

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR THE PARAGON STAR PROJECT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE PARAGON STAR PROJECT (“**Agreement**”) is made this 5th day of January, 2021, by and between Paragon Star, LLC, a Missouri limited liability company (the “**Developer**”), and the City of Lee’s Summit, Missouri, a municipal corporation (“**City**”) (each is a “**Party**” and collectively the “**Parties**”)

WHEREAS, on October 6th, 2016, the City Council concluded a public hearing for Application #PL2016-135, for preliminary development plan and rezoning from AG and CP-2 to PMIX, of approximately 120 acres of land generally lying at the Northeast corner of NE View High Drive and I-470, on property legally described in **Exhibit A** (“**Property**”) a portion of which will be developed as the Paragon Star Sports Complex as shown in **Exhibit B**, a map of the preliminary development plan, along with a portion of the property that will be developed as the Village;

WHEREAS, on October 6, 2016, the City Council approved Ordinance No. 7987 which approved the preliminary development plan for the Sports Complex portion of the Property, which was subject to the Developer entering into a development agreement with the City to provide for certain Improvements, as defined below, necessary for the Development;

WHEREAS, on June 4, 2019, the City Council concluded a public hearing for Application #PL2019-071, for a preliminary development plan in the PMIX District, of approximately 36 acres, on property legally described in **Exhibit A** (“**Village Property**”);

WHEREAS, on June 11, 2019, the City Council approved Ordinance No. 8644 which approved the preliminary development plan for the Paragon Star Village on the Village Property, which was subject to the Developer entering into a development agreement with the City to provide for other certain Improvements, as defined below, necessary for the Development;

WHEREAS, in satisfaction of the City Council's conditions of approval for Ordinance Nos. 7987 and 8644, the Developer and the City now desire to enter into this Agreement;

WHEREAS, the Parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the public services provided by the City and other public jurisdictions and on facilities that are constructed and maintained by the City and other public jurisdictions, though the highway transportation improvements are reasonably related to the impact of both the Development and cumulative demand of area development assumed, but not necessarily constructed, per the applicable traffic studies; and

WHEREAS, in October 2020, City of Kansas City conducted a repaving and restriping of View High Drive south of the I-470 and View High interchange which will create traffic patterns that are disruptive to the design and engineering plans for the Interchange Improvements, including

the elimination of one northbound and one southbound lane in the vicinity of Meers Road and extending south on View High; and

WHEREAS, the Parties agree that the View High Drive modifications conducted by the City of Kansas City, without consulting with the Parties to this Agreement prior to implementing these modifications, presents the need for corrective action by the Parties so that the traffic impediments can be eliminated, which will necessitate a phasing of certain traffic improvements that are required by this Agreement in order to allow the Paragon Star project to proceed on schedule; and

WHEREAS, the Parties executed a Development Agreement dated August 17, 2020, and the Parties seek to amend and restate that original Development Agreement to establish their respective rights, duties and obligations for engineering, design and construction of the public improvements that serve development of the Property, including the phasing plan discussed above, and have freely negotiated in good faith and this Agreement reflects the desires of the Parties.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Words or terms not defined elsewhere in this Agreement, including **Exhibit C**, shall have the following definitions:

“Applicable Laws” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, policy, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any governmental authorities that may apply to the Improvements or the other matters in this Agreement.

“Certificate of Final Acceptance” shall have the meaning assigned in Section 1027 of the Design and Construction manual as adopted by the City of Lee’s Summit, and as such manual may be amended from time to time.

“Certificate of Occupancy” shall have the meaning assigned in Division VIII (Certificates of Occupancy) of Chapter 3 of the UDO.

“Certificate of Substantial Completion” shall have the meaning set forth in Section 1027 of the Design and Construction manual as adopted by the City of Lee’s Summit, and as such manual may be amended from time to time.

“CID” means the I-470 and View High Community Improvement District.

“City Engineer” shall mean the City Engineer or his/her designated representative.

“Design and Construction Manual” shall mean the Design and Construction Manual as approved by the City Council through the adoption of numerous City ordinances and published on the City’s website, as such document may be amended from time to time.

“**Developer**” shall have the meaning as set forth on page 1.

“**Development**” means all of the site work and public and private development on both the Property and the Village Property.

“**Improvements**” shall have the meaning set forth in **Exhibit C**.

“**Interchange Improvements**” shall have the meaning set forth in **Exhibit C**.

“**Interchange Phase 1 Improvements**” shall have the meaning set forth in **Exhibit C**.

“**Interchange Phase 2 Improvements**” shall have the meaning set forth in **Exhibit C**.

“**Internal Roads**” shall have the meaning set forth in **Exhibit C**.

“**KCMO Improvements**” shall have the meaning set forth in **Exhibit C**.

“**Kansas City Agreement**” means the “Cooperative Agreement for Public Improvements” between Jackson County, Missouri, the City and the City of Kansas City, Missouri dated February 8, 1991, as such agreement may be amended from time to time.

“**MoDOT**” means the Missouri Department of Transportation, acting legislatively through the Missouri Highways and Transportation Commission.

“**Parking Areas**” shall have the meaning set forth in **Exhibit C**.

“**Property**” shall have the meaning set forth in **Exhibit A**.

“**Sports Complex**” means that portion of the Development on the Property which will be developed for the sports fields and associated structures and improvements pursuant to the preliminary development plan approved by Ordinance No. 7987.

“**Staff**” shall mean employees of the City of Lee’s Summit.

“**Temporary Certificate of Occupancy**” shall have the meaning as set forth in Chapter 7, Lee’s Summit Building Code, as adopted by the City of Lee’s Summit.

“**TIF Agreement**” means the Tax Increment Financing Redevelopment Agreement between the City and Paragon Star, LLC, dated October 20, 2016, as such Agreement may be amended by the Parties.

“**TIF Plan**” means the I-470 and View High Tax Increment Financing Plan that was approved by City Ordinance No. 7833 on March 10, 2016, as such Plan may be amended by the City.

“**UDO**” means the Unified Development Ordinance as set forth in Chapter 33 of the City Code.

“**View High Drive Modifications**” means those modifications to View High Drive that were conducted by the City of Kansas City in approximately October 2020 which presents design conflicts with the Interchange Improvements and the planned improvements to the intersection of Meers Road and View High Drive.

“**Village**” means that portion of the Development on the Village Property which will be developed for residential, office, retail, restaurant and other commercial uses and the entertainment venue area pursuant to the preliminary development plan approved by Ordinance No. 8644.

“**Village Phase 1**” means that development in the Village that will occur on proposed Lot 7 (multi-family residential), Lot 9 (multi-use, office and commercial) and Lot 10 (medical office building), as such lots are set forth on the preliminary development plan approved by Ordinance No. 8644 and as such lots may be revised as to numbering when any replatting occurs.

“**Village Phase 2**” means all remaining development in the Village on all Lots that are not referenced in Village Phase 1.

“**Village Property**” shall have the meaning set forth in **Exhibit A**.

“**Water Main**” shall have the meaning set forth in **Exhibit C**.

“**Western Gateway TDD**” means the I-470 Western Gateway Transportation Development District which was approved by the Jackson County Circuit Court on May 24, 2018.

2. **Requirements for Improvements.** Unless otherwise specified herein, the provisions set forth in this Section shall be applicable to the financing, design, engineering and construction of the Improvements to be constructed by the Developer as required by this Agreement. The requirements of this Section shall be applicable to those Improvements that are within the jurisdiction and the permitting authority of the City, but do not apply to the design, engineering and construction of Improvements that are within the jurisdiction and permitting authority of Kansas City. The rules and requirements imposed by Kansas City shall apply to those Improvements within the jurisdiction and the permitting authority of Kansas City. The City does not accept any responsibility to review and approve Improvements within the jurisdiction and the permitting authority of Kansas City, although the Parties to this Agreement will continue to work together to integrate the functionality of all Improvements in both jurisdictions.
 - A. **Requirement to design, engineer and construct.** Except as provided otherwise in this Agreement, the Developer, at its sole cost and expense, shall design, engineer and construct the Improvements. The City shall issue certificates of occupancy for structures in the Development pursuant to the schedule set forth in **Section 3**.
 - B. **Construction Costs.** All costs associated with designing, engineering and constructing the Improvements shall be paid by the Developer, by the Western Gateway TDD or the CID, as agreed by the Parties in other contracts. No cost shall

be paid by the City for designing, engineering, constructing or managing the construction of any of the Improvements except as provided in the TIF Agreement, from tax increment financing revenues or obligations issued by the City which are repaid with tax increment financing revenues.

- C. Applicable Standards and Approvals. The Improvements shall be designed, engineered, constructed, placed into service and dedicated to the City or other appropriate governmental entity. Improvements dedicated to the City shall be dedicated in accordance with the ordinances of the City, including, but not limited to, the City's Design and Construction Manual then in effect at the time the Plans for the Improvements are submitted, and any other applicable rules, requirements and standards established by the City. All such work shall be done in good and workmanlike manner. The Developer shall be responsible for obtaining approval for any portion of the Improvements that require approval of another jurisdiction. The City agrees to cooperate in good faith with the Developer in obtaining said required approvals from other jurisdictions for the Improvements.
- D. Schedule. Prior to the construction of the Improvements, the Developer shall submit to the City Engineer a proposed Project Schedule for the Improvements to be constructed by the Developer.
- E. Design Phase. The Developer shall submit all preliminary design documents to the City for approval before proceeding with the construction of the Improvements. On the basis of such approved preliminary design documents, the Developer shall:
- (1) Prepare detailed drawings, plans, design data, and estimates to show the character and scope of the work to be performed by contractors for all Improvements ("**Plans**").
 - (2) Furnish to the City Engineer copies of such Plans and other documents and design data as may be required to secure approval of such governmental authorities as may have jurisdiction over design criteria applicable to the Improvements.
 - (3) Furnish the number of approval copies of the final Plans for the Improvements as the City may require.
 - (4) Ensure that the Plans conform to all Applicable Laws of the City, accounting for the limitations of City review versus Kansas City review as set forth in the introductory paragraph of this Section 2.
 - (5) All final Plans shall be presented to the City Engineer for approval.
- F. Construction. The Developer will construct or cause the construction of all the Improvements according to the approved Plans. The requirements set forth in **Exhibit C** shall apply to the construction of the Improvements. The Developer shall maintain, at its sole cost and expense, the Improvements until such time as said Improvements are accepted by the appropriate governmental entity. The

Developer shall not do or permit others, by contract or otherwise, to do any work related to the construction of the Improvements until the Developer has paid for all required City and other governmental required permits and authorizations.

G. Right of Way Acquisition.

- (1) The Developer shall be responsible for acquiring or negotiating for the donation of all right-of-way or easements that are needed to construct the Improvements that will be dedicated to the City or Kansas City, including all necessary temporary construction easements. The Parties acknowledge that the acquisition of right-of-way and easements for the Interchange Improvements (as defined in **Exhibit C**) are being conducted in accordance with MoDOT requirements using Federal Highway Administration requirements. The Parties acknowledge that certain of the public streets and roads within the Development are to be owned by the CID and will not be dedicated to the City but will be maintained as public roads by the CID. The Parties also acknowledge that the diverted diamond scope of the Interchange Improvements (as defined in **Exhibit C**) is to be dedicated to the State of Missouri and will be maintained by MoDOT, and the Meers Road scope of the Interchange Improvements shall be dedicated to and maintained by those parties as set forth in the Kansas City Agreement.
- (2) In the event that the Developer is unable, after good faith negotiations, to acquire some or all of the right-of-way or easements necessary for those Improvements over which the City exercises jurisdiction, the Developer may submit a request to the City in the manner prescribed by Section 26, "Notice" below requesting that the City use its authority to acquire the property interests necessary for the Improvements. The City will respond to such a request within thirty (30) days of receipt of same, and in such response the City will indicate whether it agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction. The City is not obligated to use its authority to assist in the acquisition of property interests necessary for the Improvements.
- (3) In the event the City agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction, prior to beginning any work to acquire said right-of-way or easements, the Developer shall first execute an Acquisition Funding Agreement with the City which provides for the terms and conditions under which the Developer will place all estimated Acquisition Costs in escrow with the City prior to commencement of condemnation for right-of-way or easements. The Acquisitions Costs shall include, but shall not be limited to: the actual price paid for all right-of-way or easements, whether determined by negotiation or eminent domain; expenses related to the establishment of acquisition values of right-of-way or easements, including appraisals; legal fees, other

expenses paid to third parties, and expenses incurred by the City related to acquisition of right-of-way or easements, whether through negotiation or eminent domain; and any other reasonable and necessary costs or expenses related to acquisition of the right-of-way or easements. The Acquisition Funding Agreement shall obligate the Developer to reimburse the City in full for all Acquisition Costs that result from the City's use of its authority to acquire any portion of the Improvements.

- (4) The Developer shall dedicate or convey, as applicable, to the City, at no cost to the City, all property interests owned by the Developer which are necessary for the Improvements. Developer may seek reimbursement for eligible costs of property interests necessary for the Improvements from Western Gateway TDD, and/or TIF Revenues, as such costs may be allowed by the TIF Plan and TIF Contract, as amended.

- H. Utility Relocation. The Parties agree that all costs associated with relocating any existing utilities from any existing public or private easement, as a result of construction of the Improvements, shall be paid by the Developer, the TDD or the CID, and are not the responsibility of the City. The Parties agree that all costs associated with relocating any existing utilities from any existing right-of-way as a result of construction of the Improvements, which are not paid by a utility company, shall be paid by the Developer, the CID or the TDD, as applicable and are not the responsibility of the City. Developer may seek reimbursement for eligible utility relocation costs from TIF revenues, as such costs may be allowed by the TIF Plan and TIF Contract, as amended.
- I. Inspections and Revisions. The Developer agrees to permit City employees, agents and contractors to inspect, observe, and oversee the construction of all Improvements in order to ascertain and determine that the standards of the City have been met. The Developer shall obtain the City Engineer's approval of all revisions materially altering the design or specifications of the Improvements.
- J. Dedication. Upon completion, inspection and approval of the Improvements that are within the jurisdiction of the City, the Developer will dedicate the applicable Improvements to the City, for its use, operation and maintenance. The City shall be under no obligation to accept the dedication or conveyance of any Improvements constructed pursuant to this Agreement until it has been inspected and approved to the satisfaction of the City Engineer. The City will not accept the dedication, ownership or maintenance responsibility of any Improvements that are within the corporate jurisdiction of Kansas City. Upon written notice of the inspection and approval of the City Engineer, the Developer agrees to convey all the Improvements to the City free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the opinion of the City Attorney, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar.

3. **Timing of Issuance of Certificates of Occupancy.** Temporary Certificates of Occupancy shall not be issued for the Development until the requirements set forth in **Exhibit C** have been satisfied with respect to each particular Improvement. Final Certificates of Occupancy for the Sports Complex and Village structures will not be issued until a Certificate of Final Acceptance has been issued for Improvements described in in **Exhibit C**.

- A. A Temporary Certificate of Occupancy will not be issued until either a Certificate of Substantial Completion or a Certificate of Final Acceptance has been issued for the Improvements applicable to the portion of the Development in which the building is located, as set forth in more detail in **Exhibit C**.
- B. A Final Certificate of Occupancy will not be issued until a Certificate of Final Acceptance has been issued for the Improvements applicable to the portion of the Development in which the building is located, as set forth in more detail in **Exhibit C**.

4. **Indemnification.**

- A. **General Indemnity.** The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, or omission of the Developer or its officers, agents, employees, or subcontractors, to the extent such loss or injury arises in connection with or on account of the Developer's work or in consequence of any negligence in connection with the same, or on account of any poor workmanship, or on account of any act of commission or omission of Developer of their agents or employees, or for any cause arising during the course of construction; provided, however, that the Developer need not save harmless the City from claims, demands, losses and expenses arising out or to the extent caused by the negligence of the City, its employees or agents. This indemnification obligation shall survive the termination or expiration of this Agreement.
- B. **No Limitations or Waiver.** The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for the Developer under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by the Developer. The City does not, and shall not, waive any rights against the Developer which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by the Developer, of any of the insurance policies described in this Agreement. In addition, the Parties agree that this

indemnification by the Developer shall not be limited by reason of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

- C. Notification of Claims. With respect to any claims which are subject to indemnity hereunder, the Developer shall immediately notify the City of any and all claims filed against the Developer or the Developer and the City jointly, and shall provide the City with a copy of the same. Such notice shall be given in the manner prescribed by **Section 27** of this Agreement.
- D. Use of Independent Contractors. The fact that the Developer carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, the Developer's duty of defense and indemnification under this section.

5. **Insurance.**

- A. General Provisions. Prior to commencing construction of the Improvements, the Developer shall file with the City evidence of liability insurance that is consistent with the requirements of the City's Design and Construction Manual and in the amounts set forth below.
- B. Limits and Coverage. Bodily Injury and Property Damage, Commercial General Liability Coverage – Occurrence Form unless otherwise agreed by the City:
 - (1) Commercial General Liability: Minimum \$3,000,000 each occurrence limit for bodily injury and property damage; \$3,000,000 policy aggregate; \$2,000,000 products and completed operations aggregate.
 - (2) Automobile Liability: Minimum \$3,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.
 - (3) Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption; employer's liability \$1,000,000 each occurrence.
 - (4) Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of \$3,000,000 each occurrence and aggregate; at least as broad as the underlying general liability, automobile liability and employer's liability.

The following endorsements shall attach to the policy:

- (1) The policy shall cover personal injury as well as bodily injury.
- (2) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's

standard endorsement as to bodily injuries, personal injuries and property damage.

- (3) Broad form property damage liability shall be afforded.
- (4) The City shall be listed as an additional insured.
- (5) Standard form of cross-liability shall be afforded.
- (6) The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.

The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,908,664 for all claims arising out of a single accident or occurrence.

- C. Use of Contractors and Subcontractors. The Developer shall not permit any contractor or subcontractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this Section and the City's Design and Construction Manual. Said insurance shall be maintained in full force and effect until the completion of construction of the Improvements, and issuance of a Certificate of Substantial Completion by the City or MoDOT, as appropriate.
- D. Workers' Compensation. The Developer shall ensure that all contractors or subcontractors performing work for the Developer obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, the Developer shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect the City from any and all claims arising out of occurrences during construction of the Improvements. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City as a result of the failure of either the Developer or any contractor or subcontractor of the Developer to obtain and maintain such insurance. The Developer further waives its rights to subrogation with respect to any claim against the City for injury arising out of performance under this Agreement. The Developer shall provide the City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Improvements.

6. **Bonds.** The Developer shall, or shall ensure that its contractors shall, provide for the following bonds for the Improvements and all other public infrastructure improvements that are constructed by the Developer and dedicated to the City.
- A. **Performance Bond.** Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Performance Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The Performance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City. The Parties agree that a performance bond shall not be required for the Interchange Improvements, the KCMO Improvements, the Internal Roads and the Parking Areas, as such terms are defined in **Exhibit C**, because TDD revenue bond proceeds are presently available for the completion of these Improvements.
- B. **Payment Bonds.** Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Payment Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful payment of the provisions, terms and conditions of the construction contract. The Payment Bond shall name the City, the Western Gateway TDD and the CID as additional obligees and copies of certificates of such bond shall be delivered to such parties.
- C. **Maintenance Bonds.** Prior to acceptance and dedication of the Improvements, the Developer shall, or shall ensure that its contractors shall, provide a Maintenance Bond in a form approved by the City Attorney, in an amount equal to fifty percent (50%) of the cost of the Improvements as approved by the City Engineer, which shall be in effect for a term of three (3) years from the date that the City issues a Certificate of Substantial Completion for such Improvements covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The Maintenance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
- D. **Indemnity for Failure to Provide Bonds.** The Developer shall indemnify the City and its officers and employees for any damage or loss incurred or sustained by the City, its officers or employees, as a result of the failure of the Developer or its contractors to provide the bonds set forth in this Section.
7. **Prevailing Wage.** To the extent required by law, the Developer, and all contractors and subcontractors performing work for or on behalf of the Developer with respect to the Improvements, shall pay wages in accordance with, and in all respects comply with, Missouri's Prevailing Wage Law (Sections 290.210 to 290.340, RSMo.) and all other laws relating to the payment of wages. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind

(including the City's reasonable attorney's fees) incurred or sustained by the City with regard to the failure of the Developer or any contractor or subcontractor to pay prevailing wages as required by law or this Agreement. When requested, the Developer shall submit sufficient information to the City's Director of Finance to allow Staff to verify that the Developer, and its contractors and subcontractors, have complied with prevailing wage laws and regulations.

8. **Remedies.** Each Party to this Agreement agrees that if it fails to perform when due any act required by this Agreement to be performed, then, in addition to whatever other remedies are available to the non-defaulting Parties hereto, the non-defaulting Party shall have the right to enforce specific performance of this Agreement against the defaulting Party, and such non-defaulting Party shall, to the extent permitted by law, be entitled to its reasonable costs, attorneys' fees and court costs in connection with such enforcement.
9. **Rights and Remedies Non-Exclusive.** No right or remedy conferred upon or reserved to any Party in this Agreement is intended to be exclusive of any rights or remedies, and each and every right and remedy shall be cumulative and shall be in addition to every right and remedy given now or hereafter existing at law or in equity.
10. **Non-Waiver.** No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
11. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of the State of Missouri.
12. **Venue.** In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, and the Parties expressly waive any rights to venue inconsistent therewith.
13. **City Requirements and Prior Approval.** The Developer agrees to comply with all Applicable Laws, including, but not limited to, the City's Unified Development Ordinance, the Design and Construction Manual, and all planning or infrastructure requirements related to the development of the Property. The Developer acknowledges and agrees that the City's review and approval of any Plans or Plats and the issuance of any such approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, licensees or any third Party, against damage or injury of any kind at any time. The Parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development.
14. **Recording and Binding Effect.** No building permits shall be issued for any structure in the development until this Agreement has been fully executed. The City shall file a copy of this Agreement or a memorandum of this Agreement in the office of the Recorder of Deeds for Jackson County, Missouri ("**Office**"). This Agreement shall run with the land and be binding on and inure to the benefit of the Parties and their respective legal

representatives, successors in interest, successors and assigns. Upon certification by the City Engineer of the completion of the Developer's obligations under this Agreement, Staff will execute, on behalf of the City, a document suitable for recording in the Office, in such form as is approved by the City Attorney that acknowledges the completion of the Developer's obligations under the Agreement.

15. **Time of Essence.** Time is of the essence with respect to the duties and obligations set forth herein.
16. **Estoppel Letter.** Upon request by Developer, the City shall prepare and deliver to Developer an estoppel letter confirming for the benefit of any purchaser or lender whether the Developer is or is not in default under this Agreement and verifying the status of Developer's performance of its obligations under this Agreement.
17. **Representations.** The Developer represents that it owns portions of the property described in **Exhibit A** on the date that this Agreement is executed, or has right to use those portions that are not owned by Developer pursuant to contracts with the City and the CID. Each Party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions; and (d) has not assigned or transferred any claim against the other Party that is the subject of this Agreement.
19. **No Waiver of Breach.** No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
20. **Rules of Construction.** Each Party to this Agreement has received independent legal advice from its attorneys of choice with respect to entering this Agreement and the advisability of agreeing to the provisions herein. Because each Party has had its respective legal counsel review the terms of this Agreement, the normal rules of construction to the effect that any ambiguities in its terms be resolved against the drafting Party shall not be employed with regard to issues of its validity, interpretation, performance or enforcement.
21. **Assignment.** The Agreement may not be assigned or transferred, in whole or part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other Party, which consent shall not be unreasonably withheld. The Developer shall request the assignment of the Agreement, with the consent of the City, to any person, firm, corporation, or entity to which any ownership interest in the Property is transferred after the date of execution of this Agreement.
22. **Scope of Agreement.** The Parties agree that this Agreement supersedes and replaces the original Development Agreement that was executed by the Parties on August 17, 2020. This Agreement and the acts provided for herein is the entire agreement between the Parties with respect to the engineering, design and construction of the Improvements, the terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and

signed by all Parties. The Parties acknowledge that other contracts have been executed which provide for the terms and conditions under which funding and ownership shall be handled for the Improvements.

23. **Exhibits.** All Exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.
24. **Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to modify, expand or limit the scope of any provision of the Agreement.
25. **Severability.** Any provision of this Agreement which is not enforceable according to law will be severed from this Agreement, and the remaining provisions shall be enforced to the fullest extent permitted by law. If any one or more of the terms, provisions or conditions of this Agreement shall be declared unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining terms, conditions and provisions contained herein shall in no way be affected, prejudiced, limited or impaired thereby.
26. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
27. **Notice.** Any notice required by this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:

City Manager
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

With a copy to:

City Attorney
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

Director of Development Services
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

Notices to Developer shall be addressed to:

Paragon Star, LLC

801 NW Commerce Drive
Lee's Summit, MO 64086
Attn. William H. Brown

With a copy to:

Christine Bushyhead
Bushyhead Law, LLC
315 SE Main Street
Lee's Summit, MO 64063

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the date first above written.

CITY OF LEE’S SUMMIT, MISSOURI

Stephen A. Arbo, *City Manager*

Attest:

Trisha Fowler Arcuri, *City Clerk*

Approved as to form:

David Bushek, *Chief Counsel of
Economic Development & Planning*

Notary for City of Lee's Summit

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of January, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen A. Arbo, the City Manager of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

PARAGON STAR, LLC

Philip P. Short, Manager

Notary for Paragon Star, LLC

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of January, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Philip P. Short, the Manager of Paragon Star, LLC, who is personally known to me to be the same person who executed the within instrument on behalf of Paragon Star, LLC, and such person duly acknowledged the execution of the same to be the act and deed of Paragon Star, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTIES

The “Property” as defined in this Agreement consists of the following:

All that part of the Northwest Quarter of Section 34, Township 48 North, Range 32 West, of the 5th P.M., and all of GRAHAM COMMERCIAL CENTER, a subdivision in the in the City of Lee's Summit, Jackson County, Missouri, being more particularly described as follows:

BEGINNING at the Northwest corner of said Northwest Quarter of Section 34; thence South 86°33'45" East, along the North line of said Northwest Quarter, a distance of 2611.91 feet, to a point on the Westerly Right-of-Way line of Union Pacific Railroad, as now established; thence South 18°46'13" West, departing said North line, along said Westerly Right-of-Way line, a distance of 76.95 feet, to a point of curvature; thence Southwesterly and Southeasterly, continuing along said Westerly Right-of-Way line, along a curve to the left, having a radius of 2508.01 feet, and a central angle of 28°06'45", a distance of 1230.57 feet, to a point of tangency; thence South 09°20'32" East, continuing along said Westerly Right-of-Way line, a distance of 30.31 feet, to a point on the South line of the North half of said Northwest Quarter; thence South 86°26'21" East, continuing along said Westerly Right-of-Way line, and along said South line of the North half of the Northwest Quarter, a distance of 16.41 feet; thence South 09°20'32" East, departing said South line of the North half of the Northwest Quarter, continuing along said Westerly Right-of-Way line, a distance of 354.98 feet, to a point on the East line of said Northwest Quarter; thence South 02°29'17" West, continuing along said Westerly Right-of-Way line, and along said East line of the Northwest Quarter, a distance of 468.48 feet, to a point on the North Right-of-Way line of Interstate 470, as now established; thence North 85°05'37" West, departing said Westerly Right-of-Way line, along said North Right-of-Way line of Interstate 470, a distance of 899.87 feet; thence North 75°10'03" West, continuing along said North Right-of-Way line, a distance of 203.04 feet; thence South 77°15'22" West, continuing along said North Right-of-Way line, a distance of 228.93 feet, to a point on the East line of the Southwest Quarter of said Northwest Quarter, said point also being the Southeast corner of said GRAHAM COMMERCIAL CENTER; thence continuing South 77°15'22" West, continuing along said North Right-of-Way line, and along the South line of said subdivision, a distance of 1.94 feet; thence South 88°33'58" West, continuing along said North Right-of-Way line, and along said South line of said subdivision, a distance of 181.11 feet; thence North 85°01'31" West, continuing along said North Right-of-Way line, and said South line of said subdivision, a distance of 100.18 feet; thence North 60°06'43" West, continuing along said North Right-of-Way line, and said South line of said subdivision, a distance of 165.44 feet; thence North 85°08'16" West, continuing along said North Right-of-Way line, and said South line of said subdivision, a distance of 199.96 feet; thence South 60°28'02" West, continuing along said North Right-of-Way line, and said South line of said subdivision, a distance of 97.23 feet; thence North 69°50'05" West, continuing along said North Right-of-Way line, and said South line of said subdivision, a distance of 342.03 feet, to the Southwest corner of said subdivision; thence North 30°28'52" West, continuing along said North Right-of-Way line, and along the West line of said subdivision, a distance of 87.88 feet; thence North 07°21'08" East, continuing along said North Right-of-Way line and it's transition to the East Right-of-Way line of View High Drive, as now established, and said West line of said subdivision, a distance of 106.53 feet; thence North 20°25'39" East, departing said West line of said subdivision, continuing along said East Right-of-Way line of View High Drive, a distance of 185.39 feet; thence North 45°30'34" West, continuing along said East Right-of-Way line, a distance of 129.40 feet; thence North 12°40'32" West, continuing along said East Right-of-Way line, a distance of 278.96 feet, to a point on said South line of the North half of the Northwest Quarter; thence North 86°26'21" West, continuing along said East Right-of-Way line, and along said South line of the North half of the Northwest Quarter, a distance of 130.00 feet, to the Southwest corner of said North half of the Northwest Quarter; thence North 02°25'47" East, along the West line of said Northwest Quarter, a distance of 1316.45 feet, to the POINT OF BEGINNING, containing 5,217,462.56 square feet or 119.78 acres, more or less.

The “Village Property” as defined in this Agreement consists of the following:

A Tract of land in the Northwest Quarter of Section 34, Township 48 South, Range 32 West, of the 5th/ P.M., in the City of Lee's Summit, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of said Northwest Quarter; thence South 86°26'21" East, along the South line of said Quarter-Quarter, a distance of 78.97 feet, to the POINT OF BEGINNING; thence North 03°33'19" East, departing said South line, a distance of 81.83 feet, to a point on a non-tangent curve; thence Northwest, along a curve to the right, whose initial tangent bearing is North 75°29'13" West, having a radius of 111.50 feet, and a central angle of 24°20'06", a distance of 47.36 feet; to a point of compound curvature; thence Northwesterly, along a curve to the right, having a radius of 84.00 feet, and a central angle of 16°00'54", a distance of 23.48 feet, to a point of reverse curvature; thence Northwesterly, along a curve to the left, having a radius of 106.00 feet, and a central angle of 07°58'31", a distance of 14.75 feet, to a point of reverse curvature; thence Northwesterly, along a curve to the right, having a radius of 84.00 feet, and a central angle of 12°03'20", a distance of 17.67 feet, to a point on a non-tangent line, said point also being a point on the West line of said Northwest Quarter; thence North 02°25'47" East, along said West line, a distance of 280.21 feet, to a point on a non-tangent curve; thence Northeasterly, departing said West line and along a curve to the right, whose initial tangent bearing is North 15°06'40" East, having a radius of 648.00 feet, and a central angle of 54°41'08" East, a distance of 618.48 feet, to a point of tangency; thence North 69°47'48" East, a distance of 235.03 feet, to a point of curvature; thence Northeasterly and Southeasterly, along a curve to the right, having a radius of 84.00 feet, and a central angle of 91°10'09", a distance of 133.66 feet, to a point of tangency; thence South 19°02'03" East, a distance of 13.19 feet, to a point of curvature; thence Southeasterly, along a curve to the left, having a radius of 616.00 feet, and a central angle of 18°21'00", a distance of 197.28 feet, to a point of compound curvature; thence Southeasterly, along a curve to the left, having a radius of 540.00 feet, and a central angle of 13°19'41", a distance of 125.61 feet, to a point of tangency; thence South 50°42'44" East, a distance of 438.70 feet, to a point of curvature; thence Southeasterly, along a curve to the right, having a radius of 370.00 feet, and a central angle of 21°49'29", a distance of 140.94 feet, to a point of compound curvature; thence Southeasterly, along a curve to the right, having a radius of 264.00 feet, and a central angle of 12°30'46", a distance of 57.67 feet, to a point compound curvature; thence Southeasterly and Southerly, along a curve to the right, having a radius of 368.00 feet, and a central angle of 13°59'23", a distance of 89.85 feet, to a point on a non-tangent line; thence South 01°25'13" East, a distance of 3.16 feet, to a point of curvature; thence Southerly and Southwesterly, along a curve to the right, having a radius of 49.00 feet, and a central angle of 31°51'42", a distance of 27.25 feet, to a point on a non-tangent line; thence South 30°27'25" West, a distance of 31.24 feet, to a point of curvature; thence Southwesterly and Southeasterly, along a curve to the left, having a radius of 71.00 feet, and a central angle of 118°13'12", a distance of 146.50 feet, to a point on a non-tangent line; thence South 03°33'39" West, a distance of 12.92 feet, to a point on said South line; thence North 86°26'21" West, along said South line, a distance of 1,357.83 feet, to the POINT OF BEGINNING, containing 967,175.04 square feet, or 22.20 acres, more or less.

And also:

TRACT 2

All of Lots 1, 2, 3 and 4, GRAHAM COMMERCIAL CENTER, a subdivision of land in the Southwest ¼ of the Northwest ¼ of Section 34, Township 48, Range 32, in Lee's Summit, Jackson County, Missouri.

EXHIBIT B

MAP OF THE PRELIMINARY DEVELOPMENT PLANS

[Attached]

BNIM

BRUNNEN BERKLEY NORTON INCORPORATED
 ARCHITECTS
 500 N. MICHIGAN AVENUE
 SUITE 3000
 ANN ARBOR, MI 48106-1505
 734.769.4000
 WWW.BNIM.COM

500 N. MICHIGAN AVENUE
PARAGON STAR

City of Ann Arbor, MI Parcel No. 1000202
 Preliminary Development Package
 Date: 11/10/2023
 Scale: 1" = 100'

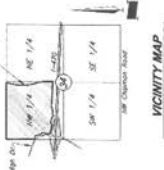
NO.	DESCRIPTION	DATE
1	PRELIMINARY DEVELOPMENT PACKAGE	11/10/2023

ANN ARBOR

City of Ann Arbor
 Planning Department
 300 N. ZEEB ROAD
 ANN ARBOR, MI 48106-1000
 734.769.6000
 WWW.ANNAORBORMI.GOV

G001

see map 02
 Project Location



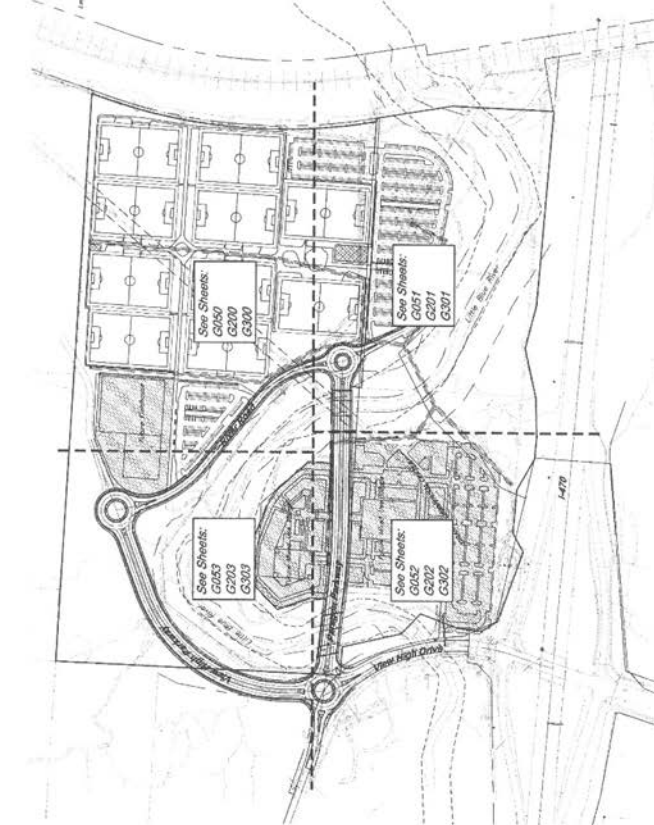
Preliminary Development Plan Boundary Description:

The parcel is bounded by the Northern Right-of-Way of Section 24, Township 42 North, Range 22 West, of the City of Ann Arbor, Michigan. The parcel is bounded by the Northern Right-of-Way of Section 24, Township 42 North, Range 22 West, of the City of Ann Arbor, Michigan. The parcel is bounded by the Northern Right-of-Way of Section 24, Township 42 North, Range 22 West, of the City of Ann Arbor, Michigan. The parcel is bounded by the Northern Right-of-Way of Section 24, Township 42 North, Range 22 West, of the City of Ann Arbor, Michigan. The parcel is bounded by the Northern Right-of-Way of Section 24, Township 42 North, Range 22 West, of the City of Ann Arbor, Michigan.

LEGEND

Proposed Building
 Proposed Driveway
 Proposed Parking

Prepared and Submitted By:
 BNM
 500 N. Michigan Avenue, Suite 3000
 Ann Arbor, MI 48106-1505
 734.769.4000
 WWW.BNIM.COM



PROPOSED IMPROVEMENTS

- 1. Propose to construct a new building with a total area of 111,800 sq. ft. to be used as a multi-family residential building.
- 2. Propose to construct a new building with a total area of 111,800 sq. ft. to be used as a multi-family residential building.
- 3. Propose to construct a new building with a total area of 111,800 sq. ft. to be used as a multi-family residential building.
- 4. Propose to construct a new building with a total area of 111,800 sq. ft. to be used as a multi-family residential building.
- 5. Propose to construct a new building with a total area of 111,800 sq. ft. to be used as a multi-family residential building.

NO.	DESCRIPTION	DATE
1	PRELIMINARY DEVELOPMENT PACKAGE	11/10/2023

EXHIBIT C

REQUIREMENTS FOR IMPROVEMENTS

The “**Improvements**” collectively consist of all of the defined public improvement items listed below in this Exhibit. All Improvements shall be designed, engineered, and constructed by or at the direction of the Developer in the manner set forth in this Agreement and as set forth in the conditions and requirements below.

1. **Interchange Improvements** – The “**Interchange Improvements**” collectively consist of reconstruction of the interchange of Interstate 470 and View High Drive to a four-lane diverging diamond configuration with traffic signal controlled cross-over/ramp intersections, and all associated signage, striping and appurtenant improvements as approved by MoDOT. The Interchange Improvements shall also include relocation and improvement of the Meers Road intersection with View High Drive, to the extent that such intersection relocation and improvement becomes part of the Interchange project as approved by MoDOT.

The “**Interchange Phase 1 Improvements**” means those improvements that are set forth in the attached **Exhibit D** document prepared by Developer’s engineering company, which references correction of the View High Drive Modifications so that the portions of View High Drive that were modified by the City of Kansas City are properly corrected and integrated with the design of the other Interchange Improvements. The Parties agree that the scope of the final Interchange Phase 1 Improvements shall be those improvements referenced in **Exhibit D** that are actually approved by MoDOT. The “**Interchange Phase 2 Improvements**” means all of the remaining Interchange Improvements that are not approved by MoDOT as part of the Interchange Phase 1 Improvements.

The Interchange Phase 1 Improvements shall be substantially complete prior to the issuance of any temporary or final certificates of occupancy for use of all Village Phase 1 development and the Sports Complex. The Interchange Phase 2 Improvements shall be substantially complete prior to the issuance of any temporary or final certificates of occupancy for use of all Village Phase 2 development. Written verification from MoDOT that the Interchange Phase 2 Improvements are substantially complete shall be submitted to the City prior to the issuance of any temporary or final certificates of occupancy for the Village Phase 2 structures.

2. **KCMO Improvements** – The “**KCMO Improvements**” consist of construction of the a portion of View High Parkway, including storm sewers, the Western Gateway TDD Road #4, including storm sewers, the water main extension along that portion of View Highway Parkway east to northeasterly along Western Gateway TDD Road #4, sanitary sewer extension for the Sports Complex, and a parking lot. No temporary or final certificates of occupancy for use of the athletic fields, all structures within the Sports Complex or all structures in Village Phase 1 and Village Phase 2 shall be issued by the City until a certificate of substantial completion has been issued by the appropriate governmental jurisdiction for the KCMO Improvements.

3. **Water Main** – The “**Water Main**” consists of the installation of approximately 6,000 linear feet of 12 inch public water main connecting to the water main along Chipman Road at a location to be established by agreement of the parties, continuing on an alignment running along or adjacent to Chipman Road, running through the property at 11904 Chipman Road and then underneath I-470 and through the area identified as the Village, to the View High Drive roundabout, then connecting to a Kansas City-owned and operated 8 inch public water main coming from the West to that location. An emergency interconnect shall be provided at the connection location of the Kansas City and City owned water mains. A twenty foot easement shall be granted for the Water Main, within which an access easement will be located to allow for maintenance. Said easement will be located from the water main connection on Chipman Road to the Village, excepting across the I-470 highway right-of-way boring. No temporary or final certificates of occupancy shall be issued by the City for use of the athletic fields, any structures within the Sports Complex, and any structures in Village Phase 1 and Village Phase 2 until a certificate of substantial completion has been issued for the Water Main.
4. **Internal Roads** – No temporary or final certificates of occupancy shall be issued for use of the athletic fields, any structures within the Sports Complex, and any structures in Village Phase 1 and Village Phase 2 until a certificate of substantial completion has been issued for all “**Internal Roads**” for the Development consisting of View High Parkway, Paragon Parkway, River Road, and the two bridges over the Little Blue River, and all associated curbs, gutters, storm drainage, signage, striping.
5. **View High Drive** – No temporary or final certificates of occupancy shall be issued for use of the athletic fields, any structures within the Sports Complex, and any structures in Village Phase 1 and Village Phase 2 until the improvements to View High Drive have been constructed in accordance with engineering plans for construction that are approved by the City and Kansas City.
6. **Parking Fields and Structures** – No temporary or final certificates of occupancy shall be issued by the City for use of the athletic fields and any structures within the Sports Complex, until a certificate of substantial completion has been issued for the Parking Fields which serve the Sports Complex. No temporary or final Certificates of occupancy shall be issued for structures in Village Phase 1 and Village Phase 2 until a certificate of substantial completion has been issued for the “**Parking Areas**” necessary to serve those structures as set forth in the approved Preliminary Development Plan. The substantial completion of the parking structure located north of Paragon Parkway is required prior to a temporary or final certificate of occupancy for the structures constructed in that portion of the Village.
7. **Pedestrian Trails** – The “**Pedestrian Trails**” consists of the Little Blue Trace Trail, the location of which will appear on an approved Final Development Plan. The Developer will work on a mutually agreeable Memorandum of Agreement (“**MOA**”) that will provide necessary easements for the Paragon Star LLC as well as the Jackson County Parks + Rec. The MOA will be inclusive of an easement that provides a route for the construction of a segment of the Little Blue Trace Trail to begin at a location at the general area of the intersection of the Rock Island Trail and the Little Blue River and end at View High Drive. The trail will be funded, constructed and maintained by Jackson County Parks + Rec

according to their schedule. The timing of the construction of the Pedestrian Trail will not impact the issuance of any temporary or final certificates of occupancy for use of the athletic fields, all structures within the Sports Complex, and all structures in Village Phase 1 and Village Phase 2.

- 8. Sanitary Sewer Improvements** – The Sanitary Sewer Improvements consist of the construction of a connection the existing 78-inch sewer main that is owned and operated by the Little Blue Valley Sewer District (“**LBVSD**”), along with the construction of a new sewer metering station in accordance with the requirements of the LBVSD, in order to provide sewer service to that portion of the Development that is located south of the Little Blue River. Developer shall cause the payment all annual costs associated with all ongoing metering expenses for the connection to LBVSD.

EXHIBIT D

ENGINEERING REPORT FOR PHASED INTERCHANGE IMPROVEMENTS

[See Attached]

DESIGN MEMORANDUM

To: Mr. Flip Short & Mr. Bill Brown (Paragon Star, LLC)
From: David J. Mennenga, P.E., PTOE
Date: November 30, 2020
Subject: Paragon Star Development – Interim Improvement Recommendations
Initial Interchange Improvements at I-470 & View High Drive

As requested, GBA’s traffic engineers have prepared this design memorandum to determine a set of recommended “interim” improvements along the View High Drive corridor and at its existing interchange with Interstate 470 that will allow the initial development of the soccer complex and several commercial / office buildings to occur on the proposed Paragon Star site located in Lee’s Summit, Missouri. To prepare these “interim” improvement recommendations, we have reviewed our previous trip generation estimates for the proposed development from its conceptual land use plan described in the 2016 Traffic Impact Study (TIS), through the 2019 TIS Addendum submitted in support of the refined / reduced overall land use program, to these initial phases of construction that are still desired by the development team to occur within the 2021 to 2022 timeframe.

We understand that the Paragon Star development team is still fully supportive of the previously recommended conversion of the existing I-470 / View High Drive interchange into a proposed Diverging Diamond (DDI) configuration to ultimately serve the combined traffic from existing roadway users, additional development within Lee’s Summit and along the View High Drive corridor, and the full development of the Paragon Star site itself.

However, recent events have complicated the DDI interchange design process and these changes have had a detrimental impact upon planned construction activities, and consequently the opening date of Paragon Star. The events in question involve the asphalt overlay and restriping of the View High Drive corridor by the City of Kansas City that resulted in a reduction of the previous four-lane, median-divided roadway configuration into a two-lane facility with on-road, buffered bicycle lanes to the south of the existing Meers Road intersection. The following sections of this design memorandum describe our review of the expected traffic impacts from the initial development phase on the Paragon Star site, as well as our recommended “interim” improvements to serve its operational and safety needs.

Land Use Program Comparison

Between the original TIS report submitted in 2016 and the revised land use program described in the 2019 TIS addendum, the overall density levels were generally reduced. Due to the availability of more definition on the anticipated land usage in 2019, the original office component of the site was also delineated between the “general office” and “medical office” uses at that time, due to their different trip production characteristics. The approved 2019 land use program also included 10 soccer fields instead of the 14 fields originally planned in 2016. It should be noted that our previous traffic studies have always assumed that at least half of these fields could accommodate two games simultaneously (i.e., for younger players). Therefore, the approved overall number of “effective” fields within the soccer complex would accommodate 15 simultaneous games for trip generation purposes.

Based on our recent discussions with the Paragon Star development team, we understand the desire to fully open the soccer complex component of the site in August 2021. In addition, two other buildings within the development are also planned to open in the Spring 2022 season. One of these buildings will be located within the mixed-use internal “village” area and will accommodate approximately 35,000-square feet (s.f.) of restaurant / retail uses on its first floor, with an additional 30,000 s.f. of general office space on the second floor. The programmed 60,000 s.f. medical / dental office building component of the site is also anticipated to be part of this initial development phase.

Trip Generation Comparison

The attached **Table 1** depicts the trip generation levels for both the conceptually planned Phase 1 and Full Build conditions within the Paragon Star development, as reported in the original Traffic Impact Study submitted in 2016. As indicated on this table, the trip generation estimates prepared at the time of that report were based upon the data provided by the Institute of Transportation Engineers (ITE) in the 9th edition of their “Trip Generation Manual.” The ITE data then went through a significant revision update before the TIS addendum report was submitted in 2019. Therefore, the attached **Table 2** depicts the significantly reduced trip generation levels for the approved Paragon Star land use program, based on the current 10th edition of this reference manual.

Table 3 has now been prepared to represent the anticipated trip generation levels associated with the proposed initial phase of development on the Paragon Star site in 2021 and 2022. In general, the soccer complex and the two initially proposed buildings will be expected to generate approximately 50 to 60 percent of the previously analyzed Phase 1 development traffic volumes during an average weekday and for the overall trip generations during the morning and evening peak periods. Similarly, the initial phase of development will be expected to generate between 60 and 70 percent of the prior Phase 1 weekend

trip generation levels, because so much of the Saturday peak hour traffic is dependent upon the activities at the soccer complex which will be anticipated to open in August 2021.

Proposed Access Plans

In general, the overall access plan for the Paragon Star development remains the same as described within the previously submitted traffic studies. It is expected that approximately 90 percent of the development-related traffic will still pass through the I-470 / View High Drive interchange area. The primary access into the development site will be at a proposed multi-lane roundabout onto View High Drive at Paragon Parkway. A secondary right-in, right-out (RIRO) driveway is still anticipated from View High Drive just north of the interchange to provide direct access into the southern portion of the internal “village” area. From the primary multi-lane roundabout, View High Parkway will be constructed to the northeast as a four-lane divided roadway, and another multi-lane roundabout located about one-quarter mile away from the Paragon Parkway roundabout will provide the most direct access to the soccer complex portion of the development. All these proposed roadway improvements have (or will soon have) the applicable approvals and permits from the cities of Lee’s Summit and Kansas City to allow their construction within the very near future.

Previous Capacity Analyses

The attached **Figures 19 through 21** from the original TIS report submitted in 2016 depict the results of our completed intersection capacity analyses for a traffic volume scenario that included existing (2015) traffic volumes through the study intersections, traffic from other anticipated developments within Lee’s Summit that were already approved at that time, and site-generated volumes from the conceptual Phase 1 of the Paragon Star development. Therefore, the Level of Service (LOS) results depicted on these figures would clearly be considered very conservative in nature, especially given the trip generation comparison provided in **Table 3**. The currently planned initial phase of Paragon Star development would generate at least 40 to 50 percent fewer trips into / from the site during the average weekday, and 30 to 40 percent fewer trips on a given Saturday. Additionally, it is quite possible that at least some of the previously considered traffic volumes from other approved developments within Lee’s Summit have not materialized in the interim and may still not do so prior to 2022.

When the LOS analyses were completed for the “existing plus approved plus Phase 1” traffic volume scenario represented on these figures, it was recognized that the currently unsignalized, standard diamond interchange configuration could not adequately serve the anticipated traffic loads or address several existing operational deficiencies. Therefore, as shown on the figures, it was determined that the addition of traffic signalization at both interchange ramp terminals would be required. Although no

geometric lane additions were indicated to be required, it was also necessary to reconfigure the lane usage on View High Drive between the ramps under the I-470 bridges. In particular, northbound dual left-turn lanes are needed to carry this predominant traffic movement through the interchange during the morning peak hour, which creates several other operational concerns. Similarly, additional throughput capacity would be beneficial in the southbound direction on View High Drive under the bridges as well.

With the addition of traffic signalization at the interchange ramp terminals and only minor reconfiguration of the existing traffic lanes, the previously completed intersection capacity analyses indicated that overall LOS “B” to LOS “D” traffic operations could be achieved at these intersections. Although several LOS “E” and LOS “F” traffic movements were originally indicated during the various critical peak hour conditions, it is much less likely that these types of operational concerns would be manifested with the significantly reduced trip generation levels now associated with the proposed initial phase of Paragon Star development.

Interim Improvement Recommendations

The addition of “temporary” traffic signals and minor reconfiguration of the existing traffic lanes on View High Drive between the ramp terminals should be strongly considered by the Paragon Star development team as a means of improving the current traffic operations within the I-470 / View High Drive standard diamond interchange and providing the reserve capacity to also serve the traffic associated with the initial development phase on the site. When construction of the ultimate DDI configuration eventually occurs, these “temporary” traffic signals can also be utilized to further improve the traffic operations while traffic is maintained on a reduced number of lanes through the interchange area.

We also have some operational and safety concerns regarding the impact of the recent KCMO bicycle lane restriping project upon the interchange area traffic operations, and we presume that MoDOT staff and the FHWA will as well. Specifically, we believe the current “capture” southbound right-turn lane transition at the existing Meers Road intersection will have a significant detrimental effect on the operations of the existing dual right-turn lanes on the eastbound I-470 off-ramp. The short downstream two-lane receiving roadway will likely affect drivers’ lane choice and distribution on the eastbound off-ramp, which may create either traffic back-ups onto the eastbound I-470 mainline and/or create difficult, unsafe downstream weaving maneuvers on southbound View High Drive. We also believe that MoDOT and FHWA may require revised capacity analyses and/or that the previously received approval of the Traffic Safety & Operations (TS&O) Report may be in jeopardy unless this issue is resolved to their satisfaction. Further, we feel that there may need to be additional discussions with MoDOT and the

respective cities regarding the safety or need to provide on-road bicycle lanes with the current 40-mph speed limit on View High Drive and when an adjacent shared-use path is already provided.

To mitigate this potential operational and safety issue, we would recommend that the segment of View High Drive south of the interchange be reverted to its original four-lane, median-divided configuration that was present before the recent KCMO restriping project. Although the DDI interchange modification project is planned to relocate the existing Meers Road intersection serving the Heartland Nursery & Garden Center several hundred feet farther to the south, we still do not believe the proposed intersection location will mitigate these operational and safety concerns. Therefore, we would recommend that this situation be resolved with one of the two following methods:

1. The southbound “capture” right-turn lane terminating into the existing Meers Road intersection should instead be relocated much farther up the hill to the Old View High Drive intersection. It should be noted that GBA’s traffic engineers are already aware that the current KCMO bicycle lane markings on View High Drive will need to be obliterated during the required traffic control phasing for the eventual construction of the DDI interchange. Within the Old View High Drive intersection, median cross-overs will be provided to move head-to-head traffic from one side of the raised median to the other during various phases of interchange construction. As a result, some impacts to the existing KCMO bicycle lane markings may be required even farther south of this location to very near the Chipman Road intersection.
2. Alternatively, depending upon the outcome of any discussions between MoDOT, FHWA, and the respective cities regarding safety considerations related to the on-road bicycle lanes, it may also be possible to restripe View High Drive to provide two narrowed-width travel lanes and a marked bicycle lane (that will no longer be buffered from vehicular traffic) in each direction along the View High Drive corridor. This would also return the roadway to its original traffic-carrying capacity.

Either of these bicycle lane mitigation methods can still be incorporated into the DDI interchange modification plans currently being prepared by GBA. Coupled with the addition of “temporary” traffic signals within the interchange area, we are confident that the existing street network and study intersections can adequately serve the anticipated traffic volumes from the initial phase of Paragon Star development and allow its construction prior to the opening of the ultimate DDI interchange configuration.

Table 1 #

Previously Reported on 7/11/2016

**Trip Generation Summary
Institute of Transportation Engineers (9th Edition)**

**Paragon Star Development
Lee's Summit, MO**

LAND USE CODE	LAND USE	FLOOR AREA Sq. Ft.	MISC. Quantity	Unit	WEEKDAY ADT (VPD)	A.M. PEAK HOUR (VPH)		P.M. PEAK HOUR (VPH)		WEEKEND ADT (VPD)	SAT PEAK HOUR (VPH)	
						IN	OUT	IN	OUT		IN	OUT
PHASE 1												
310	Hotel		120	Room	701	38	26	37	35	860	49	38
820	Shopping Center	80,000			5,875	84	52	248	268	8,028	393	363
710	General Office Building	90,000			1,212	155	21	30	149	215	21	18
220	Apartment		220	Unit	1,457	22	89	90	49	1,471	55	55
488	Soccer Complex		15	Fields	1,070	10	7	178	88	5,000*	230	249
495	Recreational Community Center	20,000			677	27	14	27	28	182	12	10
PHASE 1 TOTALS:					10,992	336	209	610	617	15,756	760	733
FULL SITE												
310	Hotel		240	Room	1,775	75	52	73	71	2,015	95	75
820	Shopping Center	130,000			8,054	113	70	343	371	10,901	539	498
710	General Office Building	140,000			1,696	220	30	40	195	316	33	28
220	Apartment		440	Unit	2,790	44	175	169	91	3,198	100	100
488	Soccer Complex		21	Fields	1,498	13	10	249	123	7000*	337	365
495	Recreational Community Center	20,000			677	27	14	27	28	182	12	10
495	Recreational Community Center	120,000			4,059	162	84	161	168	1,092	69	59
FULL SITE TOTALS:					20,549	654	435	1,062	1,047	24,704	1,185	1,135

*Estimated based upon peak hour representing 10% of daily ADT

Table 2 #

Previously Reported on 2/13/2019

**Trip Generation Summary
Institute of Transportation Engineers (10th Edition)**

**Paragon Star Development
Lee's Summit, MO**

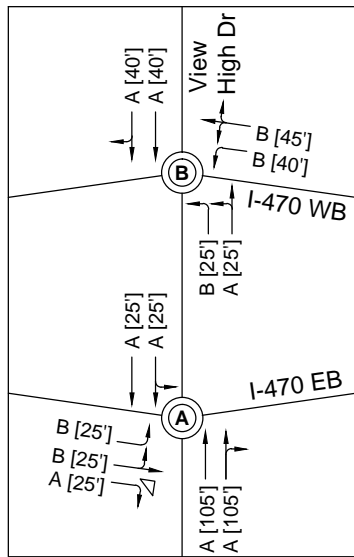
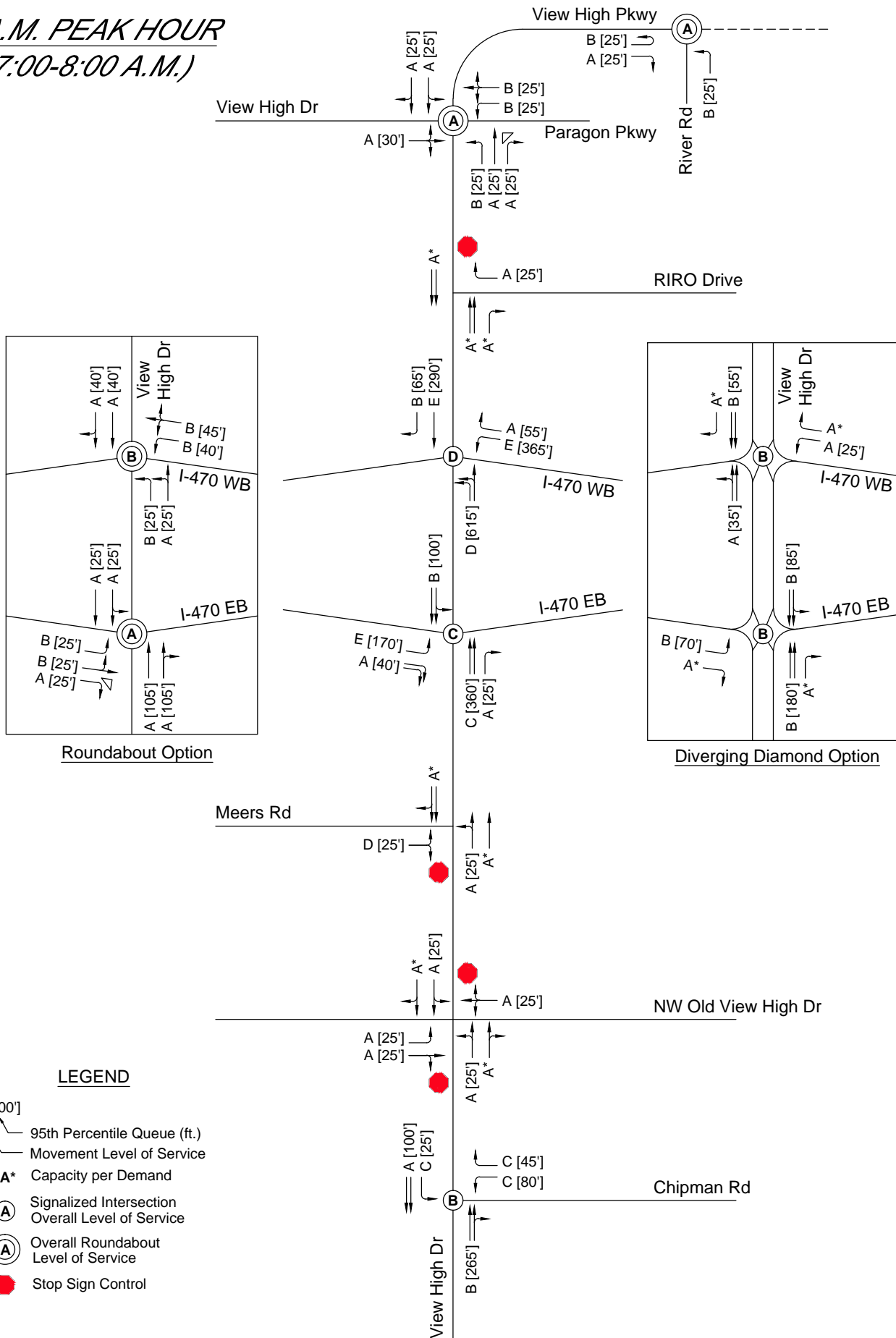
LAND USE CODE	LAND USE	Quantity	Unit	WEEKDAY ADT (VPD)	A.M. PEAK HOUR (VPH)		P.M. PEAK HOUR (VPH)		WEEKEND ADT (VPD)	SAT PEAK HOUR (VPH)	
					IN	OUT	IN	OUT		IN	OUT
310	Hotel	232	Rooms	2,193	65	45	75	73	1,938	92	72
820	Shopping Center	90,000	Sq. Ft. GFA	5,597	122	75	241	261	8,349	296	273
710	General Office Building	35,000	Sq. Ft. GFA	384	51	8	7	35	78	10	9
720	Medical / Dental Office	60,000	Sq. Ft. GFA	2,218	111	31	58	148	515	140	106
220	Multifamily Housing (Low-Rise)	410	Units	3,059	42	140	131	77	5,223	205	205
488	Soccer Complex	15	Fields	1,070	9	6	161	83	6,074	267	289
495	Recreational Community Center	20,000	Sq. Ft. GFA	576	51	26	34	38	182	12	10
TOTALS:				15,097	451	331	707	715	22,359	1,022	964
Previous 2016 Traffic Study Report (Table 1)				20,549	654	435	1,062	1,047	24,704	1,185	1,135
NET TRIP GENERATION DECREASE				-5,452	-203	-104	-355	-332	-2,345	-163	-171

Table 3
Trip Generation Summary
Institute of Transportation Engineers (10th Edition)

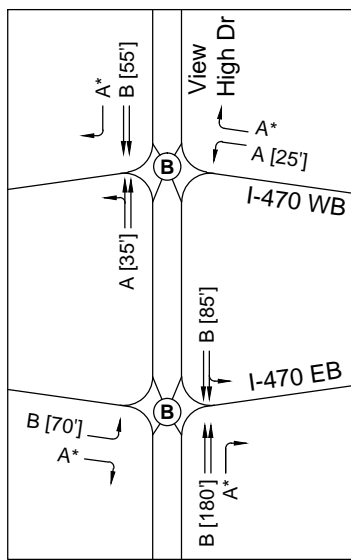
Paragon Star Development
Lee's Summit, MO

LAND USE CODE	LAND USE	Quantity	Unit	WEEKDAY ADT (VPD)	A.M. PEAK HOUR (VPH)		P.M. PEAK HOUR (VPH)		WEEKEND ADT (VPD)	SAT PEAK HOUR (VPH)	
					IN	OUT	IN	OUT		IN	OUT
Initial Development Program (2021-2022)											
820	Shopping Center <i>(38.9% of total)</i>	35,000	Sq. Ft. GFA	2,177	47	29	94	102	3,247	115	106
710	General Office Building <i>(85.7% of total)</i>	30,000	Sq. Ft. GFA	329	44	7	6	30	67	9	8
720	Medical / Dental Office <i>(100.0% of total)</i>	60,000	Sq. Ft. GFA	2,218	111	31	58	148	515	140	106
488	Soccer Complex <i>(100.0% of total)</i>	15	Fields	1,070	9	6	161	83	6,074	267	289
TRIP GENERATION TOTALS:				5,794	211	73	319	363	9,903	531	509
<i>Percentage of Previous PHASE 1</i>				<i>52.7%</i>	<i>62.8%</i>	<i>34.9%</i>	<i>52.3%</i>	<i>58.8%</i>	<i>62.9%</i>	<i>69.9%</i>	<i>69.4%</i>
Previous PHASE 1 from 2016 TIS (Table 1)				10,992	336	209	610	617	15,756	760	733
NET TRIP GENERATION DECREASE				-5,198	-125	-136	-291	-254	-5,853	-229	-224
<i>Percent Reduction from PHASE 1</i>				<i>-47.3%</i>	<i>-37.2%</i>	<i>-65.1%</i>	<i>-47.7%</i>	<i>-41.2%</i>	<i>-37.1%</i>	<i>-30.1%</i>	<i>-30.6%</i>

A.M. PEAK HOUR
(7:00-8:00 A.M.)



Roundabout Option

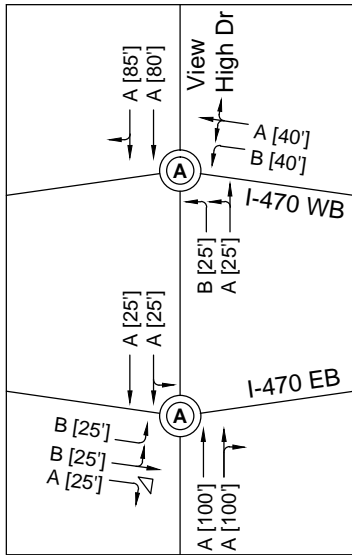
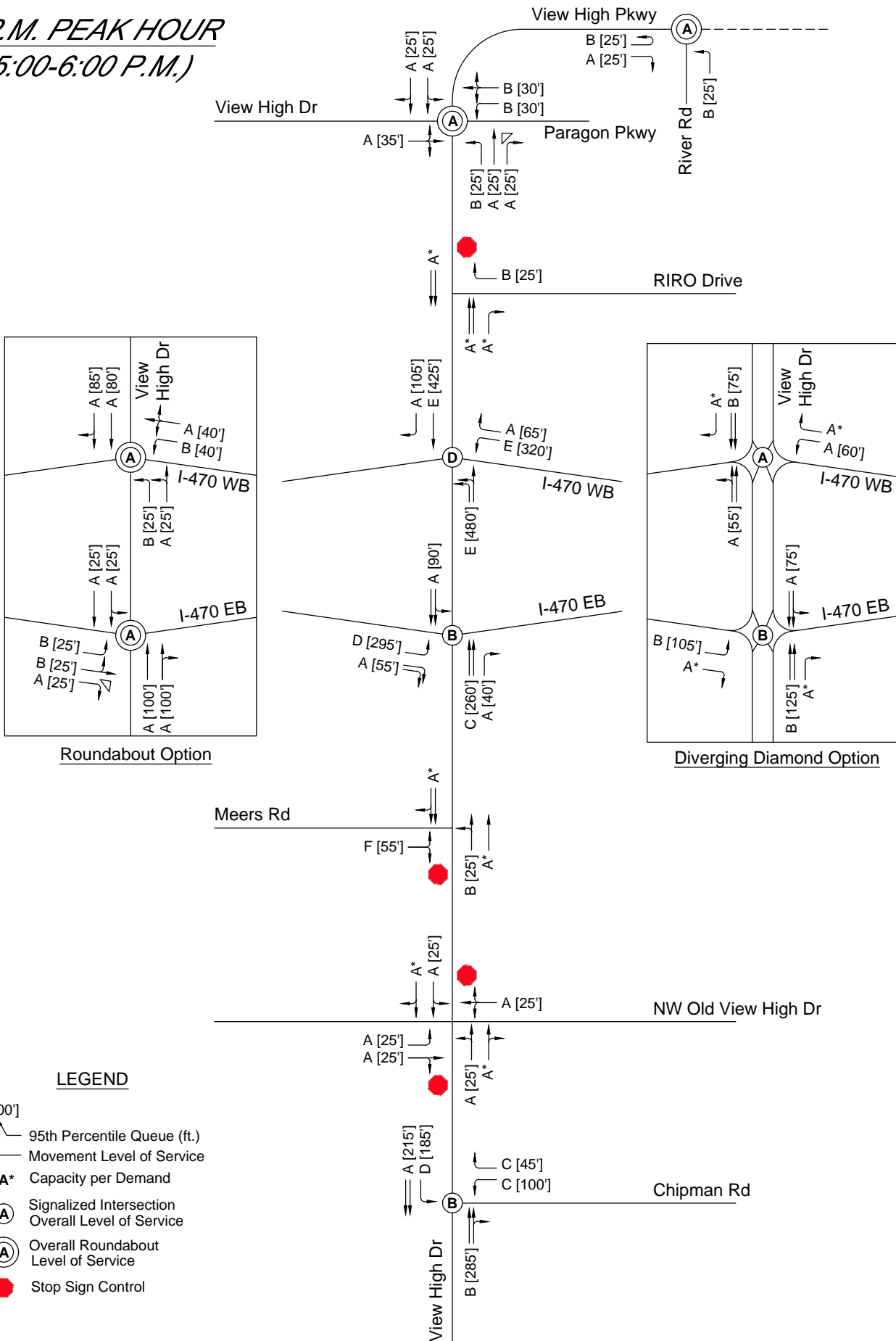


Diverging Diamond Option

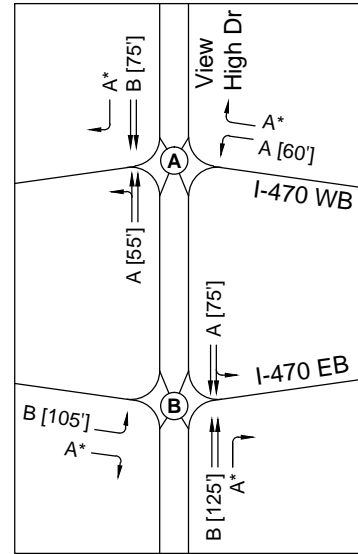
LEGEND

- A [200'] 95th Percentile Queue (ft.)
- Movement Level of Service
- A* Capacity per Demand
- (A) Signalized Intersection Overall Level of Service
- (A) Overall Roundabout Level of Service
- Stop Sign Control

P.M. PEAK HOUR
(5:00-6:00 P.M.)



Roundabout Option

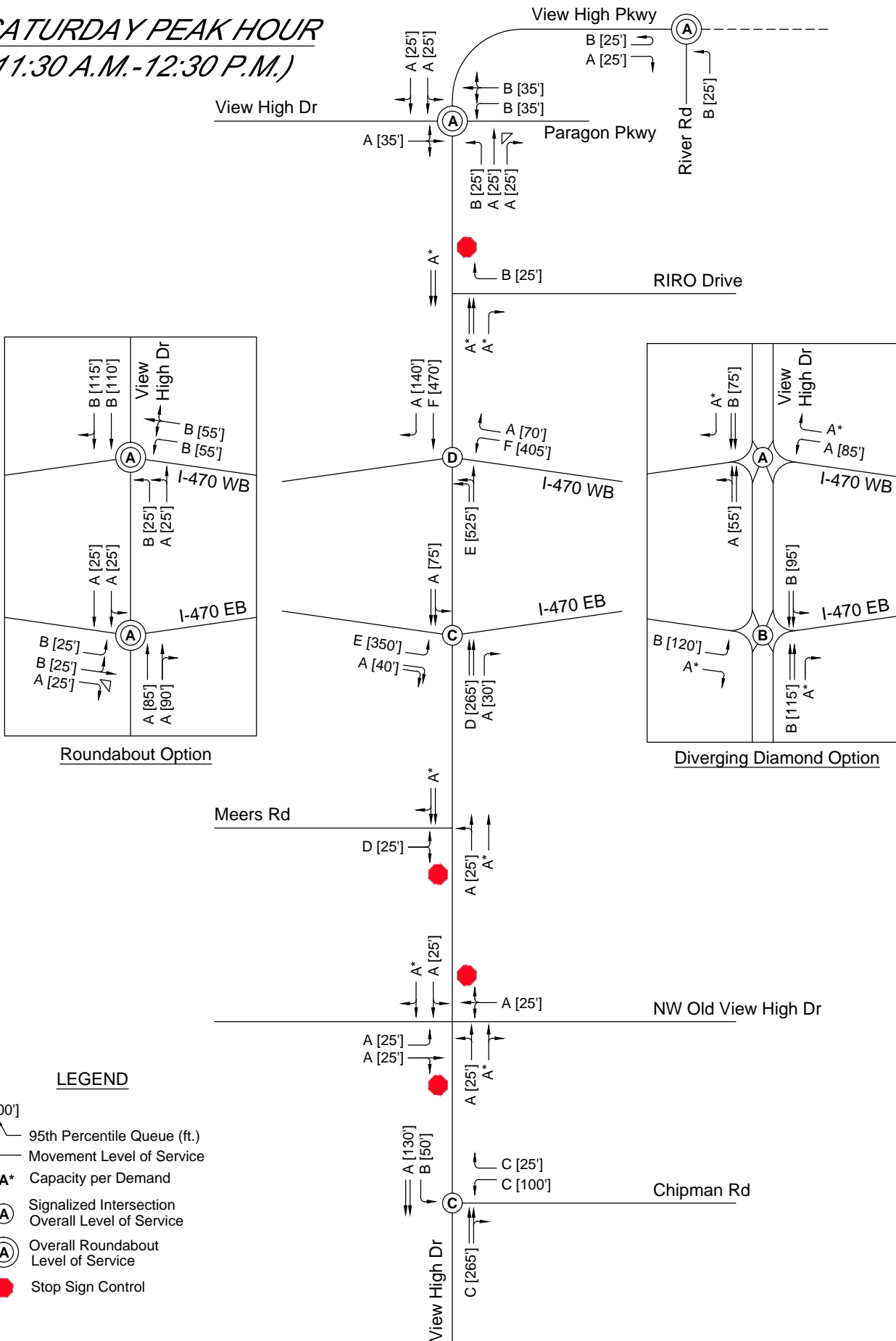


Diverging Diamond Option

LEGEND

- A [200] 95th Percentile Queue (ft.)
- Movement Level of Service
- A* Capacity per Demand
- (A) Signalized Intersection Overall Level of Service
- (A) Overall Roundabout Level of Service
- Stop Sign Control

SATURDAY PEAK HOUR
(11:30 A.M.-12:30 P.M.)



LEGEND

- A [200'] 95th Percentile Queue (ft.)
- Movement Level of Service
- A* Capacity per Demand
- (A) Signalized Intersection Overall Level of Service
- (A) Overall Roundabout Level of Service
- Stop Sign Control