

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
09/28/2015 04:24:22 PM
INSTRUMENT TYPE: ORDI FEE: \$36.00 6 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2015E0087318

Robert T. Kelly, Director, Recorder of Deeds

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 140709

Approving the plat of Hospital Hill North, Block 2, an addition in Jackson County, Missouri; accepting various easements; authorizing the Director of City Development to execute and/or accept certain agreements; and authorizing the City Clerk to record this ordinance and attached documents. (SD1488)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section A. That the plat of Hospital Hill North, Block 2, a tract of land generally located north of 22nd Street, south of 21st Street and west of and adjacent to Campbell Street, and more specifically described as follows:

That part of Block 6, Bouton's Addition, a Subdivision in the City of Kansas City, Jackson County, Missouri, being more particularly described as follows: Beginning at the Northeast corner of said Block 6; thence North 87 degrees 15 minutes 16 seconds West, along the North line thereof, a distance of 339.96 feet (Plat = 340.00 feet), to the Northwest corner of said Block 6; thence South 2 degrees 13 minutes 05 seconds East, along the West line of said Block 6, a distance of 329.69 feet, to a point on the North Right of Way line of 22nd Street, as established by Document No. 2003K0058174; thence South 15 degrees 51 minutes 32 seconds East, this and the following courses being along said North Right of Way line, a distance of 32.23 feet; thence South 87 degrees 15 minutes 03 seconds East, a distance of 159.94 feet, to a point on the East line of the West 1/2 of said Block 6; thence North 2 degrees 13 minutes 26 seconds West, this and the following course being along said North Right of Way line as established by Document No. 2009E0007871, a distance of 15.55 feet; thence South 87 degrees 15 minutes 03 seconds East, a distance of 169.94 feet, to a point on the East line of said Block 6; thence North 2 degrees 13 minutes 47 seconds East, departing said North Right of Way line and long said East line, a distance of 344.71 feet, to the point of

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 140709

beginning. The above description contains 119,658 s.f. or 2.747 acres, more or less,

is hereby approved subject to the following conditions:

1. That the developer dedicate additional right of way for 22nd Street as required by the Land Development Division so as to provide a total of 50 feet of right of way as measured from the centerline of 22nd Street; so as to provide a minimum of 100 feet of right of way for 22nd Street according to MSP.
2. That the developer dedicate an additional right of way on Charlotte Street for a total of 75 feet of right of way and 37.5 feet measured from the centerline of Charlotte as required by the Land Development Division.
3. That the developer subordinate to the City all private interest in the area of any right of way dedications, in accordance with Chapter 88 and as required by the Land Development Division, and that the owner/developer be responsible for all costs associated with subordination activities now and in the future.
4. That after the City Plan Commission enters its disposition for the development plan, the developer shall not enter into any agreement that would encumber or otherwise have any impact on the proposed right of way dedication for the planned project without the prior written consent of the Land Development Division.
5. That the developer amend the development plan prior to final approval of the plan after submitting a letter to Land Development Division from a licensed civil engineer, licensed architect, or licensed landscape architect, who is registered in the State of Missouri, identifying sidewalks, curbs, and gutters in disrepair as defined by Public Works Department's "OUT OF REPAIR CRITERIA FOR SIDEWALK, DRIVEWAY AND CURB revised 4/8/09" and based on compliance with Chapters 56 and 64, Code of Ordinances, for the sidewalks, curbs, and gutters where said letter shall identify the quantity and location of sidewalks, curbs, and gutters that need to be constructed, repaired, or reconstructed to remedy deficiencies and to remove existing approaches no longer needed by this project. The developer shall secure permits to repair or reconstruct the identified sidewalks, curbs, and gutters as necessary along all development street frontages as shown on the revised plan, as required by the Land Development Division and prior to issuance of any certificate of occupancy permits.

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 140709

6. That the developer submit plans for grading, siltation, and erosion control to the Land Development Division for review and approval prior to beginning any construction activities.
7. That the owner/developer must secure a site disturbance permit from the Land Development Division prior to beginning any construction, grading, clearing, or grubbing activities, if the disturbed area equals one acre or more during the life of the construction activity.
9. That the developer submit a recorded "Conveyance of Easement for BMPs" to show location, design, and owner maintenance obligations for the on-site BMP(s) required to serve CSO retention and attenuation goals for storm water runoff. The easement will be reviewed and processed by the Land Development Division for acceptance by the City, prior to recording the final plat.
10. That the developer enter into a deferral agreement to dedicate additional right-of-way on the south side of 22nd Street so as to accommodate the addition of a westbound exclusive right-turn lane on 22nd Street from Campbell Street to Charlotte Street, as required by the Public Works Department.
11. That the developer enter into a deferral agreement to construct an additional exclusive westbound left-turn lane at the intersection of Charlotte Street and 22nd Street, including relocation and modification to the existing traffic signal at 22nd Street and Charlotte Street, as required by the Public Works Department, that includes the dedication of 12 feet of additional right-of-way on the south side of 22nd Street between Charlotte Street and Campbell Street.
12. That the developer provides fire protection as required by the Fire Marshal's Office.

Section B. That the plat granting and reserving unto Kansas City an easement and license or right to locate, construct, operate and maintain facilities including, but not limited to, water, gas, sewerage, telephone, cable TV, surface drainage, underground conduits, pad mounted transformers, service pedestals, any and all of them upon, over, under and along the strips of land outlined and designated on the plat by the words utility easement or U/E be and the same are hereby accepted and where other easements are outlined and designated on the plat for a particular purpose, be and the same are hereby accepted for the purpose as therein set out.

Section C. That the Director of City Development is hereby authorized to execute and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public property dedicated on the plat.

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 140709

Section D. That the City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the plat has been released for recording, in the Office of the Recorder of Deeds of Jackson County, Missouri.

Section E. That the Council finds that the City Plan Commission has duly endorsed its approval of this plat.

Approved as to form and legality:



Sarah Baxter
Assistant City Attorney

This is to certify that General Taxes for 20 14, and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

City Treasurer, Kansas City, MO

By 

Dated, Sept. 24, 2015



Authenticated as Passed



Sly James, Mayor



Marilyn Sanders, City Clerk

MAY 21 2015

Date Passed

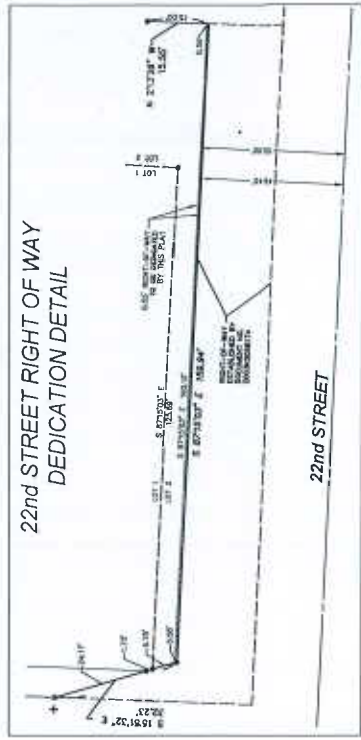
FINAL PLAT

HOSPITAL HILL NORTH, BLOCK 2

A MAJOR SUBDIVISION IN THE CITY OF
KANSAS CITY, JACKSON COUNTY, MISSOURI
PART OF THE NORTHEAST 1/4 OF
OF SECTION 8, TOWNSHIP 49, RANGE 33



22nd STREET RIGHT OF WAY DEDICATION DETAIL



CONTRACTOR
TRUMAN METEORICAL CENTER, INC.
ATTENTION: SURVEY DEPARTMENT
200 N.W. 24th ST., SUITE 200
KANSAS CITY, MISSOURI 64108
TEL: (816) 432-1100
FAX: (816) 432-1101
E-MAIL: truman@trumancenter.com

ENGINEER
ANDERSON SURVEY COMPANY
200 N.W. 24th ST., SUITE 200
KANSAS CITY, MISSOURI 64108
TEL: (816) 241-4000
FAX: (816) 241-4001
E-MAIL: anderson@andersonsurvey.com

STATEMENT OF WORK
ANDERSON SURVEY COMPANY HAS BEEN HONORARILY DESIGNATED AS THE SURVEYOR FOR THIS PROJECT. THE SURVEYOR'S RESPONSIBILITIES ARE LIMITED TO THE PREPARATION OF THE PLAT AND THE VERIFICATION OF THE DATA PROVIDED BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR THE ACCURACY OF THE DATA PROVIDED AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

SHEET 1 OF 3

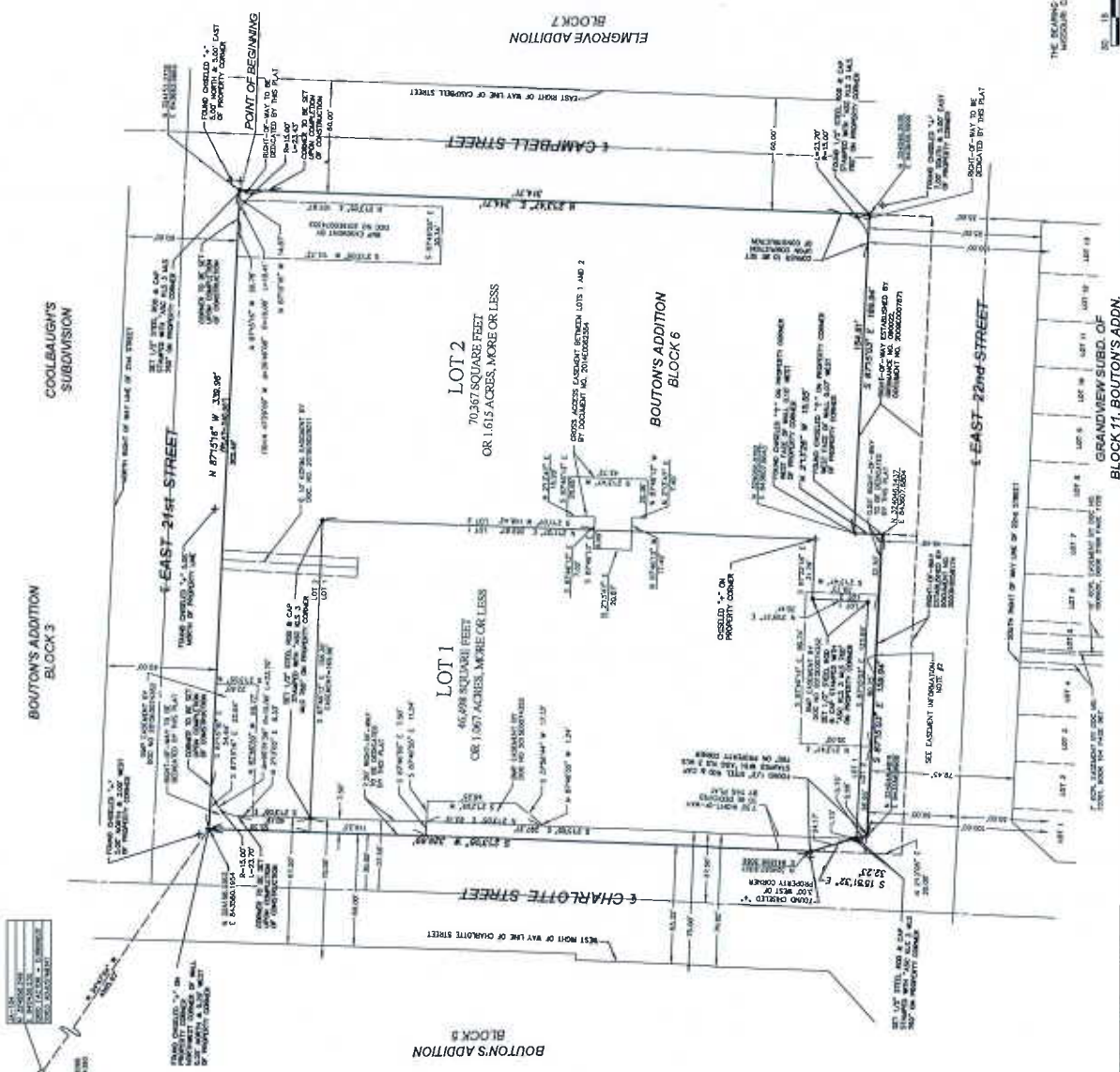
DATE OF PREPARATION: AUGUST 3, 2015



THE BEARING SYSTEM SHOWN HEREON IS BASED ON THE
MISSOURI COORDINATE SYSTEM OF 1983, NAD 83



412784-PLAT PLOT 6-29-14-096



412784-PLAT PLOT 6-29-14-096

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

09/28/2015 04:24:22 PM

INSTRUMENT TYPE: AGRE FEE: \$39.00 8 PGS
NON-STANDARD FEE: \$25.00



INSTRUMENT NUMBER / BOOK & PAGE

2015E0087320

Robert T. Kelly, Director, Recorder Of Deeds

**Jackson County
Recorder of Deeds
Non-Standard Document**

This document has been recorded and you have been charged the
non-standard fee pursuant to
RSMo 59.310.3.

This certificate has been added to your document
in compliance with the laws of the State of Missouri.



Robert T. Kelly, Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

This page has been recorded as a permanent part of your document. Please do not remove.

SUBORDINATION OF EASEMENT AND RELOCATION
AGREEMENT

THIS INDENTURE, made this 16 day of September, 2015, between KANSAS CITY POWER & LIGHT CO. (Grantor), _____ Truman Medical Center, Inc., (Developer), and the CITY OF KANSAS CITY, MISSOURI (Grantee). *414 E. 12th Street
Kansas City, MO
64108*

WITNESSETH:

WHEREAS, KANSAS CITY POWER & LIGHT has certain easement rights, as described in the instrument recorded in the Recorder of Deeds Office of Jackson County, Missouri, in Document No. K825405, parts of which are within the boundaries of a proposed street right-of-way to be known as 22nd Street, said street right of way being dedicated as part of the plat of Hospital Hill North, Block 2 , a subdivision in Kansas City, Jackson County, Missouri;

WHEREAS, Developer desires to have dedicated for public use as a part of 22nd Street a portion of said property included in said easement. The street to be dedicated within the easement area is to be known as 22nd Street, as described in the exhibit labeled "Exhibit Drawing", a copy of which is attached hereto and made a part hereof, and as more particularly described as follows:

See attached Exhibit "A"

NOW, THEREFORE, in consideration of the amount of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, KCPL hereby agrees that said easement as above described shall be and the same is hereby subordinated to the aforesaid dedication by Developer, for public use as street right-of-way and shall have the same effect as if said dedication had been executed and recorded prior to the date of the execution of said easement, with the following exceptions:

1. Grantor shall have the right to maintain, improve, modify, and add to its existing facilities in said street right-of-way dedicated by Developer to Grantee, subject to City's Ordinances and Regulations. If Grantor's future improvement, reconstruction or maintenance of its facilities damages the right-of-way, Grantor will repair or replace the existing right-of-way in accordance with the City's standards in effect on the date of damage.
2. Grantee agrees that if future improvements to the right-of-way require the relocation or modification or other adjustment of the Grantor's facilities located in the easement, Grantee will not require the Grantor to relocate or rebuild at Grantor's expense, nor will Grantee or Developer install or require the installation of any street-light poles, arms or luminaries within the easement without the express written consent of Grantor, which consent shall not be unreasonably withheld.

3. In the event that the right-of-way is vacated by the Grantee, then any and all rights herein subordinated shall revert to Grantor.

4. This agreement shall be effective only if executed by all parties and recorded on or before September 15, 2017 in the Office of the Recorder of Deeds Jackson County, Missouri; otherwise this agreement shall be null and void.

This indenture shall be binding upon the undersigned and its successors and assigns.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have entered into this Subordination of Easement and Relocation agreement as of the day and year first above written.

KANSAS CITY POWER & LIGHT CO.

By: 
Derek Ward
Supervisor of Real Estate
(816) 245-4022
4400 E. Front Street
Kansas City, MO 64120

ACKNOWLEDGEMENT

State of Missouri)
) ss:
County of Jackson)

On this 2nd day of, 2015, before me personally appeared Derek A. Ward, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as the free act and deed of Kansas City Power and Light Co. and that he was authorized to do so.

IN WITNESS WHEREOF, I have set my hand and affixed my notary seal the day and year in this certificate above written.


Notary Public

SANDRA C. MOORE
Notary Public - Notary Seal
State of Missouri
Commissioned in Jackson County
My Commission Expires: 5/25/2017
Commission # 13717505

My Commission Expires

Truman Medical Center, Inc.
A Missouri not-for-profit corporation

I hereby certify that I have authority to
execute this document on behalf of
Developer.

By: *Steve DeGarmo*
Name: Steve DeGarmo
Title: Vice President, Facilities and Real
Estate
2055 Holmes Street
Kansas City, MO 64108
(816) 404-2625

Date: 9.3.15

(X) Corporation

ACKNOWLEDGEMENT

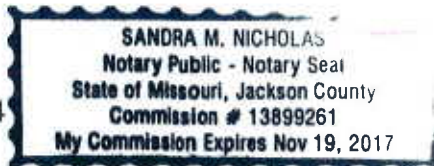
State of Missouri)
) ss:
County of Jackson

On this 3rd ^{september} day of 2015 before me personally appeared Steve DeGarmo, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as the free act and deed of TMC and that he was authorized to do so.

IN WITNESS WHEREOF, I have set my hand and affixed my notary seal the day and year in this certificate above written.

Sandra M. Nicholas
Notary Public

My Commission Expires



KANSAS CITY, MISSOURI

By: [Signature]
PRP Director of City Planning and Development

ATTESTATION BY CITY CLERK:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

ACKNOWLEDGEMENT

State of Missouri)
County of Jackson) ss:

On this 16 day of September, 2013 before me personally appeared Leroy Hanger to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as the free act and deed of City of Kansas City and that he was authorized to do so.

IN WITNESS WHEREOF, I have set my hand and affixed my notary seal the day and year in this certificate above written.

[Signature]
Notary Public

My Commission Expires

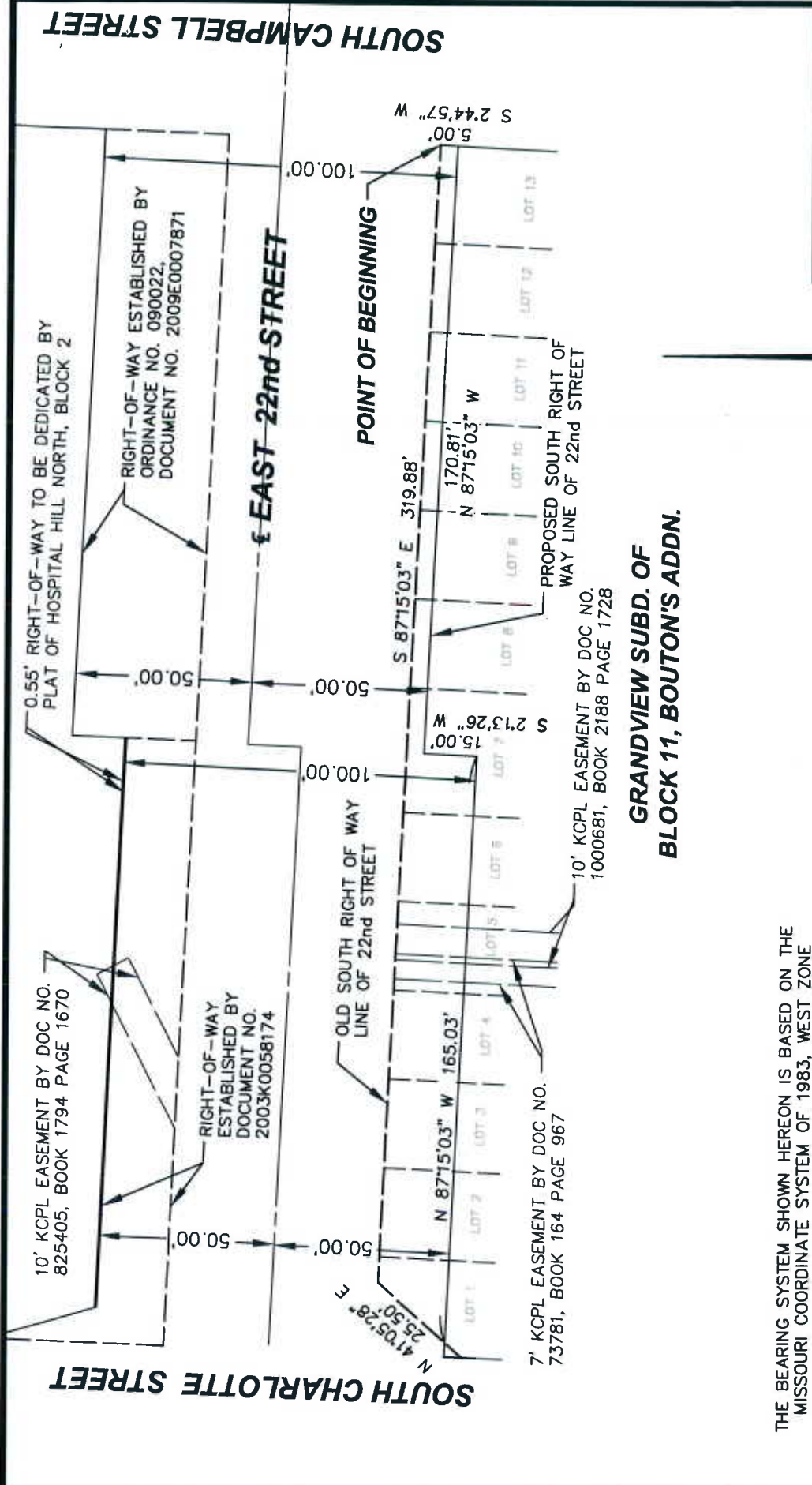


EXHIBIT "A"

NEW RIGHT OF WAY for the street now known as 22nd Street over the following described land.

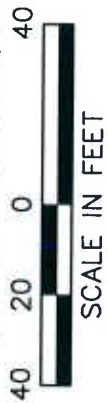
All that part of Lots 1 and 2, Bouton's Addition, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described as follows:

ALL THAT PART OF LOTS 1 THRU 13, BLOCK 11, "**GRANDVIEW SUBDIVISION OF BLOCK 11 BOUTON'S ADDITION**", DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF EAST 22ND STREET AND SOUTH CAMPBELL STREET AS BOTH STREETS ARE NOW ESTABLISHED; THENCE SOUTH 2°-44'-57" WEST ALONG THE WEST LINE OF SAID SOUTH CAMPBELL STREET, A DISTANCE OF 5.00 FEET; THENCE NORTH 87°-15'-03" WEST, A DISTANCE OF 170.81 FEET; THENCE SOUTH 2°-13'-26" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 87°-15'-03" WEST, A DISTANCE OF 165.03 FEET TO A POINT ON THE EASTERLY LINE OF SOUTH CHARLOTTE STREET AS NOW ESTABLISHED; THENCE NORTH 41°-05'-28" EAST ALONG THE EASTERLY LINE OF SAID SOUTH CHARLOTTE STREET, A DISTANCE OF 25.50 FEET TO A POINT ON THE SOUTH LINE OF SAID 22ND STREET; THENCE SOUTH 87°-15'-03" EAST ALONG THE SOUTH LINE OF SAID 22ND STREET, A DISTANCE OF 319.88 FEET TO THE POINT OF BEGINNING. CONTAINING 3,995 SQUARE FEET OR, 0.092 ACRES, MOR OR LESS.



**GRANDVIEW SUBD. OF
BLOCK 11, BOUTON'S ADDN.**

THE BEARING SYSTEM SHOWN HEREON IS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE



MISSOURI STATE CERTIFICATE OF AUTHORITY, 000076

EXHIBIT A

FOR:	TRUMAN MEDICAL CENTER
PROJECT:	HOSPITAL HILL NORTH, BLOCK 2
PROPERTY ADDRESS:	N/A
DATE:	JULY 7, 2015
OWNER:	TRUMAN MEDICAL CENTER



24
8-49-33
14-06-41278-1M
41278M-south rw.dwg

ROBERT J. ANDERSON,
PLS #2010000242

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
09/28/2015 04:24:22 PM
INSTRUMENT TYPE: PREL FEE: \$24.00 3 PGS
NON-STANDARD FEE: \$25.00



INSTRUMENT NUMBER / BOOK & PAGE

2015E0087319

Robert T. Kelly, Director, Recorder Of Deeds

**Jackson County
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Robert T. Kelly, Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

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DEED OF PARTIAL RELEASE
(PARTIAL – CORPORATION)

THIS DEED OF PARTIAL RELEASE WITNESSETH, that **REGIONS BANK**, an Alabama banking corporation authorized to do business in the State of Missouri, having its principal place of business in Birmingham, Alabama, the owner and holder of the note evidencing the debt secured by: (1) that certain Leasehold Deed of Trust / Deed of Trust and Security Agreement dated July 25, 2014, and executed by **HOSPITAL HILL MEDICAL OFFICE BUILDING, LLC**, a Delaware limited liability company ("Hospital Hill"), and **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI**, a public body corporate and politic organized under the laws of Missouri and the ordinances of Kansas City, Missouri (and together with Hospital Hill, the "Borrowers"), and recorded in the office of the Recorder of Deeds for Jackson County, Missouri, on August 4, 2014 as Document No. 2014E0063993 (the "Deed of Trust"), and (2) that certain Assignment of Rents and Leases dated July 25, 2014 by Borrowers in favor of Bank and recorded August 4, 2014 in the office of the Record of Deeds for Jackson County, Missouri, as Document Number 2014E0063994 (the "Assignment of Rents", and together with the Deed of Trust, the "Security Instruments"), for value received, does hereby remise and release from the lien and effect of said Security Instruments the following part of the property therein described, to-wit:

The streets known as East 22nd Street and South Charlotte Street as shown on the plat of Hospital Hill North, Block 2, a subdivision of land in Kansas City, Jackson County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No. 2015E0087, Book 49, Page 82-88 (the "Plat"). 282

The undersigned hereby subordinates the lien and effect of said Security Instruments to the easements as shown on the Plat. Regions Bank expressly acknowledges the recording of the Plat and any lot lines or building lines as shown on said Plat, and does not object to the recording of said Plat.

PROVIDED, HOWEVER, it is expressly understood and agreed that this partial release shall in no wise and to no extent whatsoever, affect the lien of the Security Instruments as to the remainder of the property described in and secured by the Security Instruments.

[Signature on Next Page]

IN WITNESS WHEREOF, these presents have been executed on this the 11 day of September, 2015.

REGIONS BANK

By: Brian D. Higdon
Brian D. Higdon
Its Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, the undersigned, a notary public in and for said county in said state hereby certify that Brian D. Higdon, whose name as Vice President of Regions Bank, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and seal this 11 day of September, 2015.

Gianna M. Clamon
Notary Public
My commission expires _____ **MY COMMISSION EXPIRES MAY 1, 2016**

(SEAL)



RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

09/28/2015 04:24:22 PM

INSTRUMENT TYPE: AGRE FEE: \$75.00 20 PGS
NON-STANDARD FEE: \$25.00



INSTRUMENT NUMBER / BOOK & PAGE

2015E0087321

Robert T. Kelly, Director, Recorder Of Deeds

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in compliance with the laws of the State of Missouri.



Robert T. Kelly, Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

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**DEFERRAL AGREEMENT
FOR ROAD IMPROVEMENTS
HOSPITAL HILL NORTH, BLOCK 2 PLAT**

THIS AGREEMENT made and entered into this 15 day of SEPTEMBER, 2015, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (“City”), and Truman Medical Center, Inc., a Missouri non-profit corporation (“Developer”). 2095 Holmes, Kansas City, MO 64108

WHEREAS, Developer owns the land generally located north of 22nd Street, South of 21st Street and west of and adjacent to Campbell Street, in Kansas City, Jackson County, Missouri (“Property”), more specifically described in Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, on the 21 day of MAY, 2015, the City approved a final plat (“Plat”) (Case No. SD 1488) for the Property by passage of Committee Substitute for Ordinance No. 140709 (the “Plat Ordinance”); and

WHEREAS, the Plat Ordinance requires Developer to: (i) enter into a deferral agreement to construct an exclusive westbound right-turn lane at the intersection of Charlotte Street and 22nd Street, including both the relocation and modification of the existing traffic signal and dedication of additional right-of-way to accommodate said intersection and traffic signal modifications; (ii) enter into a deferral agreement to construct an additional exclusive westbound left-turn lane at the intersection of Charlotte Street and 22nd Street, including both the relocation and modification of the existing traffic signal and dedication of additional 12 feet of right-of-way to accommodate said intersection and traffic signal modifications; and (iii) dedicate additional right-of-way so as to provide additional right-of-way so as to provide 50 feet of right-of-way as measured from the street centerline of 22nd Street and to provide for a minimum of 100 feet of right-of-way for 22nd Street; and

WHEREAS, Developer determined that the right-of-way required by the Plat Ordinance would require expensive relocation of an existing retaining wall on the north side of 22nd Street between Charlotte Street and Campbell Street at Developer’s sole expense; and

WHEREAS, Developer requested the City’s approval for the Developer shifting the centerline of 22nd Street southward, at Developer’s sole expense, from a point 285 feet west Holmes Road to the southbound ramps of Missouri Highway-71 so as to avoid Developer’s requirement to relocate said retaining wall; and

WHEREAS, Developer prepared plans for said shifting of the centerline of 22nd Street southward at Developer’s sole expense from a point 285 feet west Holmes Road to the southbound ramps of Missouri Highway-71 (the “Full Build Road Improvements”) as shown on the plans (the “Full Build Plans”) described on Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, Developer and City agree that the Full Build Improvements are essential to accommodate Developer’s proposed southward shifting of the centerline of 22nd Street and traffic volumes that would be generated by further development within the north campus in Project Areas A, D, F, G and H shown on the UR Plan (“Hospital Hill North Development”) (Case No. 14457-UR) approved by Ordinance No. 140434 attached hereto as Exhibit D and incorporated herein by this reference; and

WHEREAS, Developer agrees, at Developer's sole cost, to dedicate all right-of-way necessary to construct the Full Build Improvements in accordance with the City's design and construction standards, and to construct, at Developer's sole cost, the Full Build Improvements prior to further development within the north campus in Project Areas A, D, F, G and H of the Hospital Hill North Development; and

WHEREAS, Developer proposed and prepared interim plans for the Plat showing interim street improvements and dedication of right-of-way (the "**Partial Build Road Improvements**"), as shown on the plans (the "**Partial Build Plans**") described on Exhibit C attached hereto and incorporated herein by reference, said Partial Build Improvements including widening of 22nd Street to accommodate a new westbound turn lane at Charlotte, re-striping of the southbound approach of Charlotte to provide an exclusive southbound left turn lane and a shared through/right turn lane, sidewalk, curb, curb ramps and gutter improvements on 22nd Street, continued signalization of 22nd and Charlotte intersection, conversion of Campbell street intersection to a right-in/right-out intersection operating under yield sign control, and a re-striping of the corridor; and

WHEREAS, the Full Build Road Improvements and Partial Build Road Improvements are collectively referred to herein as the "**Road Improvements**"; and

WHEREAS, Developer and City agree that the Partial Build Improvements are required to accommodate the Plat; and

WHEREAS, the Plat Ordinances require, among other things, the developers of the Property to construct the Road Improvements with the development of Final Plat, as required by the City; and

WHEREAS, the Plat Ordinances further provide that Developer, as the developer of the property, may enter into a deferral agreement for the Road Improvements; and

WHEREAS, City requires the Road Improvements be constructed pursuant to Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Developer and City agree that is not essential to the platting of the Property that the Full Build Improvements are not required at this time and may be deferred until the future time of development within Project Areas A, D, F, G and H within the Hospital Hill North Development; and

WHEREAS, City and Developer agree that it is not essential to the platting of the Property that the Partial Road Improvements be constructed at this time and that the required Road Improvements may be deferred to a future time.

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations contained herein, City and Developer agree as follows:

1. **Scope.** The purpose of this Agreement is to guarantee the construction of the Road Improvements, at the expense of Developer, to standards required by the City and pursuant to the terms and conditions of this Agreement.

2. **Developer's Obligations:** Developer agrees:

a. To, at Developer's sole cost, submit or cause to be submitted all construction plans for the Full Build Road Improvements for approval, and obtain all necessary permits, and dedicate all necessary right-of-way and easements required to construct the Full Build Road Improvements at Developer's sole cost. No construction of the Full Build Road Improvements shall begin until City has approved Developer's construction plans and Developer has obtained all necessary permits and dedicated all necessary right-of-way and easements.

b. That upon notification from the City of the Full Build Construction Trigger or when recommended and required upon the completion of subsequent traffic engineering studies required by the City upon the proposal of further development within the north campus in Project Areas A, D, F, G and H of the Hospital Hill North Development, Developer will commence or cause commencement of construction the Full Build Road Improvements at Developer's sole cost and according to the City's standards, all incorporated herein by reference within ninety (90) days. Said Full **Build Construction Trigger** shall be the sooner of the build out of the first of Projects A, D, F, G and H of the Hospital Hill North Development.

c. That notwithstanding anything to the contrary contained in this Agreement, if construction of the Full Build Road Improvements does not commence as provided in this Section 2 and the Developer fails to perform the obligations set forth in this Section 2 with respect to the Full Build Road Improvements, City may declare Developer in default of this this Agreement and notice Developer of such in writing. If Developer commences to rectify such default within the 30 day period and thereafter completes the same with due diligence, such default shall be deemed cured. If Developer fails to cure such default within 30 days of the City's written notice of default, then the City may thereafter construct the Full Build Road Improvements and charge the costs of construction to Developer. Developer shall be obligated to reimburse City within 30 calendar days of receiving City's request for payment.

d. To dedicate all additional right-of-way for and to construct or cause to be constructed the Partial Build Road Improvements no later than July 31, 2016 (the "**Partial Build Completion Date**").

e. Upon notification from the City that it is in the best interests of the City and the health, safety and welfare of the public that construction of the Partial Build Road Improvements commence, Developer shall:

(i) submit or cause to be submitted, at Developer's cost, construction plans for the Partial Build Road Improvements (either separately or as part of the construction plans for the Road Improvements) for approval and obtain all necessary permits and easements required to construct the Partial Build Road Improvements at Developer's cost; and

(ii) construct or cause to be constructed the Partial Build Road Improvements according to the City's standards, all incorporated herein by reference; and

(iii) commence or cause to be commenced construction of the Partial Build Road Improvements within ninety (90) days of receipt of notice from the City.

f. Notwithstanding anything to the contrary contained in this Agreement, if construction of the Partial Build Road Improvements does not commence as provided in this Section 2 and the Developer fails to perform the obligations set forth in this Section 2 with respect to the Partial Build Road Improvements, City may declare Developer in default of this

this Agreement and notice Developer of such in writing. If Developer commences to rectify such default within the 30 day period and thereafter completes the same with due diligence, such default shall be deemed cured. If Developer fails to cure such default within 30 days of the City's written notice of default, then the City may thereafter construct the Partial Build Road Improvements and charge the costs of construction to Developer. Developer shall be obligated to reimburse City within 30 calendar days of receiving City's request for payment.

3. **City's Obligations:** City agrees:

- a. To accept the Plat when the Developer has met all of the requirements of Chapter 88 and complied with all other applicable laws and regulations; and
- b. To defer construction of the Road Improvements, as provided herein, subject to the covenants of Developer stated in Section 2 above.

4. **Terms of Agreement:** The terms of this Agreement shall be binding on Developer and the City beginning on the date that it is executed by the City. Unless sooner terminated as provided herein, and unless specific dates for providing services are identified in this Agreement, this Agreement shall remain in force for a period which may reasonably be required for the completion of the obligations of the parties to this Agreement.

5. **Assignment:** Developer shall not assign or transfer any part or all of Developer's obligation or interest in this Agreement without prior written approval of City.

6. **Notice:** All notices required by this Agreement shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile. Unless a party to this Agreement has given ten (10) days' notice of a change of person and address for purposes of notice under this Agreement to the other party in writing, notices shall be directed to the following:

Notices to the City:

Director of Public Works
City Hall, 414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-

Notice to Developer:
Truman Medical Center
2055 Holmes
Kansas City, Missouri 64108
Attn: Steve DeGarmo, (816) 404-2625

With a copy to:

Jerry Riffel, Esq.
Lathrop & Gage LLP
2345 Grand Blvd. Suite 2200
Kansas City, MO 64108

7. **Amendment**: This Agreement shall not be amended, modified, canceled or abrogated without the written consent of the parties.

8. **Severability**: Invalidation of any part or parts of this Agreement by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

9. **Construction of Agreement/Governing Law**: This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

10. **Compliance with Laws**: Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

11. **Termination for Convenience**: City may, at any time upon ten (10) days' notice to Developer specifying the effective date of termination, terminate this Agreement, in whole or in part.

12. **Default or Breach**: If Developer shall be in default or any breach of any provision of this Agreement, City may terminate this agreement, suspend City's performance, or invoke any other legal or equitable remedy after giving Developer notice and opportunity to correct such default or breach. City's remedies shall include constructing the Public Improvement itself and assessing the Developer the costs of such construction, including administrative costs.

13. **Recording**: Upon the effective date of this Agreement, the City shall file this Agreement in the Office for recording real estate documents in Jackson County, Missouri, and shall be binding on Developer and City and their successors, assigns and transferees.

[Signatures on Next Page]

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

[Signature]

By: Sherril K. McIntyre

City Clerk

Director of Public Works

Approved as to form:

[Signature]
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 15 day of September 2015, before me, the undersigned, a notary public in and for the county and state aforesaid, came Sherril K. McIntyre, Director of Public Works, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marileyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

[Signature]
Notary Public

My Commission Expires: September 3, 2018



DEVELOPER

Truman Medical Center
2055 Holmes
Kansas City, Missouri 64108

I hereby certify that I have authority to execute this document on behalf of Owner.

By: *[Signature]*

Title: V.P. of Fac. + Real Est.

Date: 9.11.15

Check one:

Sole Proprietor

Partnership

Corporation

Limited Liability Company (LLC)

Attach corporate seal if applicable

STATE OF Missouri)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED, that on the 11th day of September 2015, before me, the undersigned notary public in and for the county and state aforesaid, came Steve DeGarmo, to me personally known, who being by me duly sworn did say that he/she the V.P. Facilities + Real Estate of Truman Medical Center, Inc., a Missouri not-for-profit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of said corporation.

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

[Signature]
Notary Public

My commission expires: 11/19/17

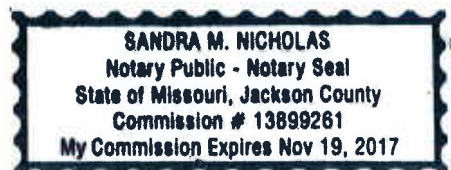


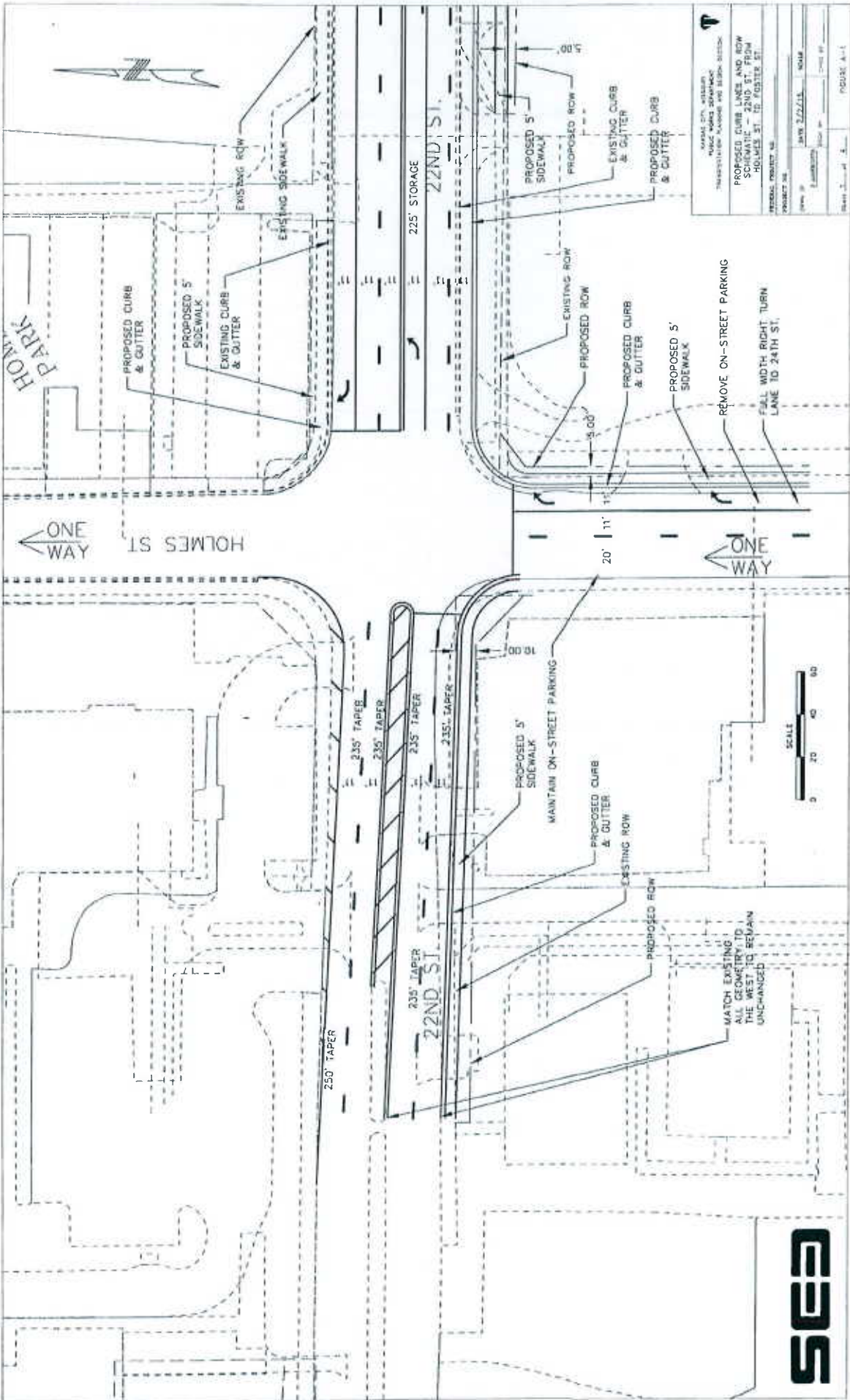
EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That part of Block 6, BOUTON'S ADDITION, a subdivision in the City of Kansas City, Jackson County, Missouri, being more particularly described as follows: Beginning at the Northeast corner of said Block 6; thence North 87°15'16" West, along the North line thereof, a distance of 339.96 feet, to the Northwest corner of said Block 6; thence South 2°13'05" East, along the West line of said Block 6, a distance of 329.69 feet, to a point on the North right of way line of 22nd Street, as established by Document No. 2003K0058174; thence South 15°51'32" East, this and the following courses being along said North right of way line, a distance of 32.23 feet; thence South 87°15'03" East, a distance of 159.94 feet, to a point on the East line of the West ½ of said Block 6; thence North 2°13'26" West, this and the following course along said North right of way line as established by Document No. 2009E0007871, a distance of 15.55 feet; thence South 87°15'03" East, a distance of 169.94 feet, to a point on the East line of said Block 6; thence North 2°13'47" East, departing said North right of way line and along said East line, a distance of 344.71 feet, to the point of beginning.

EXHIBIT "B"

DESCRIPTION OF FULL BUILD PLANS

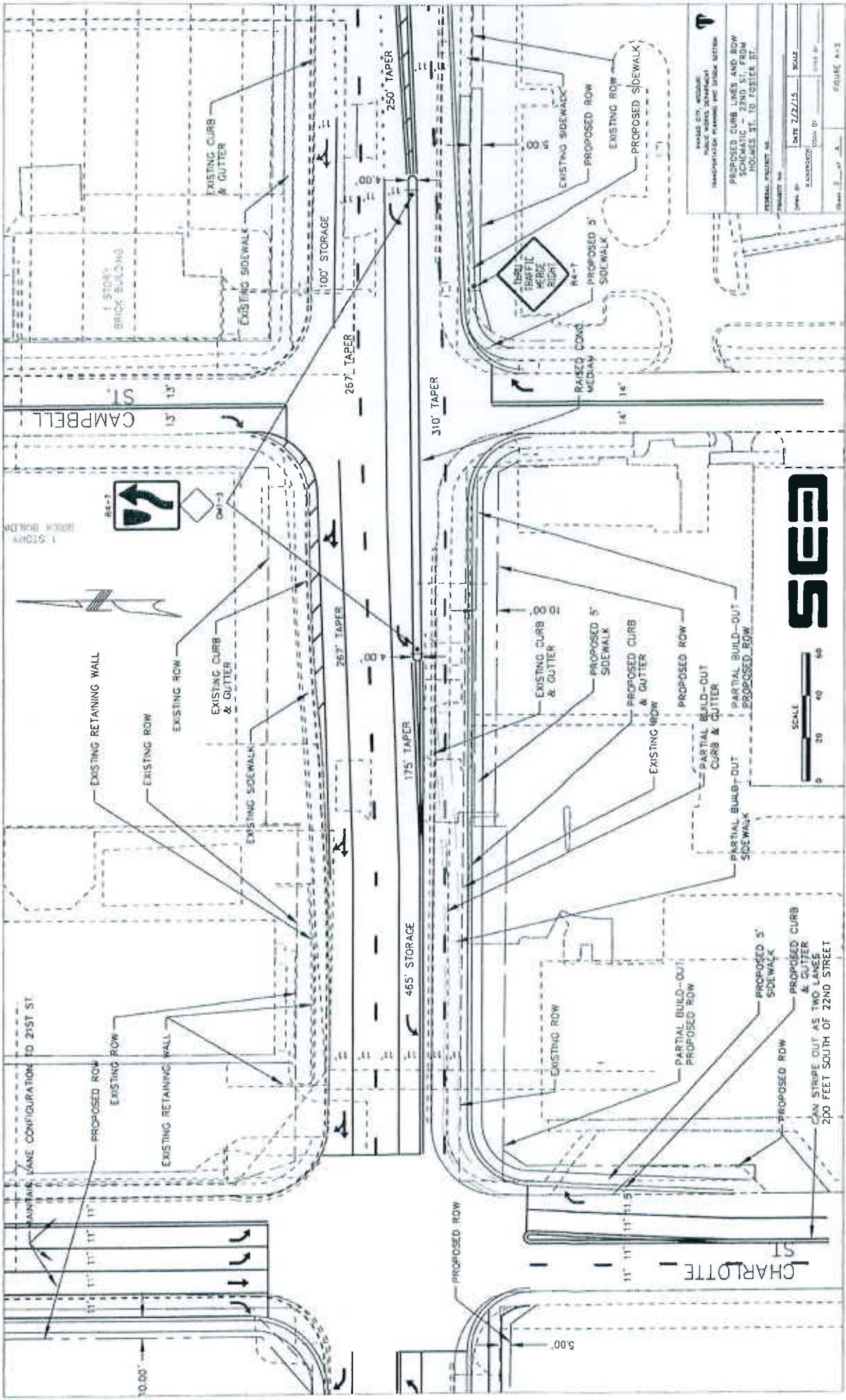


HUNTSVILLE, ALABAMA
 PUBLIC WORKS DEPARTMENT
 TRANSPORTATION DIVISION AND DESIGN SECTION
 PROPOSED CURB LINES AND ROW
 SCHEMATIC 22ND ST FROM
 HOLMES ST TO FOZBIE ST
 PROJECT NO. _____
 SHEET NO. _____ OF _____
 DATE 2/22/18
 DRAWN BY _____
 CHECK BY _____
 PROJECT A-1-1



MATCH EXISTING
 ALL GEOMETRY TO
 THE WEST TO REMAIN
 UNCHANGED





FEDERAL PROJECT NO. _____
 DATE OF SURVEY _____
 DATE 7/22/15
 SHEET 1 OF 1
 SCALE 1" = 40'



CAN STORE CUT AS TWO
 200 FEET SOUTH OF 22ND STREET

CHARLOTTE ST

CAMPBELL ST

1-STOREY BRICK BLDG

EXISTING RETAINING WALL

EXISTING RETAINING WALL

EXISTING ROW

EXISTING ROW

EXISTING ROW

EXISTING ROW

EXISTING ROW

EXISTING ROW

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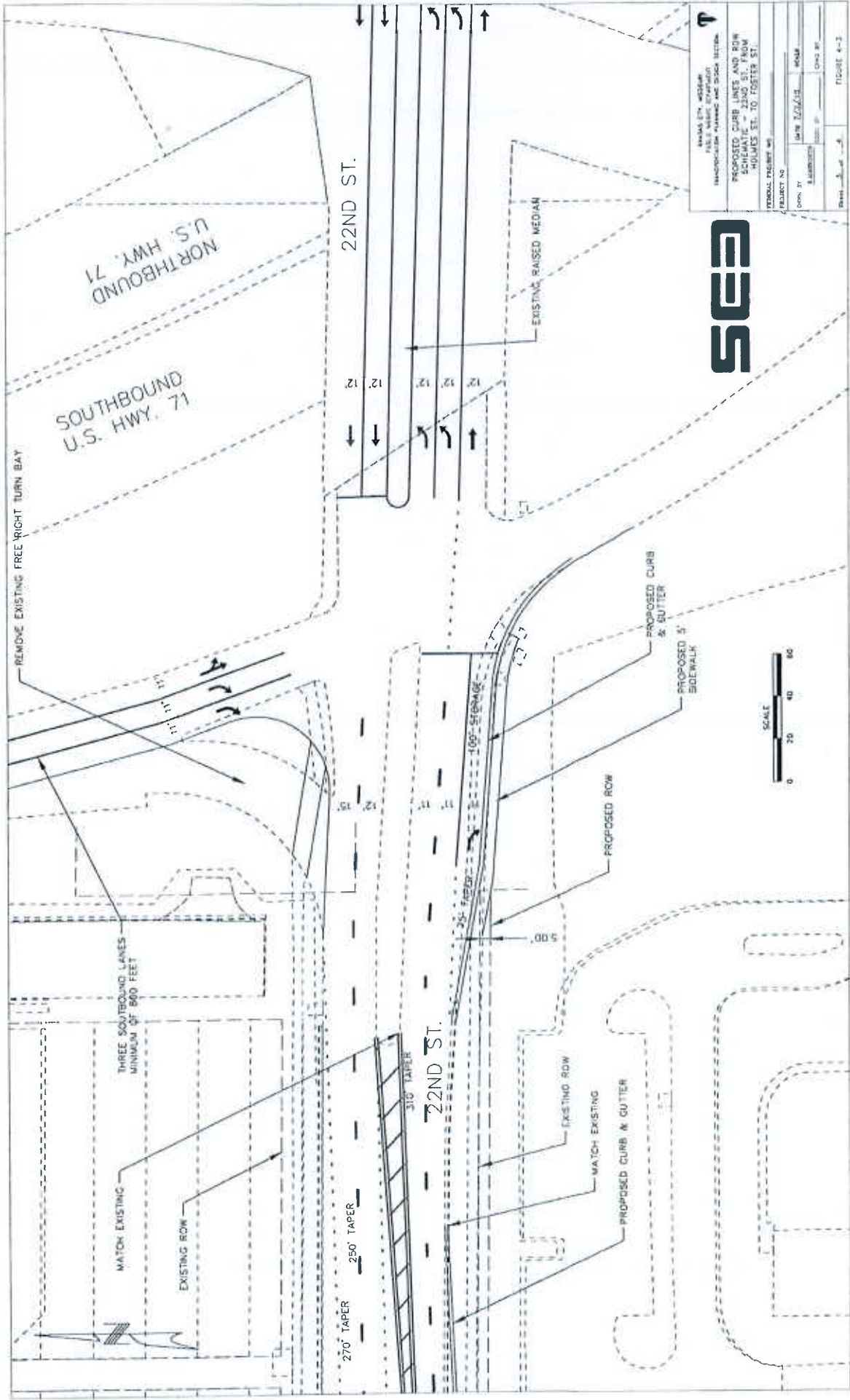
EXISTING ROW

EXISTING ROW

EXISTING ROW

EXISTING ROW

EXISTING ROW



KANSAS CITY, MISSOURI	
FALLS WALK STATION	
TRANSPORTATION PLANNING AND DESIGN SECTION	
PROPOSED CURB LINES AND ROW	
SCHEMATIC - 22ND ST. FROM	
HOLMES ST. TO FOSTER ST.	
PROJECT NO.	DATE
DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

SEE



FIGURE 4-2

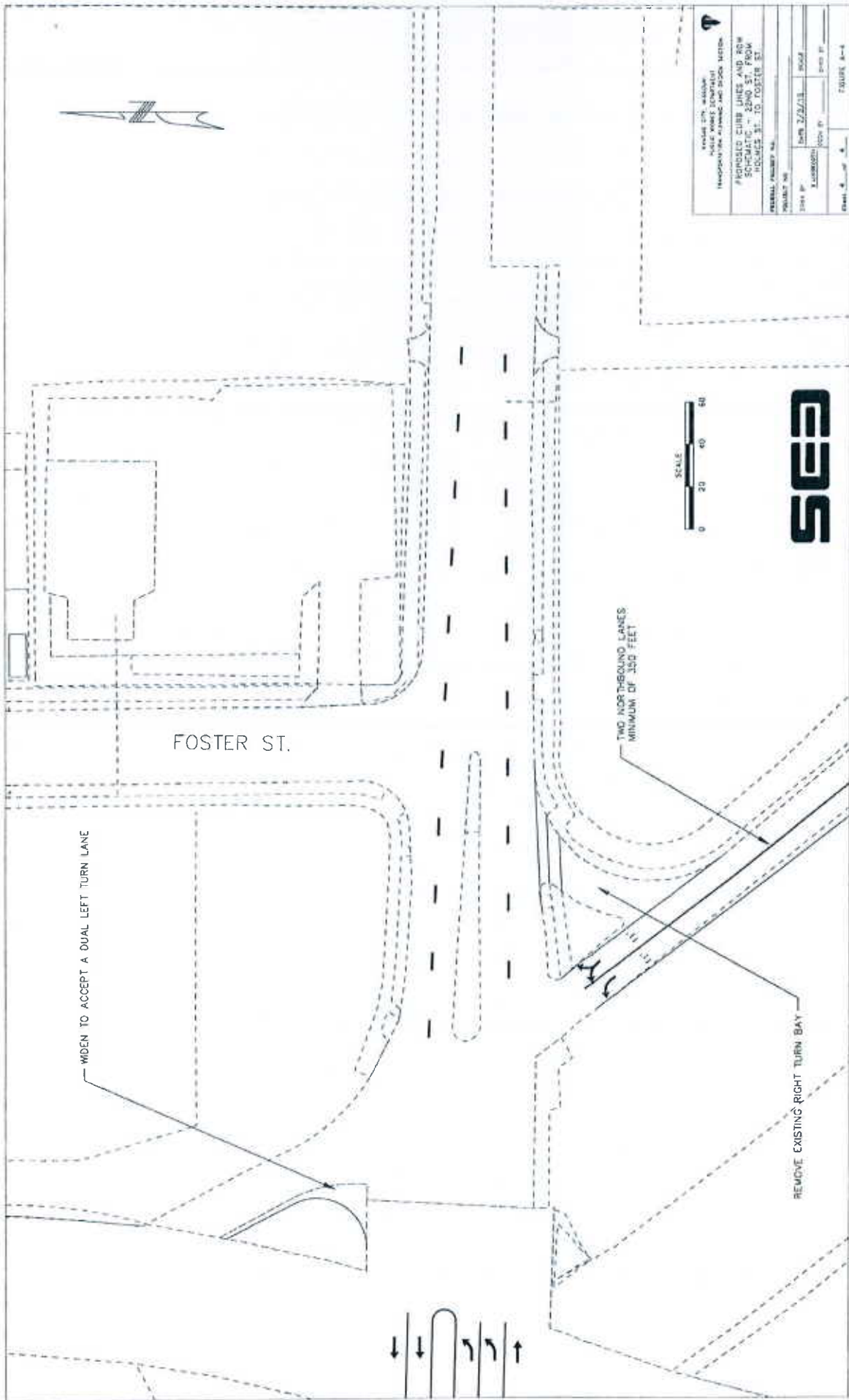
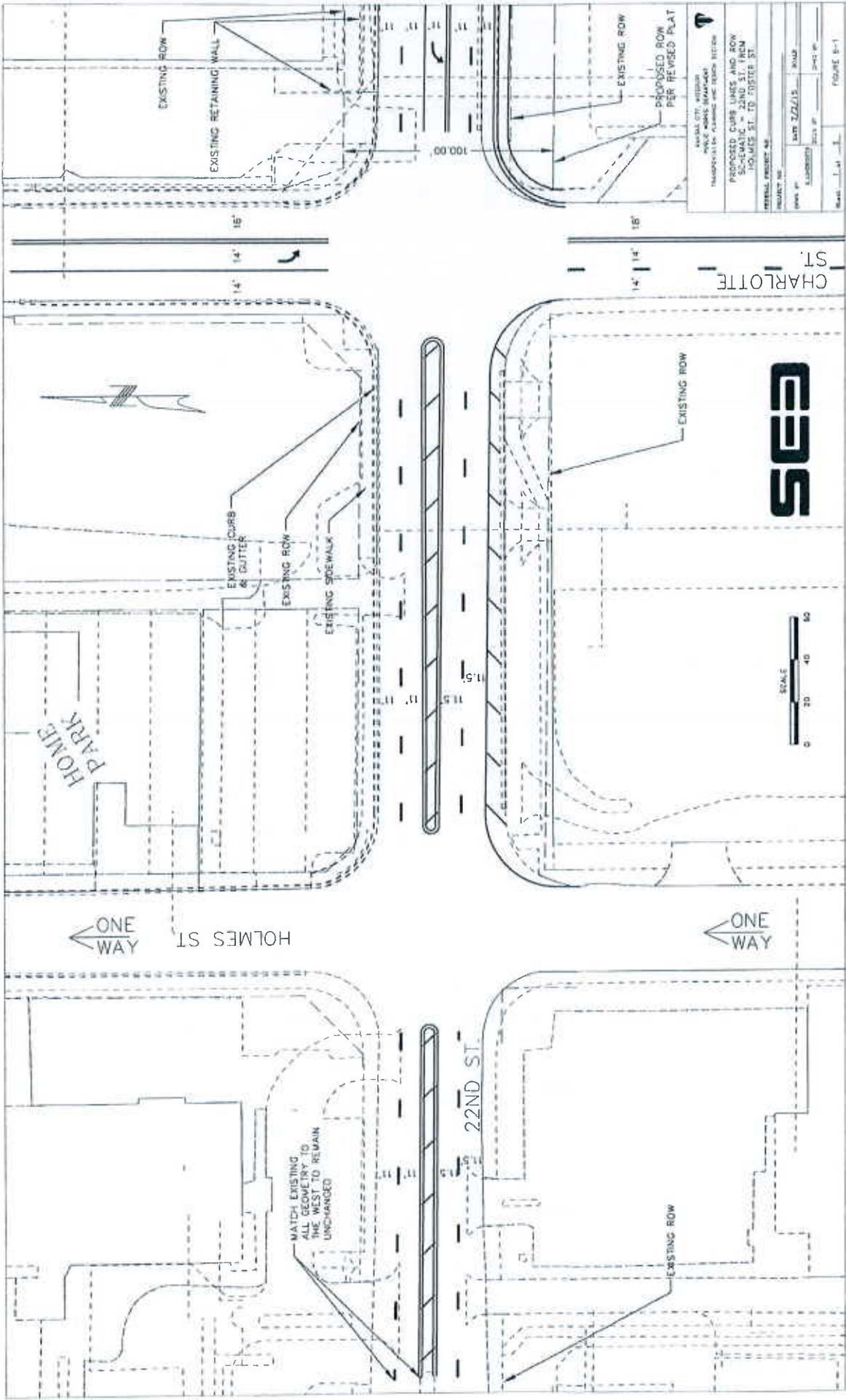
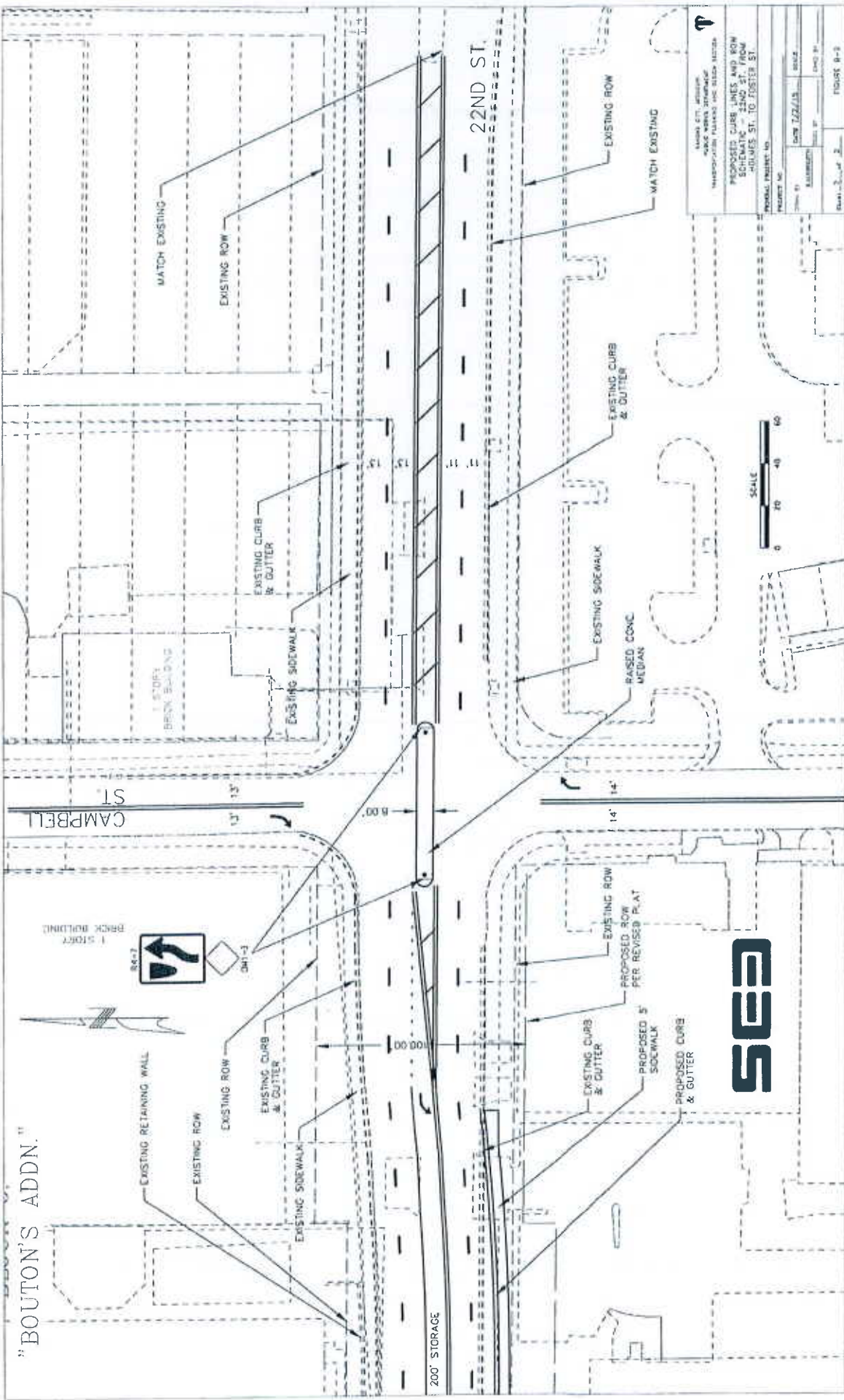


FIGURE 4-3

EXHIBIT "C"

PARTIAL BUILD PLANS

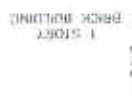




"BOUTON'S ADDN."

CAMPBELL ST

22ND ST.



1 STORY BRICK BUILDING

844-7



OH-1-3

SES

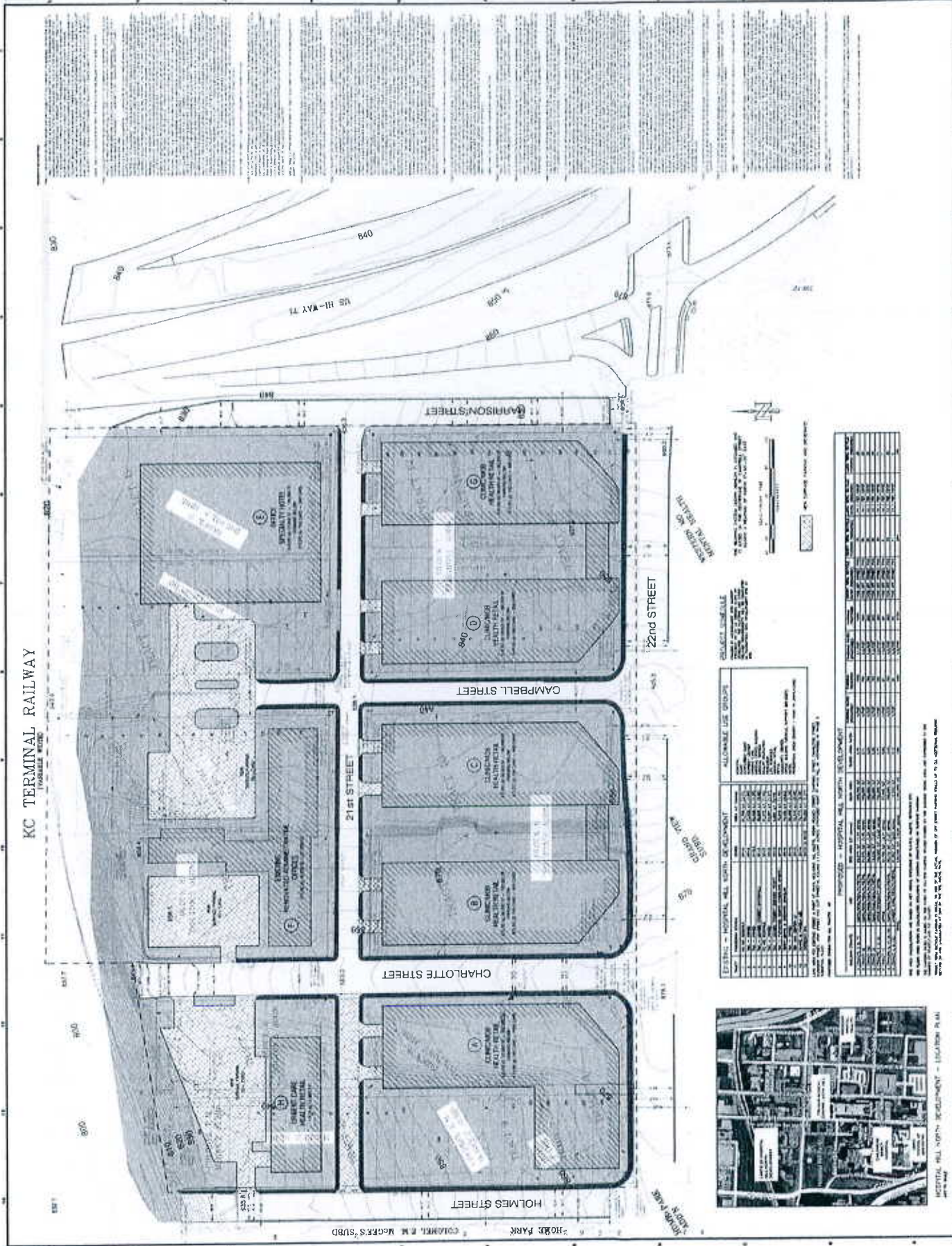
MADISON CITY, MISSISSIPPI PUBLIC WORKS DEPARTMENT TRANSPORTATION DIVISION AND DESIGN SECTION	
PROPOSED CURB LINES AND ROW SCHEMATIC - 22ND ST. FROM HOLMES ST. TO FOSTER ST.	
PROJECT NO.	10000000000000000000
DATE	07/22/13
DRAWN BY	CHD/BJ
CHECKED BY	
SCALE	AS SHOWN
FIGURE NO.	FIGURE 4-2



SCALE

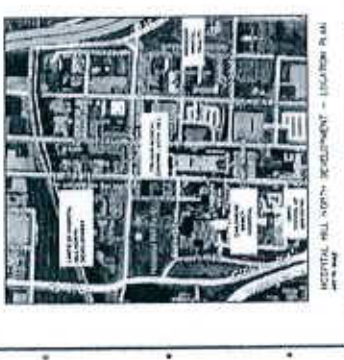
EXHIBIT "D"

HOSPITAL HILL NORTH DEVELOPMENT UR PLAN

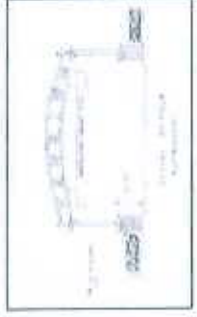
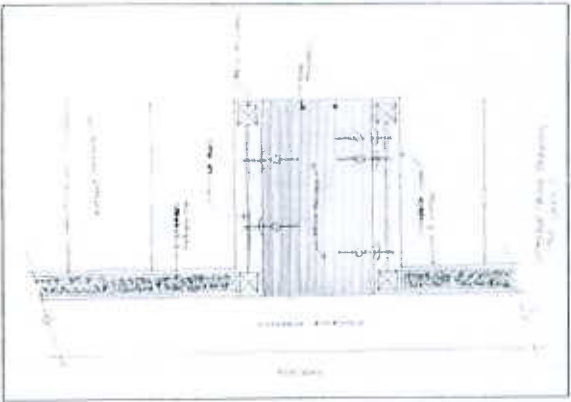


DISTRICT NUMBER
 801
 802
 803
 804
 805
 806
 807
 808
 809
 810
 811
 812
 813
 814
 815
 816
 817
 818
 819
 820

DISTRICT	HOSPITAL HILL NORTH DEVELOPMENT	ALLOWABLE USE GROUP
801	801 - 805	801 - 805
802	802 - 806	802 - 806
803	803 - 807	803 - 807
804	804 - 808	804 - 808
805	805 - 809	805 - 809
806	806 - 810	806 - 810
807	807 - 811	807 - 811
808	808 - 812	808 - 812
809	809 - 813	809 - 813
810	810 - 814	810 - 814
811	811 - 815	811 - 815
812	812 - 816	812 - 816
813	813 - 817	813 - 817
814	814 - 818	814 - 818
815	815 - 819	815 - 819
816	816 - 820	816 - 820
817	817 - 821	817 - 821
818	818 - 822	818 - 822
819	819 - 823	819 - 823
820	820 - 824	820 - 824



HOSPITAL HILL NORTH DEVELOPMENT - Aerial View
 © 2011 HMN



SEE STANDARD SPECIFICATIONS & CONDITIONS
 THE STANDARD SPECIFICATIONS & CONDITIONS ARE AVAILABLE AT THE OFFICE OF THE ZONING ADMINISTRATOR, 10000 Rte 71, Raleigh, NC 27601. THE STANDARD SPECIFICATIONS & CONDITIONS ARE ALSO AVAILABLE AT THE OFFICE OF THE ZONING ADMINISTRATOR, 10000 Rte 71, Raleigh, NC 27601.

