

**DEVELOPMENT AGREEMENT BETWEEN STREETS OF WEST PRYOR, LLC,
AND THE CITY OF LEE'S SUMMIT, MISSOURI,
FOR THE STREETS OF WEST PRYOR DEVELOPMENT**

THIS AGREEMENT (“**Agreement**”) is made this ____ day of _____, 2019, by and between Streets of West Pryor, LLC, a Limited Liability Company (the “**Developer**”), and the City of Lee’s Summit, Missouri, a municipal corporation (“**City**”).

WHEREAS, on December 18, 2018, the City Council concluded a public hearing for Application #PL2018098, for Preliminary Development Plan of approximately 72.73 acres and rezoning from R-1 to PMIX, of approximately 10.93 acres more or less acres of land generally lying at the northwest corner of NW Pryor Road and NW Lowenstein Drive, on property legally described in **Exhibit A** (“**Property**”), which will be developed as the Streets of West Pryor (“**Development**”) as shown in **Exhibit B**, a map of the Preliminary Development Plan;

WHEREAS, following the public hearing for the Development, the Council voted to approve the application for the Development subject to the Developer entering into a development agreement with the City to provide for the certain Improvements, as defined below, necessary for the Development;

WHEREAS, in satisfaction of the City Council's condition of approval, the Developer and the City now desire to enter into this Agreement;

WHEREAS, the parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the public services provided by the City and other public jurisdictions and on facilities that are constructed and maintained by the City and other public jurisdictions; and

WHEREAS, the parties have freely negotiated in good faith and this Agreement reflects the desires of the parties.

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

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

“**Access Management Code**” means the Lee’s Summit Access Management Code approved by the City Council on April 12, 2018 through the adoption of Ordinance No. 8383.

“**Certificate of Final Acceptance**” shall have the meaning assigned in Section 1027 of the Design and Construction Manual as adopted by the City.

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

“Certificate of Substantial Completion” shall have the meaning assigned Section 1027 of the Design and Construction Manual as adopted by the City.

“City Engineer” shall mean the City Engineer or their designated representative.

“Developer” shall mean Streets of West Pryor, LLC, or its successors and assigns in development of the Property. The parties acknowledge that the City will initially own the property that is the subject of this Agreement pursuant to the incentives approved by the City under Chapter 100 of the Revised Statutes of Missouri.

“Effective Date” means the date of this Agreement as written on page 1.

“Improvements” shall mean the improvements described in the following defined terms that are to be financed, designed, engineered, and constructed by the Developer in the manner set forth in this Agreement:

“Park Improvements” means those improvements set forth in the Memorandum of Understanding which is attached to this Agreement as **Exhibit B**.

“Phase 1 Traffic Improvements” means:

- (a) Traffic Signal installation at Lowenstein Drive and Pryor Road with fiber interconnect to the traffic signals along Pryor Road at Summit Woods Crossing and Chipman Road.
- (b) Improvements to Black Twig Lane, that exhibit an urban section in compliance with the unimproved road policy as generally shown on the Preliminary Development Plan.
- (c) Improvements to Lowenstein Drive, that exhibit a three-lane urban section with medians, east and/or westbound left-turn lanes at proposed driveways and intersections, a westbound right-turn lane at the proposed driveway immediately west of Pryor Road and two dedicated eastbound left-turn lanes with approximately 150 feet of storage each plus taper at Pryor Road as generally shown on the Preliminary Development Plan.
- (d) Southbound right-turn lane along Pryor Road at proposed right-in/right-out driveway between Summit Woods Crossing and Lowenstein Drive with at least 150 feet of storage plus taper in accordance with the Access Management Code.
- (e) Southbound right-turn lane along Pryor Road at Lowenstein Drive with at least 200 feet of storage plus taper in accordance with the Access Management Code.

“Phase 2 Traffic Improvements” means:

- (a) Southbound right-turn lane along Pryor Road at Summit Woods Crossing with at least 150 feet of storage plus taper in accordance with the Access Management Code.
- (b) Northbound left-turn lane along Pryor Road at Summit Woods Crossing with at least 250 feet of storage plus taper in accordance with the Access Management Code.
- (c) Two Eastbound left-turn lanes along Summit Woods Crossing at Pryor Road with combined storage of at least 400 feet plus taper in accordance with the Access Management Code. The eastbound approach to this intersection shall also include at least one westbound (ingress) lane and one eastbound (egress) lane for thru/right-turn traffic. The eastbound approach to this intersection shall not have access within 400 feet of Pryor Road or a raised median may be constructed along the approach to limit any access to right-in/right-out no closer than 200 feet from Pryor Road.
- (d) Traffic Signal modifications/improvements at Summit Woods Crossing and Pryor Road.

“Sanitary Sewer Improvements” means:

- (a) for the sewer service on the southern portion of the Property, a sewer main line connecting the line accessible by the manhole within Chipman Road, west of Pryor Road, with the Property at a location designated on the approved Plans; and
- (b) for the sewer service on the northern portion of the Property, a sewer main line connecting the line running along Pryor Road with the Property at a location designated on the approved Plans.

“Water Line Improvements” means a water main connecting the line running along Lowenstein Road with the Property at a location designated on engineering plans approved by Staff.

“Lot” means the number of a platted lot according to the Streets of West Pryor Final Plat. The numbering used for Lots in this Agreement reference the plat as it has been prepared on the Effective Date of this Agreement, which, as of the Effective Date, has not yet been approved by the City.

“**Phase 1**” means the development to occur in connection with the construction of improvements to Lots 1-7 and Lot 9.

“**Phase 2**” means the development to occur in connection with the construction of improvements to Lots 8 and 10-14.

“**Plans**” shall mean those engineering plans for the Improvements that have been approved by the Staff, such approval not to be unreasonably withheld, conditioned or delayed.

“**Preliminary Development Plan**” shall mean the preliminary development plan for the Development approved by Ordinance No. 8531 on January 8, 2019.

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

“**Temporary Certificate of Occupancy**” shall have the meaning assigned in the Lee’s Summit Building Code which is set forth in Chapter 7 of the Lee’s Summit Code of Ordinances.

2. **Requirements for Improvements.** Unless otherwise specified herein, the provisions set forth in this Section 2, “Requirements for Improvements” shall be applicable to the financing, design, engineering and construction of the Improvements to be constructed by the Developer as required by this Agreement.
 - A. **Requirement to design, engineer and construct.** The Developer, at its sole cost and expense, shall design, engineer and construct the Improvements. The City shall issue certificates of occupancy for structures in the Development pursuant to the schedule set forth in this Section 2 and in Section 3, “Timing of Issuance of Certificate of Occupancy” below.
 - B. **Construction Costs.** All costs associated with designing, engineering and constructing the Improvements shall be paid by the Developer. No cost shall be paid by the City for designing, engineering, constructing or managing the construction of any of the Improvements.
 - C. **Applicable Standards and Approvals.** The Improvements shall be designed, engineered, constructed, placed into service and dedicated to the City in accordance with the ordinances of the City, including, but not limited to, the City’s Design and Construction Manual then in effect at the time the Plans for the Improvements are submitted, and any other applicable rules, requirements and standards established by the City. All such work shall be done in good and workmanlike manner. The Developer shall be responsible for obtaining approval for any portion of the Improvements that require approval of another jurisdiction. The City agrees to cooperate in good faith with the Developer in obtaining said required approvals from other jurisdictions for the Improvements.

- D. Project Schedule. The Project Schedule for the Improvements to be constructed by Developer is attached to this Agreement as Exhibit D. The Project Schedule may be amended from time-to-time upon approval of Staff, such approval not to be unreasonably withheld, conditioned or delayed. No action of the City Council will be required to incorporate amendments to the Project Schedule approved by Staff.
- E. Construction. The Developer will construct all the Improvements according to the approved Plans. The Developer shall maintain, at its sole cost and expense, the Improvements until such time as said Improvements are accepted by the City Engineer pursuant to Section 2.J, "Dedication" of this Agreement. The Developer shall not do or permit others, by contract or otherwise, to do any work related to the construction of the Improvements until the Developer has paid for all required City and other governmental required permits and authorizations. The following requirements shall apply to construction of the Improvements:
1. Sanitary Sewer Improvements and Water Line Improvements. The following requirements shall apply to the Sanitary Sewer Improvements and Water Line Improvements:
 - (a) A certificate of substantial completion must be issued by Staff for the Sanitary Sewer Improvements (for each respective phase, as applicable) and the Water Line Improvements prior to the issuance of any buildings permits for the entire development, with the exception of Lots 6 and 8. It is understood that there are multiple phases of Sewer Line Improvements. The issuance of building permits for each Lot are dependent on completion of Sanitary Sewer Improvements serving the Lot for which a building permit is requested. By example, the northern lots (Lots 9 through 14) are served by the existing line along Pryor Road. The issuance of building permits for the northern lots (Lots 9 through 14) are not subject to completion of the southern sewer system.
 - (b) Subject to compliance with all generally applicable building permit application requirements including the construction of a water line for fire protection and the construction of a paved access drive for emergency vehicle access, building permits shall be issued for construction on Lots 6 and 8 before the Sanitary Sewer Improvements (for each respective phase) and the Water Line Improvements are substantially complete.
 - (c) The Sanitary Sewer Improvements that serve Lots 6 and 8 and the Water Line Improvements shall be substantially complete prior to issuance of any type of occupancy permit (temporary or final) for any structures on Lots 6 and 8.

2. Park Improvements. The following requirements shall apply to the Park Improvements:

- (a) The south retention basin must be constructed as part of the Phase 1 work pursuant to approved Plans.
- (b) A maintenance agreement (the “**Maintenance Agreement**”) shall be executed by the Developer and Park Board prior to the issuance of any occupancy permit (temporary or final) for any portion of the Property.
- (c) The multi-use trails, parking lot improvements and the restroom structure must be constructed as part of the Phase 1 work, and maintenance of such improvements shall be in accordance with the Maintenance Agreement.
- (d) The \$115,000 payment to the Parks Department shall be paid prior to the issuance of a certificate of substantial completion for Lowenstein Drive.
- (e) Upon completion of any Park Improvement work authorized by this Agreement, Developer shall restore the portion of the Lowenstein Park property located within the right of access and temporary construction easement area to substantially the same condition existing immediately prior to the commencement of the work.

3. Traffic Improvements. The following requirements shall apply to the Traffic Improvements:

- (a) No Certificates of Occupancy (temporary or final) for the Phase 1 lots (Lots 1-7 and Lot 9) shall be issued until a Certificate of Substantial Completion has been issued for the Phase 1 Traffic Improvements.
- (b) No Certificates of Occupancy (temporary or final) for the Phase 2 lots (Lot 8 and Lots 10-14) shall be issued until a Certificate of Substantial Completion has been issued for the Phase 2 Traffic Improvements.

F. Right of Way Acquisition.

- 1. The Developer shall be responsible for acquiring or negotiating for the donation of all right-of-way or easements that are needed to construct the Improvements, including all necessary temporary construction easements.
- 2. In the event that the Developer is unable, after good faith negotiations, to acquire some or all of the right-of-way or easements necessary for those Improvements over which the City exercises jurisdiction, the Developer

may submit a request to the City in the manner prescribed by Section 26, “Notice” below requesting that the City use its authority to acquire the property interests necessary for the Improvements. The City will respond to such a request within thirty (30) days of receipt of same, and in such response the City will indicate whether it agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction. The City is not obligated to use its authority to assist in the acquisition of property interests necessary for the Improvements.

3. In the event the City agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction, prior to beginning any work to acquire said right-of-way or easements, the Developer shall first execute an Acquisition Funding Agreement with the City which provides for the terms and conditions under which the Developer will place all estimated Acquisition Costs in escrow with the City prior to commencement of condemnation for right-of-way or easements. The Acquisitions Costs shall include, but shall not be limited to: the actual price paid for all right-of-way or easements, whether determined by negotiation or eminent domain; expenses related to the establishment of acquisition values of right-of-way or easements, including appraisals; legal fees, other expenses paid to third parties, and expenses incurred by the City related to acquisition of right-of-way or easements, whether through negotiation or eminent domain; and any other reasonable and necessary costs or expenses related to acquisition of the right-of-way or easements. The Acquisition Funding Agreement shall obligate the Developer to reimburse the City in full for all Acquisition Costs that result from the City's use of its authority to acquire any portion of the Improvements.
4. The Developer shall dedicate or convey, as applicable, to the City, at no cost to the City, all property interests owned by the Developer which are necessary for the Improvements.
5. The City shall convey to the Developer, at no additional cost to Developer beyond what is required in the “Real Estate Sale Agreement” between the City and Developer dated October 19, 2018, the property interests of the City with respect to that portion of Lowenstein Drive that is to be vacated and used and developed by Developer as shown on the Preliminary Development Plan (and relocated in accordance with the Preliminary Development Plan) as part of the Development of the Property.

6. In the event of any conflict between the provisions of this paragraph F and the provisions of the “TIF Contract,” (hereafter defined) the provisions of the TIF Contract shall control the parties’ rights and obligations.
- G. Utility Relocation. The parties agree that all costs associated with relocating any existing utilities from any existing public or private easement, as a result of construction of the Improvements, shall be paid by the Developer, and are not the responsibility of the City. The parties agree that all costs associated with relocating any existing utilities from any existing right-of-way as a result of construction of the Improvements, which are not paid by a utility company, shall be paid by the Developer and are not the responsibility of the City. In the event of any conflict between the provisions of this paragraph G and the provisions of the TIF Contract, the provisions of the TIF Contract shall control the parties’ rights and obligations.
- H. Inspections and Revisions. The Developer agrees to permit City employees, agents and contractors to inspect, observe, and oversee the construction of all Improvements in order to ascertain and determine that the standards of the City have been met. The Developer shall obtain City approval of all revisions materially altering the design or specifications of the Improvements.
- I. Dedication. Upon completion, inspection and approval of the Improvements by the City, the Developer will dedicate the Improvements to the City, for its use, operation and maintenance, except as otherwise set forth in the Maintenance Agreement. The City shall be under no obligation to accept the dedication or conveyance of any Improvements constructed pursuant to this Agreement until it has been inspected and approved to the satisfaction of the City Engineer. Upon written notice of the inspection and approval of the City Engineer, the Developer agrees to convey all the Improvements to the City free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the reasonable opinion of the City Attorney, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar.

3. **Timing of Issuance of Certificates of Occupancy.**

- A. Except as otherwise provided in Section 2 of this Agreement, a Temporary Certificate of Occupancy will not be issued until either a Certificate of Substantial Completion or a Certificate of Final Acceptance has been issued for the Improvements applicable to the building for which a Temporary Certificate of Occupancy is being requested.
- B. Except as otherwise provided in Section 2 of this Agreement, a Final Certificate of Occupancy will not be issued until a Certificate of Final Acceptance has been issued for the Improvements applicable to the building for which a Final Certificate of Occupancy is being requested.

4. **Indemnification.**

- A. **General Indemnity.** The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, or omission of the Developer or its officers, agents, employees, or subcontractors, to the extent such loss or injury arises out of or is related to the performance of this Agreement; provided, however, that the Developer need not save harmless the City from claims, demands, losses and expenses arising out or to the extent caused by the sole negligence of the City, its employees or agents. This indemnification obligation shall survive the termination or expiration of this Agreement for all claims that arise based on actions that occur prior to the date that a Certificate of Final Acceptance for the Improvements has been issued by the City, and shall terminate for all such claims on the date that a Certificate of Final Acceptance for the Improvements is issued by the City.
- B. **No Limitations or Waiver.** The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for the Developer under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by the Developer. The City does not, and shall not, waive any rights against the Developer which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by the Developer, of any of the insurance policies described in this Agreement. In addition, the parties agree that this indemnification by the Developer shall not be limited by reason of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- C. **Notification of Claims.** With respect to any claims which are subject to indemnity hereunder, the Developer shall immediately notify the City of any and all claims filed against the Developer or the Developer and the City jointly, and shall provide the City with a copy of the same. Such notice shall be given in the manner prescribed by Section 26, "Notice" of the Agreement.
- D. **Use of Independent Contractors.** The fact that the Developer carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, the Developer's duty of defense and indemnification under this section.

5. **Insurance.**

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

The following endorsements shall attach to the policy:

- (1) The policy shall cover personal injury as well as bodily injury.
- (2) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- (3) Broad form property damage liability shall be afforded.
- (4) The City shall be listed as an additional insured.
- (5) Standard form of cross-liability shall be afforded.
- (6) The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.

The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory

waiver of sovereign immunity for 2019 is \$2,865,330 for all claims arising out of a single accident or occurrence.

- C. Use of Contractors and Subcontractors. The Developer shall not permit any contractor or subcontractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this Section and the City's Design and Construction Manual. Said insurance shall be maintained in full force and effect until the completion of construction of the Improvements, and issuance of a Certificate of Substantial Completion by the City.
 - D. Workers' Compensation. The Developer shall ensure that all contractors or subcontractors performing work for the Developer obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, the Developer shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect the City from any and all claims arising out of occurrences during construction of the Improvements. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City as a result of the failure of either the Developer or any contractor or subcontractor of the Developer to obtain and maintain such insurance. The Developer further waives its rights to subrogation with respect to any claim against the City for injury arising out of performance under this Agreement. The Developer shall provide the City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Improvements.
6. **Bonds.** The Developer shall, or shall ensure that its contractors shall, provide for the following bonds for the Improvements that are constructed by the Developer and dedicated to the City.
- A. Performance Bond. Prior to commencement of construction and ending upon acceptance of the Improvements in accordance with this Agreement by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Performance Bond in a form customarily used and reasonably approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The Performance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
 - B. Payment Bonds. Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Payment Bond in a form customarily used and reasonably approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful payment of the provisions, terms and conditions of the construction contract. The Payment Bond shall name the City, the Streets of

West Pryor CID and the Streets of West Pryor TDD as obligees and copies of certificates of such bond shall be delivered to the appropriate parties.

- C. **Maintenance Bonds.** Prior to acceptance and dedication of the Improvements in accordance with this Agreement, the Developer shall, or shall ensure that its contractors shall, provide a Maintenance Bond in a form customarily used and reasonably approved by the City Attorney, in an amount equal to fifty percent (50%) of the cost of the Improvements as approved by the City Engineer, which shall be in effect for a term of three (3) years from the date that the City issues a Certificate of Substantial Completion for each phase for such Improvements covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The Maintenance Bond shall name the City, the Streets of West Pryor CID and the Streets of West Pryor TDD as obligees and copies of certificates of such bond shall be delivered to the appropriate parties.
- D. **Indemnity for Failure to Provide Bonds.** The Developer shall indemnify the City and its officers and employees for any damage or loss incurred or sustained by the City, its officers or employees, as a result of the failure of the Developer or its contractors to provide the bonds set forth in this Section.
7. **Prevailing Wage.** To the extent required by law, the Developer, and all contractors and subcontractors performing work for or on behalf of the Developer with respect to the Improvements, shall pay wages in accordance with, and in all respects comply with, Missouri's Prevailing Wage Law (Sections 290.210 – 290.340, RSMo.) and all other laws relating to the payment of wages. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City with regard to the failure of the Developer or any contractor or subcontractor to pay prevailing wages as required by law or this Agreement. The Developer shall submit sufficient information to the City's Director of Finance to allow Staff to verify that the Developer, and its contractors and subcontractors, have complied with prevailing wage laws and regulations as required by the Tax Increment Financing Contract which was executed by the City and Developer dated ____, 2019 (the "**TIF Contract**").
8. **Remedies.** Each party to this Agreement agrees that if it fails to perform when due any act required by this Agreement to be performed, then, in addition to whatever other remedies are available to the non-defaulting parties hereto, the non-defaulting party shall have the right to enforce specific performance of this Agreement against the defaulting party, and such non-defaulting party shall, to the extent permitted by law, be entitled to its reasonable costs, attorneys' fees and court costs in connection with such enforcement.
9. **Rights and Remedies Non-Exclusive.** No right or remedy conferred upon or reserved to any party in this Agreement is intended to be exclusive of any rights or remedies, and each and every right and remedy shall be cumulative and shall be in addition to every right and remedy given now or hereafter existing at law or in equity.

10. **Non-Waiver.** No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
11. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of the State of Missouri.
12. **Venue.** In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, and the parties expressly waive any rights to venue inconsistent therewith.
13. **City Requirements and Prior Approval.** The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's Unified Development Ordinance, the Design and Construction Manual, and all planning or infrastructure requirements related to the development of the Property. Developer acknowledges and agrees that the City is not, and shall not be, in any way liable for damages, losses or injuries that may be sustained as a result of the City's review and approval of any Plans or plats of or relating to the Development, the Property or the Improvements, or as a result of the issuance of any approvals, permits, certificates or acceptances for the development or use of any portion of the Development, the Property or the Improvements. The Developer further acknowledges and agrees that the City's review and approval of any Plans or plats and the issuance of any such approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, licensees or any third party, against damage or injury of any kind at any time. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development.
14. **Recording and Binding Effect.** No building permits shall be issued for any structure in the development until this Agreement has been fully executed. The City shall file a memorandum of this Agreement in the office of the Recorder of Deeds for Jackson County, Missouri ("Office"). This Agreement shall run with the land and be binding on and inure to the benefit of the parties and their respective legal representatives, successors in interest, successors and assigns but only to the extent applicable to such successors in interest or assigns and only with respect to the property owned by such successors in interest or assigns. Upon City certification that Developer's obligations have been completed under this Agreement, the City Manager, shall, at the request of Developer, execute, on behalf of the City, a document suitable for recording in the Office, in such form as is approved by the City Attorney that acknowledges the completion of the Developer's obligations under the Agreement.
15. **Time of Essence.** Time is of the essence with respect to the duties and obligations set forth herein.
16. **Estoppel Letter.** Upon request by Developer made from time to time, the City shall prepare and deliver to Developer an estoppel letter confirming for the benefit of any

purchaser or lender whether the Developer is or is not in default under this Agreement and verifying the status of Developer's performance of its obligations under this Agreement.

17. **Representations.** The Developer represents that it either owns the property described in **Exhibit A** on the date that this Agreement is executed, or has an option to purchase all remaining portions of the property. Each party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions; and (d) has not assigned or transferred any claim against the other party that is the subject of this Agreement. The parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the public services provided by the City and other public jurisdictions and on facilities that are constructed and maintained by the City and other public jurisdictions. The City acknowledges and agrees that Developer will be conveying property to the City pursuant to an approved Chapter 100 plan and related Chapter 100 bond documents and that third parties other than Developer will be leasing property from the City pursuant to the Chapter 100 plan and related Chapter 100 bond documents and developing portions of the Development. Notwithstanding these conveyances, Developer shall be responsible for performing the obligations of Developer under this Agreement unless Developer assigns its rights under this Agreement in accordance with the provisions of Section 20 of this Agreement.
18. **No Waiver of Breach.** No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
19. **Rules of Construction.** Each party to this Agreement has received independent legal advice from its attorneys of choice with respect to entering this Agreement and the advisability of agreeing to the provisions herein. Because each party has had its respective legal counsel review the terms of this Agreement, the normal rules of construction to the effect that any ambiguities in its terms be resolved against the drafting party shall not be employed with regard to issues of its validity, interpretation, performance or enforcement.
20. **Assignment.** Except with respect to an assignment to a “Related Entity” (as that term is defined in the TIF Contract”), which assignment to a Related Entity will be subject to the same terms and provisions as set forth in the TIF Contract, this Agreement may not be assigned or transferred, in whole or part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other parties, which consent shall not be unreasonably withheld, conditioned or delayed. The Developer may request the assignment of the Agreement, with the consent of the City, to any person, firm, corporation, or entity to which Developer’s interest in developing the Property is transferred after the date of execution of this Agreement. Such consent by the City shall be governed by the terms regarding City consent in the TIF Contract. In the event of an assignment of this Agreement that is consented to by the City and the assignee’s assumption of the obligations of Developer hereunder, Developer shall be released of its obligations under this Agreement. Notwithstanding anything to the contrary contained herein, Developer may

collaterally assign its rights and obligations hereunder to any lender of Developer who has a mortgage or deed of trust encumbering any portion of the property without the consent of the City; provided, however, the Developer shall provide notice of such collateral assignment to the City.

21. **Entire Agreement.** This Agreement and the acts provided for herein is the entire agreement between the parties with respect to the subject matter hereof, the terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all parties.
22. **Exhibits.** All Exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.
23. **Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to modify, expand or limit the scope of any provision of the Agreement.
24. **Severability.** Any provision of this Agreement which is not enforceable according to law will be severed herefrom, and the remaining provisions shall be enforced to the fullest extent permitted by law.
25. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
26. **Notice.** Any notice required by this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:

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

With a copy to:

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

Notices to Developer shall be addressed to:

Matt Pennington
c/o Drake Development, LLC
7200 W. 132nd Street, Suite 150
Overland Park, KS 66213

With a copy to:

Charles F. Miller
Ralph E. Bellar, Jr.
Lewis Rice LLC
1010 Walnut, Suite 500
Kansas City, MO 64106

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

[Remainder of this page intentionally left blank]

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

CITY OF LEE’S SUMMIT, MISSOURI

By: _____
Stephen A. Arbo, *City Manager*

Attest:

Trisha Fowler Arcuri, *City Clerk*

Approved as to form:

Brian Head, *City Attorney*

Notary for City of Lee's Summit

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen A. Arbo, the City Manager of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

NOTARY PUBLIC

My Commission Expires:

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

ALL OF LOT 1, PRYOR ACRES RECORDED IN BOOK I47 PAGE 36, AND ALL OF CORLEW'S ESTATES RECORDED IN BOOK 35, PAGE 54, AND ALL OF ERICKSON ACRES, 1ST PLAT, RECORDED AS DOCUMENT 2001I0086408, AND ALL OF LOT 17, TRACT C AND TRACT D, AND A PORTION OF LOT 18 CHIPMAN-HWY 50 RECORDED IN BOOK I68, PAGE 62, AND A PORTION OF NW LOWENSTEIN DRIVE RIGHT-OF-WAY, AND UN-PLATTED LAND IN THE SOUTH HALF OF SECTION 35, TOWNSHIP 48, RANGE 32, CITY OF LEE'S SUMMIT, COUNTY OF JACKSON, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE ON THE WEST LINE OF SAID SOUTHEAST QUARTER, ON AN ASSUMED BEARING OF S 02°27'18" W 332.72 FEET TO THE POINT OF BEGINNING; THENCE N 31°23'08" E 362.27 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 470; THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, S 85°14'51" E 359.55 FEET TO THE NORTHWEST CORNER OF GERBER HEIGHTS RECORDED IN BOOK I51, PAGE 74; THENCE ON THE WESTERLY LINE OF SAID GERBER HEIGHTS, S 24°49'45" E 579.75 FEET TO THE SOUTHWEST CORNER OF SAID GERBER HEIGHTS; THENCE ON THE SOUTH LINE OF SAID GERBER HEIGHTS, S 85°07'20" E 511.36 FEET TO THE SOUTHEAST CORNER OF SAID GERBER HEIGHTS; THENCE ON THE EAST LINE OF SAID GERBER HEIGHTS, N 02°27'18" E 417.29 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 470; THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, S 77°50'38" E 148.55 FEET; THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, S 46°58'04" E 317.20 FEET; THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, S 74°45'44" E 322.94 FEET; THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, S 87°42'21" E 182.05 FEET; THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, S 64°40'25" E 144.66 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE WITH THE WESTERLY RIGHT-OF-WAY LINE OF NW PRYOR ROAD BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, SOUTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 1140.00 FEET, AN ARC LENGTH OF 444.52 FEET, AND WHOSE CHORD BEARS S 14°41'33" W 441.71 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; THENCE CONTINUING ON SAID WESTERLY RIGHT-OF-WAY LINE, SOUTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 1260.00 FEET, AN ARC LENGTH OF 1040.64 FEET, AND WHOSE CHORD BEARS S 02°12'10" W 1011.31 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT; THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, SOUTHERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 1140.00 FEET, AN ARC LENGTH OF 485.50 FEET, AND WHOSE CHORD BEARS S 09°15'26" E 481.84 FEET; THENCE CONTINUING ON SAID WESTERLY RIGHT-OF-WAY LINE, S 02°56'36" W 154.04 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NW LOWENSTEIN DRIVE; THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE,

N 63°21'08" W 614.37 FEET; THENCE CONTINUING ON SAID SOUTHERLY RIGHT-OF-WAY LINE, N 46°56'08" W 1305.77 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NW BLACK TWIG LANE; THENCE N 46°07'56" W 55.00 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF NW LOWENSTEIN DRIVE WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NW BLACK TWIG LANE; THENCE CONTINUING ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF NW LOWENSTEIN DRIVE, N 45°11'41" W 1073.28 FEET; THENCE CONTINUING ON SAID SOUTHERLY RIGHT-OF-WAY LINE, N 73°35'29" W 146.53 FEET; THENCE N 31°23'08" E 397.41 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,199,695.26 SQUARE FEET, 73.45 ACRES MORE OR LESS.

END OF DESCRIPTION

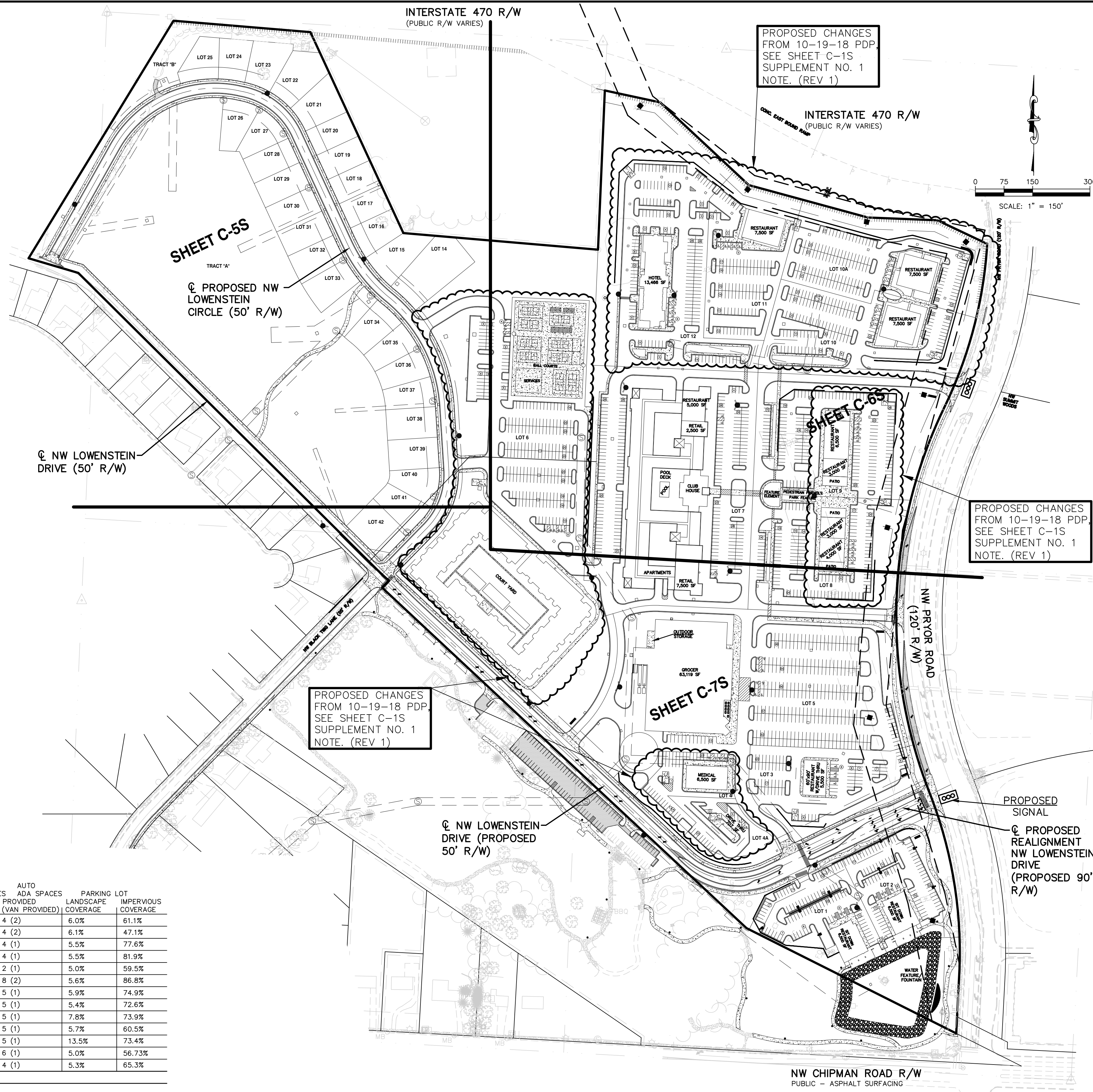
BASIS OF BEARINGS:

ASSUMED N 86°35'09" W ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 48, RANGE 32, CITY OF LEE'S SUMMIT, COUNTY OF JACKSON, STATE OF MISSOURI.

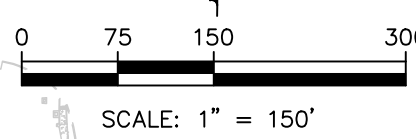
EXHIBIT B

MAP OF THE PRELIMINARY DEVELOPMENT PLAN

[Attached]



PROPOSED CHANGES FROM 10-19-18 PDP. SEE SHEET C-1S SUPPLEMENT NO. 1 NOTE. (REV 1)



PROPOSED CHANGES FROM 10-19-18 PDP. SEE SHEET C-1S SUPPLEMENT NO. 1 NOTE. (REV 1)

PROPOSED CHANGES FROM 10-19-18 PDP. SEE SHEET C-1S SUPPLEMENT NO. 1 NOTE. (REV 1)

NOTES:
1. ALL PAVING, CURB AND GUTTER AND ACCESSIBILITY REQUIREMENTS SHALL MEET THE CITY OF LEE'S SUMMIT UNIFIED DEVELOPMENT ORDINANCE AND/OR THE DESIGN AND CONSTRUCTION MANUAL.

PHASE #	LOT/BLOCK	START	END
I	LOTS 1 THRU 5, NW LOWENSTEIN CONSTRUCTION, SANITARY AND WATER ON LOTS 1 THRU 5 INCLUDING ASSOCIATED OFF-SITE SANITARY MAIN EXTENSIONS AND 12" WATER MAIN UPGRADE ON LOWENSTEIN, DETENTION PONDS IN TRACT "A" AND ON LOTS 1 & 2, AND STORM SEWER TRUNK LINE TO SERVE LOTS 1 THRU 5		
II	LOTS 10, 10A, 11 & 12		
III	LOTS 7, 8, & 9		
IV	LOT 6		
V	LOTS 14-42 & NW LOWENSTEIN CIRCLE		

ORDINANCE REQUIREMENTS

LOT #	USE	LOT SF	LOT AC	FLOOR AREA SF (ENVELOPE)	FLOOR AREA RATIO (FAR)	# OF FLOORS	PARKING SPACES REQUIRED					PARKING SPACES PROVIDED (VAN REQ'D)	PARKING SPACES PROVIDED (VAN PROVIDED)	PARKING LOT LANDSCAPE COVERAGE	IMPERVIOUS COVERAGE	
							(c)	(b)	(c)	(d)	(e)					
1	RESTAURANT (SIT-DOWN)	62,022	1.4	6,500	0.1048	1	-	91	-	-	-	92	4 (1)	4 (2)	6.0%	61.1%
2	RESTAURANT (SIT-DOWN)	71,216	1.6	6,500	0.0913	1	-	91	-	-	-	91	4 (1)	4 (2)	6.1%	47.1%
3	RESTAURANT W/DRIVE THRU	76,395	1.8	5,500	0.0720	1	-	77	-	-	-	79	4 (1)	4 (1)	5.5%	77.6%
# 4	MEDICAL	32,821	0.8	6,500	0.1980	1	-	-	-	33	-	38	2 (1)	4 (1)	5.5%	81.9%
# 4A	RESTAURANT DRIVE THRU ONLY	33,424	0.8	707	0.0212	1	-	-	-	7	-	17	1 (1)	2 (1)	5.0%	59.5%
5	GROCERY	311,668	7.2	63,119	0.1994	1	252	-	-	-	-	300	8 (1)	8 (2)	5.6%	86.8%
# 8	RESTAURANT (2 TENANTS)	119,922	2.8	7,500	0.0625	1	-	105	-	-	-	144	5 (1)	5 (1)	5.9%	74.9%
# 9	RESTAURANT (2 TENANTS)	145,710	3.3	9,500	0.0652	1	-	133	-	-	-	166	5 (1)	5 (1)	5.4%	72.6%
# 10	RESTAURANT	111,008	2.5	7,500	0.0676	1	-	105	-	-	-	131	5 (1)	5 (1)	7.8%	73.9%
# 10A	RESTAURANT (SIT-DOWN)	108,275	2.5	7,500	0.0693	1	-	105	-	-	-	134	5 (1)	5 (1)	5.7%	60.5%
# 11	RESTAURANT (SIT-DOWN)	81,134	1.9	7,500	0.0924	1	-	105	-	-	-	106	5 (1)	5 (1)	13.5%	73.4%
# 12	HOTEL (105 ROOMS) **	208,812	4.8	13,466	0.0645	4	-	-	-	158	-	173	6 (1)	6 (1)	5.0%	56.73%
# 6	BALL COURTS *	466,437	10.7	-	-	-	-	-	-	-	-	55	4 (1)	4 (1)	5.3%	65.3%
TOTAL				141,792 SF												

(a)	OFFICE: & GROCERY STORE:	4	/	1,000 SF GFA
(b)	RESTAURANT FAST FOOD AND SIT DOWN:	14	/	1,000 SF GFA
(c)	HOTEL:	1.5	/	ROOM
(d)	RETAIL:	5	/	1000 SF GFA
(e)	MEDICAL:	5	/	1000 SF GFA
(f)	RESTAURANT DRIVE THRU ONLY:	2	+	1 / EACH EMPLOYEE ON MAX SHIFT
(g)	MULTI-FAMILY RESIDENCE	1	/	EFFICIENCY OR STUDIO UNIT
		1.5	/	1 OR 2 BEDROOM UNIT
		2	/	3 OR MORE BEDROOM UNIT
		0.5	/	UNIT FOR VISITOR PARKING
	RETIREMENT COMMUNITY	1	/	DWELLING UNIT
		1	/	EMPLOYEE ON MAX SHIFT

RESIDENTIAL DATA

LOT #	USE	LOT SF	LOT AC	FLOOR AREA SF (ENVELOPE)	FLOOR AREA RATIO (FAR)	# OF DWELLING UNITS	DWELLING UNITS PER AC	# OF FLOORS	STUDIO	1 BDRM	2 BDRM	PARKING SPACES REQUIRED	PARKING SPACES PROVIDED	AUTO ADA SPACES REQUIRED (VAN REQ'D)	AUTO ADA SPACES PROVIDED (VAN PROVIDED)	PARKING LOT LANDSCAPE COVERAGE	IMPERVIOUS COVERAGE
# 6	SENIOR LIVING ***	466,437	10.7	68,679	0.1472	165	24.2	4	-	-	-	170	188	5 (1)	5 (1)	5.3%	65.3%
# 7	APARTMENTS	268,862	6.2	54,900	-	250	36.2	4	-	187	63	375	516 (208 SURFACE, 308 IN LOWER LEVEL GARAGE)	12 (2)	12 (2) ****	6.2%	80.4%
	RETAIL			10,000	-	-	-	-	-	-	-	50					
	RESTAURANT			5,000	-	-	-	-	-	-	-	70					
				69,900 (TOTAL LOT 7)	0.2600							495 (TOTAL LOT 7)					
14-42	SINGLE FAMILY RESIDENTIAL (R-1)	293,424 Δ	6.7 Δ	755,450 Δ	17.3 Δ	28	4.1 Δ	1.6 Δ	-	-	-	-	-	-	-	-	-

*** 5 EMPLOYEES EACH SHIFT
 **** 4 (1) SURFACE, 8 (3) IN LOWER LEVEL GARAGE.
 Δ EXCLUDES COMMON AREA
 ΔΔ INCLUDES COMMON AREA

* OUTDOOR RECREATION FACILITY - TO BE DETERMINED BY DIRECTOR AT PLAN APPROVAL POTENTIAL TO BE MORE THAN 4 STORIES
 ** DENOTES PROPOSED CHANGES FROM 9-18-18 PDP, SEE SHEET C-1S SUPPLEMENT NO. 1 NOTE.
 NOTE: BUILDING HEIGHTS TO BE DETERMINED

WH	CHK	
JD	WH	
LDO	JD	
LDO	LDO	
REV	DATE	DESCRIPTION
1	10-19-18	REVISED PER CITY COMMENT
0	9-25-18	INITIAL ISSUE

LEON D. OSBOURN
ENGINEER
MO # 021726

2319 N. JACKSON | P.O. BOX 1304
 JUNCTION CITY, MISSOURI 64441
 PH. (785) 762-5040 | FAX (785) 762-7744
 le@kvweng.com | www.kvweng.com

KAW VALLEY ENGINEERING
 KAW VALLEY ENGINEERING, INC. IS AUTHORIZED TO OFFER ENGINEERING SERVICES IN MISSOURI STATE CERTIFICATE OF AUTHORITY # 00084Z. EXPIRES 12/31/18

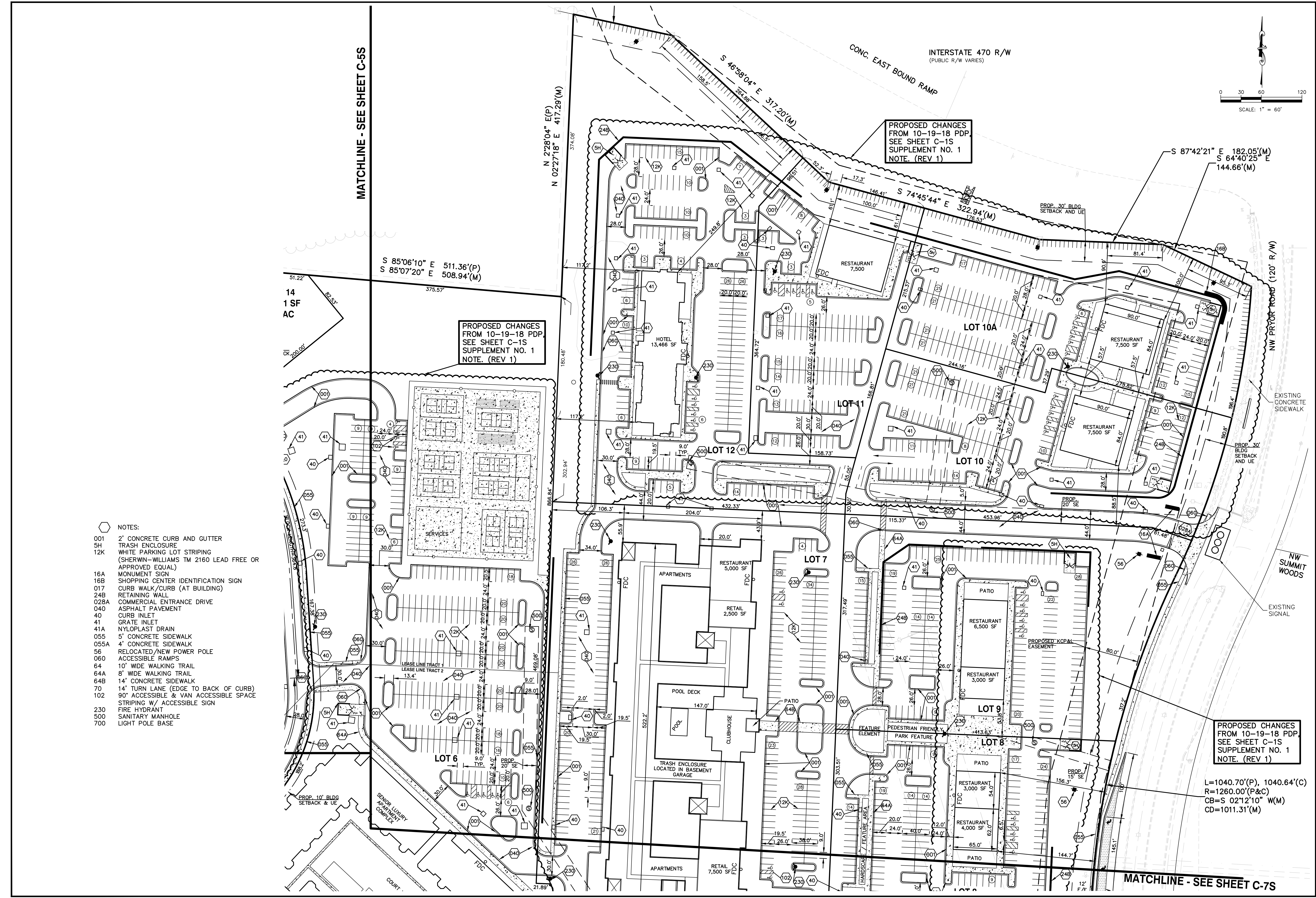
STREETS OF WEST PRYOR
 NW Q NW PRYOR ROAD & NW LOWENSTEIN DRIVE
 LEE'S SUMMIT, MISSOURI

PRELIMINARY DEVELOPMENT PLAN
OVERALL SITE PLAN - SUPPLEMENT NO. 1

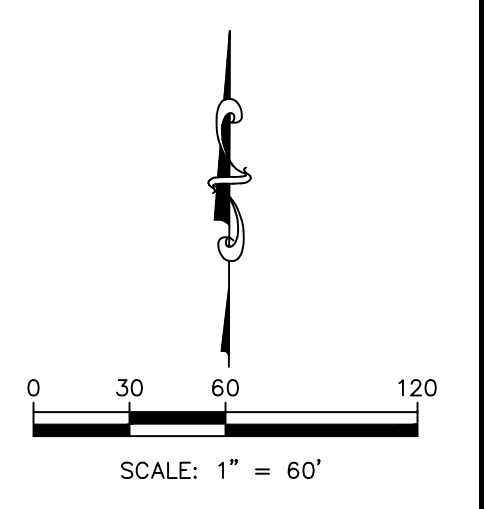
PROJ. NO. **A14-7067-1**
 DESIGNER **LDO** DRAWN BY **JD**

CFN **7067-1PDP_SUP1.SP**

SHEET **C-4S** REV **1**



- NOTES:
- 001 2' CONCRETE CURB AND GUTTER
 - 05H TRASH ENCLOSURE
 - 12K WHITE PARKING LOT STRIPING (SHERWIN-WILLIAMS TM 2160 LEAD FREE OR APPROVED EQUAL)
 - 16A MONUMENT SIGN
 - 16B SHOPPING CENTER IDENTIFICATION SIGN
 - 017 CURB WALK/CURB (AT BUILDING)
 - 24B RETAINING WALL
 - 028A COMMERCIAL ENTRANCE DRIVE
 - 040 ASPHALT PAVEMENT
 - 40 CURB INLET
 - 41 GRATE INLET
 - 41A NYLOPLAST DRAIN
 - 055 5' CONCRETE SIDEWALK
 - 055A 4' CONCRETE SIDEWALK
 - 56 RELOCATED/NEW POWER POLE
 - 060 ACCESSIBLE RAMPS
 - 64 10' WIDE WALKING TRAIL
 - 64A 8' WIDE WALKING TRAIL
 - 64B 14' CONCRETE SIDEWALK
 - 70 14' TURN LANE (EDGE TO BACK OF CURB)
 - 102 90° ACCESSIBLE & VAN ACCESSIBLE SPACE STRIPING W/ ACCESSIBLE SIGN
 - 230 FIRE HYDRANT
 - 500 SANITARY MANHOLE
 - 700 LIGHT POLE BASE



REV	DATE	DESCRIPTION	WH	CHK
1	10-19-18	REVISED PER CITY COMMENT	LDO	JT
0	9-25-18	INITIAL ISSUE	LDO	JT
			DSN	DWN
			CHK	CHK

LEON D. OSBOURN
ENGINEER
MO # 021726

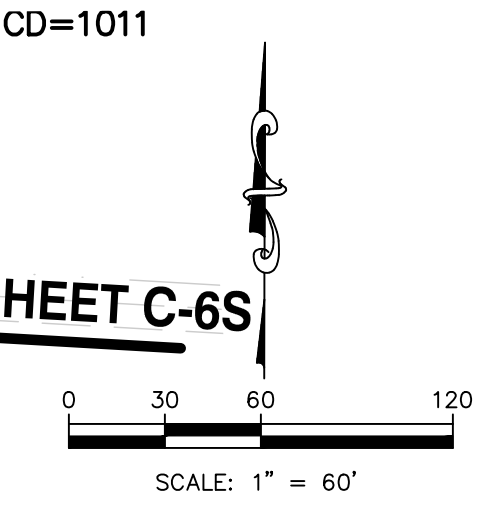
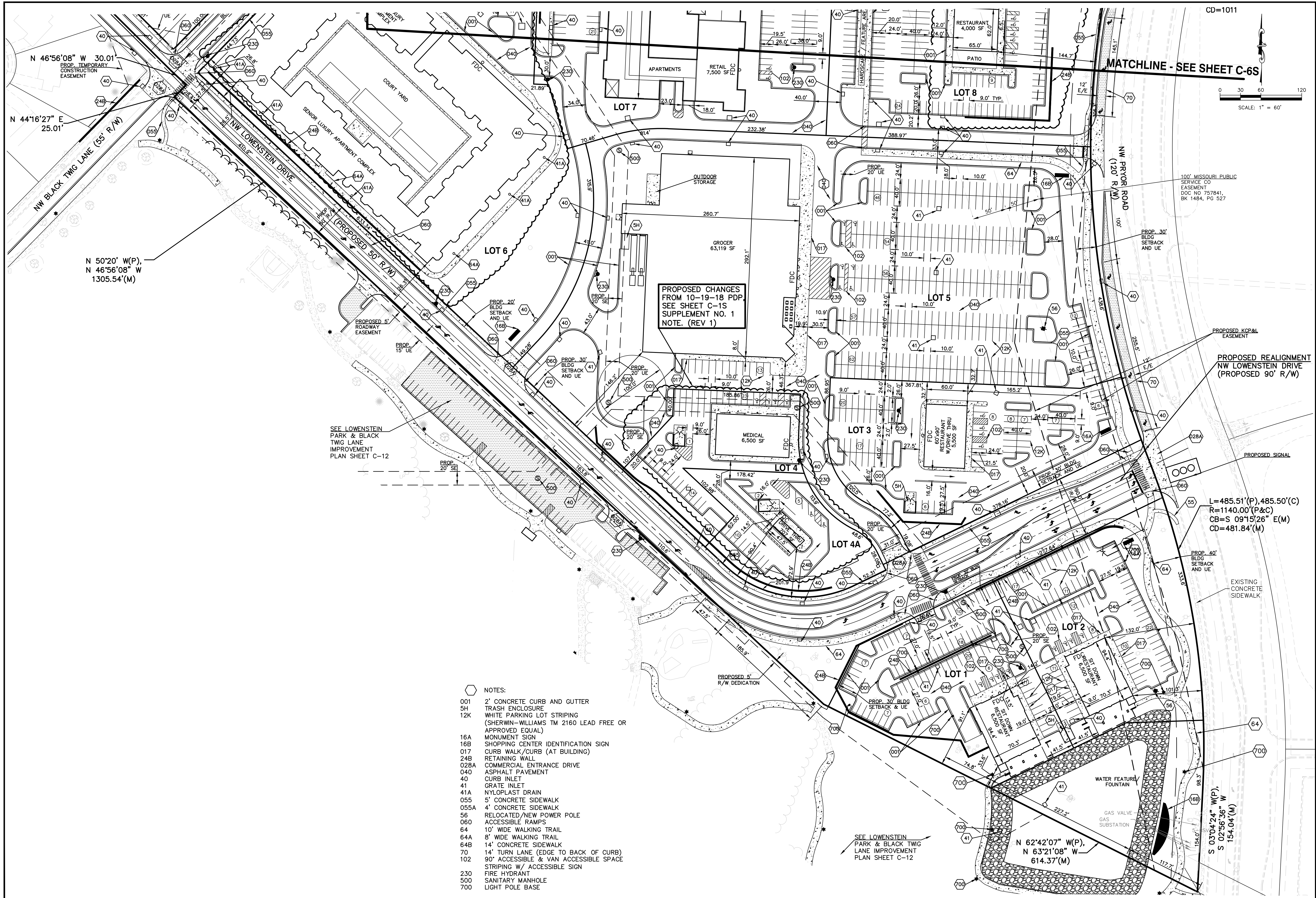
2319 N. JACKSON | P.O. BOX 1304
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PH. (785) 762-5040 | FAX (785) 762-7744
le@kve.com | www.kve.com

KAW VALLEY ENGINEERING

KAW VALLEY ENGINEERING, INC. IS AUTHORIZED TO OFFER ENGINEERING SERVICES IN MISSOURI STATE CERTIFICATE OF AUTHORITY # 000842. EXPIRES 12/31/18

STREETS OF WEST PRYOR	
NW Q NW PRYOR ROAD & NW LOWENSTEIN DRIVE	
LEE'S SUMMIT, MISSOURI	
PRELIMINARY DEVELOPMENT PLAN	
SITE PLAN - SUPPLEMENT NO. 1	

PROJ. NO.	A14_7067-1
DESIGNER	LDO
DRAWN BY	JT
CFN	
7067-1PSP SUP1.SP	
SHEET	REV
C-6S	1



PROPOSED CHANGES FROM 10-19-18 PDP SEE SHEET C-1S SUPPLEMENT NO. 1 NOTE. (REV 1)

PROPOSED REALIGNMENT NW LOWENSTEIN DRIVE (PROPOSED 90' R/W)

L=485.51'(P), 485.50'(C)
R=1140.00'(P&C)
CB=S 09°15'26" E(M)
CD=481.84'(M)

- NOTES:
- 001 2' CONCRETE CURB AND GUTTER
 - 5H TRASH ENCLOSURE
 - 12K WHITE PARKING LOT STRIPING (SHERWIN-WILLIAMS TM 2160 LEAD FREE OR APPROVED EQUAL)
 - 16A MONUMENT SIGN
 - 16B SHOPPING CENTER IDENTIFICATION SIGN
 - 017 CURB WALK /CURB (AT BUILDING)
 - 24B RETAINING WALL
 - 028A COMMERCIAL ENTRANCE DRIVE
 - 040 ASPHALT PAVEMENT
 - 40 CURB INLET
 - 41 GRATE INLET
 - 41A NYLOPLAST DRAIN
 - 055 5' CONCRETE SIDEWALK
 - 055A 4' CONCRETE SIDEWALK
 - 56 RELOCATED/NEW POWER POLE
 - 060 ACCESSIBLE RAMPS
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 - 64A 8' WIDE WALKING TRAIL
 - 64B 14' CONCRETE SIDEWALK
 - 70 14' TURN LANE (EDGE TO BACK OF CURB)
 - 102 90° ACCESSIBLE & VAN ACCESSIBLE SPACE STRIPING W/ ACCESSIBLE SIGN
 - 230 FIRE HYDRANT
 - 500 SANITARY MANHOLE
 - 700 LIGHT POLE BASE

CD=1011	WH	CHK
	LDO	JT
	LDO	JT
	REV	DATE
1	10-19-18	REVISED PER CITY COMMENT
0	9-25-18	INITIAL ISSUE
	REV	DATE
	DESCRIPTION	
<p>LEON D. OSBOURN ENGINEER MO # 021726</p>		
<p>2319 N. JACKSON P.O. BOX 1304 JUNCTION CITY, MISSOURI 64441 PH: (785) 762-5040 FAX: (785) 762-7744 www.kaveeng.com info@kaveeng.com</p>		
<p>KAW VALLEY ENGINEERING KAW VALLEY ENGINEERING, INC. IS AUTHORIZED TO OFFER ENGINEERING SERVICES IN THE STATE OF MISSOURI. STATE CERTIFICATE OF AUTHORITY # 000842. EXPIRES 12/31/18</p>		
<p>STREETS OF WEST PRYOR NWQ NW PRYOR ROAD & NW LOWENSTEIN DRIVE LEE'S SUMMIT, MISSOURI</p>		
<p>PRELIMINARY DEVELOPMENT PLAN SITE PLAN - SUPPLEMENT NO. 1</p>		
PROJ. NO.	A14_7067-1	
DESIGNER	LDO	DRAWN BY
CFN		
7067-1PDP_SUP1.SP		
SHEET		REV
C-7S		1

THIS DRAWING SHALL NOT BE UTILIZED BY ANY PERSON, FIRM, OR CORPORATION IN WHOLE OR IN PART WITHOUT THE SPECIFIC PERMISSION OF KAW VALLEY ENGINEERING, INC.

EXHIBIT C

PARKS DEPARTMENT MEMORANDUM OF UNDERSTANDING

[Attached]



LEE'S SUMMIT PARKS & RECREATION
MEMORANDUM OF UNDERSTANDING – LOWENSTEIN PARK AND STREETS OF WEST PRYOR

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into on December 14, 2018, by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks & Recreation Board, 220 SE Green Street, Lee's Summit, MO 64063, (hereinafter "LSPR,") and Streets of West Pryor, LLC, 12701 Metcalf Avenue, Ste. 100, Overland Park, Kansas 66213 (hereafter "Developer.") WITNESSETH:

WHEREAS, pursuant to the Charter of the City of Lee's Summit, Missouri, LSPR is empowered with the control of the supervision, improvement, care and custody of parks and recreation activities in the City of Lee's Summit, Missouri, and further is empowered with the authority to acquire, dispose of or otherwise manage properties for parks and recreation purposes; and,

WHEREAS, LSPR owns, manages, and operates Lowenstein Park, a 18 acre improved park located at the intersection of NW Chipman Road and NW Pryor Road, and more specifically at 1901 NW Lowenstein Drive in Lee's Summit, Missouri; and,

WHEREAS, Developer has proposed a comprehensive development plan for a large section of land along NW Pryor Road immediately adjacent to the north of Lowenstein Park, and has proposed to LSPR incorporating a portion of the park property into its' mixed-use plan, enhancing the overall development and providing additional amenities and improvements to the park, with a detailed description and scope of said improvements contemplated for the area being attached hereto as Exhibit A; and,

WHEREAS, Developer has further requested access in the form of various easements across, through, and over Lowenstein Park for the purpose of providing infrastructure improvements to the area to be developed, and has offered to provide compensation to LSPR in exchange for the same; and,

WHEREAS, LSPR and Developer have negotiated terms and conditions related to the above-listed items and have reduced those terms and conditions to writing herein, and LSPR and Developer desire to enter into this MOU to formally acknowledge and agree to the same and further desire for this MOU to be incorporated into any future development agreement by and between Developer and the City of Lee's Summit, Missouri.

NOW, THEREFORE, in consideration of the mutual benefits and provisions set forth herein, LSPR and Developer do hereby agree as follows:

- A. DEVELOPER RESPONSIBILITIES.** In exchange for the consideration as outlined herein, Developer hereby agrees to the following:
 - 1. Construction of Additional Parking.** Developer shall construct new/additional parking to connect the two existing parking lots at Lowenstein Park, which shall consist of approximately 50 new spaces. Design and construction of the new parking shall comply with the City of Lee's Summit, Missouri's Unified Development Ordinance and Design and Construction Manual. Further, the design of the parking configuration shall include the modification of existing entry points in compliance with the direction and requirements imposed by the City Traffic Engineer and shall coordinate with the development of ingress and egress on the north side of Lowenstein Drive. Developer



LEE'S SUMMIT PARKS & RECREATION
MEMORANDUM OF UNDERSTANDING – LOWENSTEIN PARK AND STREETS OF WEST PRYOR

shall ensure that the schedule for the incorporation of the additional parking shall be phased in such a manner to allow for uninterrupted access to Lowenstein Park at all times. Developer shall be responsible for all costs associated with this section, including, but not limited to: design, planning, permitting, and necessary approvals.

2. **Parking Lot Lighting.** Developer shall install LED parking lot lighting to all parking lot areas of Lowenstein Park. Parking lot lighting shall comply with applicable provisions of the City of Lee's Summit, Missouri's Unified Development Ordinance and Design and Construction Manual and shall be substantially similar and equivalent to the lighting in existence at Lea McKeighan Park and Miller J. Fields Park. The Administrator of Parks and Recreation shall have the authority to approve any lighting selected by the Developer prior to installation. Developer shall be responsible for all costs associated with this section, including, but not limited to: design, planning, permitting, and necessary approvals.
3. **Improvements to Existing Parking.** Developer shall provide crack fill, seal and restriping services to all existing parking areas of Lowenstein Park. Developer shall be responsible for all costs associated with this section, including, but not limited to: design, planning, permitting, and necessary approvals.
4. **Removal of Park Shelter.** The installation of additional parking as required in subsection A.1., above, will require the removal of an existing Park Shelter. Developer shall be responsible for the demolition and removal of the structure as well as the structure's foundation. Developer shall be responsible for all costs associated with this section, including, but not limited to: design, planning, permitting, and necessary approvals.
5. **Removal and Relocation of Park Trail.** The installation of additional parking as required in subsection A.1., above, will require the removal and realignment of an existing section of park trail. Developer shall be responsible for the demolition and removal of that area of park trail which LSPR representatives specifically identify. Further, Developer shall realign and reinstall the trail in order to reconnect the same, at its' sole expense, including all applicable planning and permitting costs. Said reconstruction shall be in compliance with the standards and requirements which may be set forth by LSPR from time to time with regard to trail development, and the design of the realignment shall be subject to approval by the Administrator of Parks and Recreation.
6. **Construction of Restrooms.** Developer shall construct a restroom facility in a location to be determined by LSPR which provides convenient access to parking, shelters, trails and utilities. Restrooms will be constructed in a manner that is substantially similar and equivalent to the restroom facilities in existence at Lea McKeighan Park and Miller J. Fields Park and shall have water, sewer, and electrical service, and shall further be equipped with sufficient heating and ventilating to be fully functional year round. Prior to construction, Developer shall submit its' proposed design and construction plan for the restrooms on the site identified by LSPR to the Administrator of Parks and Recreation. The Administrator of Parks and Recreation shall have the authority to approve or reject any such plan. Developer shall be responsible for all costs associated with this section, including, but not limited to: design, planning, permitting, and necessary approvals.



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7. **Design and Construction of Pond.** Developer agrees to, at its' sole cost and expense, design and construct a pond/water feature area located on LSPR property, in the area as identified by LSPR which will include and/or be subject to the following minimum requirements:
- a. Maximum slope on the western slope of the dam will be 1 foot vertical to 5 feet horizontal.
 - b. Developer shall provide a geotechnical investigation to ensure that the pond can be constructed as represented by the Streets of West Pryor Preliminary Development Plan.
 - c. Developer shall review plans for pond overflow structure with LSPR staff, which shall occur in concurrence with the design and engineering of the overall development project.
 - d. Developer shall install 10 foot wide walking trails, consisting of 4-inch thick non-reinforced concrete on a bed of 4-inches of crushed stone, along the bank of the water feature and shall connect to the existing park trail system in a manner as designated by LSPR.
 - e. Developer shall install at the wet perimeter of the pond/water feature a stone fortified edging to enhance appearance and protect against erosion of bank areas.
 - f. Developer shall install guard rails as necessary and defined by the 2012 International Building Code, as well as any applicable City of Lee's Summit, Missouri code requirements. Said guard rails shall consist of decorative metal and the design and consistency of the same shall be submitted to the Administrator of Parks and Recreation for consideration and approval.
 - g. Developer shall install a minimum of three (3) Victor Stanley seating benches installed on brick paver bases and installed strategically around the perimeter of the pond/water feature area on the water side of the walking trail referenced in subsection A.7.d, above. Said benches shall be of the same style and quality used by LSPR in other areas of Lowenstein Park,
 - h. Developer shall install decorative limestone stacking rock on the western slope of the dam consistent with designs to be mutually agreed upon by Developer and LSPR prior to Developer's submittal of the Final Development Plan for the Streets of West Pryor project.
 - i. Developer shall install twenty (20) upper story 3-inch caliper deciduous trees in areas of the park as determined and identified by LSPR.
 - j. Developer and LSPR shall enter into a separate Maintenance Agreement for purposes of outlining ongoing obligations with regard to repair, maintenance, and liability of the pond/water feature which will exist on both Developer and LSPR property.
8. **Contribution for Additional Park Improvements.** As further consideration for the contributions from LSPR in providing continuity to the overall mixed-use development



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plan, and in order to enhance the public offerings available, Developer shall contribute the total sum of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00) to LSPR, which shall be utilized for additional improvements to Lowenstein Park, said improvements and the installation or implementation of the same to be determined at LSPR's sole discretion.

9. **Implementation of Wildlife Management Protocol.** Developer agrees to establish and implement a comprehensive Wildlife Management Plan for the Streets of West Pryor Development, including specifically that portion which is Lowenstein Park, which incorporates the following minimum phased components:
 - a. **Phase One - Blue Water Dye:** Developer agrees to utilize and maintain use of blue pond dye to deter geese and other wildlife from landing on the pond referenced in subsection A.7, above. This treatment shall be at the expense of Developer and shall occur as often as reasonable and necessary to deter goose activity on the pond and surrounding areas.
 - b. **Phase Two - Grass and Plant Management:** Developer shall, in the design and construction of the pond referenced in subsection A.7., above, as well as in the maintenance thereof, make appropriate landscape choices and modifications as are reasonable and necessary to discourage goose activity. This shall include, but not be limited to planting more bushes and plants in the area and planting less palatable or preferred plants and grass species so as to make the area less inviting to geese.
 - c. **Phase Three - Liquid Goose Repellent:** In the event that the conditions outlined in Phase One and Phase Two, above, do not, in the opinion of LSPR, effectively deter geese in the area, Developer agrees to treat grasses and plants surrounding the pond as often as necessary and practical with a liquid goose repellent, consisting of a non-toxic biodegradable food ingredient called Methyl Anthranilate. This treatment shall be at the expense of Developer and shall occur as often as reasonable and necessary to deter goose activity.
 - d. **Phase Four - Geese Police:** In the event that the conditions outlined in Phases One, Two and Three, above, do not, in the opinion of LSPR, effectively deter geese in the area, Developer agrees to, at its sole cost and expense, engage the services of "Geese Police" which are handlers specially trained to work with and use highly trained Border Collies and special techniques to deter geese from being in a given area.
 - e. **Additional Measures Not Contemplated Herein:** In the event that none of the above phases, in the opinion of LSPR, adequately address goose activity, Developer agrees to work with LSPR in good faith to identify alternative remedies, at Developer's cost.
10. **Development of Private Multi-Use Trails.** Developer commits to the construction of various private, multi-use trails throughout the Streets of West Pryor development in mutually agreeable locations and in compliance with applicable provisions of the City of Lee's Summit, Missouri's Unified Development Ordinance and Design and Construction Manual, in such a manner that the trails provide connectivity to Lowenstein Park.



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11. **Cooperation in Road Improvements.** The City of Lee's Summit, Missouri's Development Center has preliminarily identified additional improvements that must be made to Lowenstein Drive and Black Twig as a result of the proposed Streets of West Pryor Development. Developer agrees to assume the full cost for any such improvements, as well as any impacts to Lowenstein Park which may occur as a result of said road improvements, including, but not limited to the cost of relocating existing park trails, and specifically the construction, reconstruction, or relocation of any trail to ensure the continuance of a pedestrian connection from the park trail to Summerfield Drive. Improvements shall be completed by Developer with the prior express, written authorization by the Administrator of Parks and Recreation.

B. LSPR RESPONSIBILITIES. LSPR agrees to the following:

1. **Grant of Sewer Easement.** LSPR agrees to grant Developer an easement for the extension of a sanitary sewer main across a portion of Lowenstein Park, to be drafted and identified as a separate document upon final determination of the location, alignment and depth of the sewer main to be installed. Developer shall be responsible to return any portion of the easement area to like or better conditions upon completion of the construction of the sewer line, and shall further repair or replace any utilities, site amenities, trails or other improvements that may be damaged during construction. Developer will pay all costs associated with design, planning, permitting, approvals, installation, and construction of the sewer line.
2. **Grant Permission to Construct Pond/Water Feature Area on LSPR Property.** LSPR agrees to grant Developer the right, via License, Easement, or other means, permission to construct a portion of a pond/water feature on a portion of Lowenstein Park property, more particularly identified on the attached "Exhibit A," and subject to the conditions as set forth herein, as well as any applicable codes, laws or other regulations. The portion of said pond/water feature area which exists on LSPR property shall remain the property of LSPR, while the portion of said pond/water feature area which exists on Developer's property shall remain the property of Developer. Developer and LSPR shall enter into a separate Maintenance Agreement for purposes of outlining ongoing obligations with regard to repair, maintenance, and liability of the pond/water feature which will exist on both Developer and LSPR property. No right of ownership shall transfer from LSPR to Developer.
3. **Cooperation in Road Improvements.** The City of Lee's Summit, Missouri's Development Center has preliminarily identified additional improvements that must be made to Lowenstein Drive and Black Twig as a result of the proposed Streets of West Pryor Development. LSPR agrees to cooperate with Developer and the City of Lee's Summit to identify and accommodate any needed road or infrastructure improvements. Any work which shall occur on LSPR property as a result of the needed road improvements shall be subject to review and approval by the Administrator of Parks and Recreation, said approval shall not be unreasonably withheld.

C. GENERAL PROVISIONS.

1. **Cooperation.** Each of the undersigned parties shall designate in writing a representative responsible for the cooperative performance of this Memorandum, including such person's name, address telephone numbers. During the period of time



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which Developer is performing work on LSPR property, the designated representatives of the parties will meet in person or by telephone at least once each quarter to discuss the status of the project and the requirements of this Memorandum to the extent necessary, and make recommendations for improvements or modifications, if necessary. Once the construction and modification phase of the project is complete, representatives of the parties shall meet in person or by telephone at least once every six months for the same purposes with regard to ongoing maintenance of the property. In addition, any one of the three representatives can call a meeting of all three representatives by notifying the other two representatives in writing and giving at least five (5) business days' notice of such meeting.

2. **Compliance with this Memorandum.** In the event that LSPR determines that this Memorandum has been materially breached, LSPR shall provide written notice specifying the alleged breach or non-compliance the Developer representative referenced in subsection C.1., above. The written notice of alleged breach or non-compliance shall, to the extent possible, state the name, address and telephone number of the complaining party, the specific nature of the event or activity claimed to have been a breach, the dates and times each such activity or event occurred, the nature and extent of any action or response taken by the complainant or by LSPR, and the remedy requested by LSPR. Following receipt of such written notice specifying an alleged breach or non-compliance, Developer shall have ten (10) business days to submit a written response to the LSPR's notice. Following its receipt of the response, LSPR may request a meeting of the designated representatives of Developer for the purpose of discussing the alleged breach and the response. If a resolution or agreement as to a course of action is not reached between the parties following that meeting, LSPR reserves the right to take any actions at law or equity to enforce the provisions of this MOU.
3. **Term and Termination.** This MOU shall be in effect from _____, 20____, and shall automatically renew for successive one (1) year periods for so long as Developer continues its' use of LSPR property pursuant to the grant of authorization to be provided as outlined in subsection B.2, above, or until terminated by LSPR for breach of this MOU, subject to any rights available to LSPR at law or equity.
4. **Notice.** Unless otherwise directed in writing, any and all notices, reports, and payments arising out of this MOU shall be sent via Regular U.S. Mail, first class, postage prepaid, to the following:

If to LSPR:

Lee's Summit Parks and Recreation
Attn: Joseph D. Snook, Administrator
220 SE Green Street
Lee's Summit, Missouri 64063

If to Developer:

Streets of West Pryor
Attn: Matt Pennington



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*7200 W. 132nd St., Suite 150
Overland Park, KS 66213*

5. **Insurance and Indemnification.**

a. **General Indemnification.** The Developer shall, during the period of time that any of the activities referenced herein are being undertaken by Developer and for a period of one (1) year thereafter, indemnify, release, defend, be responsible for and forever hold harmless LSPR, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, or omission of the Developer or its officers, agents, employees, or subcontractors, to the extent such loss or injury arises out of or is related to the performance of this MOU; provided, however, that the Developer need not save harmless LSPR from claims, demands, losses and expenses arising out or to the extent caused by the sole negligence of LSPR, its employees or agents. This indemnification obligation shall survive the termination or expiration of this MOU.

i. **No Limitations or Waiver.** The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this MOU, or by a limitation of the amount or type of damages or compensation payable by or for the Developer under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this MOU, or the terms, applicability or limitation of any insurance held by the Developer. LSPR does not, and shall not, waive any rights against the Developer which it may have by reason of this indemnification, because of the acceptance by LSPR, or the deposit with LSPR by the Developer, of any of the insurance policies described in this MOU. In addition, the parties agree that this indemnification by the Developer shall not be limited by reason of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

ii. **Notification of Claims.** With respect to any claims which are subject to indemnity hereunder, the Developer shall immediately notify LSPR of any and all claims filed against the Developer or the Developer and LSPR jointly, and shall provide LSPR with a copy of the same.

iii. **Use of Independent Contractors.** The fact that the Developer carries out any activities under this MOU through independent contractors shall not constitute an avoidance of, or defense to, the Developer's duty of defense and indemnification under this section.

b. **Insurance.**

i. **General Provisions.** Prior to commencing any work contemplated under this MOU, the Developer shall file with LSPR evidence of liability insurance that is consistent with the requirements and in the amounts set forth below.



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ii. Limits and Coverage. Bodily Injury and Property Damage, Commercial General Liability Coverage – Occurrence Form:

- (a) Commercial General Liability: Minimum \$2,000,000 each occurrence limit for bodily injury and property damage; \$2,000,000 policy aggregate; \$2,000,000 products and completed operations aggregate.
- (b) Automobile Liability: Minimum \$2,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.
- (c) Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption; employer's liability \$1,000,000 each occurrence.
- (d) Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of \$2,000,000 each occurrence and aggregate; at least as broad as the underlying general liability, automobile liability and employer's liability.

The following endorsements shall attach to the policy:

- (a) The policy shall cover personal injury as well as bodily injury.
- (b) 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.
- (c) Broad form property damage liability shall be afforded.
- (d) The City shall be listed as an additional insured.
- (e) Standard form of cross-liability shall be afforded.
- (f) The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.

The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity.

iii. Use of Contractors and Subcontractors. The Developer shall not permit any contractor or subcontractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this Section and the City of Lee's Summit, Missouri's Design and Construction Manual. Said insurance shall be maintained in full force and effect until the completion of construction of the improvements.

iv. Workers' Compensation. The Developer shall ensure that all contractors or subcontractors performing work for the Developer obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, the Developer shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and



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to fully protect LSPR from any and all claims arising out of occurrences during construction of the Improvements. The Developer agrees to hold harmless, indemnify and reimburse LSPR for any damage, loss, costs, payments or expenses of any kind (including LSPR's reasonable attorney's fees) incurred or sustained by LSPR as a result of the failure of either the Developer or any contractor or subcontractor of the Developer to obtain and maintain such insurance. The Developer further waives its rights to subrogation with respect to any claim against LSPR for injury arising out of performance under this MOU. The Developer shall provide LSPR with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Improvements.

6. **Prevailing Wage.** Developer shall be responsible for ensuring compliance with applicable prevailing wage laws as a result of all work and services being completed on property owned by LSPR and for the benefit of LSPR in accordance with this MOU.
7. **Amendment.** Any amendment to this MOU shall be valid only if in writing and signed by both parties.
8. **Assignment.** Neither party shall transfer, assign, or modify any of the rights or obligations of this MOU without the prior written consent of the other party.
9. **Anti-Discrimination.** Developer shall not, in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, gender, sexual orientation, national origin or religious creed.
10. **Governing Law.** All contractual agreements, including this MOU, shall be subject to, governed by and construed according to the laws of the State of Missouri. Any lawsuit arising from or relating to this MOU shall only be filed in the Circuit Court of Jackson County, Missouri.
11. **Entire Agreement.** The parties declare and represent that no promise, inducement, or agreement not expressed herein have been made and that this MOU constitutes the entire agreement of the parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the parties, regarding the subject matter contained herein.

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MEMORANDUM OF UNDERSTANDING – LOWENSTEIN PARK AND STREETS OF WEST PRYOR

IN WITNESS WHEREOF, the parties have hereunto executed this MOU as of the date first written above.

LSPR

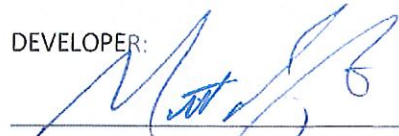


Joseph D. Snook, Administrator
Lee's Summit Parks & Recreation Department



Approved as to Form
Superintendent of Legal Services and Human Resources

DEVELOPER:



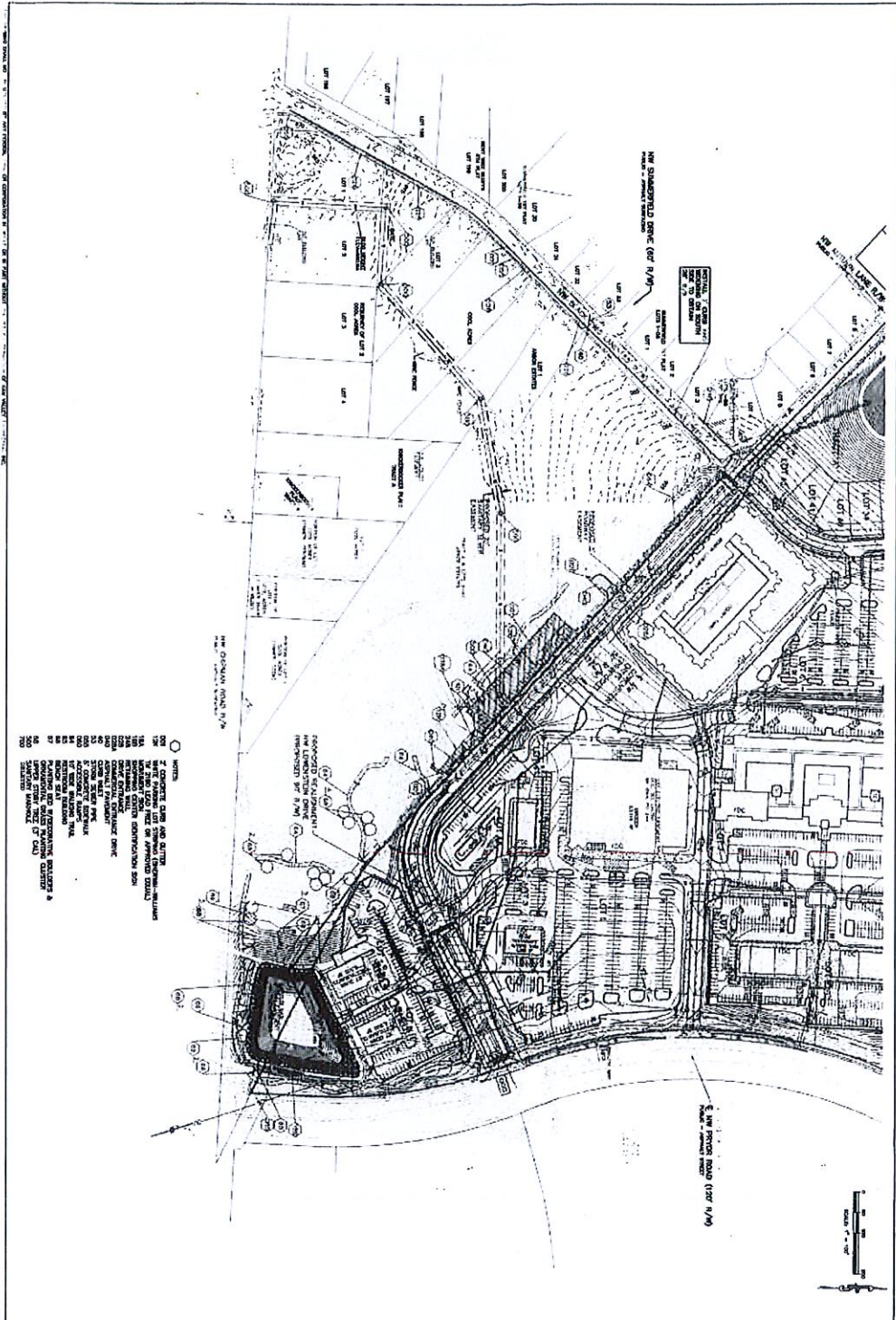
By: Streets of West Pryor, LLC

Title: Manager



Attest

Exhibit A



C-125 0	STREETS OF WEST PRYOR NWQ NW PRYOR ROAD & NW LOWENSTEIN DRIVE LEE'S SUMMIT, MISSOURI	 4720 N. BRIDGE P.O. BOX 1254 LEES SUMMIT, MISSOURI 64063 TEL: (816) 922-1000 FAX: (816) 922-7114 WWW.KAWVALLEYENGINEERING.COM	 LISA D. COOPER ENGINEER CIVIL & SURVEY	1 - 12-18 - shed signs
	PRELIMINARY DEVELOPMENT PLAN LOWENSTEIN PARK & NW BLACK TWO LANE - SUPPLEMENT NO. 1			REV. DATE DESCRIPTION 11-28-16 FINAL 22.4

EXHIBIT D

PROJECT SCHEDULE

[Attached]



Via: Email
February 25, 2019

Dawn Bell
Project Manager
City of Lee's Summit Development Center
220 SE Green Street
Lee's Summit, MO 64063
Phone: 816.969.1242

Email: Dawn.Bell@cityofls.net

RE: Streets of West Pryor
Pryor and I-470
Lee's Summit, MO

Dear Dawn:

The following is provided as a summary of the preliminary public improvement construction start dates for the Lowenstein Road/Black Twig Lane, Water and Sewer improvements required by the Final Plat, Streets of West Pryor, Lots 1 thru 14, Tracts A, B, C & D, Lee's Summit, Jackson County, MO. The construction start dates are proposed as follows:

1. Start Phase 1 South Sanitary Sewer System Construction: April 1, 2019
2. Start Demolition East Half of Lowenstein Road: April 17, 2019.
3. Start Lowenstein Road and Pryor Road Intersection Construction: June 26, 2019
4. Start East Half of Lowenstein Road Water Main Construction: May 1, 2019
5. Start North Sanitary Sewer System Construction: May 1, 2019
6. Start Phase 2 South Sanitary Sewer System: June 20, 2019
7. Start Lowenstein Road and Pryor Road Intersection Construction: June 26, 2019
8. Start East Half of Lowenstein Road Construction: June 26, 2019.
9. Start Right in Right Out Pryor Road Entrance Construction: July 1, 2019
10. Start Pryor Road and Summit Woods Signal and Intersection Construction: August 1, 2019
11. Start West Half of Lowenstein Road and Black Twig Lane Construction: September 26, 2019
12. Start Lowenstein Road and Pryor Road Traffic Signal: September 26, 2019
13. Start West Half of Lowenstein Road Water Main: October 15, 2019

The above schedule is subject to weather and material availability. If you have any questions, please contact me.

Sincerely,

David N. Olson
Monarch Acquisitions, LLC

Matt Pennington
Streets of West Pryor, LLC

cc: Drake Project File w/ 1 set enclosures