

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT is made and entered into this ___ day of _____, 2021, (the "Effective Date"), between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation of the State of Missouri, ("KCMO"), through its PUBLIC WORKS DEPARTMENT ("PWD"), with a mailing address at 414 E 12th Street, Kansas City, MO 64106; and Hunt Midwest Real Estate Development Inc, with mailing address of 8300 NE Underground Drive, Kansas City, MO 64151 ("Owner");

Whereas, KCMO declared certain real property surplus in Ordinance No. _____, adopted by the City Council on _____, near Maplewoods Parkway and Shoal Creek Parkway, ("Surplus Property"), and sought alternative land upon which to construct, locate and maintain the road improvements, including any necessary structures or appurtenances, for the "N. Woodland Complete Streets Project North of Shoal Creek Parkway";

Whereas, KCMO specified in such Ordinance No. _____, certain easements that would be reserved for the benefit of KCMO related to existing infrastructure in place on such Surplus Property and KCMO intends to seek requests for proposals for such Surplus Property indicating a preference for alternative land upon which to construct, locate and maintain the road improvements, including any necessary structures or appurtenances, ("RFP");

Whereas, OWNER is the sole owner in the fee simple estate, of certain parcel of property located at the Northeast corner of Shoal Creek Parkway and N. Woodland Ave. in Kansas City, Missouri, and identified as Clay County Tax Parcel No. 74-14-00-00-00-00-01-01-00-00-00, ("Maplewoods Parkway Parcel").

Whereas, Owner wishes to offer certain right-of-way, permanent easement, and temporary easement property interests, "Property Interests", to be located on the Maplewoods Parkway Parcel, said Property Interests are described on **Exhibit A** attached hereto, for the purpose of constructing, locating, and maintaining the road improvements, including any necessary structures and appurtenances, in exchange for the Surplus Property, with the understanding that such Surplus Property will be subject to easements reserved for existing infrastructure as more fully set forth in Ordinance No. _____;

Whereas, KCMO's execution of this Cooperative Agreement was authorized by Ordinance No. _____, passed by its City Council on _____;

Now Therefore, in consideration of the mutual promises, covenants, rights and obligations created herein, the sufficiency of which is adequate to support enforcement hereof, the City of Kansas City, Missouri and Hunt Midwest Real Estate Development Inc., agree as follows:

1. Owner will transfer the right-of-way, permanent easement, and temporary easement property interests, the legal descriptions of which are included on **Exhibit A**, to KCMO as follows:

- a. By General Warranty Deed to KCMO the right-of-way in the form as attached as **Exhibit B.**
 - b. A Permanent Water Main Easement in the form as attached as **Exhibit C.**
 - c. A Temporary Construction Easement in the form as attached as **Exhibit D.**
2. Concurrently with the transfer of the Property Interests to KCMO, KCMO will transfer title to the Surplus Property in the form of a General Warranty Deed, in the form of **Exhibit E,** to Owner of the tract of land described in Ordinance No. _____, subject to the reservation of easements as described and specified in such Ordinance for existing infrastructure.
3. This Agreement shall commence upon the execution by all parties, but not earlier than the latest of the effective dates of the Ordinance passed by KCMO authorizing the execution of this Agreement. If title satisfactory to KCMO is not achievable for any of the Property Interests prior to _____, then KCMO may elect to terminate this Agreement. The parties hereto recognize that KCMO needs to satisfy its financial obligations hereunder out of funds annually appropriated for that purpose. In the event no funds, or insufficient funds, are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal year for payments due hereunder, KCMO will notify the other parties of this occurrence, but no less than thirty days after such determination is made that insufficient funds are appropriated.

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Signature Pages Appear on Subsequent Pages**

IN WITNESS WHEREOF, that each party here has signed, after all formalities have been performed, by its duly authorized officer as of the day and year above written.

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC

By: _____

Name: Ora H. Reynolds

Title: President and CEO

CITY OF KANSAS CITY, MISSOURI,
a Municipal Corporation

By: _____

Name: _____

Title: _____

Approved as to Form and Legality:

Matthew W. Cooper
Assistant City Attorney

EXHIBIT A

LEGAL DESCRIPTIONS OF PROPERTY INTERESTS

Water Easement

A tract of land in the Northeast Quarter of Section 25, Township 52N, Range 33W in Kansas City, Clay County, Missouri described as follows:

Commencing at the Southwest corner of the Northeast Quarter of Section 25; thence North 00 degrees, 35 minutes, 00 seconds East, along the West line of the Northeast Quarter, 359.61 feet; thence South 89 degrees, 25 minutes, 00 seconds East, leaving the West line, 49.91 feet the POINT OF BEGINNING; thence North 00 degrees, 00 minutes, 00 seconds East, 139.29 feet; thence North 07 degrees, 59 minutes, 46 seconds East, 138.25 feet to a Point of Curvature; thence on a curve to the left having a radius of 1037.33 feet and an arc length of 134.21 feet to a Point of Tangency; thence North 00 degrees, 35 minutes, 00 seconds East, 259.59 to the South line of Lot 1, BENTON HOUSE OF STALEY HILLS, recorded in Book H at Page 176.4 at the Clay County Missouri Records Office; thence South 89 degrees, 25 minutes, 00 seconds East, along the South line of Lot 1, 20.00 feet; thence South 00 degrees, 35 minutes, 00 seconds West, leaving the South line, 295.59 feet to a Point of Curvature; thence on a curve to the right having a radius of 1057.33 feet and an arc length of 137.55 feet to a Point of Tangency; thence South 08 degrees, 02 minutes, 13 seconds West, 135.41 feet; thence South 00 degrees, 00 minutes, 00 seconds East, 178.08 feet to a point on the North Right-Of-Way of Shoal Creek Pkwy; thence North 40 degrees, 05 minutes, 56 seconds, along the North Right-Of-Way, 5.17 feet to a Point of Curvature; thence on a curve to the right, continuing along the North Right-Of-Way, having a radius of 76.00 feet and an arc length of 39.70 feet to the POINT OF BEGINNING, containing 14,627 square feet or 0.336 acres, more or less.

Right of Way

A tract of land in the Northeast Quarter of Section 25, Township 52N, Range 33W in Kansas City, Clay County, Missouri described as follows:

Commencing at the Southwest corner of the Northeast Quarter of Section 25; thence North 00 degrees, 35 minutes, 00 seconds East, along the West line of the Northwest Quarter, 910.38 feet; thence South 89 degrees, 25 minutes, 00 seconds East, leaving the West line, 30.00 feet to the POINT OF BEGINNING; thence North 00 degrees, 35 minutes, 00 seconds East, 30.00 feet East of and parallel with the West line, 155.03 feet; thence South 89 degrees, 25 minutes, 00 seconds East, 45.00 feet; thence South 00 degrees, 35 minutes, 00 seconds West, 75.00 feet East of and parallel with the West line, 154.57 feet; thence North 89 degrees, 59 minutes, 58 seconds West, 45.00 feet to the POINT OF BEGINNING, containing 6966 square feet or 0.160 acres, more or less.

Temporary Construction Easement

A tract of land in the Northeast Quarter of Section 25, Township 52N, Range 33W in Kansas City, Clay County, Missouri described as follows:

Commencing at the Southwest corner of the Northeast Quarter of Section 25; thence North 00 degrees, 35 minutes, 00 seconds East, along the West line of the Northeast Quarter, 359.61 feet; thence South 89 degrees, 25 minutes, 00 seconds East, leaving the West line, 49.91 feet the POINT OF BEGINNING; thence North 00 degrees, 00 minutes, 00 seconds East, 139.29 feet; thence North 07 degrees, 59 minutes, 46 seconds East, 138.25 feet to a Point of Curvature; thence on a curve to the left having a radius of 1037.33 feet and an arc length of 134.21 feet to a Point of Tangency; thence North 00 degrees, 35 minutes, 00 seconds East, 259.59 to the South line of Lot 1, BENTON HOUSE OF STALEY HILLS, recorded in Book H at Page 176.4 at the Clay County Missouri Records Office; thence South 89 degrees, 25 minutes, 00 seconds East, along the South line of Lot 1, 20.00 feet; thence South 00 degrees, 35 minutes, 00 seconds West, leaving the South line, 295.59 feet to a Point of Curvature; thence on a curve to the right having a radius of 1057.33 feet and an arc length of 137.55 feet to a Point of Tangency; thence South 08 degrees, 02 minutes, 13 seconds West, 135.41 feet; thence South 00 degrees, 00 minutes, 00 seconds East, 178.08 feet to a point on the North Right-Of-Way of Shoal Creek Pkwy; thence North 40 degrees, 05 minutes, 56 seconds, along the North Right-Of-Way, 5.17 feet to a Point of Curvature; thence on a curve to the right, continuing along the North Right-Of-Way, having a radius of 76.00 feet and an arc length of 39.70 feet to the POINT OF BEGINNING, containing 14,627 square feet or 0.336 acres, more or less.

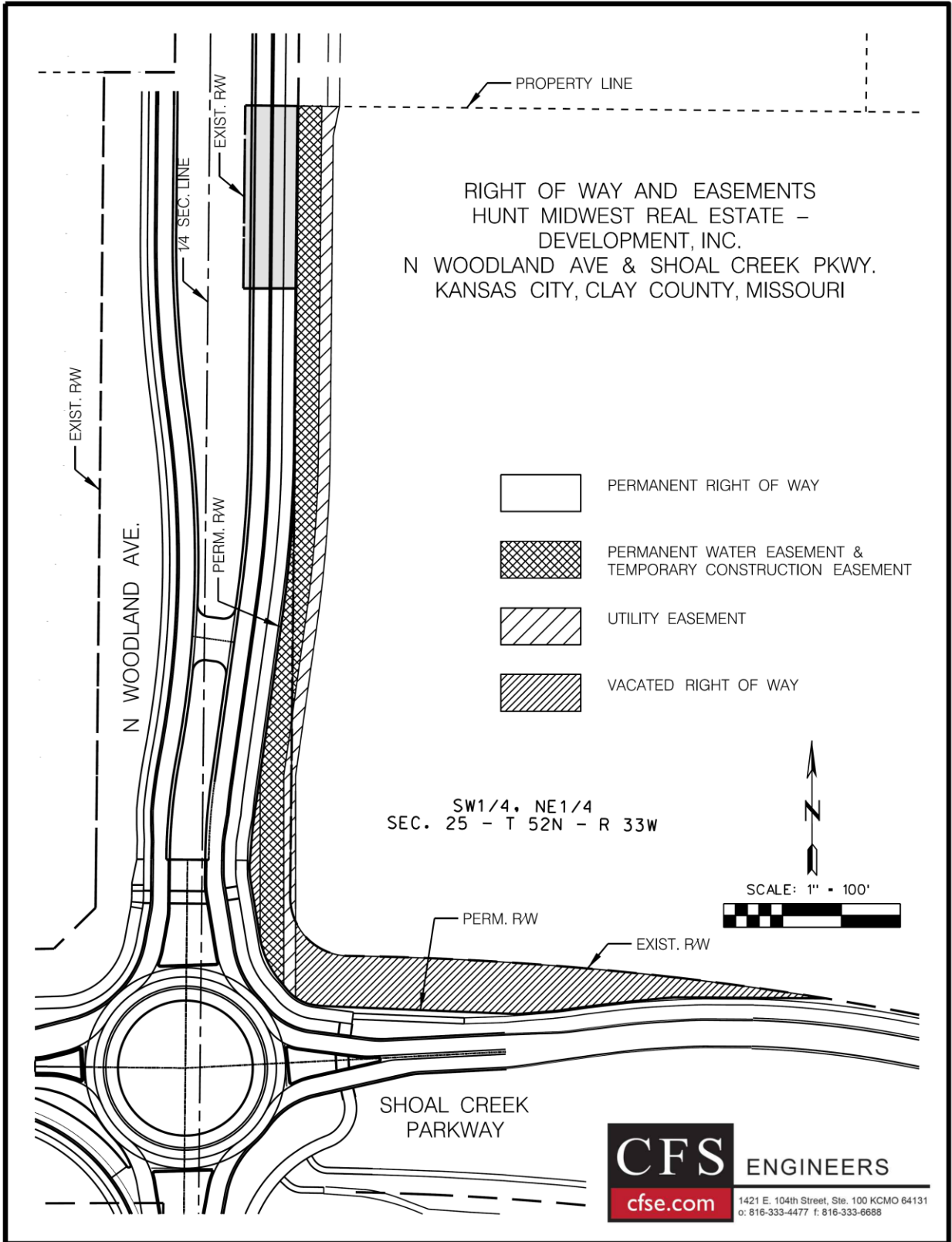


EXHIBIT B

GENERAL WARRANTY DEED FOR STREET RIGHT-OF-WAY

[INSERT HERE]

EXHIBIT C

PERMANENT WATER MAIN EASEMENT

[INSERT HERE]

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT

[INSERT HERE]

