
MEMORANDUM OF UNDERSTANDING

between the

CITY OF LEE'S SUMMIT, MISSOURI,

and

THOMAS ANTHONY KRAFT AND MARY KATHLEEN KRAFT

as Trustees of the trust created by Trust Agreement of Thomas Anthony Kraft, dated April 11, 1990, as to an undivided 1/2 interest, and Thomas Anthony Kraft and Mary Kathleen Kraft as Trustees of the trust created by Trust agreement of Mary Kathleen Kraft, dated April 11, 1990, as to an undivided 1/2 interest

dated as of

March 27, 2025

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), is entered into as of this 27th day of March, 2025, by and between the **CITY OF LEE’S SUMMIT, MISSOURI**, a charter city and political subdivision of the State of Missouri (the “**City**”), and Thomas Anthony Kraft and Mary Kathleen Kraft as Trustees of the trust created by Trust Agreement of Thomas Anthony Kraft, dated April 11, 1990, as to an undivided 1/2 interest, and Thomas Anthony Kraft and Mary Kathleen Kraft as Trustees of the trust created by Trust agreement of Mary Kathleen Kraft, dated April 11, 1990, as to an undivided 1/2 interest (collectively referenced herein as “**L&L**”), (the City and L&L being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in **Section 1.2** of this MOU.)

RECITALS

A. The Project and Existing Contracts.

1. The City has engaged in planning and preparation efforts to proceed with transportation improvements to the Highway 50 and Highway 291 North Interchange and the relocation of Blue Parkway on the north side of Highway 50 in coordination with the interchange project (collectively the “**Project**”). The City and the Missouri Highways and Transportation Commission (MHTC) executed a Cost Share Agreement dated January 10, 2022 which is attached hereto as **Exhibit C** and incorporated herein by reference (the “**Cost Share Agreement**”).

2. The City and MHTC executed a “Missouri Highways and Transportation Commission Road Relinquishment Agreement” dated April 1, 2024 which is attached hereto as **Exhibit D** and incorporated herein by reference (the “**Road Relinquishment Agreement**”). The Road Relinquishment Agreement provides for the transfer of certain portions of Blue Parkway from the State to the City in connection with the Project including that portion near the L&L property within the Project area. The portion of Blue Parkway that are not being relocated is expected to be released by MHTC, as defined herein, and subsequent transactions between the relevant parties to facilitate the Project. The remaining portions of Blue Parkway that will be relocated are expected to be released by MHTC when construction or the new improvements is ready to commence. When Blue Parkway is fully transferred to the City, the City will be in a position to vacate that portion of Blue Parkway that will be transferred to private property owners to facilitate the Project.

3. The City is proceeding according to a schedule approved by MoDOT. The Parties acknowledge and agree that the actual schedule for the Project is controlled largely by MoDOT and is subject to changes according to the Cost Share Agreement, the Road Relinquishment Agreement, any amendments to those agreements, and any subsequent implementation agreements between the City and MHTC and its contractors for implementation of the Project, including unforeseen events that trigger any authorized delay provisions in such agreements.

B. The L&L Property.

1. QuikTrip Corporation (“QuikTrip”) owns the property at 801 SE M-291 Highway and 702 SE Blue Parkway, which is adjacent to the L&L Parcel (as defined below). The City is coordinating with QuikTrip to acquire land from QuikTrip for rights-of-way needed for the Project. The City has entered into a separate agreement with QuikTrip to facilitate the land transactions. When the City acquires the necessary land from QuikTrip that is west of the L&L Parcel, the City will be in a position to make the L&L Remnant Parcel available as defined herein and set forth in this MOU.

2. L&L operates a business on the parcel located at 706 SE Blue Parkway which is owned by Thomas Anthony Kraft as Trustee (the “**L&L Parcel**”). In order to allow for the relocation of Blue Parkway as part of the Project, a certain portion of that right-of-way will be transferred to the City according to the Road Relinquishment Agreement, which is shown in pink on Exhibit C to the Cost Share Agreement and designated for transfer according to the Road Relinquishment Agreement. In furtherance of the Project and the easements needed by the City for the Project, the Parties to this MOU seek to facilitate the transfer of the roughly triangular-shaped parcel depicted on **Exhibit A** to this MOU in pink and labeled as “TRACT of LAND (CITY TO LAWN & LEISURE)” (the “**L&L Remnant Parcel**”), which is excess remnant property which is generally located in the southeast corner of the new 7th Terrace and Blue Parkway intersection, which may be used by L&L for future parking expansion, and which is an otherwise a non-developable tract of land since it has no street access.

2. In exchange for the L&L Remnant Parcel, the City seeks to obtain from L&L:

- (a) a temporary detour during construction on the east side of the L&L building, across the parcel located at 708 SE Blue Parkway, which will connect Blue Parkway and 7th Terrace, to facilitate construction of the Project; and
- (b) right-of-way easements, along with temporary construction easements, at the northwest and southwest corner of L&L Property where depicted on **Exhibit B**.

C. The City and L&L desire to enter into this MOU to provide for the land transactions discussed above for the Project.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this MOU are material to this MOU and are hereby incorporated into and made a part of this MOU as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this MOU that makes reference to an exhibit.

Section 1.2. Definitions. Words and terms defined elsewhere in this MOU shall have the meanings assigned therein. Whenever used in this MOU, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“Applicable Laws and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

“City” means the City of Lee’s Summit, Missouri, a charter city and political subdivision under applicable Missouri laws.

“City Council” means the governing body of the City of Lee’s Summit, Missouri.

“City Manager” means the City Manager of the City, or his/her designee.

“Closing Date” means the date on which the L&L Remnant Parcel is transferred pursuant to the terms and conditions of this MOU. The Closing Date for each transaction will be mutually agreed upon as described in this MOU. The Closing Date will be established by the Parties as set forth herein. The transfer of the easements to the City as described in this Agreement will be accomplished by City staff review and acceptance of the easements for recording.

“MHTC” means the Missouri Highways and Transportation Commission, which is the legislative and governing body of MoDOT.

“MoDOT” means the Missouri Department of Transportation, including the MHTC.

“Title Company” means Coffelt Land Title located at 320 SE Tudor Road in Lee’s Summit, Missouri, or another company selected by L&L.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by L&L. L&L represents that:

- A. L&L is a trust organized and existing under the laws of the State of Missouri.
- B. L&L has authority to enter into this MOU and to carry out its obligations under this MOU on behalf of L&L as a business entity operating on the property. By proper action of its trustee, L&L has been duly authorized to execute and deliver this MOU, acting by and through its trustee.

C. L&L has no knowledge of litigation or proceedings pending or threatened against L&L affecting the right of L&L to execute or deliver this MOU or the ability of L&L to comply with its obligations under this MOU.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri as a charter city.

B. The City has authority to enter into this MOU and to carry out its obligations under this MOU, and the Mayor of the City is duly authorized to execute and deliver this MOU.

C. The City has no knowledge of litigation or proceedings pending or threatened against the City affecting the right of the City to execute or deliver this MOU or the ability of the City to comply with its obligations under this MOU.

ARTICLE 3: TRANSACTIONS TO FACILITATE THE PROJECT.

Section 3.1. Acquisition of the State Excess Property by the City. Certain QuikTrip property is anticipated to be transferred to the City as described above in the Recitals. The City's ownership of the QuikTrip property will allow for, and is a precondition to, transfer of the State Excess Parcel to QuikTrip which is adjacent to the L&L Parcel, which will then facilitate land transfers that allows the City to transfer the L&L Remnant Parcel to L&L as required by this MOU. The City anticipates that the QuikTrip property will be transferred to the City before or at the time that MoDOT is prepared to close the current Blue Parkway East of Highway 291 and authorize a temporary alternate route for through traffic from the portion of Blue Parkway which may be outside the boundaries of the Project area to Highway 291 during the construction period of the Project. The City will provide regular updates to L&L as the Project proceeds, so that L&L will have information regarding the sequence of land transfers to comply with this MOU.

Section 3.2. Transfer of the L&L Remnant Parcel. The L&L Remnant Parcel will be transferred from the City to L&L according to the following terms and conditions:

A. L&L Remnant Parcel designation. The size of the L&L Remnant Parcel that will be available as a result of the Project has been approximately determined and is depicted on **Exhibit A**. The exact shape and legal description will be finalized by the parties as the Project advances through the land acquisition process and shall be mutually agreed by the parties according to the final plans and specifications for the Project.

B. Other L&L Site Improvements. The City will pay for parking lot lighting relocation for L&L and will complete driveway gate mitigations where such improvements are impacted and needed for the Project. Such lighting relocation and driveway gate mitigations shall be performed in compliance with the plans and specifications as approved by the City.

C. Consideration. The consideration for the L&L Remnant Parcel shall be the easements that the City receives as set forth in this MOU.

D. Title Commitment. The L&L Remnant Parcel may be appraised pursuant to federal requirements for federally funded road projects. L&L will have the option to obtain title insurance at L&L's expense through the Title Company. The City will cooperate in the process of L&L obtaining title insurance from the Title Company.

E. Closing Date and Closing Conditions.

1. The City and L&L will establish a mutually agreeable Closing Date for transfer of the L&L Remnant Parcel, and the closing for the transaction (the "**L&L Remnant Parcel Closing**") shall occur on the agreed-upon Closing Date. No cash payment to L&L shall be made by the City to L&L on the Closing Date because the consideration for the transaction is the easements described in this MOU which will be granted to the City.

2. The Parties agree that scheduling the L&L Remnant Parcel Closing is subject to the successful completion and approval of City Application PL2025-056 that is currently being processed by the City for granting setback modifications upon the L&L Parcel.

3. If the City determines an appraisal is required, the L&L Remnant Parcel Closing shall not occur until after the City has completed necessary real estate appraisals, which shall be reasonably and timely conducted in accordance with all applicable requirements for the Project.

F. Possession. Exclusive possession of the L&L Remnant Parcel shall be delivered to L&L on the Closing Date, subject only to permitted exceptions as established by the Title Insurance Policy.

G. Broker. The Parties hereby certify, represent and warrant, each to the other, they have not engaged, enlisted, employed, or otherwise made use of any real estate broker or salesperson in connection with this sale of the L&L Remnant Parcel. To the extent allowed by law, the Parties further promise to indemnify and hold the other harmless from any and all fees, costs and/or charges stemming from a broker or salesperson purporting to represent either Party in connection with such sale.

Section 3.3. Easements Granted to the City. The following shall be transferred to the City on or before the Closing Date:

A. Construction Easement at 708 SE Blue Parkway. L&L shall grant a temporary public access easement across the property at 708 SE Blue Parkway for the duration of the construction period of the Project for the purpose of allowing for a public detour traffic route during construction of the Project between Blue Parkway and 7th Terrace. The form of easement

shall be mutually acceptable to L&L and the City, and shall be approved as to form by the City Attorney's office.

B. Permanent Easement. L&L shall grant a permanent public access easement adjacent to Blue Parkway at the southwest corner of the L&L property, for the purpose of completing the road alignment according to the approved plans and specifications for the Project. The form of easement shall be mutually acceptable to L&L and the City, and shall be approved as to form by the City Attorney's office.

C. Consideration. The consideration for the easements granted by L&L in this Section is the transfer of the L&L Remnant Parcel to L&L as set forth in this MOU.

ARTICLE 4: GENERAL PROVISIONS

Section 4.1. Termination. The Parties acknowledge that the covenants in this MOU are necessary to allow for the Project to be successfully completed, and they agree that this MOU cannot be terminated by either Party after execution; provided, however, in the event that the City has not acquired the property which allows the City to transfer the L&L Remnant Parcel pursuant to this MOU, within two years after the date hereof, either party may terminate this MOU by written notice to the other. Further, this Agreement shall automatically terminate in the event that MHTC terminates the Cost Share Agreement.

Section 4.2. Default and Remedies. An Event of Default shall occur upon the failure by either Party in the performance of any covenant, agreement or obligation imposed or created by this MOU and the continuance of such failure for fifteen (15) days after the other Party, as applicable, has given written notice to such Party specifying such failure. Upon an Event of Default, a Party may take appropriate legally available enforcement actions.

Section 4.3. Notices. All notices required pursuant to this MOU shall be sent as follows:

To the City:

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

To L&L:

Thomas Craft, Trustee
706 SE Blue Parkway
Lee's Summit, MO 64063

With a copy to:

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

Section 4.4. Rights and Remedies Cumulative. The rights and remedies maintained by any Party under this MOU and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Any Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this MOU, notwithstanding availability of an adequate remedy at law, and any Party hereby waives the right to raise such defense in any proceeding in equity. In no event shall either party be liable for punitive, compensatory or other special damages.

Section 4.5. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this MOU shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 4.6. Effective Date and Term. This MOU shall become effective on the date this MOU has been fully executed by the Parties. This MOU shall remain in effect until all of the obligations set forth herein have been fulfilled by the Parties, after which they may mutually agree in writing that the MOU is deemed to be completed and terminated.

Section 4.7. Force Majeure. Notwithstanding anything to the contrary contained herein, neither Party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, pandemic, adverse market conditions, governmental shutdown or closure, breakdowns or malfunctions, interruptions or malfunction of computer facilities, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each Party agrees to make a good faith effort to perform its obligations hereunder.

Section 4.8. Modification. The terms, conditions, and provisions of this MOU can be neither modified nor eliminated except in writing and by mutual agreement among the Parties. Any modification to this MOU as approved shall be attached hereto and incorporated herein by reference.

Section 4.9. Jointly Drafted. The Parties agree that this MOU has been jointly drafted and shall not be construed more strongly against another Party.

Section 4.10. Applicable Law. This MOU shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 4.11. Validity and Severability. It is the intention of the Parties that the provisions of this MOU shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this MOU. Accordingly, if any provision of this MOU shall be deemed invalid or

unenforceable in whole or in part, this MOU shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this MOU in order to render the same valid and enforceable.

Section 4.12. Execution of Counterparts. This MOU may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 4.13. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or his or her designee without the necessity of any action by the City Council. The City Manager may seek the input from the City Council before granting any approval.

Section 4.14. L&L Approvals. Unless specifically provided to the contrary herein, all approvals of L&L hereunder may be given by [**PERSON**] or his or her designee.

Section 4.15. Electronic Transaction. The transactions described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 4.16. Entire Agreement. This MOU contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

CITY OF LEE'S SUMMIT, MISSOURI

[Seal]

By: _____
Mark Dunning, City Manager

ATTEST:

Trisha Arcuri, City Clerk

APPROVED AS TO FORM:

David Bushek,
Chief Counsel of Economic Development and Planning

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this ____ day of _____, 2025 before me appeared, Mark Dunning, who being, by me duly sworn, did say that he is the City Manager of the **CITY OF LEE’S SUMMIT, MISSOURI**, a charter city and political subdivision of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public
(SEAL)

My commission expires: _____

**Thomas Anthony Kraft and Mary Kathleen Kraft
as Trustees of the trust created by Trust
Agreement of Thomas Anthony Kraft, dated
April 11, 1990, as to an undivided 1/2 interest, and
Thomas Anthony Kraft and Mary Kathleen Kraft
as Trustees of the trust created by Trust
agreement of Mary Kathleen Kraft, dated April
11, 1990, as to an undivided 1/2 interest**

By: _____

Name: Thomas Anthony Craft

Title: Trustee

Date: March 27, 2025

Notary for Lawn & Leisure

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of March, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas Craft, as Trustee of the trust created by Trust Agreement of Thomas Anthony Kraft, dated April 11, 1990, as to an undivided 1/2 interest, and Thomas Anthony Kraft and Mary Kathleen Kraft as Trustees of the trust created by Trust agreement of Mary Kathleen Kraft, dated April 11, 1990, as to an undivided 1/2 interest, who is personally known to me to be the same person who executed the within instrument on behalf of said trust, and such person duly acknowledged the execution of the same to be the act and deed of such trust.

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:

EXHIBIT A
L&L PARCEL

[SEE ATTACHED DOCUMENT]

EXHIBIT A

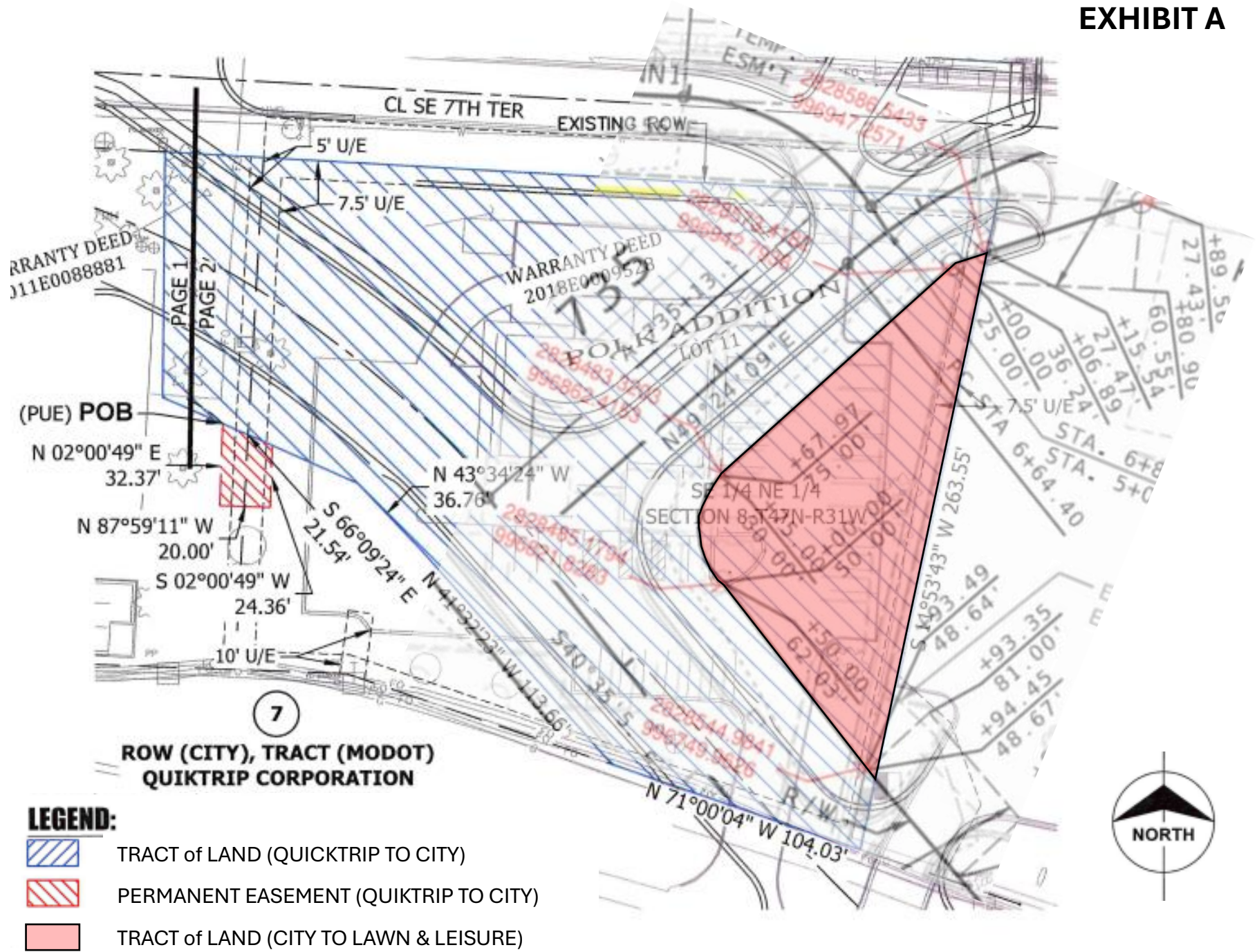


EXHIBIT B

**DESCRIPTION OF RIGHT-OF-WAY EASEMENTS
TO BE GRANTED TO THE CITY BY L&L**

[SEE ATTACHED DOCUMENT]

EXHIBIT A

NORTH 291 HIGHWAY AND 50 HIGHWAY

TRACT 4-A RIGHT-OF-WAYS

KRAFT THOMAS ANTHONY - TRUSTEE
706 SE BLUE PKWY & 708 SE BLUE PKWY
LEE'S SUMMIT, MO 64063
COUNTY PARCEL ID# 61-510-08-02-00-0-00-000

BEARINGS ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD-83

TWO RIGHT-OF-WAYS, BEING PART OF LOT 1, LAWN & LEISURE, A SUBDIVISION OF LAND AS RECORDED AT THE JACKSON COUNTY RECORDER OF DEEDS OFFICE AND BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 NORTH, RANGE 31 WEST, IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RIGHT-OF-WAY 1:

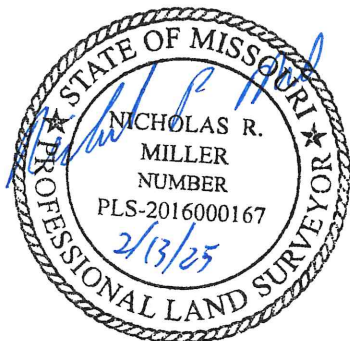
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, NORTH 87°49'26" WEST, 757.01 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 02°10'34" EAST, 274.45 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 1, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG THE WEST LINE OF SAID LOT 1, NORTH 11°53'43" EAST 39.18 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 42°21'02" EAST, 81.09 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 71°00'04" WEST, 66.31 FEET, TO THE POINT OF BEGINNING AND CONTAINS 1,289 SQUARE FEET, MORE OR LESS.

RIGHT-OF-WAY 2:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, NORTH 87°49'26" WEST, 757.01 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 02°10'34" EAST, 274.45 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1, NORTH 11°53'43" EAST, 240.80 FEET, TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, CONTINUING ALONG SAID WEST LINE, NORTH 11°53'43" EAST, 22.75 FEET, TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1, SOUTH 86°38'56" EAST, 56.80 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 72°51'27" WEST, 64.25 FEET, TO THE POINT OF BEGINNING AND CONTAINS 639 SQUARE FEET, MORE OR LESS.



NICHOLAS R. MILLER, PLS
LS 2016000167

POWELL CWM. INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123

EXHIBIT A
TRACT 4-A
TEMPORARY CONSTRUCTION EASEMENTS

KRAFT THOMAS ANTHONY - TRUSTEE
706 SE BLUE PKWY & 708 SE BLUE PKWY
LEE'S SUMMIT, MO 64063
COUNTY PARCEL ID# 61-510-08-02-00-0-00-000

BEARINGS ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD-83

TWO TEMPORARY CONSTRUCTION EASEMENTS, BEING PART OF LOT 1, LAWN & LEISURE, AND LOT 1, CHAPMAN PLAZA II, BOTH BEING SUBDIVISIONS OF LAND AS RECORDED AT THE JACKSON COUNTY RECORDER OF DEEDS OFFICE AND BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 47 NORTH, RANGE 31 WEST, IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT 1:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, NORTH 87°49'26" WEST, 757.01 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 02°10'34" EAST, 274.45 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 1, LAWN & LEISURE; THENCE ALONG THE WEST LINE OF SAID LOT 1, LAWN & LEISURE, NORTH 11°53'43" EAST, 39.18 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 42°21'02" EAST, 0.85 FEET, TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, NORTH 47°38'58" EAST, 32.34 FEET; THENCE SOUTH 42°21'02" EAST, 55.90 FEET; THENCE SOUTH 47°38'58" WEST, 32.34 FEET; THENCE NORTH 42°21'02" WEST, 55.90 FEET, TO THE POINT OF BEGINNING AND CONTAINS 1,808 SQUARE FEET, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT 2:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, NORTH 87°49'26" WEST, 757.01 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 02°10'34" EAST, 274.45 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 1, LAWN & LEISURE; THENCE ALONG THE WEST LINE OF SAID LOT 1, LAWN & LEISURE, NORTH 11°53'43" EAST, 240.80 FEET, TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, LEAVING SAID WEST LINE, NORTH 72°51'27" EAST, 64.25 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 1, LAWN & LEISURE; THENCE LEAVING THE NORTH LINE OF SAID LOT 1, LAWN & LEISURE, SOUTH 03°21'04" WEST, 33.82 FEET; THENCE NORTH 86°38'56" WEST, 61.88 FEET, TO A POINT ON SAID WEST LINE; THENCE ALONG SAID WEST LINE, NORTH 11°53'43" EAST, 11.45 FEET, TO THE POINT OF BEGINNING AND CONTAINS 1,368 SQUARE FEET, MORE OR LESS.



NICHOLAS R. MILLER, PLS
LS 2016000167

POWELL CWM. INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123

BEARINGS ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83.

LEGEND:



RIGHT-OF-WAY 1= 1,289± SQ.FT.



RIGHT-OF-WAY 2= 639± SQ.FT.



TEMPORARY CONSTRUCTION EASEMENT 1 = 1,808± SQ.FT.



TEMPORARY CONSTRUCTION EASEMENT 2 = 1,368± SQ.FT.

POB

POINT OF BEGINNING

POC

POINT OF COMMENCEMENT

X

REMOVE TREE

DND

DO NOT DISTURB

ROW

RIGHT-OF-WAY

TCE

TEMPORARY CONSTRUCTION EASEMENT

IEE

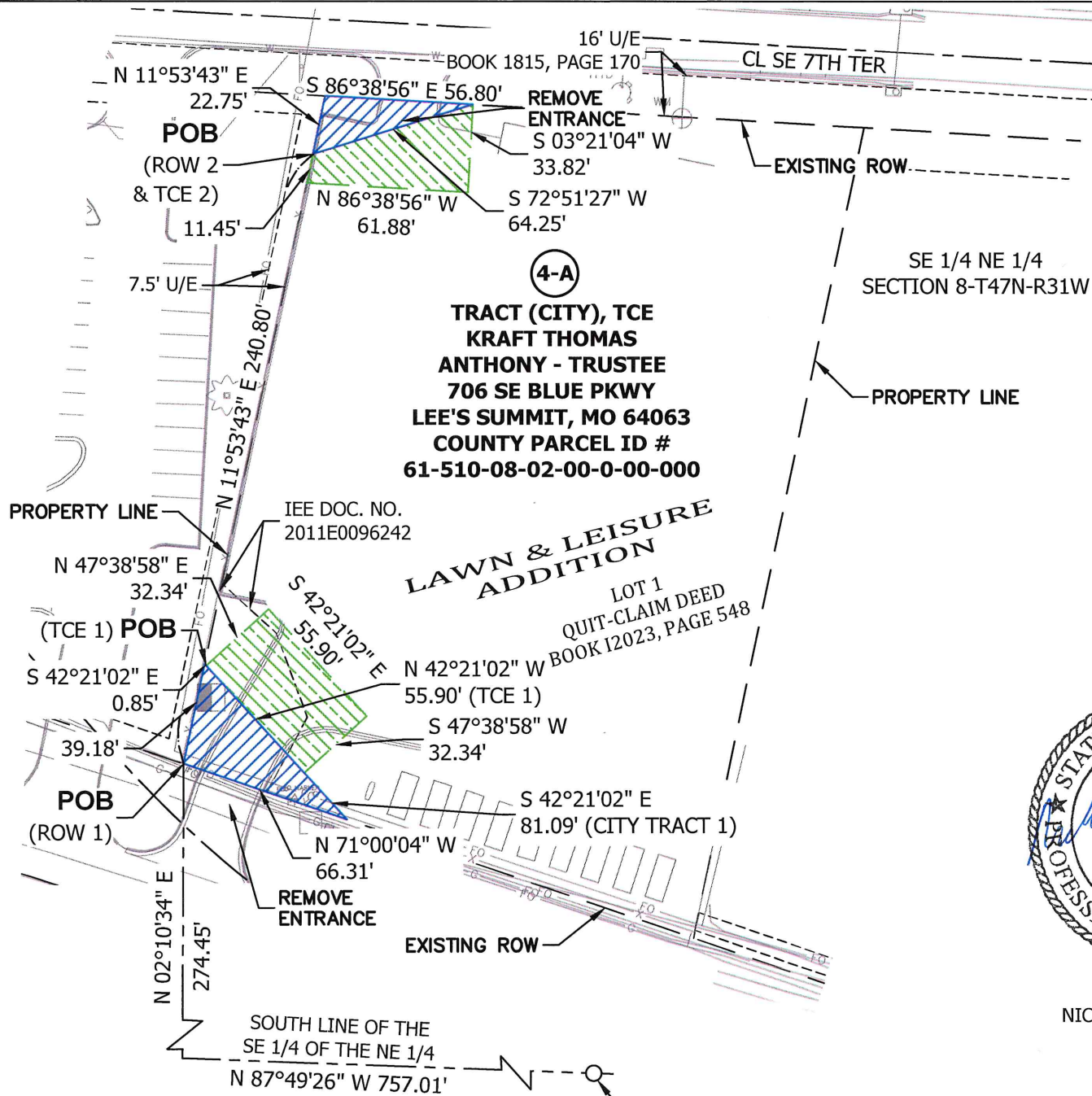
INGRESS/EGRESS EASEMENT

U/E

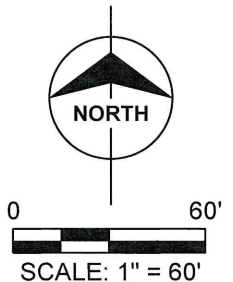
UTILITY EASEMENT

PUE

PERMANENT UTILITY EASEMENT



NICHOLAS R. MILLER, PLS
LS 2016000167



POWELL
CWM
ARCHITECTURE/ENGINEERING/SURVEYING

3200 S. State Route 291, Bldg. 1
Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificate of Authority
Land Surveying: MO 123 / KS 36

POC

FOUND 3.25" DNR MONUMENT
AT THE EAST QUARTER CORNER
OF SECTION 8-T47N-R31W
CORNER FORM DOCUMENT NO. 600-105613

EXHIBIT B

FOR: THE CITY OF LEE'S SUMMIT, MO

PROJECT: 291 HWY & 50 HWY

OWNER: KRAFT THOMAS ANTHONY - TRUSTEE

ADDRESS: 706 SE BLUE PKWY

DATE: AUGUST 29, 2024; REV. OCT. 18, 2024

EXHIBIT C
COST SHARE AGREEMENT

[SEE ATTACHED DOCUMENT]

CCO Form: FS08
Approved: 03/04 (BDG)
Revised: 03/17 (MWH)
Modified: 08/21 (MWH)

Route 291, Jackson County
Project No. J4P3196
City of Lee's Summit
Agreement No. 2021-03-61790

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Lee's Summit (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on December 10, 2020, the Cost Share Committee approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement, and

WHEREAS, on April 14, 2021, the Cost Share Committee approved the Entity's modified estimate to the Cost Share Program subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the Entity in the cost of the Commission's Project J4P3196 . The project's improvements (hereinafter, "Interchange Project") include bridge replacement, grading, paving, drainage, signing, sidewalks, and intersection improvements on MO 291 over US 50. The parties' responsibilities with respect to the Entity taking ownership and maintenance of portions of Blue Parkway are outlined in a separate Missouri Highways and Transportation Commission Relinquishment Agreement (hereafter, referred to as "Relinquishment Agreement") (Agreement No. 2021-04-62568) between the parties. If the Entity fails to enter into the above mentioned Relinquishment Agreement accepting ownership and maintenance of portions of Blue Parkway then the Commission is under no obligation to continue with the Interchange Project.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

MO 291, beginning at Log Mile 31.502 and ending at approx. Log Mile 31.692. The length of the project of the improvement along centerline MO 291 being 0.20 miles.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(6) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(8) INTERCHANGE PROJECT IMPROVEMENT CONTINGENT UPON FACILITY PROJECT: Concurrent with the Interchange Project by the parties, the Entity agrees to construct the Missouri State Highway Patrol Facility (hereinafter, "Facility Project").

(A) The Entity shall be one hundred percent (100%) responsible for all costs for the Facility Project currently estimate at eight million, one hundred thirteen thousand dollars (\$8,113,000), at no cost to the Commission whatsoever, except for the right-of-way to be donated by the Commission and the Office of Administration/Missouri State Highway Patrol. Upon Commission Approval the Commission will donate parcels described herein and illustrated in "Exhibit C", which is attached hereto and made part hereof.

(B) Upon Commission Approval the Commission will donate right-of-way parcels valued at two million twelve thousand eight hundred ninety-seven dollars (\$2,012,897) for the Facility Project and Interchange Project. The right-of-way parcels are described in "Exhibit C". The Office of Administration and/or Missouri State Highway Patrol is anticipated to donate right-of-way valued at one million four thousand three hundred and eight-seven dollars (\$1,004,387) for the Interchange Project. This

Agreement is contingent on legislative approval for the State of Missouri to convey land owned by the State of Missouri to the Entity. The Entity is solely responsible for this legislative action.

(C) The parties agree that the construction of the Interchange Project pursuant to this Agreement is contingent upon the Entity completing the construction of the Facility Project. The Entity shall construct the Facility Project no later than February 1, 2024. If the Entity fails to complete the Facility Project prior to February 1, 2024, the Commission is under no obligation to complete work on the Interchange Project. The Commission reserves the right in its sole discretion to delay, suspend or terminate work on the Interchange Project. The Entity agrees to pay all costs incurred by the Commission for the Interchange Project, excluding Commission staff time, including but not limited to Commission costs for preliminary engineering, right-of-way cost, utility costs and construction delays.

(9) PROJECT RESPONSIBILITIES FOR THE INTERCHANGE PROJECT: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Entity shall be responsible for preliminary engineering. This includes preparation of the detailed construction plans and project specifications, the solicitation and contract management for the design consultant, the environmental review, and right-of-way plans and utility coordination, if needed. The plans shall be prepared in accordance with and conform to Commission requirements and follow the Local Public Agency (**LPA**) process. Said plans shall not be changed in concept or scope without prior written approval of the Commission.

(B) The Entity shall acquire right-of-way in accordance with Commission requirements and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. If utility relocations are needed, the Entity shall be responsible for coordinating utility relocations.

(C) The Commission will assist with project management for preliminary engineering. The design consultant and Entity shall work directly with the Commission's Kansas City (KC) District Project Manager to ensure the project meets purposes and need, schedule, intended scope and budget. The KC District Project Manager will provide an example of scope of services and review and provide recommendations for approval of the final scope of services. The Commission will provide representatives to assist with scoring for the consultant.

(D) The Commission will provide preliminary engineering review and right-of-way review.

(E) The Commission will be responsible for letting the work for the Interchange Project which includes advertising the project for bids and awarding the

construction contract. The Commission will solicit bids for the project in accordance with plans developed by the Entity and approved by the Commission.

(F) The Commission will be responsible for construction engineering, which includes administration of the construction contract, change orders and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(G) The Entity shall provide the survey and legal descriptions required for the conveyances of Blue Parkway from the Commission to the Entity . The survey and legal descriptions shall be submitted with the design plans.

(10) FINANCIAL RESPONSIBILITIES FOR THE INTERCHANGE PROJECT:
With regard to work under this Agreement, the Entity agrees as follows:

(A) The Interchange Project cost is currently estimate at twenty one million nine hundred nine thousand fifty seven dollars (\$21,909,057) and will include preliminary engineering, preliminary engineering review, right-of-way acquisition, right-of-way review, right-of-way incidentals, utilities, construction and construction engineering . The details of the estimated cost breakdown are listed below and in "Exhibit B", which is attached hereto and made part hereof.

(B) The Entity shall be responsible for forty five percent (45%) of the Interchange Project cost. The current estimate of the Entity's responsibilities is nine million eight hundred ninety-eight thousand twenty-eight dollars (\$9,898,028). The Entity shall receive a credit for preliminary engineering, right-of-way acquisition, right-of-way incidentals and utility costs paid by the Entity currently estimated at four million five hundred ninety-five thousand six hundred sixty-five dollars (\$4,595,665). Upon the Commission's receipt of documentation of actual cost incurred and paid by the Entity towards the Entity's share of the preliminary engineering, the amount to be deposited by the Entity hereunder shall be reduced by the amount of the credit described in the foregoing sentence, specifically the amount of four million five hundred ninety-five thousand six hundred sixty-five dollars (\$4,595,665). As a result of the credit for the preliminary engineering, right-of-way acquisition, right-of-way incidentals, and utility costs, the Entity shall remit a check in the amount of five million three hundred two thousand three hundred sixty-three dollars (\$5,302,363) to cover estimated construction and inspection costs no later than five (5) days prior to the Commission's advertisement of the project for bids. The check should be made payable to the *Missouri Highway and Transportation Commission – Local Fund*. If the Entity fails to make any of the required deposits, the Commission is under no obligation to continue with the Interchange Project.

(C) The Commission will pay for fifty-five percent (55%) of the Interchange Project, not to exceed twelve million eleven thousand and twenty nine dollars (\$12,011,029). Of this amount, the Commission will provide ten million, seven hundred five thousand, four hundred and seven dollars (\$10,705,407. from the Commission's Cost Share program, of which, three million eight hundred forty-four thousand, seven hundred

and eighty-five dollars (\$3,844,785) is available in State Fiscal Year 2022, four million eight hundred sixty thousand six hundred and twenty-two dollars (\$4,860,622) is available in State Fiscal Year 2023, and two million dollars (\$2,000,000) is available in State Fiscal Year 2024. The remaining one million three hundred five thousand six hundred twenty-two dollars (\$1,305,622) will be funded from the operating budget and the Statewide Transportation Improvement Plan (STIP) budget.

(D) The Entity shall be responsible for the balance of the Interchange Project in excess of twenty one million nine hundred nine thousand fifty seven dollars (\$21,909,057). The Entity shall be responsible for any overruns.

(E) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction cost amount, the Entity, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the Entity payment is due, it shall notify the entity of the new due date in writing, which shall be binding immediately upon the Entity's receipt of the written notice. The check must be made payable to the *Director of Revenue – Credit Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the Entity fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the Entity by the extended due date. If the Commission makes a contingent award of the contract and the Entity fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(F) The Entity agrees to review the bids for purposes of awarding the Commission's construction contract. If the lowest responsive bid is greater than five percent (5%) above the engineers estimate, then the Commission may not award said construction contract unless the Entity concurs in such award. The Entity shall provide concurrence within three (3) business days of the bid opening by the Commission. Failure of the Entity to respond within three (3) business days of the bid opening by the Commission shall be construed as concurrence by the Entity.

(11) COMMINGLING OF FUNDS: The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *Local Fund* and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the Entity for this project, the Entity, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the Interchange

project, any excess funds or interest credited to the Entity shall be refunded to the Entity based on its pro rata share of the investment.

(12) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(15) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(17) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(18) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(19) NO ADVERSE INFERENCE: This Agreement shall not be construed more

strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(20) ENTIRE AGREEMENT: This Agreement and the Relinquishment Agreement reference herein represent the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(21) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(22) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: District Engineer
600 NE Colbern Road
Lee's Summit, MO 64086

Entity to: City of Lee's Summit
Attn: Public Works Director
220 SE Green Street
Lee's Summit, MO 64063

or to such other place as the parties may designate in accordance with this Agreement.

(23) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(24) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's Kansas City District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's KC District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on Following Page

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity on _____ 2022-01-03 | 12:20 PM CST 2021.

Executed by the Commission on _____ 2022-01-10 | 12:55 PM CST 2021.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

DocuSigned by:
Eric E. Schroeter
5E8CCFE9B29E499

Title Assistant Chief Engineer

ATTEST:

DocuSigned by:
Bonita Horton
A4666CD7996249B...

Secretary to the Commission

Approved as to Form:

DocuSigned by:
Megan L. Waters-Hamblin
BA34EE9EE9E5407

Commission Counsel

CITY OF LEE'S SUMMIT

DocuSigned by:
William A Baird
57FBA866BA574F6

By
Title Mayor

ATTEST:

DocuSigned by:
Trisha Fowler Arcuri
F06AC5F5E66845B...

By
Title City Clerk

Approved as to Form:

DocuSigned by:
Brian Head
3DA879F2EF2E4E2

Title: City Attorney

Ordinance No 9303

EXHIBIT A

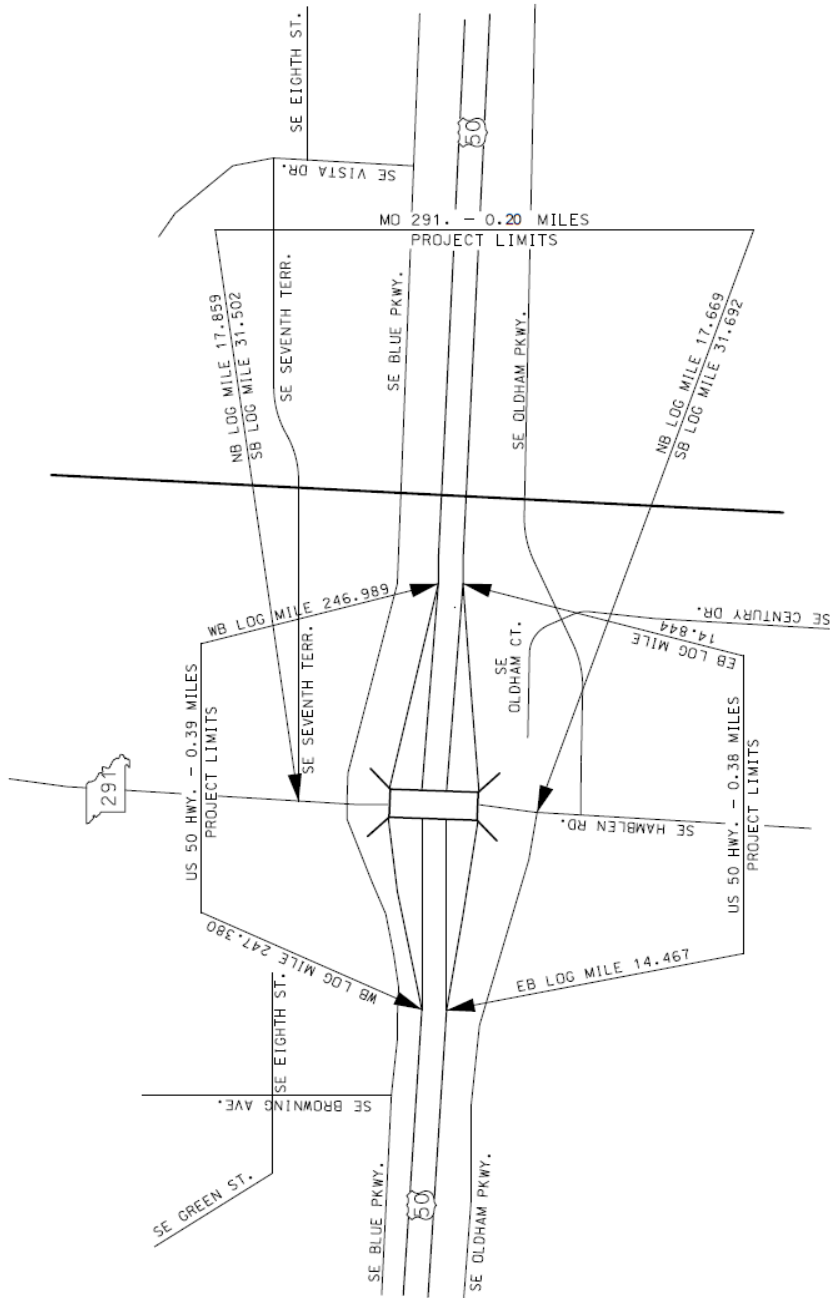


EXHIBIT A
MO 291 AND US 50 HWY.
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

NOT TO SCALE

EXHIBIT B

Description: MO 291 at US 50 - Bridge, roadway and intersection improvements from SE Oldham Rd to SE 7th Terrace

Local Entity: City of Lee's Summit

Financial Responsibilities (Interchange Project):

	Current Estimate
Preliminary Engineering (Consultant)	\$2,401,165.00
ROW Acquisition	\$1,870,000.00
ROW Incidentals	\$17,000.00
Utilities	\$307,500.00
Sub Total (credit)	\$4,595,665.00

Preliminary Engineering Review (MoDOT)	\$15,000.00
Right-of-Way Review (MoDOT)	\$10,000.00
Construction	\$16,007,770.00
Construction Engineering (MoDOT)	\$1,280,622.00
Total	\$21,909,057.00

Interchange Project Responsibilities:

Design	Entity
Right-of-Way	Entity
Letting	Commission
Inspection	Commission

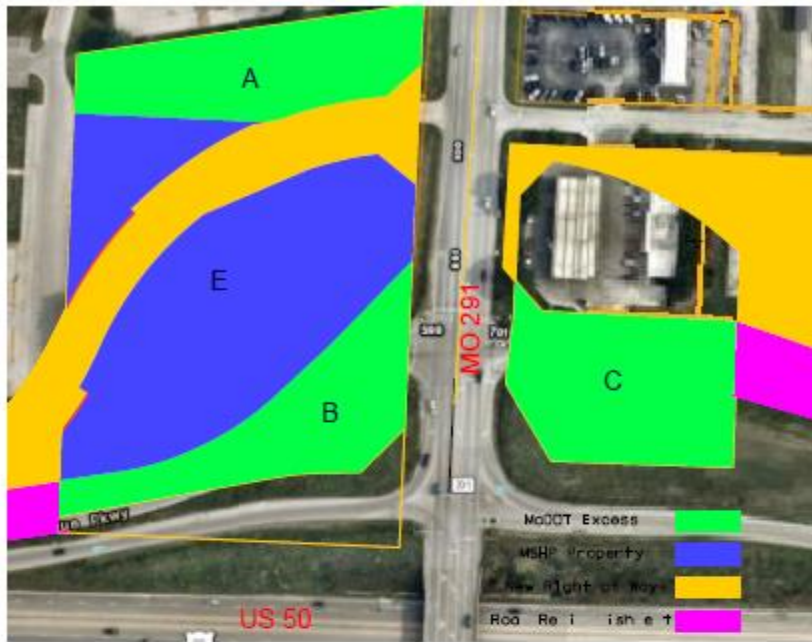
Project Breakdowns:

	Interchange Project	Facility Project	Facility Project + Interchange Project
Commission Cost Share Funds	\$10,705,407.00	\$0.00	\$10,705,407.00
Commission KC District STIP funds	\$1,305,622.00	\$0.00	\$1,305,622.00
Commission Value of Donated ROW*	\$0.00	\$2,012,897.00	\$2,012,897.00
Entity	\$9,898,028.00	\$8,113,000.00	\$18,011,028.00
OA/MSHP Value of Land Donated	\$0.00	\$1,004,387.00	\$1,004,387.00
Total	\$21,909,057.00	\$11,130,284.00	\$33,039,341.00

How are overruns and underruns handled?

The Entity shall be responsible for the balance of the Interchange Project in excess of twenty one million nine hundred nine thousand fifty seven dollars (\$21,909,057). Upon completion of the Interchange project, any excess funds or interest credited to the Entity shall be refunded to the Entity based on its pro rata share of the investment. The Entity is solely responsible for the Facility Project.

EXHIBIT C

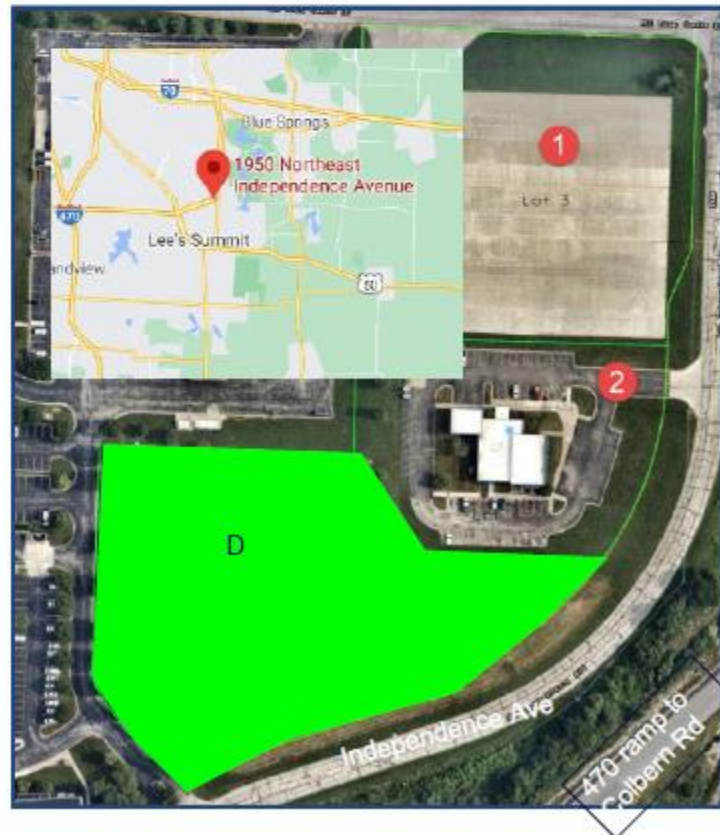


MoDOT donated property
State of MO/MSHP land

Parcels
A - North of MSHP site
\$327,139
B- OR Area - West
\$282,958
C - OR Area -East
\$332,800
D - New MSHP site
\$1,070,000

Total Value \$2,012,897

E - Existing MSHP site
\$1,004,384



BILL NO. 21-247

ORDINANCE NO. 9303

AN ORDINANCE APPROVING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR STATE PROJECT NUMBER J4P3196 FOR THE 291 NORTH AND HIGHWAY 50 INTERCHANGE PROJECT.

WHEREAS, THE City of Lee's Summit applied to the Missouri Highways and Transportation Commission's (the "**Commission**") Cost Share Committee for participation in the Commission's Cost Share Program for improvements to the interchange at Highway 291 North and Highway 50, including re-alignment of Blue Parkway, to expand capacity, promote economic development and enhance traffic safety in and around the interchange (the "**Project**"); and,

WHEREAS, the Commission, as the legislative body for the Missouri Department of Transportation ("**MoDOT**"), approved the City's submittal of the Project for Surface Transportation Program federal funding; and,

WHEREAS, on March 3, 2021, MoDOT delivered notice to the City that the Cost Share Committee approved the City's application for the Interchange Project in an amount that has increased to \$10.7 million from state sources, contingent upon the City funding the replacement facility for the Missouri State Highway Patrol facility to a new location in the City; and,

WHEREAS, an Agreement between the City and MoDOT is necessary to memorialize the mutual covenants, promises and representations for the Interchange Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The Missouri Highways and Transportation Commission Cost Share Agreement which is attached hereto as Exhibit A and incorporated herein by reference (the "**Agreement**"), is hereby approved and the Mayor is authorized and directed to execute the Agreement in substantial compliance with the attached Agreement.

SECTION 2. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the Agreement.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

BILL NO. 21-247

ORDINANCE NO. 9303

PASSED by the City Council of the City of Lee's Summit, Missouri, this 14th day of December, 2021.

ATTEST:

Trisha Fowler Arcuri
City Clerk Trisha Fowler Arcuri



William A. Baird
Mayor William A. Baird

APPROVED by the Mayor of said city this 15th day of December, 2021.

William A. Baird
Mayor William A. Baird

ATTEST:

Trisha Fowler Arcuri
City Clerk Trisha Fowler Arcuri



APPROVED AS TO FORM:

Brian W. Head
City Attorney Brian W. Head

EXHIBIT D
ROAD RELINQUISHMENT AGREEMENT

[SEE ATTACHED DOCUMENT]

CCO FORM: RW27
Approved: 06/97 (DPP)
Revised: 11/19 (BDG)
Modified:

Route 291, Jackson County
Project No. J4P3196
City of Lee's Summit
Cost Share Agreement No. 2021-03-61790
Consultant Services MOU No. 2020-05-57489
Relinquishment Agreement No. 2021-04-62568

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION ROAD RELINQUISHMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission ("Commission") and the City of Lee's Summit ("Agency").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to relinquish a portion of the state highway system to the agency.

(2) WORK BY COMMISSION: Prior to any relinquishment or conveyance of the herein state highway to the Agency, the Commission shall perform the following:

Work performed in conjunction with MoDOT Project J4P3196 and under Cost Share Agreement 2021-03-61790. Project J4P3196 will be responsible for producing the required signed and sealed Exhibit(s) A – Property Description(s) as well as any Signed and Sealed Survey(s). Survey activities shall meet Missouri's survey standards. Four (4) copies of these surveys will be provided to the Missouri Highways and Transportation Commission (MHTC) in a format/media suitable for recording with the Jackson County Recorder of Deeds, (1) Original Property Description Exhibit A on the MoDOT provided form. The Survey(s) are to be provided in the following manner: two (2) copies on paper and two (2) copies on Mylar.

(3) WORK BY AGENCY: Prior to any relinquishment or conveyance of the herein state highway to the Agency, the Agency shall perform the following:

Upon completion of work and Commission execution of the deeds, the City of Lee's Summit will execute the appropriate Acceptance of Conveyance documents.

(4) LOCATION: The general location of the highway to be conveyed is as follows:

There are two segments of the North Outer Road (NOR) US-50, also known as SE Blue Parkway. Segment I is from the easterly limits of the Roundabout located at SW Jefferson St. at Station 690+00.00 to the west side of the MO-291 NOR Interchange at Station 728+21.85, which is 3,8221 linear feet in length or 0.72 miles. Also, Segment II from the east side of the MO-291 NOR Interchange at Station 729+23.890 to the westside of the SE Todd George Pkwy NOR Interchange at Station 794+00.00 which is 6,476 linear feet in length or 1.22 miles.

(5) RELINQUISHMENT: Upon completion of the work as specified in paragraph (2), the Commission shall convey to the Agency the portion of the State Highway which is the subject of this Agreement by a quitclaim deed releasing any and all interest the Commission has in the above-described property. The exact legal description of the highway shall appear in the quitclaim deed. The Agency agrees to accept the deed from the Commission. The deed shall be filed with the office of the recorder of deeds in the county where the highway is located.

(6) CLAUSES IN THE DEED: The following clauses will be included in the quitclaim deed from the Commission to the Agency, where the Commission is referred to as "Grantor" and the Agency is referred to as "Grantee":

The Grantee, by acceptance of this conveyance, covenants and agrees for itself, its successors, and assigns to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

This conveyance is made upon the express condition that Grantee, himself, his heirs, successors, and assigns shall have no right of direct access from the land herein conveyed to the adjacent highway now known as Route US 50 Hwy. The Grantor reserves all such rights of direct access.

This conveyance is made upon the express condition that Grantee, himself, his heirs, successors, and assigns shall have no right of direct access from the land herein conveyed to the adjacent highway now known as Route MO 291, excluding such rights of direct access being designed and engineered with Project J4P3196 which Grantor reserves.

By conveyance through this quitclaim deed, the Missouri Highways and Transportation Commission makes no claim to the resulting title of the above-described property and is merely releasing whatever interest it has to the Grantee.

(7) MAINTENANCE BY COMMISSION: Prior to the conveyance of the highway, the Commission shall maintain the highway as part of the state highway system. Upon conveyance of the highway to the Agency, the Commission's responsibility to maintain the highway shall cease, and the highway will no longer be considered a part of the state highway system.

(8) MAINTENANCE BY AGENCY: Upon conveyance by the Commission as shown by the date on the quitclaim deed, the Agency shall maintain the highway as part of the Agency's system.

(9) COMMISSION REPRESENTATIVE: The Commission's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(10) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Agency shall comply with all state and federal laws and regulations relating to the performance of this Agreement.

(11) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed, and empowered to execute this Agreement.

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Agency this 2024-03-29 | 9:11 AM CDT (Date).

Executed by the Commission this 2024-04-01 | 3:37 PM CDT (Date).

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

DocuSigned by:
Eric E. Schroeter
5E8CCFE9B29E499
Eric Schroeter

Title: Assistant Chief Engineer

ATTEST:

DocuSigned by:
Penula Hinton
A4666CD7996249B...
Secretary to the Commission

Approved as to Form:

DocuSigned by:
Alicia C. O'Connell
3AD7CAEC06304D4...
Alicia O'Connell

Commission Counsel

City of Lee's Summit

DocuSigned by:
William A. Baird
57FDBA866BA574F6...
By: William A. Baird

Title: Mayor

ATTEST:

DocuSigned by:
Trisha Fowler Arcuri
E06AC5E5E66845B...
By: Trisha Fowler Arcuri

Title City Clerk

Approved as to Form:

DocuSigned by:
Brian Head
3DA079F2FE2E4E2...
Brian Head

Title City Attorney

Bill No. 21-247
Ordinance No. 9303

BILL NO. 21-247

ORDINANCE NO. 9303

AN ORDINANCE APPROVING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR STATE PROJECT NUMBER J4P3196 FOR THE 291 NORTH AND HIGHWAY 50 INTERCHANGE PROJECT.

WHEREAS, THE City of Lee's Summit applied to the Missouri Highways and Transportation Commission's (the "**Commission**") Cost Share Committee for participation in the Commission's Cost Share Program for improvements to the interchange at Highway 291 North and Highway 50, including re-alignment of Blue Parkway, to expand capacity, promote economic development and enhance traffic safety in and around the interchange (the "**Project**"); and,

WHEREAS, the Commission, as the legislative body for the Missouri Department of Transportation ("**MoDOT**"), approved the City's submittal of the Project for Surface Transportation Program federal funding; and,

WHEREAS, on March 3, 2021, MoDOT delivered notice to the City that the Cost Share Committee approved the City's application for the Interchange Project in an amount that has increased to \$10.7 million from state sources, contingent upon the City funding the replacement facility for the Missouri State Highway Patrol facility to a new location in the City; and,

WHEREAS, an Agreement between the City and MoDOT is necessary to memorialize the mutual covenants, promises and representations for the Interchange Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The Missouri Highways and Transportation Commission Cost Share Agreement which is attached hereto as Exhibit A and incorporated herein by reference (the "**Agreement**"), is hereby approved and the Mayor is authorized and directed to execute the Agreement in substantial compliance with the attached Agreement.

SECTION 2. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the Agreement.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

BILL NO. 21-247

ORDINANCE NO. 9303

PASSED by the City Council of the City of Lee's Summit, Missouri, this 14th day of December, 2021.

ATTEST:

Trisha Fowler Arcuri
City Clerk Trisha Fowler Arcuri



William A. Baird
Mayor William A. Baird

APPROVED by the Mayor of said city this 15th day of December, 2021.

William A. Baird
Mayor William A. Baird

ATTEST:

Trisha Fowler Arcuri
City Clerk Trisha Fowler Arcuri



APPROVED AS TO FORM:

Brian W. Head
City Attorney Brian W. Head

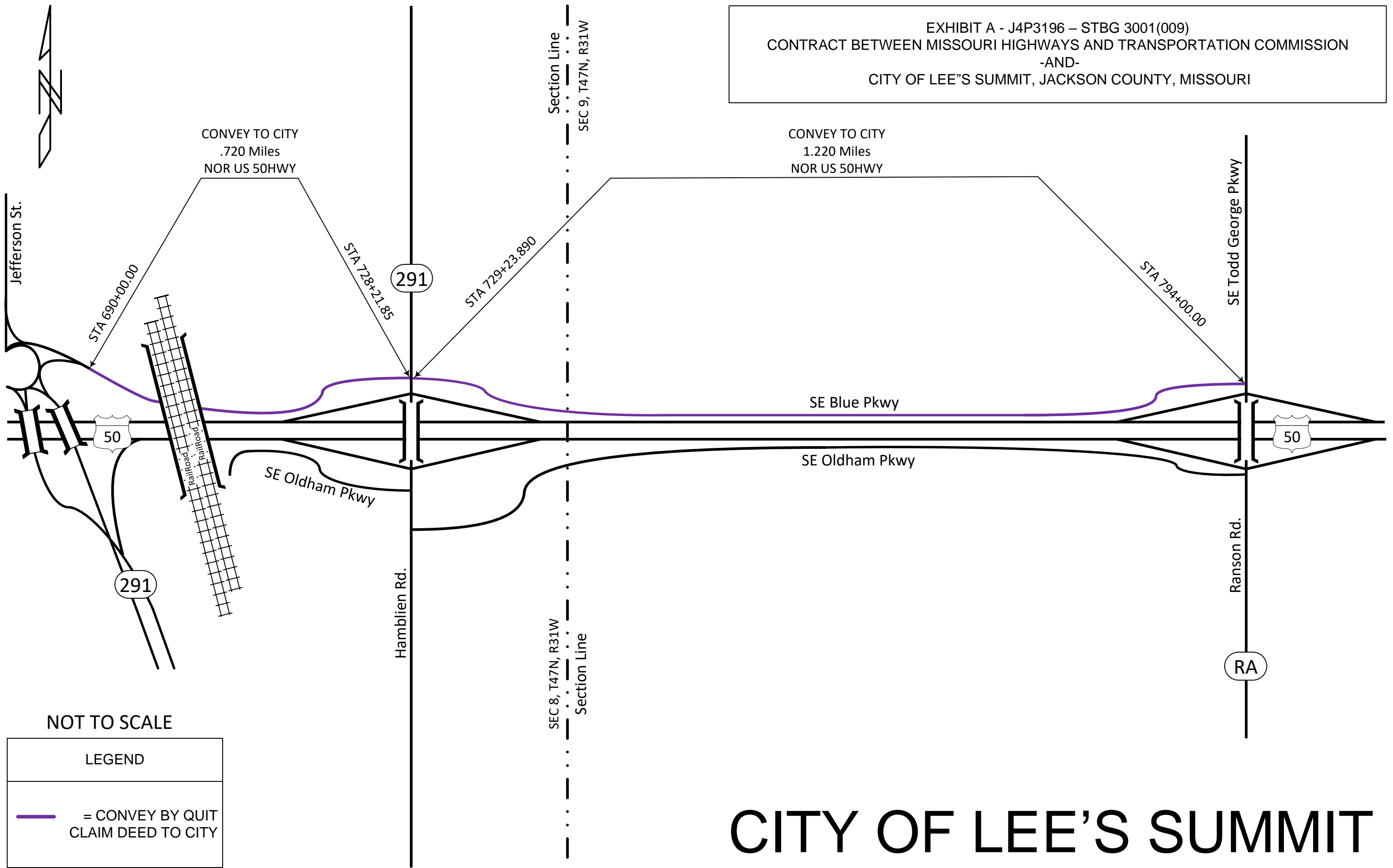


EXHIBIT A - J4P3196 – STBG 3001(009)
CONTRACT BETWEEN MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
-AND-
CITY OF LEE’S SUMMIT, JACKSON COUNTY, MISSOURI

NOT TO SCALE

LEGEND

 = CONVEY BY QUIT CLAIM DEED TO CITY

CITY OF LEE’S SUMMIT

Certificate Of Completion

Envelope Id: AB1DD667DB8C46ACA1B5751F455EE883

Status: Completed

Subject: Complete with DocuSign: 2021-04-62568.pdf

Source Envelope:

Document Pages: 7

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

David Bower

AutoNav: Enabled

1860 Michael Faraday Drive

Envelopeld Stamping: Enabled

Suite 100

Time Zone: (UTC-06:00) Central Time (US & Canada)

Reston, VA 20190

David.Bower@modot.mo.gov

IP Address: 168.166.80.221

Record Tracking

Status: Original

Holder: David Bower

Location: DocuSign

3/18/2024 8:26:05 AM

David.Bower@modot.mo.gov

Signer Events

Brian Head

brian.head@cityofls.net

City Attorney

Security Level: Email, Account Authentication
(Optional)**Signature**

DocuSigned by:

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Using IP Address: 23.228.148.114**Timestamp**

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Viewed: 3/24/2024 1:53:20 PM

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Electronic Record and Signature Disclosure:

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ID: 0f1f8a4f-1723-413f-90a1-7113f3e26e26

William A. Baird

wbaird@cityofls.net

Mayor

Security Level: Email, Account Authentication
(Optional)

DocuSigned by:

57FBA866BA574F6...Signature Adoption: Pre-selected Style
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Signed using mobile

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ID: d281f33a-fb55-4227-9213-55139147203b

Trisha fowler Arcuri

Trisha.FowlerArcuri@cityofls.net

City Clerk

Security Level: Email, Account Authentication
(Optional)

DocuSigned by:

F06AC5F5E66845B...Signature Adoption: Pre-selected Style
Using IP Address: 12.187.238.227

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Signed: 3/29/2024 9:11:20 AM

Electronic Record and Signature Disclosure:

Accepted: 3/29/2024 9:11:05 AM

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Alicia C. O'Connell

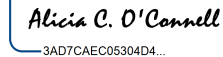
Alicia.OConnell@modot.mo.gov

Regional Counsel

Missouri Department of Transportation

Security Level: Email, Account Authentication
(Optional)

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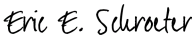
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Signed: 4/1/2024 3:19:19 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Eric E. Schroeter Eric.Schroeter@modot.mo.gov Assistant Chief Engineer Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)	<div> DocuSigned by:  5F8CCFE9B29E499... </div> Signature Adoption: Pre-selected Style Using IP Address: 168.166.80.221	Sent: 4/1/2024 3:19:20 PM Viewed: 4/1/2024 3:33:49 PM Signed: 4/1/2024 3:33:56 PM

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Pamela Harlan pamela.harlan@modot.mo.gov Secretary to the Commission Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)	<div> DocuSigned by:  A4666CD7996249B... </div> Signature Adoption: Uploaded Signature Image Using IP Address: 168.166.80.221	Sent: 4/1/2024 3:33:57 PM Viewed: 4/1/2024 3:37:03 PM Signed: 4/1/2024 3:37:08 PM
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
JODIE PUHR JODIE.PUHR@modot.mo.gov Transportation Project Manager MoDOT Security Level: Email, Account Authentication (Optional)	<div>COPIED</div>	Sent: 4/1/2024 3:37:10 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	4/1/2024 3:37:08 PM
Completed	Security Checked	4/1/2024 3:37:10 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

**Missouri Highways and Transportation Commission
DocuSign, Inc. Express Electronic Signature Agreement**

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

- 1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.
- 2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).
- 3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.
- 4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.
- 5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign,.
- 6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.
- 7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at mhtc@modot.mo.gov or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.
- 8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

of their intent to cancel this agreement.

By checking the I Agree button, I confirm that:

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.
2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.
3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.