

NORTH AND EAST PROPERTY REAL ESTATE SALE AGREEMENT

THIS NORTH AND EAST PROPERTY REAL ESTATE SALE AGREEMENT (this “**Agreement**”), dated as of _____, 202__ (the “**Effective Date**”), is made between:

AT&T: **SOUTHWESTERN BELL TELEPHONE COMPANY**
215 SE Green Street
Lee’s Summit, Missouri 64063

City: **CITY OF LEE’S SUMMIT MISSOURI**
a charter city and political subdivision of the State of Missouri
220 SE Green Street
Lee’s Summit, Missouri 64063

1. Property.

(A) AT&T agrees to sell to City that certain real property consisting of the north and east areas of the property known as “AT&T Central Office Building”, located at 202 SE Third Street as legally described and illustrated in **Exhibit A** which is attached hereto and incorporated herein by reference, and all rights and appurtenances belonging or in any way pertaining thereto (collectively, the “**North and East Property**”) and City agrees to buy the North and East Property from AT&T, for the consideration and upon the terms and conditions set forth in this Agreement. To the maximum extent permitted by applicable law and except for AT&T’s express representations and warranties in this Agreement and the warranties of title in the deed delivered at the Closing (“**AT&T’s Warranties**”), this sale is made and will be made without representation, covenant, or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law, statutory) by AT&T.

(B) AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, CITY AGREES TO ACCEPT THE PROPERTY ON AN “AS IS” AND “WHERE IS” BASIS, WITH ALL FAULTS AND ANY AND ALL LATENT AND PATENT DEFECTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, ALL OF WHICH AT&T HEREBY DISCLAIMS, EXCEPT FOR AT&T’S WARRANTIES. EXCEPT FOR AT&T’S WARRANTIES, NO WARRANTY OR REPRESENTATION IS MADE BY AT&T AS TO (A) FITNESS FOR ANY PARTICULAR PURPOSE, (B) MERCHANTABILITY, (C) DESIGN, (D) QUALITY, (E) CONDITION, (F) OPERATION OR INCOME, (G) COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, (H) ABSENCE OF DEFECTS, (I) ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, WASTE MATERIALS OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY, (J) ABSENCE OF FAULTS, (K) FLOODING, OR (L) COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, ZONING, AND THE ENVIRONMENT. CITY AGREES THAT CITY HAS ENTERED INTO THIS AGREEMENT WITH THE AGREEMENT TO MAKE AND RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL,

ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT CITY IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY AT&T OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON AT&T'S BEHALF CONCERNING THE PROPERTY, EXCEPT FOR AT&T'S WARRANTIES.

(C) CONSISTENT WITH THE FOREGOING AND SUBJECT SOLELY TO THE AT&T'S WARRANTIES, EFFECTIVE AS OF THE CLOSING DATE, CITY, FOR ITSELF AND ITS AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNS, HEREBY RELEASES, COVENANTS NOT TO SUE, AND FOREVER DISCHARGES AT&T, AT&T INC., AT&T SERVICES, INC. AND AT&T INC.'S AGENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL RIGHTS, LOSSES, LIABILITIES, DAMAGES, COSTS, CLAIMS AND DEMANDS AT LAW OR IN EQUITY, WHETHER KNOWN OR UNKNOWN OR FORESEEN OR UNFORESEEN AT THE TIME OF THIS AGREEMENT, WHICH CITY HAS OR MAY HAVE IN THE FUTURE, ARISING OUT OF THE PHYSICAL, ENVIRONMENTAL (INCLUDING THOSE RELATED TO THE PRESENCE OF HAZARDOUS OR TOXIC SUBSTANCES OR WASTE MATERIALS), ECONOMIC OR LEGAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS IN TORT OR AGREEMENT AND ANY CLAIM FOR INDEMNIFICATION OR CONTRIBUTION ARISING UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (42 U.S.C. SECTION 9601, ET SEQ.) OR ANY SIMILAR FEDERAL, STATE OR LOCAL STATUTE, RULE OR REGULATION. THE PROVISIONS OF THIS SECTION 1 INCLUDE A RELEASE OF THE RELEASEES FOR THEIR OWN NEGLIGENCE OR STRICT LIABILITY. CITY, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED AT&T AND ALL OTHER RELEASEES FROM AND AGAINST ANY AND ALL MATTERS AFFECTING THE PROPERTY, OR ANY PARTICULAR PORTION THEREOF, AS OF THE CLOSING.

(D) The provisions of this Section 1 shall survive indefinitely any closing or termination of this Agreement and shall not be merged into the closing documents.

B. The North and East Property shall be transferred by a metes and bounds legal description using the legal description as set forth in **Exhibit A**. The City intends to plat the West Lot and the North and East Property after the Closing, along with the remaining AT&T property which contains the AT&T Central Office Building and the adjacent cell tower (the "**Remaining AT&T Property**"). AT&T hereby provides permission to the City to prepare and file with the City's Development Services Department an application to process the preliminary and final plat which includes the Remaining AT&T Property. The plat shall include a permanent access easement on the City parcel adjacent to the Replacement Parking Spaces (as defined below), running for the benefit of the Remaining AT&T Property, so that vehicular access is provided from the drive aisles on such lot to the Replacement Parking Spaces. The City shall provide AT&T with a draft of the preliminary and final plat as such documents are prepared, and the City shall

keep AT&T informed about the steps in the platting process as they occur in accordance with the City's Unified Development Ordinance as set forth in Chapter 33 of the City's Code of Ordinances.

2. Revisions to the West Lot Real Estate Agreement. The Parties entered into a Real Estate Sales Agreement regarding the property defined as the West Lot on June 7, 2023 (the "**West Lot Agreement**"). The Closing pursuant to the West Lot Agreement occurred on August 4, 2023, and certain provisions of the West Lot Agreement survived the Closing as defined in the West Lot Agreement. The Parties hereby agree that certain provisions of the West Lot Agreement which survived such closing shall be revised as set forth in this section. Words and terms defined in the West Lot Agreement shall have the same meanings in this Agreement. Provisions that survived the Closing pursuant to the West Lot Agreement dealing with the Zoning Actions, Access Improvements (except as specially set forth below), the Preliminary Development Plan, the Final Development Plan, and the Utility Relocation, each as defined in the West Lot Agreement. shall remain unmodified and in full force and effect.

(A) **Replacement Parking Spaces.** The following shall supersede all provisions of the West Lot Agreement pertaining to the Replacement Parking Spaces:

(1) The City shall construct nine (9) accessible parking spaces for the exclusive use of AT&T (the "**Replacement Parking Spaces**") at the location shown on the attached **Exhibit B** as the Replacement Parking Spaces, which is on the Remaining AT&T Property. The Replacement Parking Spaces shall be constructed by the City as part of the Downtown Market Plaza Project and are expected to become available in 2024 for usage, on a date to be determined by the City. The provisions of this Agreement governing the design, construction, payment, placement, relocation of and access to the Replacement Parking Spaces shall survive the closing of the real estate transaction for the West Lot and shall remain in effect until such requirements are completed, unless such requirements are voluntarily waived in writing by AT&T or its successors and assigns or modified in writing by both parties to this Agreement. Design and construction of the Replacement Parking Spaces shall be paid by the City.

Reasonably adequate ingress and egress to all Replacement Parking Spaces shall be provided by the City at all times after such spaces are made available in accordance with this Agreement through the access easement on the plat as discussed in Section 1.B of this Agreement.

(2) The parties agree that the "License Agreement for West Lot" which was executed on August 8, 2023 shall remain primarily in full force and effect according to its terms, provided however, at the Closing the parties agree to enter into the First Amendment to License Agreement for the West Lot as set forth on **Exhibit C**. Reasonable, adequate ingress and egress to all Replacement Parking Spaces shall be provided by the City at all times on and after the date that such spaces are made available to AT&T in accordance with the License Agreement for Replacement Parking Spaces.

(B) **Northern Access Improvements.** The Northern Access Improvements shall become null and void upon the Closing for the North and East Property pursuant to this Agreement.

(C) **Southern Access Improvements.** The Southern Access Improvements shall become null and void upon the Closing for the North and East Property pursuant to this Agreement.

(D) **Utility Relocation.** The Utility Relocation as described in the West Lot Agreement shall remain unchanged and shall be in full force and effect.

(E) **Public Drive on the West Side of the Central Office Building.** Public Drive on the West Side of the AT&T Central Office Building as described in the West Lot Agreement shall remain unchanged and shall be in full force and effect.

(F) **License Agreements.** For the purpose of itemizing together the several license agreements required by this Agreement, they are:

(1) First Amendment to License Agreement as set forth in **Exhibit C** for the West Lot as set forth in Section 2(A)(2) which shall be executed at Closing for the purpose of providing a continuation of the current license arrangement for the West Lot until its termination when the Replacement Parking Spaces are completed.

(2) East Lot License Agreement as set forth in **Exhibit D** for the East Lot as set forth in Section 6(C) which shall be executed at Closing for the purpose of providing AT&T with continued use of the East Lot until the field service operations are relocate from the Remaining AT&T Property to another location selected by AT&T.

3. **Exceptions.** Transfer of the North and East Property to the City shall be subject to only the Permitted Exceptions (as defined below).

4. **Consideration for the North and East Property.**

(A) The consideration for transfer of the North and East Property shall be (i) Public Drive on the West Side of the Central Office Building, (ii) the execution of the amendment to the West License Agreement, the North and East License Agreement and the Parking License Agreement, (iii) acquisition and transfer of the Conex Boxes as set forth in paragraph B of this Section, and (iv) the payment of XXXX Dollars and no cents (\$XXXX) (the “**North and East Property Payment**”), all as defined in this Section (collectively, the “**North and East Lot Consideration**”). The North and East Property Payment shall be made in full by the City on the Closing Date, as defined below. All requirements to provide the North and East Lot Consideration shall survive the closing of this real estate transaction and shall remain in effect until such requirements are completed, unless such requirements are voluntarily waived in writing by AT&T or its successors and assigns or modified in writing by both parties to this Agreement.

(B) The City shall purchase four (4) Conex boxes, which are intermodal containers which meet standard industry specifications, approximately 8 feet wide and 40 feet long, as defined by International Organization for Standardization (ISO) standard 668:2020 (the “**Conex Boxes**”). The City shall transfer ownership of the Conex Boxes to AT&T as soon as the boxes are available for delivery on-site. The Conex Boxes shall be placed at the locations shown on the attached **Exhibit F**. The Conex Boxes are intended to be used by AT&T on the City property for relocation of AT&T field operations from the North and East Property and the Remaining AT&T Property after the Closing. After ownership of the Conex Boxes is transferred to AT&T, they shall thereafter be permanently

owned by AT&T, and such transfer shall be memorialized by a bill of sale from the City to AT&T. The Conex Boxes shall not be returned to City ownership or placed on City property after the relocation is complete, and AT&T shall be responsible for use or disposition of the Conex Boxes as it deems appropriate after the relocation is complete.

5. Prorations. The parties agree that all general state, county, school and municipal taxes (exclusive of penalties and interest) pertaining to the North and East Property during the calendar year of Closing shall not be due and payable because the City is a political subdivision, and the North and East Property will be exempt from such taxes during the year of the transaction.

6. Closing Date.

(A) The closing under this Agreement (the “**Closing**”) shall take place at the offices of the Title Company (defined below) at a time to be mutually agreed upon by the parties on a day that occurs fifteen (15) days after the end of the Inspection Period, or another day that is reasonably close to such day as mutually agreed by the parties (the “**Closing Date**”). AT&T shall deliver possession of the North and East Property to City upon Closing, which shall then be subject to the East Property License Agreement until its termination. The North and East Property License Agreement shall be dated as of the Closing Date.

(B) The City may opt to provide notice of the waiver of any or all of the remaining days in the Inspection Period and proceed to closing on the Closing Date that is fifteen (15) days after the City’s delivery of such written notice to AT&T, or another day that is reasonably close to such day as mutually agreed by the parties.

(C) At Closing, the parties shall execute a **East Lot License Agreement** in the form attached as **Exhibit D** which shall provide AT&T with access to use the North and East Lot for its continued use for field service operations until the earlier of the Replacement Parking Spaces are completed or AT&T’s relocation efforts are complete. No payment shall be due from AT&T to City for the rights granted under the East Lot License Agreement, and the consideration for such license agreement shall be the consideration as described in this Agreement.

(D) At Closing, the parties shall execute the First Amendment to West Lot License Agreement in the form attached hereto as **Exhibit C**.

(E) The parties acknowledge that the Closing Date will occur prior to the completion of all items that comprise the North and East Lot Consideration, and the parties further acknowledge that the provision of the North and East Lot Consideration in accordance with this Agreement shall survive past the Closing Date and shall continue to be enforceable contractual requirements pursuant to the terms of this Agreement, unless such requirements are voluntarily waived by AT&T or its successors and assigns, or modified in writing by both parties to this Agreement.

7. Deliveries.

(A) Each party shall provide to the other all environmental reports, engineering reports, soil reports, surveys, plats, development plans and correspondence relating to the North and East Property that are readily available, without a duty to investigate, and in possession of the applicable party.

(B) The City shall obtain, within fifteen (15) days after the date of this Agreement, a title insurance commitment for the North and East Property (the “**Commitment**”), by the terms of which a title company selected by the City (the “**Title Company**”) agrees to issue to the City an ALTA Owner’s Policy of Title Insurance (the “**Title Policy**”) in the amount of \$XXXX, insuring a merchantable fee simple title in the name of the City as of the time of the recording of the deed for the North and East Property. The Title Policies shall contain no “standard” exceptions other than a survey exception limited to matters of record if a given party does not obtain a survey of the real property they are acquiring in accordance with this Agreement.

8. Inspections. AT&T will provide the City and its respective agents with reasonable access to the North and East Property from the Effective Date to the date that occurs 90 days after the Effective Date, or such other date as specified by the City in writing to AT&T which is less than 90 days after the Effective Date (the “**Inspection Period**”) for all or any of the following to be done at the option and expense of the party acquiring the real property that is being investigated (collectively, the “**Assessments**”).

- (A) physical condition inspections;
- (B) investigations as to title and survey, including obtaining or completing a current ALTA Survey (a “**Survey**”) at the sole cost and expense of the City;
- (C) an environmental assessment conducted in accordance with the provisions of the “Environmental Matters” section below by a qualified environmental professional chosen by the City (the “**Environmental Assessment**”). Before any such entry, City shall provide, or cause to be provided, AT&T with a certificate of insurance naming AT&T as an additional insured and with an insurer and insurance limits and coverage as set forth on **Exhibit E** attached hereto (“**Insurance Requirements**”). City shall not disturb AT&T’s business operations on the Property. City may not perform any invasive testing or drilling on, at or under the Property as a part of City’s environmental due diligence or otherwise (“**Invasive Testing**”), without first providing AT&T with documentation on the scope of work for AT&T’s prior written approval, which AT&T may grant or deny in its sole discretion. City agrees that, in making any physical or environmental inspections of the Property, City or City’s agents will not reveal to any third party not approved by AT&T (other than City’s agents, employees, contractors, design professionals, and lenders with a need to know) the results of its inspections, and will restore promptly any physical damage caused by the inspections. This restoration obligation shall survive the termination of this Contract.

City may enter and inspect the North and East Property only when accompanied by a representative of AT&T. In conducting any inspections or tests of the Property, City shall keep the Property free and clear of any liens arising from work performed on behalf of City. This obligation shall survive the termination of this Contract.

AS A CONDITION TO ENTERING ONTO AND INSPECTING THE PROPERTY AND TO THE EXTENT ALLOWED BY LAW, CITY AGREES TO INDEMNIFY AND HOLD AT&T HARMLESS FROM AND AGAINST ANY CLAIMS AND LIABILITIES ASSERTED AGAINST AT&T ARISING OUT OF CITY’S INSPECTIONS.

9. Objections.

(A) **Title.** If either Title Policy or the Assessments disclose any title defects or encumbrances to which the City objects (“**Title Objections**”), the City may, prior to the expiration of the Inspection Period, deliver written notice to AT&T specifying the objections. AT&T shall remedy all such Title Objections susceptible of being remedied and shall deliver to the City, not less than ten (10) days prior to the Closing Date, a revised Commitment reflecting that the Title Objections have been cured. If AT&T fails to or is unable to cure, remove or otherwise correct any of the Title Objections to the satisfaction of the City, then the City may either: (a) elect to accept such Title Policy can be delivered and proceed to Closing, or (b) terminate this Agreement. Any matters disclosed by a Title Policy acceptable to the City will be deemed “**Permitted Exceptions**”. If the City is not satisfied with AT&T’s attempt to cure the Title Objections, the City may terminate this Agreement at any time prior to Closing.

(B) **Environmental Matters.** The City may conduct its own non-invasive environmental audit of the North and East Property, as applicable. The scope, sequence and timing of an Environmental Assessment shall be at the discretion of the City; no invasive or destructive testing shall be done without prior written consent of AT&T. The City may terminate this Agreement at any time prior to Closing if an Environmental Assessment reveals or, if at any time prior to the expiration of the Inspection Period, the City becomes aware of, the existence of any violation of an environmental law or other environmental conditions that the City is unwilling to accept.

10. Conditions Precedent to Closing. Each party’s obligations hereunder are contingent upon the satisfaction of the following conditions precedent prior to the expiration of the Inspection Period (collectively, the “**Conditions**”):

(A) The City being satisfied with the status of title and the Survey;

(B) The City being satisfied with the results of all engineering, feasibility and environmental studies performed or caused to be performed by the City.

(C) AT&T being satisfied with the provision of the Replacement Parking Spaces, the Access Improvements, and the plans for the Utility Relocations, to the extent that actions have taken place in furtherance of these items prior to Closing.

In the event that the City is not satisfied with the status of any Conditions prior to the expiration of the Inspection Period, the city may terminate this Agreement, provided however, the City shall reimburse AT&T for costs and expenses, up to the amount of \$XXXX, incurred by AT&T to facilitate the relocation of AT&T’s North and East lot operations from the AT&T Property

11. Mutual Representations. Each party covenants, represents and warrants to the other, as follows:

(A) They are possessed and vested with full power and authority to enter into and consummate this Agreement and to perform the obligations hereunder.

(B) There are no leases, tenancies or other rental arrangements or rights of possession pertaining to any portion of the North and East Property, and AT&T owns fee simple title to the North and East Property, as applicable, and each have full right and lawful authority to enter into and perform their obligations under this Agreement.

(C) Neither party has actual knowledge of any special taxes or assessments levied against the North and East Property which are not yet due and payable at the office of the tax collection authority having jurisdiction or any existing or proposed improvements to be paid for by special taxes or assessments subsequent to the date of this Agreement.

(D) Neither party is aware of any hazardous materials in or about the North and East Property and has not received any notice of any hazardous material violation of similar notice from any governmental authority.

(E) Each party asserts that all statements made by that party in this Agreement are true and correct and the information that party has provided or will provide relating to this Agreement does not and will not contain any statement which, at the time and in the light of the circumstances under which it was made, is false or misleading with respect to any material fact, or omits to state any material fact (which is actually known by the applicable party), thereby making any statement false or misleading in any material respect.

(F) This Agreement is a valid and binding contract, enforceable against either party in accordance with its terms.

12. AT&T's Representations:

(A) The North and East Property Consideration described in Section 3 is adequate and sufficient consideration and compensation to AT&T and provides sufficient value for transfer of the North and East Property to City pursuant to this Agreement.

13. City's Representations. City covenants, represents and warrants to AT&T, as follows:

(A) City is a duly organized, validly existing charter city and political subdivision of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate this Agreement and to perform City's obligations under this Agreement.

(B) City has duly approved the transaction contemplated by this Agreement, and the City is authorized to execute this Agreement and to do all other such acts and to take such other action as may be necessary to consummate this Agreement.

14. Survival of Representations and Agreements. All representations, warranties and agreements contained in this Agreement or in any certificate, instrument or document delivered by or on behalf of any parties to this Agreement or in connection with the transaction contemplated by this Agreement shall be deemed representations, warranties or agreements of that party, and shall survive, except to the extent waived by the party for whose benefit they exist, the Closing or termination of this Agreement.

15. Brokers and Commissions. The parties represent to one another that neither has dealt with any brokers or persons who may claim any commissions or fees in connection with the transaction contemplated by this Agreement.

16. Closing. The Closing shall be by escrow through the Title Company as follows:

(A) On or before the Closing Date, AT&T shall deliver to the Title Company a special warranty deed for the North and East Property (the "**Deed**") for the North and East

Property, conveying title free and clear of all liens and encumbrances other than the Permitted Exceptions. The form of the Deed shall be mutually agreed to by the parties prior to the end of the Inspection Period.

(B) Each party shall deliver all other documents reasonably necessary to complete the Closing and may deliver closing or escrow instructions to the Title Company consistent with the provisions of this Agreement.

(C) Each party shall deliver and execute North and East Property License Agreement.

17. Closing Costs. Closing costs shall be paid as follows:

(A) City's closing costs shall be the title and survey of the North and East Property, City's Title Policy, recording fees pertaining to the North and East Property, City's attorneys' fees, and all title insurance, transfer fees, document stamps, escrow fees related to transfer of the North and East Property;

(B) AT&T's closing costs shall be AT&T's attorneys' fees.

18. Default and Remedies.

If either party defaults in the performance of their obligations under this Agreement, and does not cure the same within ten (10) business days after receipt of written notice from the other party (or such longer time as reasonably necessary to effect such cure), the other party may (i) terminate this Agreement, or (ii) elect to treat this Agreement as being in full force and effect, in which case the other party may take such other actions as are available under or with respect to this Agreement or otherwise at law or equity, including but not limited to the remedy of specific performance. With respect to any obligations accruing after or surviving termination or Closing of this Agreement, both parties shall be entitled to all remedies provided by law and equity.

19. Miscellaneous.

(A) **Time for Performance.** If the date for the performance of the obligations under this Agreement falls on a Saturday, Sunday or observed banking holiday by national banks in Lee's Summit, Missouri, the date of performance shall be extended to the next regular business day.

(B) **Business Day.** A "business day" as used herein is a day other than a Saturday, Sunday or observed banking holiday by national banks in Lee's Summit, Missouri.

(C) **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the parties concerning the North and East Property and supersedes any and all prior oral representations, covenants, understandings or agreements between the parties or their agents, and may be modified only by written agreement signed by both parties.

(D) **Governing Law.** This Agreement shall be governed by Missouri law.

20. Notices. All notices or deliveries required under this Agreement shall be hand delivered or given by mail (return receipt requested) or overnight courier (signature required) directed to City at the address listed above in preamble and to AT&T at the following:

AT&T Services, Inc.
Corporate Real Estate
200 West Adams Street, 9th Floor
Chicago, IL 60606
Attn: PM&T – Missouri

With a copy to: AT&T Services, Inc.
208 S. Akard Street
Dallas, TX 75202
Attn: General Attorney – Real Estate

with a copy to: **Luke Maher**
Norton Rose Fulbright US LLP
7676 Forsyth Blvd, Suite 2230
St. Louis, Missouri 63105, United States
luke.maher@nortonrosefulbright.com

All notices so given shall be considered effective if hand delivered, when received; if delivered by courier, one (1) business day after timely deposit with the courier service, charges prepaid; or if mailed, three (3) days after deposit, first class postage prepaid, with the United States Postal Service. Either party may change the address to which future notices shall be sent by notice given in accordance with this Section.

[Remainder of this page intentionally left blank, signature pages to follow]

EXECUTED as of the Effective Date written above.

CITY:

CITY OF LEE'S SUMMIT,
A charter city and political subdivision of the
State of Missouri

William A. Baird
Mayor

Attest:

Trisha Fowler Arcuri, City Clerk

Approved as to form:

David Bushek, Chief Counsel of Economic
Development & Planning

AT&T:

**SOUTHWESTERN BELL TELEPHONE
COMPANY**

Name
Title

EXHIBIT A

LEGAL DESCRIPTION AND MAP OF THE NORTH AND EAST PROPERTY

Exhibit "A"

File No.: 022-00393
Project Name: GLMV Lee's Summit Market Place
Owner: Southwestern Bell Telephone
December 12, 2023

AT&T NORTH & EAST AREA DESCRIPTION:

All that part of Lot 1, Lot 2, Lot 3 and Lot 4, Block 18, W.B. Howard's Addition to the Town of Strother, a recorded subdivision in the City of Lee's Summit, Jackson County, Missouri, lying in the Southwest Quarter of Section 5, Township 47 North, Range 31 West, being described on December 8, 2023, by Patrick Ethan Ward, PLS-2005000071 of Olsson, Inc., LC-366, as follows:

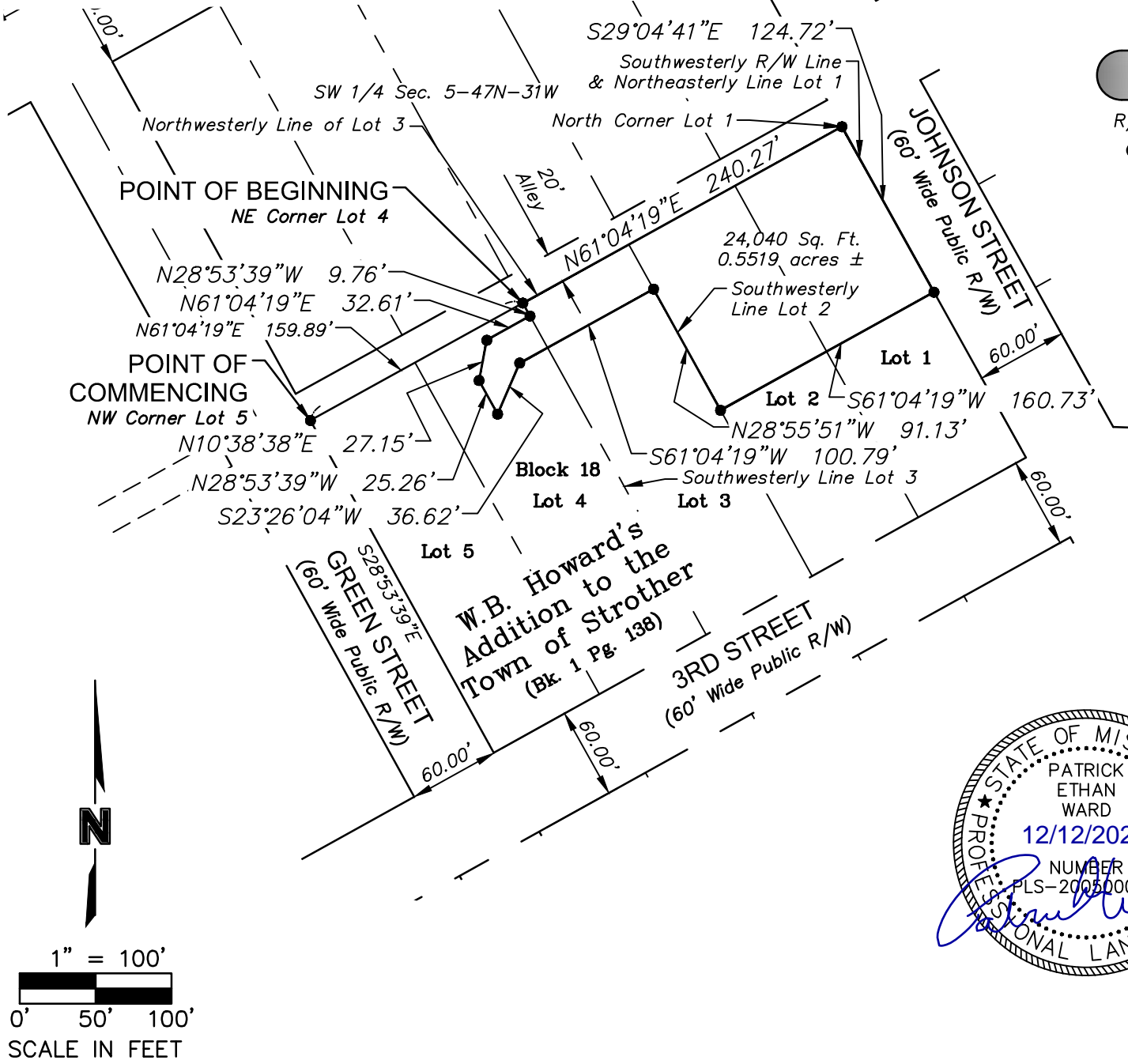
COMMENCING at the Northwest corner of said Lot 5; thence North 61 degrees 04 minutes 19 seconds East (Basis of Bearings - Held Southwesterly Line of Lot 5, W.B. Howard's Addition to the Town of Strother at North 28°53'39" West, Missouri Coordinate System, 1983, West Zone, US Survey Feet) on the Northwesterly line of said Lot 5 and Lot 4, a distance of 159.89 feet to the Northeast corner of said Lot 4, the POINT OF BEGINNING; thence continuing North 61 degrees 04 minutes 19 seconds East on the Northwesterly line of said Lot 3, Lot 2 and Lot 1 a distance of 240.27 feet to the North corner of said Lot 1, being the Southwesterly right of way line of Johnson Street, as now established; thence South 29 degrees 04 minutes 41 seconds East, on the Northeasterly line of said Lot 1 and said Southwesterly right of way line a distance of 124.72 feet to a point; thence South 61 degrees 04 minutes 19 seconds West, departing said Northeasterly line and said Southwesterly right of way line a distance of 160.73 feet to a point on the Southwesterly line of said Lot 2; thence North 28 degrees 55 minutes 51 seconds West on said Southwesterly line a distance of 91.13 feet to a point; thence South 61 degrees 04 minutes 19 seconds West, departing said Southwesterly line a distance of 100.79 feet to a point; thence South 23 degrees 26 minutes 04 seconds West a distance of 36.62 feet to a point; thence North 28 degrees 53 minutes 39 seconds West a distance of 25.26 feet to a point; thence North 10 degrees 38 minutes 38 seconds East a distance of 27.15 feet to a point; thence North 61 degrees 04 minutes 19 seconds East a distance of 32.61 feet to a point on the Southwesterly line of said Lot 3; North 28 degrees 53 minutes 39 seconds West on said Southwesterly line of Lot 3 a distance of 9.76 feet to the POINT OF BEGINNING, containing 24,040 Square Feet or 0.5519 Acres, more or less.

(As depicted on Exhibit "B", attached and incorporated herein).



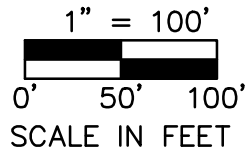
Olsson Inc.
7301 W 133rd Street, Suite 200
Overland Park, KS 66213
(913) 381-1170

USER: evallentine
 DWG: F:\2022\00001-00500\022-00393\40-Design\Survey\SRV\Sheets\EXH7_02200393.dwg
 DATE: Dec 08, 2023 8:23am
 XREFS: V_XBASE_62252 V_XTOP0_02200393



LEGEND

- R/W RIGHT-OF-WAY
- SET 5/8" X 24" REBAR W/LC 366 CAP



PROJECT NO:	02200393
DRAWN BY:	EDV
DATE:	12.08.2023

AT&T
 NORTH & EAST AREA

olsson

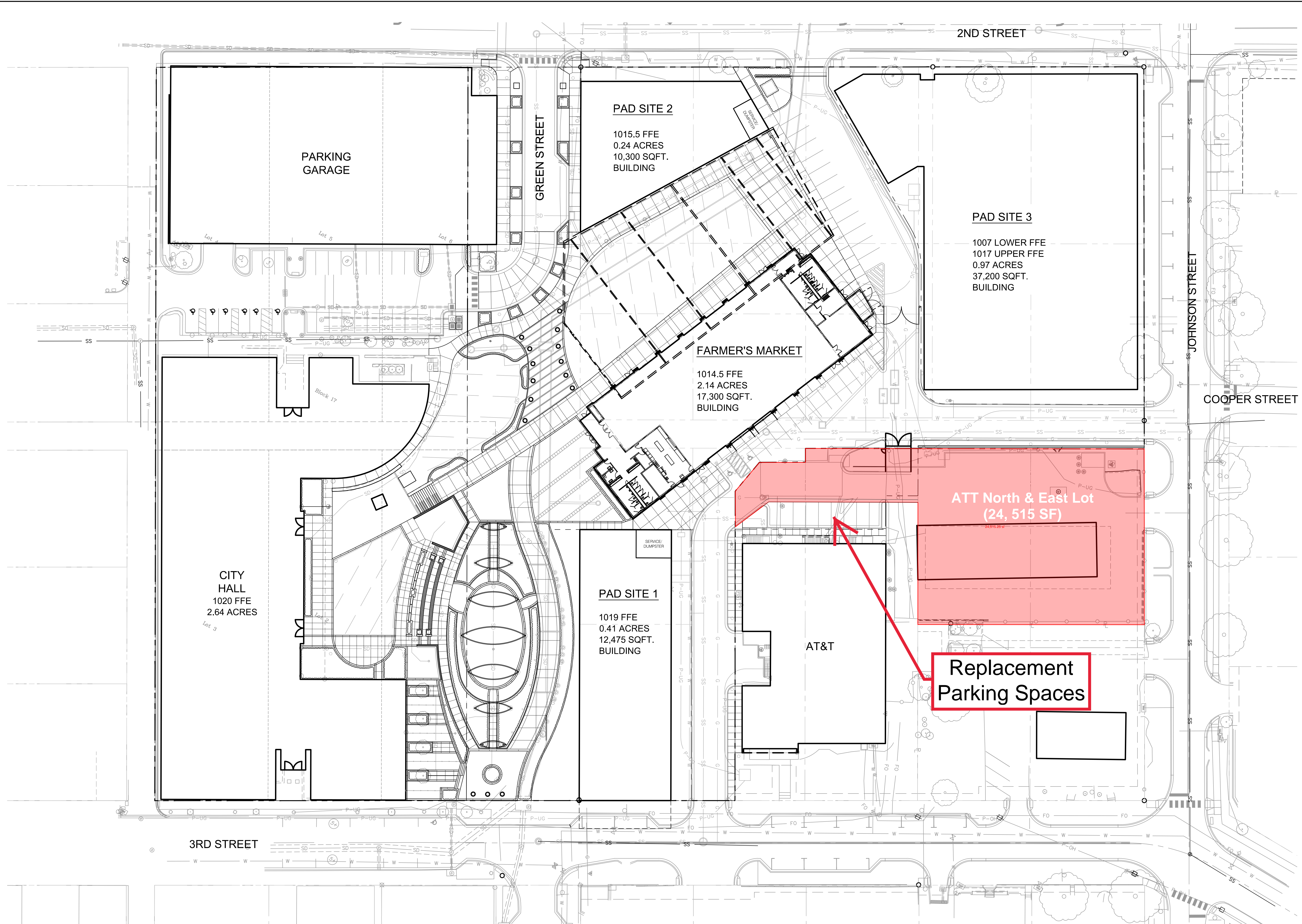
7301 West 133rd Street
 Suite 200
 Overland Park, KS 66213-4750
 TEL 913.381.1170

EXHIBIT
B

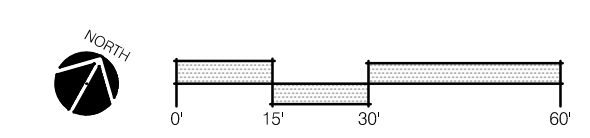
EXHIBIT B

MAP OF REPLACEMENT PARKING SPACES

[Attached]



1 SITE PLAN



olsson studio

NOT FOR CONSTRUCTION

CONSTRUCTION DOCUMENT PHASE

L100

EXHIBIT C

FIRST AMENDMENT TO LICENSE AGREEMENT FOR WEST LOT

FIRST AMENDMENT TO LICENSE AGREEMENT WEST LOT

This **FIRST AMENDMENT TO LICENSE AGREEMENT WEST LOT** (this “Amendment”) is entered into on this ___ day of _____, 20___, by and between **CITY OF LEE’S SUMMIT, MISSOURI** (the “City”), and **SOUTHWESTERN BELL TELEPHONE COMPANY**, a Delaware Corporation (the “AT&T”).

W I T N E S S E T H:

WHEREAS, City and AT&T. entered into a certain License Agreement dated August 4, 2023 dated (the “License”) for the Licensed Premises, as described in the License); and

WHEREAS, simultaneously with the execution of this Amendment, the City and AT&T will enter into a License Agreement for the North and East Lots of the AT&T Property known as the “AT&T Central Office Property” located at 202 SE Third Street, in the city of Lee’s Summit, state of Missouri (“North and East Lot Agreement”); and

WHEREAS, simultaneously with the execution of this Amendment, the City and AT&T will enter into a Permanent Parking Agreement for the provisioning of permanent parking space for the benefit of AT&T’s Central Office Property (“Permanent Parking Agreement”); and

WHEREAS, City and AT&T agree that the License shall be amended as more particularly set forth and described hereinbelow.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the License.

2. **Termination.** Paragraph 10 of the License, entitled “Termination”, is deleted and replaced with the following:

This Agreement shall be in effect until the later of (i) the City provides permanent Replacement Parking Spaces as defined and as required by the North and East Property Real Estate Sale Agreement or (ii) the date that AT&T relocates its field operations from the North and East lots as required by the North and East Lot Real Estate Sale Agreement. The City shall accept the Licensed Premises in its AS IS condition. The parties may mutually agree in writing to terminate this License at an earlier date.

3. **Notice Address.** Paragraph 14 of the License, entitled “Notice”, is amended to provide that the Tenant’s notice addresses shall be as follows:

To AT&T: AT&T GRE
Briahna Miller
AT&T Global Real Estate - Senior Portfolio Manager
7670 S Chester Street
Centennial, CO 80112

with a copy to: AT&T Services, Inc.
208 S. Akard Street
Dallas, TX 75202
Attn: Global Real Estate

AT&T Services, Inc.
Attention: Debbie Braun, AVP Senior Legal Counsel
One AT&T Way
Room N3B09
Bedminster, NJ 07921
Db2009@att.com

Luke Maher
Norton Rose Fulbright US LLP
7676 Forsyth Blvd, Suite 2230
St. Louis, Missouri 63105, United States
luke.maher@nortonrosefulbright.com

4. No Litigation or Condemnation, Third Party Consents. City, to the best of its knowledge, represents and warrants that: (i) there is no litigation pending or threatened that would affect City's title to the Licensed Premises; (ii) City has not received any notice of any condemnation or eminent domain proceedings affecting the Licensed Premises; and (iii) City has the authority to execute this Amendment, and has obtained any third party consents, including lender consents, which may be required.

5. Brokers. City and AT&T each represent and warrant one to the other that except as may be hereinafter set forth, neither of them has employed any broker in connection with the negotiations of the terms of this Amendment or the execution thereof.

6. Counterparts. This Amendment may be executed in counterparts and each of such counterparts will for all purposes be deemed to be an original, and such counterparts will together constitute one and the same instrument. The parties acknowledge and agree that this Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

7. **Inconsistencies.** In the event of any inconsistencies between the License and this Amendment, the terms of this Amendment shall take precedence. Except as expressly set forth in this Amendment, the License otherwise is unmodified, remains in full force and effect and is incorporated and restated herein as if fully set forth at length. Each reference in the License to itself shall be deemed also to refer to this Amendment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have duly executed this Amendment effective on the date first set forth above.

CITY:

[_____]

AT&T:

[_____]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D
LICENSE AGREEMENT FOR EAST LOT

[Attached]

LICENSE AGREEMENT FOR NORTH AND EAST LOT

THIS LICENSE AGREEMENT FOR THE NORTH AND EAST LOT (the “**License Agreement**”), made this ___ day of _____, 202__, (“Effective Date”) by and between the City of Lee’s Summit, Missouri, (hereinafter called “**City**”), and Southwestern Bell Telephone Company, a Delaware corporation (hereinafter called “**AT&T**”).

WITNESSETH:

WHEREAS, City presently owns certain land known as the North and East Lot pursuant to the North and East Property Real Estate Sales Agreement dated ___, 2023 between the City and AT&T (the “**North and East Real Estate Agreement**”) which is more particularly described on **Exhibit A** which is attached hereto and incorporated herein by reference; and

WHEREAS, City desires to license to AT&T and AT&T desires to license from City the eastern portion of the property that was transferred to the City pursuant to the North and East Lot Real Estate Agreement (the “**East Lot**”) for the benefit of AT&T’s business operations at Central Office Property (“**Licensed Premises**”).

NOW, THEREFORE, City, in consideration of the obligations hereby assumed by AT&T hereby licenses and authorizes AT&T, its officers, members, contractors, agents and guests, to enter and go upon the Licensed Premises, at all times during the continuance of this License Agreement, and there to use and enjoy the Licensed Premises as used by AT&T on the Effective Date, subject to the following:

All capitalized words and terms which are not defined in this License Agreement shall have the meanings as assigned in the Real Estate Agreement.

1. LICENSED PREMISES. The Licensed Premises referenced in this Agreement are generally depicted on **Exhibit B**, and are legally described as:

2. USE OF LICENSED PREMISES. AT&T, its officers, members, contractors, agents and guests shall have the right to exclusively use the Licensed Premises for AT&T’s business operations at the Central Office Property as used by AT&T on the Effective Date.

3. RESTRICTION ON MODIFICATIONS AND IMPROVEMENTS. AT&T, its officers, members, contractors, agents and guests are prohibited from making any addition, modification or improvement to any part of the Licensed Premises, and are prohibited from placing, affixing or constructing any structure, utility, signage or markings on the Licensed Premises, without City’s consent, which consent shall not be unreasonably withheld.

4. Reserved.

5. RULES AND REGULATIONS. AT&T, its officers, members, contractors, agents and guests shall comply with all reasonable ordinances, rules and regulations of the City

concerning use of the Licensed Premises, provided such ordinances, rules and regulations do not limit AT&T's right to use the Licensed Premises as intended by this License Agreement.

6. MAINTENANCE. AT&T shall maintain, at its sole cost and expense, the Licensed Premises, at all times during the continuation of this Agreement. **[City drafting note: We are assuming that AT&T's use of the East Lot would continue as it exists today, and the area would continue to be gated and secured and the City would not have access for maintenance during this time.]**

7. RESTRICTION AS TO WASTE. AT&T shall not, except so far as may be reasonably necessary for the maintenance of the Licensed Premises as aforesaid, commit or permit any waste thereon, and in particular AT&T shall not without the permission in writing of City cut down or destroy or injure any bushes or trees. AT&T shall be liable for any damage done to the Licensed Premises directly by AT&T or any of its users, except as is permitted by this Agreement, by any persons entering upon the Licensed Premises on behalf of AT&T pursuant to the terms of this Agreement.

8. GENERAL INDEMNITY.

A. GENERAL. AT&T shall cover, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, 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 to the extent directly arising out of or resulting from any act, error, omission, or intentional act of AT&T or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that AT&T need not save harmless the City from claims, demands, losses and expenses (A) to the extent arising out of the negligence or misconduct of the City, its employees, agents, or contractors or (B) to the extent the claim, demand, loss, or expense is actually paid by insurance proceeds received by or for the City from its insurance coverages.

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 AT&T 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 AT&T. The City does not, and shall not, waive any rights against AT&T which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by AT&T, of any of the insurance policies described in this Agreement. Except as provided in subpart A above, this indemnification by AT&T shall apply regardless 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, AT&T shall immediately notify the City of any and all claims filed against AT&T or AT&T and the City jointly and shall provide the City with a copy of the same.

9. WAIVER OF CONSEQUENTIAL DAMAGES. Each party to this License Agreement hereby waives all claims against the other party for incidental and consequential damages arising out of or relating to this License Agreement. For purposes of this License Agreement, incidental and consequential damages shall be defined as and shall include, but shall not be limited to, losses of use, financing, business, reputation, profit, and income.

10. INSURANCE.

A. GENERAL PROVISIONS. AT&T shall file with the City evidence of liability insurance with an insurance company licensed to do business in Missouri. At all times while this Agreement remains in effect, and in recognition of the indemnification provisions set forth above, AT&T shall, at its own cost and expense, maintain a program of commercial general liability insurance and/or self-insurance in the amounts specified below to protect AT&T and the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from any liability for bodily injury, death and property damage occasioned by the activities of AT&T, or any person acting on their behalf, under this Agreement, including, but not limited to, AT&T's operations, products, services or use of automobiles or construction equipment. As proof of this compliance, AT&T shall, during the term of this Agreement, keep on file with the Clerk of the City a certificate of insurance with an insurance company licensed to do business in the State of Missouri and/or affidavit of self-insurance which shall show the types and amounts of coverage. Any affidavit of self-insurance shall be signed by AT&T, or an employee or officer of AT&T who has knowledge of AT&T's self-insurance program and is authorized to make representations as to the scope of said program and shall contain a statement making such representations. The City shall maintain insurance of types of coverages and at levels determined by the City. The City shall provide to AT&T a certificate of insurance evidencing said insurance coverages and levels.

B. LIMITS AND COVERAGE. Bodily Injury and Property Damage, Commercial General Liability Coverage – Occurrence Form unless otherwise agreed by the City:

Combined Single Limit –

General Aggregate:	\$3,258,628
Products-Completed Operations Aggregate:	\$3,258,628

Personal & Advertising Injury: \$3,258,628
For any one person in a single Occurrence: \$488,755

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.

Automobile Liability: \$3,258,628 for Each Accident for All Owned, Non-Owned & Hired Vehicles

10. TERMINATION. This Agreement shall be in effect until the earlier of (a) AT&T provides written notice to the City that the East Lot has been vacated by AT&T and this License Agreement is terminated, or (b) [SPECIFIC DATE], 2024. AT&T shall return the Licensed Premises to the City in its then current AS Is condition and City shall accept the Licensed Premises in As Is condition. All personal property shall be removed from the East Lot by AT&T prior to the termination date of this License Agreement. The parties may mutually agree in writing to terminate this License Agreement at an earlier date.

11. CONSTRUCTION OF AGREEMENT.

A. HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

B. NON-WAIVER. 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.

C. JOINTLY DRAFTED. This Agreement shall be deemed to have been jointly drafted by the parties and shall not be construed more strongly against any party hereto.

D. APPLICABLE LAW. This instrument shall be construed in accordance with the laws of the State of Missouri.

12. UNASSIGNABLE. The license created by this Agreement is solely for AT&T, its officers, members, servants, agents and guests and no others. Neither the license nor this Agreement, in whole or part, is assignable.

13. NON-SEVERABLE. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be deemed invalid and unenforceable, provided, however, that the terms and provisions of paragraph 10 shall not be affected thereby and each term and provision of said paragraph 10 shall be valid and enforced to the fullest extent permitted by law.

14. NOTICE. Whenever any notice is required by this Agreement to be made, given or transmitted to the City, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, addressed to:

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

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

and notices to AT&T shall be addressed to:

AT&T Services, Inc.
Briahna Miller
AT&T Global Real Estate - Senior Portfolio Manager
7670 S Chester Street
Centennial, CO 80112

With a copy to:

AT&T Services, Inc.
Attention: Debbie Braun, AVP Senior Legal Counsel
One AT&T Way
Room N3B09
Bedminster, NJ 07921
Db2009@att.com

AT&T Services, Inc.
208 S. Akard Street
Dallas, TX 75202
Attn: General Attorney – Real Estate

with a copy to:

Luke Maher
Norton Rose Fulbright US LLP
7676 Forsyth Blvd, Suite 2230
St. Louis, Missouri 63105, United States
luke.maher@nortonrosefulbright.com

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the item shall be considered received the third day after the date of mailing.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereunder and all other representations of statements heretofore made, verbal or written, are merged herein and this Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned at Lee's Summit, Missouri.

[Remainder of this page intentionally left blank]

CITY OF LEE'S SUMMIT, MISSOURI

Mark Dunning, City Manager

ATTEST:

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

David Bushek, Chief Counsel of
Economic Development & Planning

SOUTHWESTERN BELL TELEPHONE COMPANY

Patrick Henkel
Director, Global Real Estate

EXHIBIT A
REAL ESTATE AGREEMENT

[Attached]

EXHIBIT B
DEPICTION OF LICENSED PREMISES

[Attached]

EXHIBIT E
INSURANCE REQUIREMENTS

[Attached]



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
12/12/2023

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906		PHONE (A/C, No, Ext): (816) 960-9000	COMPANY NAME AND ADDRESS The Travelers Indemnity Company of America		NAIC NO: 25666
FAX (A/C, No):		E-MAIL ADDRESS: kcasu@lockton.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:		SUB CODE:		POLICY TYPE Property	
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER H-630-7W35228	
NAMED INSURED AND ADDRESS 1109979 CITY OF LEE'S SUMMIT, MO 220 SE GREEN STREET LEE'S SUMMIT MO 64063		EFFECTIVE DATE 7/1/2023		EXPIRATION DATE 7/1/2024	
ADDITIONAL NAMED INSURED(S)		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED		THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

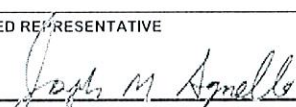
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	DED:
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE:	\$	209,340,316			50,000
	YES NO N/A				
<input checked="" type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	X				If YES, LIMIT: 9,931,799 Actual Loss Sustained; # of months:
BLANKET COVERAGE	X				If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE		X			Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		X			
IS DOMESTIC TERRORISM EXCLUDED?		X			
LIMITED FUNGUS COVERAGE		X			If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)		X			
REPLACEMENT COST	X				
AGREED VALUE		X			
COINSURANCE		X			If YES, %
EQUIPMENT BREAKDOWN (If Applicable)	X				If YES, LIMIT: INCLUDED DED: 50,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		X			If YES, LIMIT: DED:
- Demolition Costs		X			If YES, LIMIT: DED:
- Incr. Cost of Construction		X			If YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)	X				If YES, LIMIT: 10,000,000 DED: 50,000
FLOOD (If Applicable)	X				If YES, LIMIT: 10,000,000 DED: 50,000
WIND / HAIL INCL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Subject to Different Provisions:		X			If YES, LIMIT: DED:
NAMED STORM INCL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Subject to Different Provisions:		X			If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X				

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

<input type="checkbox"/> CONTRACT OF SALE <input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS 856408 SOUTHWESTERN BELL TELEPHONE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES C/O BRIAHNA MILLER 7670 S. CHESTER ST. CENTENNIAL CO 80112		AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2024

12/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Travelers Indemnity Company		25658
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

INSURED
 1473254 CITY OF LEE'S SUMMIT, MO
 220 SE GREEN STREET
 LEE'S SUMMIT MO 64063

COVERAGES **CERTIFICATE NUMBER:** 20123728 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	N	N	ZLP-61N66130	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ XXXXXXX
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	\$ XXXXXXX
							BODILY INJURY (Per person)	\$ XXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXX
								\$ XXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXX
							AGGREGATE	\$ XXXXXXX
								\$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	NOT APPLICABLE			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	\$ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

20123728
 SOUTHWESTERN BELL TELEPHONE COMPANY
 AND ITS SUBSIDIARIES AND AFFILIATES
 C/O BRIAHNA MILLER
 7670 S. CHESTER ST.
 CENTENNIAL CO 80112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

Joseph M. Agnello

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EXHIBIT F

AT&T PARKING AND CONEX PLAN

[Attached]

AT&T PARKING & CONNEX PLAN

TRAVEL PLAN FOR AT&T TEAM MEMBERS

GATE

AT&T Temp Parking & Connex Storage
23 Stalls



Image Landsat / Copernicus

Google Earth

38°54'50.89" N 94°22'29.99" W elev 1025 ft eye alt 1663 ft

7:42 AM
12/1/2023

GATE

AT&T Temp Parking & Connex Storage

23 Stalls



GATE

54'-6 3/4"

40'-0"

9'-0"

8'-0"

CONNEX STORAGE

CONNEX STORAGE

PARKING STALL

PARKING STALL

PARKING STALL

PARKING STALL

PARKING STALL

PARKING STALL

PARKING STALL

PARKING STALL

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PARKING STALL

PARKING STALL

PARKING STALL

PARKING STALL

PARKING STALL

PARKING STALL

PARKING STALL

NO PARKING

AT&T PARKING & CONNEX PLAN

CONSTRUCTION AREA IN "YELLOW"

AREA IN "GREEN" TO BE EXPIDITED

TRAVEL PLAN FOR AT&T TEAM MEMBERS



Image Landsat / Copernicus

Google Earth

38°54'50.89" N 94°22'29.99" W elev 1025 ft eye alt 1663 ft

7:42 AM 12/1/2023