

AGREEMENT FOR UPGRADED STREET LIGHTING CITY OF LEE'S SUMMIT, MISSOURI

THIS AGREEMENT is made this 3rd day of May, 2016 between The Savannah Ridge Property Owners Association, Inc. (the "Association"), controlling association of properties within the Savannah Ridge Subdivision (the "Subdivision"), and the City of Lee's Summit, Missouri, ("City") a Missouri municipal corporation and home rule charter city.

WHEREAS, the City, by Resolution No. 06-04, adopted standards for minimum street lighting requirements ("Standard Street Light Requirements") within the City of Lee's Summit consisting of a 150-watt sodium vapor light on a steel pole; and

WHEREAS, the City leases the street light system from Kansas City Power & Light, its successors and assigns ("KCPL") and is billed monthly according to rates set by the Public Service Commission based on capital cost of the light, installation, maintenance, and energy costs; and

WHEREAS, there are thirteen (13) street lights with wooden poles that are in compliance with the current applicable standards on the public right-of-way within the Subdivision but are not in conformance to the Standard Street Light Requirements, due to the wooden poles; and

WHEREAS, the City and the Subdivision agree to upgrade the thirteen (13) street lights from wooden to steel poles so they are in conformance with the Standard Street Light Requirements, and the City will pay all costs associated with the necessary upgrade from wood to steel poles; and

WHEREAS, the Association desires to provide one additional street light within the Subdivision, in excess of the Standard Street Light Requirements with regard to location but otherwise conforming to the Standard Street Light Requirements in all other respects, on the public right-of-way; and

WHEREAS, this agreement ensures the City will incur no additional costs from the installation of the proposed additional one street light.

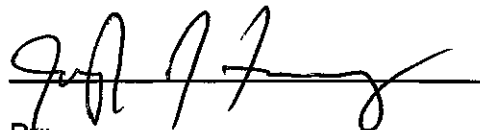
NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Association and City do hereby covenant and agree to the following terms and conditions:

1. The Association, in exchange for the obligations assumed under this Agreement, may request, and the City shall authorize, that KCPL upgrade the thirteen (13) street lights in the Subdivision which have wooden poles, to steel poles. The City shall bear the cost associated with the upgrade from wood to steel poles for these thirteen (13) street lights.
2. The Association, in exchange for the obligations assumed under this Agreement, may request, and the City shall authorize, that KCPL install one additional street light, in the Subdivision. The street light shall comply in all respects with the Standard Street Light Requirements with exception of location.

3. Upon execution of this Agreement, the Association shall pay the City the actual difference in cost due to one additional street light being installed at the request of the Association.
4. On or before July 1, 2016, and July 1 of every subsequent fiscal year, the Association shall pay the City in advance, the full difference in annual cost, according to the rate schedule imposed by KCPL applicable to the City of Lee's Summit, in effect at that time for the one additional street light within the Subdivision.
5. In the event that payments are not made according to Paragraphs 2 and 3 of this Agreement, the City may at its option and upon 30 days written notice to the Association request that KCPL remove the additional street light. The Association shall at all times have the obligation of providing the City with the address upon which such written notice shall be sent. Failure to provide this address or any change in the address shall waive the Association's right to notice under this paragraph. In the event that the City makes such a request, and KCPL removes the additional street lights, the Association shall be responsible for all costs associated with this removal and initial installation. In the event that KCPL fails or refuses to remove the additional street lights, then the Association's obligation under Paragraph 3 shall continue unabated.
6. The Association shall record a declaration with the Jackson County Recorder of Deeds containing provisions regarding the proposed additional street light. These provisions shall be consistent with the terms of this Agreement and subject to the approval of the City.
7. This contract shall be in effect from the date of its execution by the parties and terminate upon the expiration of the current contract with KCPL and may be extended for additional terms upon extension or renewal of the contract with KCPL.
8. The provisions of this Agreement shall inure to the benefit and bind the successors and assigns of the parties hereto and nothing herein contained shall prevent assignment of this Agreement hereunder by the Association.
9. The individual signing on behalf of the Association hereby represents and warrants that he has the authority to execute this document and to bind the Savannah Ridge Property Owners Association in the manner specified herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Savannah Ridge Property Owners
Association, Inc.


By: _____

Title: SRHOA - President

Attest:

By: _____

Title: _____

(Corporate Seal Affixed Here)

City of Lee's Summit

Stephen A. Arbo
City Manager

Attest:

Denise Chisum
City Clerk

Approved as to Form:

Trevor L. Stiles, Chief of Litigation
Office of the City Attorney

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

ON THIS 31st day of May, 2016 before me personally appeared Joseph J. Fennessy Member/Manager of Savannah Ridge Property Owners Association To me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed my official seal at my office in Jackson County, Missouri, the day and year firsts above written.

Kerry B. Stufflebean
Notary Public Signature

Kerry B. Stufflebean
Printed or Typed Name

My Commission Expires:

April 12, 2019

KERRY B. STUFFLEBEAN
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires April 12, 2019
Commission # 15172137