

**DEVELOPMENT AGREEMENT FOR A DEVELOPMENT AT FIFTY AND SEVEN
STATE HIGHWAYS**

THIS DEVELOPMENT AGREEMENT FOR THE PROVISION OF POTABLE WATER SERVICE INFRASTRUCTURE (“**Agreement**”) is made this ___ day of _____, 2020 (the “**Effective Date**”), by and between Woods Custom Homes, LLC, a Missouri limited liability company (hereinafter called “**Developer**” and the City of Lee’s Summit, Missouri, a municipal corporation (the “**City**”) (each is a “**Party**” and collectively the “**Parties**”).

WHEREAS, the City is aware that Developer is interested in receiving water service from the City as allowed in a final judgement dated November 16, 2007 in the case of *Lone Summit Development Group, Inc. and Lone Summit Bank v. Public Water Supply District #14*, Case No. 516-CV351 84 (the “**Judgment**”) for a subdivision to be constructed on land generally located south and west of the intersection of State Highways 50 and 7 consisting of approximately 103.5 acres and located within the City limits of Lake Lotawana (the “**Development**”) on property legally described in **Exhibit A** (“**Property**”) at the location depicted on a location map which is set forth in in **Exhibit B**. The legal description defines the Property on **Exhibit A** but Developer is also agreeing to include all the property contiguous to that shown on **Exhibit B** owned or controlled or to be owned or controlled by Developer in the southwest quadrant of the intersection State Highways 50 and 7;

WHEREAS, the City of Lake Lotawana has approved a preliminary plat and zoning for the Development and Developer is preparing to construct necessary infrastructure for said Development as required by said plat and zoning;

WHEREAS, the Development is within territory that was detached from Water District #14 on September 25, 2008;

WHEREAS, the Parties recognize that the City serving the Development assists the City in future delivery of service in the adjacent areas west of State Highway 7 which areas City is entitled to serve with water service; and

WHEREAS, the Parties seek to establish their respective rights, duties and obligations for engineering, design and construction of the public water line improvements that will serve the Development, and have freely negotiated in good faith and this Agreement reflects the desires of the Parties.

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

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

“**Applicable Laws**” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, policy, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of

or agreement with or by any governmental authorities that may apply to the Improvements or the other matters in this Agreement.

“**Easements**” shall mean all easements necessary for the City or any contractor to construct infrastructure within the Development as designed by an engineer acceptable to both contractor and Developer.

“**Final Acceptance**” shall mean that the City accepts the Water Line Improvements described on **Exhibit C** as meeting its specifications and requirements contained within its Design and Construction Manual and takes possession and control of said infrastructure by written certification to the City Clerk of the City that all of the City’s applicable laws and design requirements have been met and the infrastructure will function as designed to the satisfaction of the City.

“**City Engineer**” shall mean the City of Lee’s Summit Engineer or his/her designated representative.

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

“**Design Plans**” shall mean the initial design plans commissioned by the City and final design plans approved by the City Water Department for construction within the Development.

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

“**Development**” means all of the site work and development on the Property.

“**Final Design Plans**” shall mean the plans for water line infrastructure to be constructed within the Development to the point that the City may accept such infrastructure and provide service of potable water through such infrastructure to the Development while meeting all of the City’s requirements for such infrastructure and all Applicable Law.

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

“**Plat**” shall mean the plat approved by the City of Lake Lotawana for the Property as described on **Exhibit A**.

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

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

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

2. **Declaration of Election to Accept Potable Water Service from the City of Lee’s Summit, Missouri.** Developer hereby exercises its right to select the entity to provide water service to the Property as provided in the Judgment, by selecting the City of Lee’s

Summit, Missouri as its provider of potable water service for the Development. This election includes all currently controlled or owned property or property to be acquired, owned or controlled by Developer in the future and which could be served by the City with this election.

3. **Requirements for Improvements.** Unless otherwise specified herein, the provisions set forth in this Section shall be applicable to the financing, design, engineering and construction of the Improvements to be constructed as required by this Agreement.

A. **Requirement to design, engineer and construct.** The City, at its sole cost and expense, shall design, engineer and construct the Phase 1 Water Line Improvements. The Developer, at its sole cost and expense, shall design, engineer and construct the Phase 2 Water Line Improvements.

B. **Construction Costs.**

“Phase 1 Water Line Improvements”: There will be no cost to the Developer for the Phase 1 Water line improvements as the City has elected to design, permit and install the Phase 1 Improvements as shown on **Exhibit C** itself. All costs associated with designing, engineering and constructing the Phase 1 Water Line Improvements shall be paid by the City.

“Phase 2 Water Line Improvements”: The Developer will construct and pay for the Phase 2 Water Line Improvements prior to developing the lots shown as commercially zoned on **Exhibit A**. Design and construction costs for the Phase 2 Water Line Improvements shall be paid for by the Developer and will not be reimbursed by the City. The Phase 2 Water Line Improvements are represented in **Exhibit C**.

C. **Applicable Standards and Approvals.** The Improvements shall be designed, engineered, constructed, placed into service and dedicated to the City in accordance with (i) 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, (ii) any other applicable rules, requirements and standards established by the City, and (iii) the project schedule to be agreed upon by the Parties prior to the start of construction. All such work shall be done in good and workmanlike manner. The Developer shall be responsible for obtaining approval for any portion of the Phase 2 Water Line 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 Phase 2 Water Line Improvements.

D. **Schedule.** Prior to the construction of the Phase 2 Water Line Improvements, the Developer shall submit to the City Engineer a proposed project schedule for the Phase 2 Water Line Improvements. No permits will be sought or accepted by the developer issued for the Development until the schedule has been reviewed by the City Engineer and Staff of departments directly impacted by the timing of the Phase

2 Water Line Improvements. If conflicts with the schedule are determined, Staff shall return the schedule with comments, to be resubmitted by the Developer.

- E. Design Phase. The Developer shall submit all preliminary design documents to the City for approval before proceeding with the construction of the Phase 2 Water Line Improvements to be constructed by the Developer. On the basis of such approved preliminary design documents, the Developer shall:
- (1) Prepare detailed drawings, plans, design data, and estimates to show the character and scope of the work to be performed by contractors for all Phase 2 Water Line Improvements ("**Plans**").
 - (2) Furnish to the City Engineer copies of such Plans and other documents and design data as may be required to secure approval of such governmental authorities as may have jurisdiction over design criteria applicable to the Phase 2 Water Line Improvements.
 - (3) Furnish the number of approval copies of the final Plans for the Phase 2 Water Line Improvements as the City may require.
 - (4) Ensure that the Plans conform to all Applicable Laws of the City and any other jurisdiction which may have authority over the Development.
 - (5) All final Plans shall be presented to the City Engineer for approval.
- F. Construction. The requirements set forth in **Exhibit C** shall apply to the construction of the Improvements. The Developer shall maintain, at its sole cost and expense, the Phase 2 Water Line Improvements until such time as said Phase 2 Water Line Improvements are finally accepted by the City. The Developer shall not commence, or authorize commencement, of any work related to the construction of the Phase 2 Water Line Improvements until all City and other governmental required permits and authorizations have been obtained.
- G. Right of Way Acquisition.
- (1) The City already holds sufficient land rights to install the Phase 1 Water Line Improvements and Developer has no obligation to obtain any additional rights relating to the Phase 1 Water Line Improvements. The Developer shall be responsible for deeding, dedicating or acquiring -for the donation of all right-of-way or easements that are needed to construct the Phase 2 Water Line Improvements that will be dedicated and conveyed to the City, including all necessary temporary construction easements.
 - (2) The Developer shall dedicate or convey, as applicable, to the City all right-of-way or easements owned or held by the Developer which are necessary for the Phase 2 Water Line Improvements. For purposes of the Phase 2 Water Line Improvements, in the event Developer is required by any landowner to pay for any such interest or easement, such payment will be

negotiated for and paid for by the City. The City agrees to assist Developer in obtaining any such interest or easement, as reasonably requested by Developer.

- H. Utility Relocation. 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 Phase 1 Water Line Improvements, which are not paid by a utility company, shall be paid by 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 Phase 2 Water Line Improvements, which are not paid by a utility company, shall be paid by the Developer.
- I. Inspections and Revisions. The Developer agrees to permit City employees, agents and contractors to inspect, observe, and oversee the construction of all Improvements in order to ascertain and determine that the standards of the City have been met. The Developer shall obtain the City Engineer's approval of all revisions materially altering the design or specifications of the Phase 2 Water Line Improvements.
- J. Dedication. Upon completion, inspection and approval of the Phase 2 Water Line Improvements that are within the jurisdiction of the City, the Developer will dedicate, convey and deed title, possession and ownership to the Phase 2 Water Line Improvements to the City, for its use, operation and maintenance. The City shall be under no obligation to accept the dedication or conveyance of any Phase 2 Water Line Improvements constructed pursuant to this Agreement until it has been inspected and approved to the satisfaction of the City Engineer. Once approved by the City Engineer, the City will accept such dedication or conveyance of such Phase 2 Water Line Improvements. Upon written notice of the inspection and approval of the City Engineer, the Developer agrees to convey all the Phase 2 Water Line Improvements to the City free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the opinion of the City Attorney, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar. The City acknowledges that the right of the Developer in the Phase 2 Water Line Improvements is subject to any liens and encumbrances on the Property entered into by the Developer, and any such lienholder shall possess all rights to enjoy the Phase 2 Water Line Improvements as may be possessed by the Developer and intended for the Property, but the Developer shall not specifically enter into any lien or encumbrance that gives any entity rights to the Phase 2 Water Line Improvements dedicated to the City other than the right to use said Phase 2 Water Line Improvements as intended for the Property.

4. Indemnification.

- A. General Indemnity. To the extent allowed by law, 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 to the extent arising out of or resulting from any act, error, or omission of the Developer or its officers, agents, employees, or subcontractors, to the extent such loss or injury arises in connection with or on account of the Developer's work or in consequence of any negligence in connection with the same, or on account of any poor workmanship, or on account of any act of commission or omission of Developer or of their agents or employees, or for any cause arising during the course of construction; provided, however, that the Developer need not save harmless the City from claims, demands, losses and expenses arising out or to the extent caused by the negligence of the City, its employees or agents. This indemnification obligation shall survive the termination or expiration of this Agreement. This indemnification obligation is not intended as a waiver of sovereign immunity or any other defense or immunity available to City or any of its elected or appointed officials, agents, employees or contractors.

- B. No Limitations or Waiver. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for the Developer under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by the Developer. The City does not, and shall not, waive any rights against the Developer which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by the Developer, of any of the insurance policies described in this Agreement. In addition, the Parties agree that this indemnification by the Developer shall not be limited by reason of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- C. Notification of Claims. With respect to any claims which are subject to indemnity hereunder, the Developer shall immediately notify the City of any and all claims filed against the Developer or the Developer and the City jointly, and shall provide the City with a copy of the same. Such notice shall be given in the manner prescribed by Section 27.
- 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 Phase 2 Water Line Improvements, the Developer shall file with the City evidence of liability insurance that is consistent with the requirements of the City's Standard Insurance and Indemnification Requirements and in the amounts set forth below.
- B. **Limits and Coverage.** Bodily Injury and Property Damage, Commercial General Liability Coverage – Occurrence Form unless otherwise agreed by the City:
- (1) Commercial General Liability: Minimum \$3,000,000 each occurrence limit for bodily injury and property damage; \$3,000,000 policy aggregate; \$2,000,000 products and completed operations aggregate.
 - (2) Automobile Liability: Minimum \$3,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.
 - (3) Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption; employer's liability \$1,000,000 each occurrence.
 - (4) Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of \$3,000,000 each occurrence and aggregate; at least as broad as the underlying general liability, automobile liability and employer's liability.

The following endorsements shall attach to the policy:

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

The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the

maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to Chapter 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity or any defense or immunity the City or any of its employees, officials elected and appointed or agents may be entitled to. The statutory waiver of sovereign immunity for 2020 is \$2,908,664 for all claims arising out of a single accident or occurrence.

- C. Use of Contractors and Subcontractors. The Developer shall not permit any contractor or subcontractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this Section and the City's Standard Insurance and Indemnification Requirements. Said insurance shall be maintained in full force and effect until the completion of construction of the Phase 2 Water Line Improvements, and issuance of a Certificate of Substantial Completion by the City as appropriate.
- D. Workers' Compensation. The Developer shall ensure that all contractors or subcontractors performing work for the Developer obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, the Developer shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect the City from any and all claims arising out of occurrences during construction of the Phase 2 Water Line 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 Phase 2 Water Line Improvements.

6. **Bonds.** The Developer shall, or shall ensure that its contractors shall, provide for the following bonds for the Phase 2 Water Line Improvements.

- A. Performance Bond. Prior to commencement of construction and ending upon acceptance of the Phase 2 Water Line Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Performance Bond in a form approved by the City Attorney, in an amount equal to the cost of the Phase 2 Water Line 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 Phase 2 Water Line Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Payment Bond in a form

approved by the City Attorney, in an amount equal to the cost of the Phase 2 Water Line 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 as an additional obligee and copies of certificates of such bond shall be delivered to the City.

- C. **Maintenance Bonds.** Prior to acceptance and dedication of the Phase 2 Water Line Improvements, the Developer shall, or shall ensure that its contractors shall, provide a Maintenance Bond in a form approved by the City Attorney, in an amount equal to fifty percent (50%) of the cost of the Phase 2 Water Line Improvements as approved by the City Engineer, which shall be in effect for a term of three (3) years from the date that the City issues a Certificate of Substantial Completion for such Phase 2 Water Line Improvements covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The Maintenance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
 - D. **Indemnity for Failure to Provide Bonds.** The Developer shall indemnify the City and its officers and employees for any damage or loss incurred or sustained by the City, its officers or employees, as a result of the failure of the Developer or its contractors to provide the bonds set forth in this Section.
7. **Prevailing Wage.** To the extent required by law, the Developer, and all contractors and subcontractors performing work for or on behalf of the Developer with respect to the Phase 2 Water Line Improvements, shall pay wages in accordance with, and in all respects comply with, Missouri's Prevailing Wage Law (Sections 290.210 to 290.340, RSMo.) and all other laws relating to the payment of wages. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City with regard to the failure of the Developer or any contractor or subcontractor to pay prevailing wages as required by law or this Agreement. When requested, the Developer shall submit sufficient information to the City's Director of Finance to allow Staff to verify that the Developer, and its contractors and subcontractors, have complied with prevailing wage laws and regulations.
8. **Remedies.** Each Party to this Agreement agrees that if it fails to perform when due any act required by this Agreement to be performed, then, in addition to whatever other remedies are available to the non-defaulting Parties hereto, the non-defaulting Party shall have the right to enforce specific performance of this Agreement against the defaulting Party, and such non-defaulting Party shall, to the extent permitted by law, be entitled to its reasonable costs, attorneys' fees and court costs in connection with such enforcement.
9. **Rights and Remedies Non-Exclusive.** No right or remedy conferred upon or reserved to any Party in this Agreement is intended to be exclusive of any rights or remedies, and each and every right and remedy shall be cumulative and shall be in addition to every right and remedy given now or hereafter existing at law or in equity.

10. **Non-Waiver.** No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
11. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of the State of Missouri.
12. **Venue.** In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, and the Parties expressly waive any rights to venue inconsistent therewith.
13. **City Requirements and Prior Approval.** The Developer agrees to comply with all Applicable Laws, including, but not limited to, the UDO, the Design and Construction Manual, and all planning or infrastructure requirements related to the development of the Property. The Developer acknowledges and agrees that any 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.** The City shall file a copy of this Agreement or a memorandum of this Agreement in the office of the Recorder of Deeds for Jackson County, Missouri ("**Office**"). This Agreement shall run with the land and be binding on and inure to the benefit of the Parties and their respective legal representatives, successors in interest, successors and assigns. Upon certification by the City Engineer of the completion of the Developer's obligations under this Agreement, Staff will execute, on behalf of the City, a document suitable for recording in the Office, in such form as is approved by the City Attorney that acknowledges the completion of the Developer's obligations under the Agreement.
15. **Time of Essence.** Subject to weather delays and other delays beyond the control of the Parties, time is of the essence with respect to the duties and obligations set forth herein.
16. **Estoppel Letter.** Upon request by Developer, the City shall prepare and deliver to Developer an estoppel letter confirming for the benefit of any purchaser or lender whether the Developer is or is not in default under this Agreement and verifying the status of Developer's performance of its obligations under this Agreement.
17. **Representations.** The Developer represents that it owns the Property described in **Exhibit A** on the date that this Agreement is executed. Each Party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its

terms and conditions; and (d) has not assigned or transferred any claim against the other Party that is the subject of this Agreement.

19. **No Waiver of Breach.** No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
20. **Rules of Construction.** Each Party to this Agreement has received independent legal advice from its attorneys of choice with respect to entering this Agreement and the advisability of agreeing to the provisions herein. Because each Party has had its respective legal counsel review the terms of this Agreement, the normal rules of construction to the effect that any ambiguities in its terms be resolved against the drafting Party shall not be employed with regard to issues of its validity, interpretation, performance or enforcement.
21. **Assignment.** The Agreement may not be assigned or transferred, in whole or part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other Party, which consent shall not be unreasonably withheld. The Developer shall request the assignment of the Agreement, with the consent of the City, to any person, firm, corporation, or entity to which any ownership interest in the Property is transferred after the date of execution of this Agreement.
22. **Scope of Agreement.** This Agreement and the acts provided for herein is the entire agreement between the Parties with respect to the engineering, design and construction of the Improvements, the terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all Parties. The Parties acknowledge that other contracts have been executed which provide for the terms and conditions under which funding and ownership shall be handled for the Improvements.
23. **Exhibits.** All Exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.
24. **Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to modify, expand or limit the scope of any provision of the Agreement.
25. **Severability.** Any provision of this Agreement which is not enforceable according to law will be severed from this Agreement, and the remaining provisions shall be enforced to the fullest extent permitted by law. If any one or more of the terms, provisions or conditions of this Agreement shall be declared unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining terms, conditions and provisions contained herein shall in no way be affected, prejudiced, limited or impaired thereby.
26. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

27. **Notice.** Any notice required by this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:

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

With a copy to:

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

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

Notices to Developer shall be addressed to:

Attn. Shawn Woods
Woods Custom Homes, LLC
2800 NW Hunter Drive
Blue Springs, Missouri 64015

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 Effective Date.

CITY OF LEE’S SUMMIT, MISSOURI

Stephen Arbo, *City Manager*

Attest:

Trisha Fowler Arcuri, *City Clerk*

Approved as to form:

Nancy K. Yendes, *Chief Counsel of Planning and Infrastructure*

Notary for City of Lee's Summit

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen 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:

WOODS CUSTOM HOMES, LLC

By: _____
Shawn Woods, President

Notary for Developer

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of October, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Shawn Woods, the President of Woods Custom Homes, LLC, a Missouri limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of the Developer described herein.

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 (Drawing Attached)

LEGAL DESCRIPTION OF THE PROPERTY

Part of the Northeast QUARTER of Section 18, Township 47, Range 30, Jackson County, Missouri, described as follows:

Commencing at the Southeast corner of the Northeast Quarter of Section 18, Township 47 North, Range 30 West, Jackson County, Missouri; thence NORTH 89°50'09" WEST (DEED=North 89° 51' 11" West), along the South line of the Northeast Quarter of said Section 18, a distance of 47.39 FEET (DEED=48.13 feet) to a point on the West right of way line of Missouri State Highway Route 7, thence continuing NORTH 89°50'09" WEST (DEED=North 89° 51' 11" West), along the South line of the Northeast Quarter of said Section 18, a distance of 266.82 FEET to a point on the South line of the Northeast Quarter of said Section 18. Said point also being the TRUE POINT OF BEGINNING of the tract of land to be herein described; thence continuing NORTH 89°50'09" WEST (DEED=North 89°51' 11" West), along the South line of the Northeast Quarter of said Section 18, a distance of 2323.63 FEET to the Southwest corner of the Northeast Quarter of said Section 18; thence NORTH 02°14'04" EAST, along the West line of the Northeast Quarter of said Section 18, a distance of 2,016.36 FEET; thence NORTH 82 degrees 22 minutes 15 seconds EAST, a distance of 83.74 FEET to a point of curvature; thence long a curve to the left, tangent to the previous course and having a radius of 600.00 feet, a central angle of 07 degrees 41 minutes 08 seconds , a chord bearing of NORTH 78 degrees 31 minutes 41 seconds EAST, and an arc length of 80.48 FEET; thence NORTH 74 degrees 41 minutes 07 seconds EAST, a distance of 145.91 FEET to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 1200.00 feet, a central angle of 22 degrees 12 minutes 38 seconds , a chord bearing of NORTH 85 degrees 47 minutes 26 seconds EAST, and an arc length of 465.18 FEET; thence SOUTH 83 degrees 06 minutes 15 seconds EAST, a distance of 389.16 FEET to a point of curvature; thence along a curve to the left, tangent to the previous course and having a radius of 800.00 feet, a central angle of 19 degrees 45 minutes 39 seconds , a chord bearing of NORTH 87 degrees 00 minutes 56 seconds EAST, and an arc length of 275.91 FEET to a point of curvature; thence along a curve to the left, having an initial tangent bearing of SOUTH 19°33'50" EAST and having a radius of 550.00 FEET, a central angle of 30 degrees 48 minutes 03 seconds , a chord bearing of SOUTH 34 degrees 57 minutes 52 seconds EAST, and an arc length of 295.67 FEET; thence SOUTH 50 degrees 21 minutes 53 seconds EAST, a distance of 138.05 FEET to a point of curvature; thence along a curve to the left, tangent to the previous course and having a radius of 550.00 feet, a central angle of 37 degrees 22 minutes 15 seconds , a chord bearing of SOUTH 69 degrees 03 minutes 01 seconds EAST, and an arc length of 358.73 FEET; thence SOUTH 87 degrees 44 minutes 08 seconds EAST, a distance of 122.29 FEET to a point of curvature; thence along a curve to the left, tangent to the previous course and having a radius of 1000.00 feet, a central angle of 02 degrees 07 minutes 03 seconds , a chord bearing of SOUTH 88 degrees 47 minutes 39 seconds EAST, and an arc length of 36.96 FEET; thence SOUTH 89 degrees 51 minutes 11 seconds EAST, a distance of 77.68 FEET; thence SOUTH 00 degrees 00 minutes 15 seconds WEST, a distance of 76.77 FEET to a point of curvature; thence along a curve to the left, tangent to the previous course and having a radius of 500.00 feet, a central angle of 10 degrees 13 minutes 08 seconds , a chord bearing of SOUTH 05 degrees 06 minutes 19 seconds EAST, and an arc length of 89.18 FEET; thence SOUTH 10 degrees 12 minutes 53 seconds EAST, a distance

of 144.90 FEET to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 500.00 FEET, a central angle of 19 degrees 53 minutes 47 seconds , a chord bearing of SOUTH 00 degrees 16 minutes 00 seconds EAST, and an arc length of 173.63 FEET; thence SOUTH 09 degrees 40 minutes 54 seconds WEST, a distance of 218.33 FEET to a point of curvature; thence along a curve to the left, tangent to the previous course and having a radius of 1000.00 FEET, a central angle of 15 degrees 38 minutes 17 seconds , a chord bearing of SOUTH 01 degrees 51 minutes 45 seconds WEST, and an arc length of 272.94 FEET; thence SOUTH 05 degrees 57 minutes 23 seconds EAST, a distance of 204.86 FEET to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 300.00 FEET, a central angle of 15 degrees 52 minutes 45 seconds , a chord bearing of SOUTH 01 degrees 59 minutes 00 seconds WEST, and an arc length of 83.14 FEET; thence SOUTH 09 degrees 55 minutes 22 seconds WEST, a distance of 152.62 FEET to a point of curvature; thence along a curve to the left, tangent to the previous course and having a radius of 500.00 FEET, a central angle of 13 degrees 34 minutes 21 seconds , a chord bearing of SOUTH 03 degrees 08 minutes 12 seconds WEST, and an arc length of 118.44 FEET; Thence SOUTH 03 degrees 38 minutes 59 seconds EAST, a distance of 106.68 FEET, to the TRUE POINT OF BEGINNING, and containing 103.50 acres, more or less.

EXHIBIT B

MAP OF THE DEVELOPMENT AREA

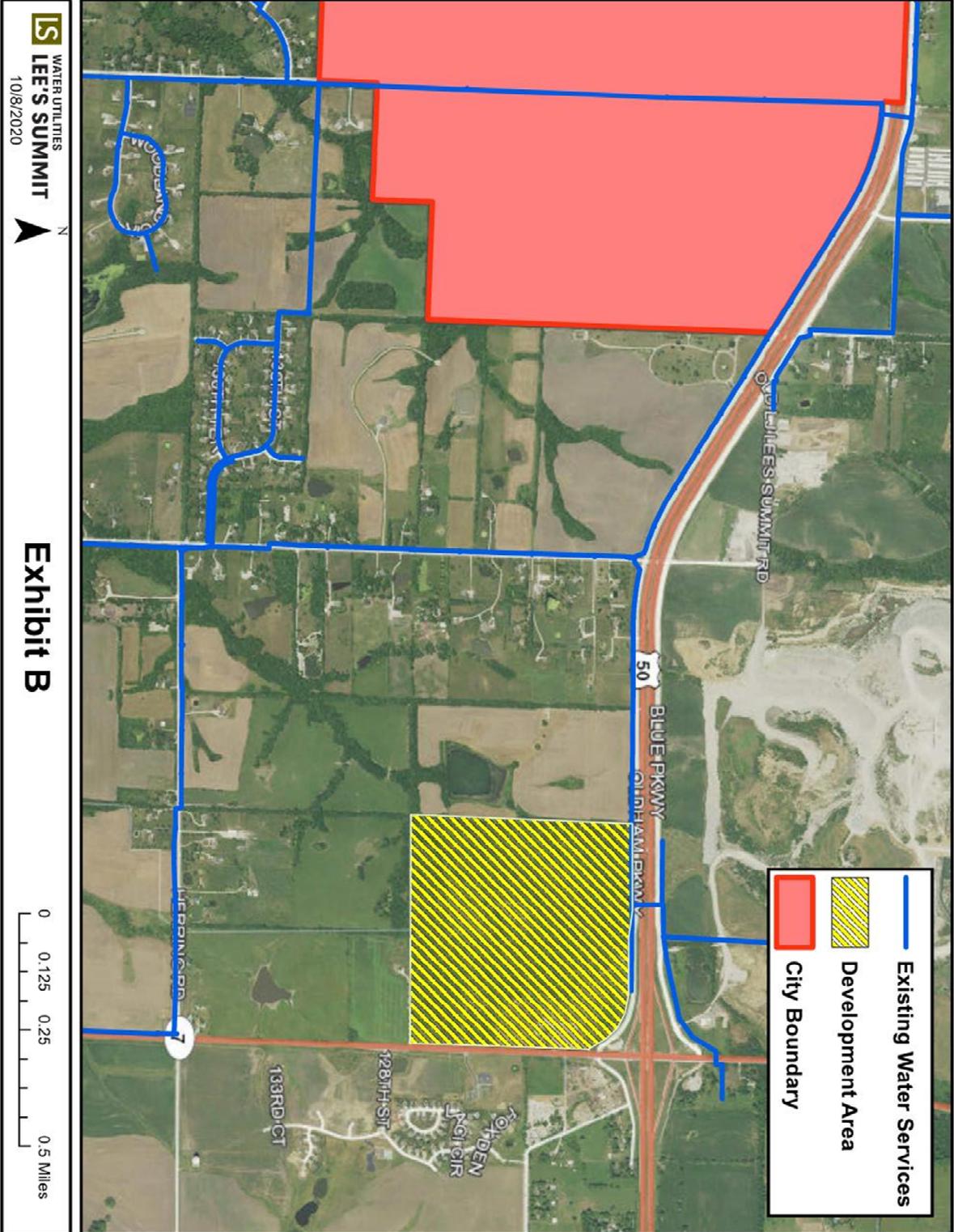


EXHIBIT C

REQUIREMENTS FOR THE IMPROVEMENTS

The “**Improvements**” collectively consist of all of the water line improvements necessary for the City to provide potable water service to the Development. The Phase 1 Water Line Improvements shall be funded, designed, engineered, and constructed by or at the direction of the City in the manner set forth in this Agreement. The Phase 2 Water Line Improvements shall be funded, designed, engineered, and constructed by or at the direction of the Developer in the manner set forth in this Agreement.

Water Line Improvements – The “**Improvements**” and the general estimates for the cost of same shall consist of the following items as shown on the attached drawing:

Phase 1 Water Line: Approximately 3000 LF of 12” waterline, 7 Fire Hydrant Assemblies, 4 12” Valves, 2 Air Release Structures and Miscellaneous Fittings.

Phase 2 Water Line: Approximately 2800 LF of 12” waterline, 6 Fire Hydrant Assemblies, 3 12” Valves, 1 Air Release Structures and Miscellaneous Fittings.

