

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CITY OF LEE'S SUMMIT, MISSOURI  
AND  
PREMIERLIFE REAL ESTATE HOLDINGS**

THIS MEMORANDUM OF UNDERSTANDING is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between THE CITY OF LEE'S SUMMIT, MISSOURI, a Missouri Charter City organized and operating under the laws of the State of Missouri (hereinafter "City"), and PREMIERLIFE REAL ESTATE HOLDINGS, a Missouri not-for-profit corporation (hereinafter "PremierLife").

WHEREAS, the City of Lee's Summit has determined, in part through its Fire Department Standards of Cover, that the current Fire Station No. 3 located at the northwest corner of NW Pryor Road and NW 3<sup>rd</sup> Street is no longer able to adequately meet the needs of the service area; and

WHEREAS, in response to the observations in the Fire Department Standards of Cover and related analyses regarding the current Fire Station No. 3, as well as other identified public safety needs of the City, a proposed no tax increase bond initiative has been placed on the November 8, 2016 ballot which, if passed, would in part provide funding for the replacement of the current Fire Station No. 3; and

WHEREAS, due to constraints of the property where Fire Station No. 3 is currently located, it will be necessary to relocate the proposed replacement Fire Station No. 3 at an alternate location within the service area if the proposed bond initiative is passed; and

WHEREAS, PremierLife is the owner of certain property located on NW Pryor Road in Lee's Summit within the service area; and

WHEREAS, contingent upon the passage of the aforementioned bond initiative, City and PremierLife have negotiated terms and conditions concerning the transfer of a parcel of property from PremierLife to City for the purpose of constructing a new Fire Station No. 3, in exchange for certain considerations to be provided by City to PremierLife, said terms and conditions of which are specifically outlined herein.

NOW THEREFORE, the parties hereto agree to cooperate as follows:

**ARTICLE ONE: COMMITMENTS AND CONSIDERATIONS TO BE PROVIDED BY CITY**

1. City will provide platting services for property currently owned by PremierLife located on NW Pryor Road, which is generally bounded by the Sterling Hills subdivision to the south and NW O'Brien to the north, covering approximately 20 acres. Said platting services will include a survey of the property and identification of separate parcels, including the parcel to be conveyed to the City for use as a future Fire Station No. 3, as well as the location of infrastructure improvements as more fully described herein.

2. City will provide certain road improvements, including the following:
  - a. Construction of NW Shamrock Avenue from NW Pryor Road to the western limits of public right-of-way dedicated to the City along the north side of the parcel to be conveyed to the City for use as a future Fire Station No. 3.
  - b. Construction of a driveway with shared access easement between the parcel to be conveyed to the City for use as a future Fire Station No. 3 and the adjacent parcel between said parcel and NW Pryor Road (a tier one frontage lot), said shared access driveway and easement to be located from the proposed NW Shamrock Avenue right-of-way towards the south property line, and to be formally identified during the platting process.
  - c. Construction of a driveway apron/stub in alignment with the shared driveway noted in Section 2.b located along the north side of proposed NW Shamrock Avenue.
  - d. Construction of a northbound left-turn lane along NW Pryor Road at the intersection of NW Shamrock Avenue.
3. City will install utility extensions, to include water, sewer, electric and gas, which will be adequate to support future development to the area to be platted, inclusive of and terminating at the parcel to be conveyed to the City for the relocation of Fire Station No. 3.
4. City will conduct a sewer capacity analysis of the relevant portion of the current Cedar Creek Interceptor based upon a conceptual development plan prepared by PremierLife and/or its related entities, including but not limited to John Knox Village, to determine if there exist sewer capacity impediments for future development in the surrounding area west of Pryor Road. Said analysis shall constitute an informational report to assist with the future development of any remaining property in the area and will not constitute a commitment on the part of the City to allow future development or to assume responsibility for remediating any potential impediments.
5. Upon formal conveyance of the parcel to be conveyed to the City for the relocation of Fire Station No. 3, City agrees to execute a right of first refusal in favor of PremierLife Real Estate Holdings, or its successor in interest or assigns, in the event that the parcel ceases to provide a public use to City.
6. City agrees to cooperate with the assigned architects or other representatives identified by PremierLife for coordination of exterior design standards of the new Fire Station No. 3 to be constructed on the parcel to be conveyed to the City.
7. City will initiate re-zoning of the newly platted area, or that portion identified by PremierLife, including the parcel to be conveyed to City, to P-MIX.
8. City agrees that, during the period of its ownership of the parcel to be conveyed to it by PremierLife, that the parcel shall only be used for purposes of housing a Fire Station, and shall be utilized for no other public purpose.

**ARTICLE TWO: COMMITMENTS AND CONSIDERATIONS TO BE PROVIDED BY PREMIERLIFE**

1. PremierLife agrees to convey, via General Warranty Deed, and at no cost to City, a parcel of property comprising approximately 2.25 acres and generally identified by the area identified in the attached Exhibit "A" for purposes of relocating a new Fire Station No. 3. Said conveyance shall occur no later than thirty (30) days following completion of the survey process to be undertaken by the City as described herein in preparation of platting of the property.

**ARTICLE THREE: MUTUAL AGREEMENTS OF THE PARTIES**

1. City and PremierLife mutually agree that the provisions set forth herein are conditioned upon the passage of the bond initiative which is included on the November 8, 2016 ballot, and that no obligation under this Memorandum of Understanding shall exist unless and until the passage of said the bond initiative.
2. Upon the activation of the obligations as set forth herein, and following the initiation of the survey process by City to ascertain the precise legal description of the parcel to be conveyed, City and PremierLife agree to execute a Real Estate Purchase and Sale Agreement which shall contain various provisions and contingencies including, but not limited to environmental surveys and other due diligence considerations to determine whether the proposed parcel for use as a location for the future Fire Station No. 3 is acceptable for the same, as well as provisions that render the remaining obligations on the part of City in this Memorandum of Understanding moot and unenforceable in the event that the parcel is deemed unacceptable.
3. Upon the activation of the obligations as set forth herein, City and PremierLife mutually agree to cooperate with one another to effectuate the terms and conditions as set forth herein.
4. City and PremierLife mutually agree that this Memorandum of Understanding shall be deemed to have been made within the County of Jackson, State of Missouri, and shall be interpreted, construed and enforced in accordance with the laws of the State of Missouri and before the Courts of Missouri in the County of Jackson.
5. City and PremierLife mutually agree that, subject to the provisions of a negotiated Real Estate Purchase and Sale Agreement as contemplated herein, there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the matters contemplated herein. No subsequent alteration, change or addition to this Memorandum of Understanding, other than the Real Estate Purchase and Sale Agreement as contemplated herein, shall be binding upon the parties unless reduced to writing and signed by them.

IN WITNESS WHEREOF, the parties hereto have made and executed this Memorandum of Understanding as of the day and year first above written.

**City of Lee's Summit**

\_\_\_\_\_  
Stephen A. Arbo  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Randall L. Rhoads  
Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Office of the City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

**PremierLife Real Estate Holdings**



By: DANIEL REXROTH  
Title: PRESIDENT/CEO

10/27/16  
Date