAS, the Board and Port KC desire to set forth in writing the terms and conditions under which the Board is willing to provide temporary access to the Property to perform the Work;

NOW, THEREFORE, the Board and Port KC, in consideration of the mutual promises contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, agree as follows:

1. The Board hereby grants Port KC and its agents, representatives and contractors permission to enter the Property to perform the Work. Port KC shall be solely responsible for all materials, equipment and labor necessary for such purposes. In the event Port KC determines that the Work cannot or should not be performed without security for those persons performing the same, Port KC shall be responsible for providing such security as it deems necessary.

2. The Board shall have no obligation under this Agreement to contribute funds, labor, security or any goods or services of any kind to Port KC with respect to the performance of the Work.

3. Port KC's access to the Property shall commence on the Effective Date and terminate on April 1, 2026, unless an extension is otherwise agreed to by the Board in writing. Port KC will repair any damage caused to the Property as a result of the Work, provided however that the obligation to repair shall not extend to the Property's pre-existing conditions, including, without limitation, any existing known or unknown environmental conditions.

4. Port KC shall comply, and shall cause its agents, representatives and contractors to comply, with all applicable laws, ordinances, regulations and orders promulgated by federal, state or local government authority relating to the Work.

5. Neither the City nor the Board or each of their respective agents, partners, officers, representatives and employees shall be liable for any injury, damage, or loss suffered by Port KC, its agents, partners, officers, representatives, employees, contractors or any third party unless caused by the negligence or wrongful acts of the City or the Board, as applicable. Port KC hereby agrees to defend, indemnify and save and hold harmless the City and the Board and each of their respective agents, partners, officers, representatives and employees from and against any and all claims, losses, liabilities, demands, suits, and actions (including reasonable attorney's fees) for property damage, bodily injury (including death), or any other loss or liability caused by or arising from the negligence or willful misconduct of Port KC, its agents, partners, officers, representatives, employees or contractors with respect to the performance of the Work.

6. For the purpose of exercising the rights granted hereunder, Port KC and its representatives, agents, and contractors shall have the reasonable right of ingress and egress over the Property.

7. If any one or more of the provisions contained in this Agreement is for any reason held to be illegal, invalid, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the remaining provisions of this Agreement. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right, power, or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's rights thereafter to enforce any provision or exercise any rights.

9. This Agreement may be extended, modified or terminated only by a written amendment signed by each of the parties hereto; shall be governed by the laws of the state of Missouri; is the complete agreement regarding access of Port KC for performance of the Work and the specific subject matter hereof; and may be executed in any number of counterparts, each of which shall be deemed to be an original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, City and Port KC hereby execute this Agreement as of the Effective Date.

**CITY OF KANSAS CITY,
MISSOURI**

By: _____
Chris Cottten
Director

Attest:

By: _____
Secretary

Approved as to form:

City Attorney

IN WITNESS WHEREOF, City and Port KC hereby execute this Agreement as of the Effective Date.

**POR T AUTHORITY OF KANSAS CITY,
MISSOURI**

By: _____
Jon D. Stephens
President & CEO

Approved as to form:

By: _____
Brian T. Rabineau
General Counsel

EXHIBIT A

