

COOPERATIVE AGREEMENT FOR COUNTRY CLUB RIGHT OF WAY

This Cooperative Agreement for County Club Right of Way (the “**Agreement**”) is made by and between the City of Kansas City, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, by and through its Department of Public Works (“**City**”) and the Kansas City Area Transportation Authority, a bi-state public agency created by interstate compact between the States of Missouri and Kansas, a body corporate and politic (“**KCATA**”). The Effective Date is defined in Section 2 below.

RECITALS

WHEREAS, the Country Club Right of Way, consists of property conveyed by James G. Ashley, Jr., and Pamella C. Ashley, to the KCATA pursuant to that certain Quit-Claim Deed, dated October 27, 1981, and recorded on the same date with the Jackson County, Missouri, Recorder of Deeds, as Document No. K504120, in Book K 1108 at Page 1143, hereinafter called the “**Country Club Right of Way**.”

WHEREAS, the City funded the acquisition of the Country Club Right of Way by the KCATA and in exchange obtained an exclusive option and right of purchase as set forth in that certain Irrevocable Option to Purchase and Right of First Refusal by and between the City and the KCATA dated October 21, 1981 (the “**Option to Purchase**”).

WHEREAS, KCATA operates park and ride, bus stops, and other transit facilities, including Bus Rapid Transit Operations (collectively, the “**Transit Facilities**”) located on the Country Club Right of Way, many of which were installed and/or acquired using Federal grant funds.

WHEREAS, KCATA built and operates the Trolley Track Trail on the Country Club Right of Way and utilized Federal grant funds for portions of its construction.

WHEREAS, on November 27, 2019, the City exercised its exclusive option and right of purchase for the Country Club Right of Way from the KCATA.

WHEREAS, in accordance with the Option to Purchase, the City requested that the KCATA convey the property currently constituting the Country Club Right of Way to the City by executing a Quit Claim Deed naming the City as grantee.

WHEREAS, the KCATA and the City have entered into further negotiations as directed by Resolution No. 191049 passed on December 19, 2019, by the City Council of the City of Kansas City, Missouri, and this Cooperative Agreement is the result of such negotiations.

WHEREAS, the KCATA and the City desire to continue to collaborate along the Country Club Right of Way, along with the Kansas City Streetcar Authority, a Missouri nonprofit

corporation (“Streetcar Authority”) in the planning and development of the extension of the Downtown Streetcar to approximately 51st and Brookside Boulevard (the “**Streetcar Extension**”), a portion of which will be located on the Country Club Right of Way.

WHEREAS, the City and the KCATA desire that the KCATA continue to operate the Transit Facilities, as further provided in this Agreement.

WHEREAS, the City and the KCATA desire to expedite the conveyance of the North Corridor of the Country Club Right of Way to the City, subject to the terms and conditions set forth in this Agreement, by (i) conveying the North Corridor (as hereinafter defined) to the City within sixty (60) days following the Effective Date, and (ii) conveyance by quit claim deed of the South Corridor (as hereinafter defined) to the City no later than December 31, 2020.

NOW, THEREFORE, IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter expressed, the parties mutually agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement and made a part hereof by this reference.

2. **City Authority.** Upon the adoption of an ordinance by the City Council authorizing this Agreement (the “**City Ordinance**”), the City shall have the authority to enter into this Agreement, and to carry out its obligation hereunder, pursuant to such City Ordinance and Article VI, Section 16 of the Missouri Constitution of 1945, Section 70.220 Revised Statutes of Missouri and the Article I, Section 103 of City Charter of Kansas City, Missouri. The effective date of such Ordinance authorizing the City Manager to execute this Agreement shall be the effective date of this Agreement, as further defined above (“**Effective Date**”).

3. **Corporate Authority.** KCATA is a body corporate and politic, and has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder.

4. **Scope.** The purpose of this Agreement is to provide a coordinated and clear outline for the conveyance of the Country Club Right of Way from KCATA to City, and to set forth the obligations of the parties concerning the cooperative efforts and future use of the Country Club Right of Way.

5. **Conveyance of Country Club Right of Way.** Subject to the terms and conditions of this Agreement, KCATA shall convey the Country Club Right of Way to the City in two stages: (i) that portion of the Country Club Right of Way lying north of E. 51st Street and legally described on Exhibit A (collectively, the “**North Corridor**”) shall be conveyed to the City in accordance with Section 6 below, and (ii) that portion of the Country Club Right of Way lying south of E. 51st Street and legally described on Exhibit B (collectively, the “**South Corridor**”) shall be conveyed to the City in accordance with Section 7 below and this Agreement. The City, however, upon Closing on the North Corridor shall be obligated on or before December 31, 2020, to close on or accept delivery of title by quit claim deed of the South Corridor.

6. **City's Acquisition of North Corridor.** KCATA shall use its best efforts to transfer and otherwise convey, "as-is" "where-is" "with all faults" and without warranty or representation of any kind, the North Corridor to the City by means of a quit-claim deed in substantially the same form as Exhibit A-1 (the "**North Corridor Deed**") within sixty (60) days following the Effective Date, subject to further extensions as described in Section 6(A)(v) below. Such conveyance is intended to be all of KCATA's right, title and interest in and to the North Corridor, excluding those portions of the North Corridor previously conveyed by KCATA to third parties, as further described on Exhibit A-2. This paragraph shall survive the closing.

The parties are cooperatively involved in the design and development of the Streetcar Extension. The North Corridor is an essential location for the Streetcar Extension. The City therefore agrees that the costs, including management and legal costs, incurred by the KCATA with respect to the North Corridor conveyance for (a) due diligence, (b) title confirmation, (c) survey work, (d) documentation and (e) otherwise concerning the required conveyance of the North Corridor to the City by KCATA for the Streetcar Extension are eligible for reimbursement from Streetcar Extension project funds to the extent they meet federal eligibility requirements, up to, but not exceeding, an amount of \$25,000.00. The City agrees to take reasonable actions in cooperation with the KCATA to obtain reimbursement of such expenses from Streetcar Extension project funds.

A. **North Corridor Due Diligence Period.** For the period commencing on the Effective Date and ending no earlier than forty-five (45) calendar days thereafter (the "**North Corridor Due Diligence Period**"), the City, and its agents and representatives, may enter upon the North Corridor to conduct such due diligence and inspections as City shall deem appropriate, including, but not limited to such tests as needed to determine surface, subsurface, and structural conditions of the North Corridor. All such inspections and tests conducted by the City during the North Corridor Due Diligence Period shall be at City's sole risk and expense.

i. The KCATA has caused to be prepared the legal description of the North Corridor to be attached to this Agreement as Exhibit A. The City acknowledges that some portions of the North Corridor may be less than 100 feet in width.

ii. The KCATA shall obtain and provide to the City legal descriptions of the land area for the Transit Facilities within the North Corridor for purposes of the City granting the easements further described in Section 6(E). It's understood improvements constructed as part of the Streetcar Extension, including improvements for bus Transit Services will not require Transit Facility easements as they will be included in a Declaration described in Section 6(D).

iii. The City may, but shall not be obligated to, obtain title insurance for some of the North Corridor. KCATA shall cooperate with City in the event the City elects to obtain title insurance for portions of the North Corridor. The KCATA has been provided the title commitment issued by Assured Quality Title designated File No. MJ114451 with an effective date of January 17, 2020 and describing the four parcels upon which it is contemplated that essential improvements for the Streetcar Extension shall be constructed ("**Title Commitment**"). KCATA shall reasonably cooperate with the City, during the North Corridor Due Diligence Period, to identify and cure any defects raised by such Title Commitment.

iv. Within the North Corridor Due Diligence Period, KCATA shall identify and deliver to the City a list of the portions of the North Corridor and any related infrastructure, including, but not limited to, the Trolley Track Trail, park & ride lots, signs and lights, that were developed on the North Corridor using federal grant funds, together with all relevant grant terms and documentation and specifically including the remaining useful life, if any, of any such infrastructure developed using federal grant funds. To the extent possible, KCATA shall specifically identify any infrastructure described above that will continue to be used by KCATA as part of the Transit Facilities. Upon receipt of the relevant grant terms and documentation, the City will acknowledge its receipt of such documentation and agrees to be bound by the terms and conditions of said grants to avoid any federal funding payback. The City and KCATA shall cooperate to the fullest extent possible to work with the federal agency issuing the grant to accept the ongoing use of the infrastructure by the KCATA as part of the Transit Facilities and to eliminate or reduce any pay back of such grants.

v. In the event that the City elects to obtain title insurance, then the North Corridor Due Diligence Period may be extended by the City for additional periods of thirty (30) days in order to complete.

B. North Corridor Materials. Within the North Corridor Due Diligence Period, KCATA shall provide to the City copies of the following it reasonably has located, if any, in KCATA's possession relating to the North Corridor:

i. Any and all contracts, licenses, permits and agreements currently in effect with any other party, person, or entity in connection with the North Corridor, including without limitation, those affecting ownership, operation, maintenance, repair, or development of the North Corridor, as the primary concern of the City is those documents that currently impact the North Corridor. Historic documents, that are no longer in effect, and to which the KCATA is no longer bound, will be retained by the KCATA, or the KCATA's counsel, but will be made available to the City upon request. Such historic documentation will be retained for a period of not less than ten (10) years. On the lapse of the ten-year period, the KCATA will offer all such historic documents to the City before they are destroyed, and the City will have the option to take control and possession of such documents. The ten-year period will be computed from the date of the recording of the Quit-Claim Deed to the City for the North Corridor. This obligation shall survive the Closing on the North Corridor.

ii. Any and all information and correspondence regarding any currently asserted or unresolved liens, encumbrances, adverse claims or alleged title defects on the North Corridor, giving priority to those liens, encumbrances, adverse claims or alleged title defects that affect the Streetcar Extension. As provided in Subsection 6B(i), historic documents related to previously asserted, resolved, or otherwise extinguished liens, encumbrances, adverse claims or alleged title defects will be retained by the KCATA, or their counsel under the same conditions and pursuant to the same obligations for the same ten-year period.

iii. Any and all existing environmental reports, engineering reports, surveys, soil and substrata studies and reports, soil boring logs, development assessments, and any other similar studies, reviews, surveys, assessments, audits or reports in connection with the North Corridor.

iv. Any and all surveys related to any portion of the North Corridor that were previously conveyed to third parties or received from third parties, including those done to resolve title claims or encroachments.

v. Any and all title reports and title policies in connection with the North Corridor.

C. North Corridor Leases. Within the North Corridor Due Diligence Period, KCATA shall provide the City with full and complete copies of the leases, licenses and other tenancy agreements in effect for the North Corridor, as listed on Exhibit A-3 (the “**North Corridor Leases**”).

i. The City and KCATA agree to use a form of estoppel certificate (the “**Estoppel**”), attached to this Agreement as Exhibit C.

ii. Within thirty (30) days, the City shall send such Estoppel to each and every tenant, licensee or other occupant under any of the North Corridor Leases based on the contact information provided by the KCATA to the City, and request the execution and delivery of such Estoppels to the City prior to the North Corridor Closing Date (as hereinafter defined). A letter will be sent by the City, but will be signed on behalf of the KCATA with such Estoppel, advising of the pending transfer of the North Corridor, and directing questions to a representative designated by the City. The City will be responsible for the delivery of the Estoppel to each tenant, licensee or other occupant under any of the North Corridor Leases; execution of the letter to accompany such Estoppel, providing the contact information for the North Corridor Leases and re-directing future inquiries to the City shall be KCATA’s sole obligation with respect to the Estoppel.

iii. Upon the North Corridor Closing, KCATA shall assign the North Corridor Leases to City by the execution of the assignment and assumption agreement in substantially the same form as the attached Exhibit D, incorporated herein by reference (the “**North Corridor Lease Assignment**”).

iv. The parties recognize that revenue generated by the North Corridor Leases is needed to offset the maintenance, management and legal costs of the Country Club Right of Way. The KCATA will retain the revenue which accrues in calendar year 2020 from the North Corridor Leases, and such revenue may be used for these expenses of the Country Club Right of Way through this calendar year. Except as otherwise stated in this Agreement, the KCATA will continue to provide maintenance and operation of the Country Club Right of Way through this calendar year regardless of when the South Corridor Closing and conveyance of the South Corridor occurs.

v. The parties have agreed to the budget for the expenses of the KCATA for conveyance of the Country Club Right of Way to the City which is attached hereto as “Exhibit E” and incorporated herein by reference. Subject to the receipt of federal funds for the Streetcar Extension, the City commits to set aside \$25,000 to reimburse the KCATA for their expenses, including attorneys’ fees, related to the North Corridor.

vi. KCATA shall not, beginning on the Effective Date, continue or undertake any negotiations or enter into any new North Corridor Lease, and shall immediately cease any negotiations, and provide in writing to the City a recap of any pending negotiations.

D. City Declaration. Following the recording of the North Corridor Deed (as hereinafter defined), if title coverage is obtained, then the City may execute and record a declaration (the “**Declaration**”) for each of three tracts legally described and depicted on Exhibit F (collectively, the “**Streetcar Property**”), stating the City’s intention to use the Streetcar Property for improvements or track alignment associated with the Streetcar Extension, effective upon receipt of federal funding for that purpose, but if such Streetcar Extension does not receive federal funding, or such parcels are not submitted or accepted as in-kind contributions, then the parcels may be used for any purpose as so determined by the City. Such Declaration shall allow KCATA’s Transit Services as possible potential use if consistent and compatible with the Streetcar Extension improvements which are intended to be the primary use of such parcels. The form of the Declaration will be substantially in the form of Exhibit G, subject to such revisions deemed appropriate in negotiations with the federal agency providing the grant for such Streetcar Extension. The City may seek recognition of the in-kind contribution represented by the Declaration as part of the ongoing, collaborative effort to receive a federal grant for the Streetcar Extension.

E. KCATA North Corridor Easements. KCATA has identified those portions of the North Corridor now being utilized or planned by KCATA for Transit Services and agrees to deliver to the City legal descriptions for such parcels, which will then be shared with the City for its review and approval, and then attached to this Agreement as Exhibit A-4 (collectively, the “**KCATA North Corridor Easement Areas**”). As part of the North Corridor Closing, the City will execute easements substantially in the form of Exhibit H in favor of the KCATA to allow the KCATA to continue to utilize the Transit Facilities located on the KCATA North Corridor Easement Areas, as contemplated by this Agreement. Such KCATA North Corridor Easement Areas shall not include the parking lot located east of Brookside Boulevard, and south of Emanuel Cleaver II Boulevard.

F. North Corridor Transit Stations. There will also be coordination between the City, the Streetcar Authority and the KCATA to ensure that Streetcar stations in the North Corridor remain accessible for all modes of transit, including bus service. Nothing herein shall be construed to grant any right to the KCATA to utilize any abutting property dedicated for parks purposes. The City and the KCATA will coordinate on the design and construction of such joint station and the station at 51st and Brookside upon the North Corridor. The City and the KCATA will collaboratively negotiate with the Board of Curators of the University of Missouri to obtain a ground lease to allow both the Streetcar Extension and bus service improvements, recognizing that the Streetcar Extension improvements are the primary purpose, but need the interconnectivity with bus service to better serve the City’s and region’s residents.

G. North Corridor Closing. Subject to the terms and conditions of this Agreement, the conveyance of the North Corridor from KCATA to City (the “**North Corridor Closing**”) shall occur no later than fifteen (15) days following expiration of the North Corridor Due Diligence Period, as the same may be extended (the “**North Corridor Closing Date**”).

i. The parties shall pay any and all closing costs associated with the North Corridor Closing as follows:

a. Any costs relating to the recording of the North Corridor Deed, or other conveyance documents, shall be paid by City.

b. Any costs attributable solely to one party, such as each party's attorney's fees, shall be paid by such party.

c. KCATA will pay any monies owed utilities on the Country Club Right of Way, including the City's Water Services Department and Evergy.

d. The City will assume all liability going forward as owner of the North Corridor of the Country Club Right of Way.

e. Any costs to defend title to the North Corridor from the Effective Date and thereafter shall be undertaken by the City. The City shall be solely responsible for the defense of title challenges to the North Corridor from the Effective Date. The manner of such defense shall be determined solely by the City subject to its reasonable consideration of the suggestions of the KCATA in any such litigation, if any.

ii. KCATA shall deliver to City on the North Corridor Closing Date the following documents:

a. The North Corridor Deed; and

b. The North Corridor Lease Assignment, executed by KCATA.

iii. City shall deliver to KCATA on the North Corridor Closing Date the following documents:

a. The North Corridor Lease Assignment, executed by City; and

b. Easements for Transit Facilities on the North Corridor Easement Areas in the form of Exhibit H, and

c. At the election of the City, subject to the conditions stated in Section 6D above, executed copies of the Declaration, but the City may elect to execute and record the Declarations subsequent to the closing.

7. **City's Acquisition of South Corridor.** KCATA shall use their best efforts to transfer and otherwise convey, "as-is" "where-is" "with all faults" and without warranty or representation of any kind, the South Corridor to the City by means of a quit-claim deed in substantially the same form as Exhibit B-1 (the "**South Corridor Deed**") no later than December 31, 2020, subject to further extensions as described in Section 7(B)(i)(c) below; provided, that following the North Corridor Closing, the City shall be obligated to accept the KCATA's Quit Claim Deed for the South Corridor. This paragraph shall survive the closing. As a part of the due diligence funded through the Exhibit E Budget, the KCATA will provide a list of prior conveyances from it in the South Corridor, and such list will become Exhibit B-2, and be attached to the South Corridor Deed.

A. **South Corridor Due Diligence Period.** For the period commencing on the Effective Date and ending no earlier than ninety (90) calendar days thereafter (the "**South Corridor Due Diligence Period**"), the City, and its agents and representatives, may enter upon the South Corridor to conduct such due diligence and inspections as City shall deem appropriate, including, but not limited to such tests as needed to determine surface, subsurface, and structural

conditions of the South Corridor. All such inspections and tests conducted by the City during the South Corridor Due Diligence Period shall be at City's sole risk and expense.

i. During the South Corridor Due Diligence Period, the City may elect, at its sole cost and expense, to obtain an ALTA/NSPS survey of the South Corridor (the "**South Corridor Survey**"), but the KCATA will provide to the City any and all former surveys in the KCATA's possession reasonably located by the KCATA and performed prior to the Effective Date, including, without limitation, those related to any portion of the South Corridor that were previously conveyed to third parties, or received from third parties, whether or not related to resolution of title claims or encroachments. If the City elects to obtain a South Corridor Survey then Exhibit B shall be revised to match that stated on the South Corridor Survey (if different), and the same shall be the legal description of the South Corridor for all purposes in connection with this Agreement.

ii. The City may, but shall not be obligated to, obtain title insurance for the South Corridor. KCATA shall cooperate with City in the event the City elects to obtain title insurance for the South Corridor.

iii. Within the South Corridor Due Diligence Period, the KCATA shall identify and deliver to the City a list of the portions of the South Corridor and any related infrastructure, including, but not limited to, Transit Facilities, signs, lights, and the Trolley Track Trail that were developed on the South Corridor using federal grant funds, together with all relevant grant terms and documentation reasonably located, specifically including the remaining useful life, if any, of any such infrastructure developed using federal grant funds. To the extent possible, KCATA shall specifically identify any infrastructure described above that will continue to be used by KCATA as part of the Transit Facilities. Upon receipt of the relevant grant terms and documentation, the City will acknowledge receipt of such documentation and agrees to be bound by the terms and conditions of said grants to avoid any federal funding payback. The City and KCATA shall cooperate to the fullest extent possible to work with the federal agency issuing the grant to accept the ongoing use of the infrastructure by the KCATA as part of the Transit Facilities and to eliminate or reduce any pay back of such grants.

iv. The South Corridor Due Diligence Period may be extended by the City for additional periods of thirty (30) days in order to complete the South Corridor Survey or title insurance, if obtained.

B. South Corridor Materials. Within the South Corridor Due Diligence Period, KCATA shall provide to the City, to the extent reasonably possible and located, all historical materials relating to the County Club Right of Way, including copies of the following, if any, in KCATA's possession relating to the South Corridor:

i. Any and all contracts, licenses, permits and agreements currently in effect with any other party, person, or entity in connection with the South Corridor, including without limitation, those affecting ownership, operation, maintenance, repair, or development of the South Corridor, as the primary concern of the City is those documents that currently impact the South Corridor. Historic documents, that are no longer in effect, and to which the KCATA is no longer bound, will be retained by the KCATA, or the KCATA's counsel, but will be made available to the City upon request. Such historic documentation will be retained for a period of not less than ten (10) years. On the lapse of the ten-year period, the KCATA will offer all such

historic documents to the City before they are destroyed, and the City will have the option to take control and possession of such documents. The ten-year period will be computed from the date of the recording of the Quit-Claim Deed to the City for the South Corridor. This obligation shall survive the Closing on the South Corridor.

ii. . The KCATA affirms, to its best knowledge and belief, that there are no executory development agreements pending as of the Effective Date, and that the KCATA will not enter into any development agreement after the Effective date. To date, the KCATA has provided two maintenance agreements for any portion of the Country Club Right of Way. Those are Contract #18-7010-39 dated June 27, 2018 with Millgoal Enterprises II, LLC, as amended May 11, 2020, to extend the term to June 30, 2021 (“**Millgoal Agreement**”) and the Maintenance Agreement with the Armour Hills Homes Association effective January 1, 2012, as amended April 22, 2015 (“**AHHA Agreement**”). The KCATA affirms that the Millgoal Agreement and the AHHA Agreement, to its best knowledge and belief, are the only outstanding maintenance agreements. No other such agreements presently exist, or will be entered into on and after the Effective Date, unless the consent of the City is obtained.

iii. Any and all information and correspondence regarding any currently asserted or unresolved liens, encumbrances, adverse claims or alleged title defects on the South Corridor, giving priority to those liens, encumbrances, adverse claims or alleged title defects that affect the Streetcar Extension. As provided in Subsection 7B(i), historic documents related to previously asserted, resolved, or otherwise extinguished liens, encumbrances, adverse claims or alleged title defects will be retained by the KCATA, or their counsel under the same conditions and pursuant to the same obligations for the same ten-year period.

iv. Any and all existing environmental reports, engineering reports, surveys, soil and substrata studies and reports, soil boring logs, development assessments, and any other similar studies, reviews, surveys, assessments, audits or reports in connection with the South Corridor.

v. Any and all title reports and title policies in connection with the South Corridor.

C. South Corridor Leases. Within the South Corridor Due Diligence Period, KCATA shall confirm that it has already provided the City with full and complete copies of the leases, licenses and other tenancy agreements in effect for the South Corridor, as listed on Exhibit B-3 (the “**South Corridor Leases**”).

i. Using the form of the Estoppel, as described in Section 6(c)(i), the City shall send such Estoppel to each and every tenant, licensee of other occupant under any of the South Corridor Leases, based on the contact information provided by the KCATA to the City, and request the execution and delivery of each such Estoppel to the City prior to the South Corridor Closing Date (as hereinafter defined). A letter will be sent by the City, but will be signed on behalf of the KCATA with the Estoppel, advising of the pending transfer of the South Corridor, and directing questions to a person designated by the City. The City will be responsible for the delivery of the Estoppel to each tenant, licensee or other occupant under any of the South Corridor Leases. Execution of the letter to accompany the Estoppel, providing the contact information for the South Corridor Leases, and re-directing future inquiries to the City will be KCATA’s sole obligation with respect to the Estoppel.

ii. Upon the South Corridor Closing Date, KCATA shall assign the South Corridor Leases to City by the execution of the assignment and assumption agreement in substantially the same form as the attached Exhibit D, incorporated herein by reference (the “**South Corridor Lease Assignment**”).

iii. KCATA shall retain all revenue generated by the South Corridor Leases which accrue in calendar year 2020, and will continue to maintain, operate and manage the Country Club Right of Way, including the North Corridor, throughout such calendar year 2020. The maintenance during such period shall be performed by the contractors under the existing Millgoal Agreement and AHHA Agreement. If requested by the City, the KCATA shall provide its accounting of the 2020 lease revenue generated by the Country Club Right of Way and its related maintenance, management, operation and legal expenditures at Closing of the South Corridor. Except as to the Millgoal Agreement and the AHHA Agreement obligations through the calendar year of 2020 for which the KCATA will be responsible for making the payments attributable thereto for calendar year 2020, the City shall assume all such maintenance, operation and legal expenses through its own counsel as owner of the Country Club Right of Way upon the date of Closing.

iv. KCATA will on the Effective Date cease the negotiation of any new, modified or renewed leases for the South Corridor, and will provide a summary in writing to the City of any pending negotiations, if any. KCATA shall not continue or undertake any negotiations or enter into any new lease on or over the South Corridor without the express written consent and involvement of the City.

D. KCATA South Corridor Easements. KCATA shall, within the South Corridor Due Diligence Period, identify those portions of the South Corridor needed by KCATA for Transit Service, and deliver legal descriptions for such Transit Services to the City for its review and approval, and then attached to this Agreement as Exhibit B-4 (collectively, the “**KCATA South Corridor Easement Areas**”). Immediately following the recording of the South Corridor Deed (as hereinafter defined), the City will execute easements substantially in the form of Exhibit H in favor of KCATA to allow KCATA to continue to utilize the Transit Facilities located on the KCATA South Corridor Easement Areas, as contemplated by this Agreement. The easements for areas currently utilized as park and ride facilities in the South Corridor shall be limited to that use, and shall not be a basis for the KCATA negotiating or entering into development agreements with third parties.

E. South Corridor Due Diligence Expenses. The expenses of the KCATA as to the South Corridor to be reimbursed at closing shall not exceed the total sum of \$50,000 notwithstanding the amounts shown on Exhibit E.

F. South Corridor Closing. The conveyance of the South Corridor from KCATA to City (the “**South Corridor Closing**”) shall occur the earlier of fifteen days following the South Corridor Due Diligence Period, or December 31, 2020 (the “**South Corridor Closing Date**”).

i. The parties shall pay any and all closing costs associated with the South Corridor Closing as follows:

a. Any costs relating to the recording of the South Corridor Deed, or other conveyance documents, shall be paid by City.

b. Any costs attributable solely to one party, such as the City's attorney's fees, shall be paid by such party.

c. KCATA will pay any monies owed utilities on the Country Club Right of Way, including the City's Water Services Department and Evergy.

d. The City will assume all liability going forward as owner of the Country Club Right of Way.

e. The City will reimburse the KCATA for its legal expenses.

ii. The KCATA affirms that the proceedings of the case with Gerard H. Donovan, et al, Appellants, heard and decided by the Missouri Court of Appeals, Western District, Appeals No. WD82459, and the underlying Case No. 1716-CV02051, of the Circuit Court of Jackson County Missouri, has been concluded and the mandate of the Court of Appeals has been issued confirming the Decision ruling against the Appellants. In cooperation with the neighbors of the Appellants and the Appellants, the KCATA has executed a Conveyance Agreement for the exchange of quit-claim deeds, and the relocation of a fence and other items of personal property, that are on property to be retained by the KCATA, and to be transferred to the City as a part of the South Corridor. Any costs or expenses incurred by KCATA from and after the Effective Date of this Agreement for preparation and recording of such quit-claim deeds shall be paid by the KCATA on or before, or as a part of the South Corridor Closing Date. On or after the Effective Date, except to resolve the proceedings described above, if there is an adverse claim made for any portion of the South Corridor, then the City shall undertake the defense of the same, with the manner of such defense determined solely by the City except as to any claim made against the KCATA. In such case the parties will reasonably cooperate to secure good and continuing title to the Country Club Right of Way. . After the Effective Date, and only prior to the South Corridor Closing Date, the KCATA, as the current owner, shall acknowledge and affirm pleadings prepared by the City on the KCATA's behalf.

iii. KCATA shall deliver to City on the South Corridor Closing Date the following documents:

a. The South Corridor Deed; and

b. The South Corridor Lease Assignment, executed by KCATA.

iv. City shall deliver to KCATA on the South Corridor Closing Date the following documents:

a. The South Corridor Lease Assignment, executed by City; and

b. Easements for the Transit Facilities on the South Corridor Easement Areas in the form as Exhibit H.

8. Future City Obligations on North Corridor.

A. Assumption of Mill Creek Park Association Cooperative Agreement. The City, KCATA and the Mill Creek Park Association (the "**Park Association**") entered into that certain Cooperative Agreement dated February 21, 1996 (the "**Mill Creek Park Agreement**"),

with respect to the maintenance of Mill Creek Park, and that portion of the North Corridor lying to the east of and abutting Mill Creek Park, which Mill Creek Park Agreement automatically renews year to year if funds are received by the City annually from The Greater Kansas City Community Foundation. In addition, under the Mill Creek Park Agreement, the KCATA is to contribute to the Park Association an amount of \$2,500 annually, unless the KCATA has contracted with the City to provide such maintenance. The KCATA will assign their obligations under the Mill Creek Park Agreement to the City, and the City will assume such obligations, upon the Closing of the North Corridor (as hereinafter defined) in accordance with the following terms and conditions:

- i. Subject to the terms of the Mill Creek Park Agreement, the City may elect to directly provide such maintenance in lieu of such \$2,500 annual payment to the Park Association.
- ii. The KCATA will assign its rights and responsibilities under the Mill Creek Park Agreement to the City contemporaneously with the North Corridor Closing (as hereinafter defined) and the City shall assume liability thereunder thereafter.

ii. Volker Connection. The City and the KCATA will work together on connecting the North Corridor for pedestrians and bicycles across Volker, to the intermodal station serving both the Streetcar Extension and KCATA transit services, which such cooperation shall include a mutually agreeable design for such connection, and jointly seeking funding for the construction of such connection, including federal or state grants. Subsequent to December 31, 2020, the City will assume all obligations for maintenance and continuation of the Harry Wiggins Pedestrian Trail on the Country Club Right of Way, in accordance with Section 7C.

9. Joint Liaison. Each party to this Agreement shall appoint a representative to serve as liaison and point-person with respect to the cooperative efforts contemplated by this Agreement. The City's liaison for these purposes shall be Jason Waldron, the Deputy Director of Public Works, or his designee. The KCATA's liaison shall be Dick Jarrold, Senior Vice President, Ride KC Development Corporation.

10. Representations and Warranties. The City and KCATA each represent and warrant that they have the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby, and to perform this Agreement in accordance with its terms.

11. Binding Effect. This Agreement shall be binding upon the parties hereto and upon their successors in interest.

12. Amendment. This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement.

13. No Partnership. The parties expressly understand and agree that the parties are not now engaged in a joint venture, partnership or any other form of business relationship related to the properties included in this Agreement, except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees acts, errors, omissions, debts,

obligations or undertaking of any kind or nature of the other parties in the acquisition, or improvement of the properties.

14. **No Gratuities and Kickbacks.** The provisions of Kansas City Municipal Code Section 3-303 prohibiting gratuities to City employees, and kickbacks by contractors, and Sections 3-307 and 3-309, imposing sanctions and penalties for violations shall apply to this Agreement.

A. **Gratuities.** No party to this Agreement has or will offer or give any City employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a contract requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor.

B. **Kickbacks.** City and KCATA certify that no payment, gratuity, offer of employment or benefit has been or will be made by or on behalf of or solicited from any third party contractor under a contract to City or KCATA as an inducement for the award of a subcontract or order in connection with the subject matter of this Agreement.

15. **Conflicts of Interest.** The provisions of Kansas City Municipal Code Section 3-301, prohibiting City officers and employees from having a personal financial interest in any contract with the City, and Sections 3-307 and 3-309, imposing sanctions and penalties for violations, shall apply to this Agreement. City and KCATA each certify that no officer or employee of City or KCATA has, or will have, a direct or indirect financial interest in this Agreement which is incompatible with the officer's or employee's discharge of official duties in the public interest, and that no officer or employee of City or KCATA, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of City or KCATA in this Agreement.

16. **Compliance with Laws.** The parties hereto shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work under this Agreement. The parties shall, at their own expense, secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of their respective obligations under this Agreement. All references to "Code" shall mean the City's Code of Ordinances, including any amendments thereto or recodification thereof.

17. **Waiver.** Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by KCATA until complete performance of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

18. **Rights and Remedies Cumulative and Not Exclusive.** All rights and remedies granted to the City herein and any other rights and remedies which the City may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that the City may

have exercised any remedy without terminating this Agreement shall not impair the City's rights thereafter to terminate or to exercise any other remedy herein granted or to which the City may otherwise be entitled.

19. **Other Agreements.** This Agreement, including any referenced Exhibits, constitutes the entire agreement between the City and KCATA with respect to the subject properties, and supersedes all prior agreement between the parties with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this Agreement.

20. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Missouri. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within Jackson County, Missouri, and in no other. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

21. **Time is of the Essence.** Time and exact performance are of the essence of this Agreement. KCATA and City agree to diligently seek to adhere to the general timeline set forth in this Agreement.

22. **Multiple Counterparts.** This Agreement may be executed in multiple counterpart copies, each of which will be considered an original and all of which shall constitute but one and the same instrument, binding on all parties hereto, even though all the parties are not signatory to the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages which together contain the signatures of all parties hereto shall be deemed for all purposes a fully executed original.

23. **Continued Cooperation of Parties.** The City and KCATA agree, upon the request of another party, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications and provide such other information as may be reasonably requested, necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent and to give full force and effect to the intent of the provisions, terms and covenants of this Agreement.

24. **Acceptance, Approval, Consent of City; Further Actions.** The City and KCATA acknowledge that this Agreement contemplates the execution of further agreements, that the objectives of this Agreement necessitate such further agreements being executed, that the purpose and intent of this Agreement will be frustrated, to the detriment of City and KCATA, if such further actions do not occur as contemplated herein, and that the contractual expectations arising under this Agreement will be impaired unless such further actions shall proceed on a timely basis pursuant to the schedules established by this Agreement. Therefore, the City Manager is authorized and directed, without further City Council approval, to take such further actions as are consistent with the realizing of the objectives of this Agreement, including, but not limited to, executing any further document, however denominated, which might be necessary or beneficial in the implementation of this Agreement, unless approval by the City Council is otherwise required by any provision of law in effect on the Effective Date of this Agreement.

25. **Notices.** Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered personally or deposited

in the United States mail, either certified or registered mail, postage prepaid, return receipt requested or by electronic mail, addressed as follows:

If to the City: City Manager
City Hall, 29th Floor
414 East 12th Street
Kansas City, MO 64106
E-Mail: earnest.rouse@kcmo.org

with a copy to: Law Department
Attn: City Attorney
City Hall, 23rd Floor
414 East 12th Street
Kansas City, MO 64106
E-Mail: amelia.mcintyre@kcmo.org

with a copy to: Director of Public Works
City Hall, 20th Floor
414 East 12th Street
Kansas City, Missouri 64106
E-Mail: ralph.davis@kcmo.org

If to KCATA: President & CEO
Attn: Robbie Makinen
Kansas City Area Transportation Authority
1200 E 18th Street
Kansas City, MO 64108
Email: RMakinen@kcata.org

with a copy to: Senior Vice President
Attn: Dick Jarrold
Ride KC Development Corporation
1200 E 18th Street
Kansas City, MO 64108
E-Mail: DJarrold@kcata.org

with a copy to: Lathrop GPM LLP
Attn: Jerry Riffel, Esq.
2345 Grand Avenue, Suite 2800
Kansas City, Missouri 64108
E-Mail: Jerry.Riffel@lathropgpm.com

1. Defense of Title to Country Club Right of Way. After transfer, the City shall have the responsibility for the defense of title to the Country Club Right of Way, but the KCATA shall cause its counsel to provide copies of all prior documentation related to such adverse title claim in its possession, promptly and without expense to the City.

2. Miscellaneous. Each party agrees to perform any further acts and deliver any additional documents which may be reasonably requested to carry out the provision of this Agreement. In the event any part, term or provisions of this Agreement shall be declared illegal or in conflict with any law, rule or regulation, the validity of the remaining portion, terms or provisions shall not be affected thereby. The captions at the beginning of each section are used for convenience only and are not to be used in attempting to construe any part of this Agreement. Unless the context indicated otherwise, words importing the singular number shall include the plural and words of gender shall be deemed and construed to include feminine, masculine, and neuter genders.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year as indicated below.

CITY OF KANSAS CITY, MISSOURI
By and Through Ralph Davis, Acting
Director of its Department of Public
Works, as the designee of the Interim City
Manager Earnest Rouse

Dated: _____, 2020

By: _____
Ralph Davis, Acting Director

ATTEST:

Marilyn Sanders
City Clerk

Approved as to form and legality

Amelia McIntyre, Associate City Attorney

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BEFORE ME, a Notary Public, in and for said county and state aforesaid, personally appeared Ralph Davis, Acting Director of the Department of Public Works, who is known to me to be the same person who executed the foregoing instrument on behalf of the City of Kansas City, Missouri, as the designee of the Interim City Manager Earnest Rouse, and acknowledged the execution of the same as his free and voluntary act and deed of said City of Kansas City, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this ____ day of _____, 2020

Notary Public

My Commission Expires:

[SIGNATURES CONTINUE ON NEXT PAGE]

KANSAS CITY AREA
TRANSPORTATION AUTHORITY

Dated: _____, 2020

By: _____
[_____]_____
[_____]_____

STATE OF MISSOURI)
) ss.
COUNTY OF)
JACKSON

BEFORE ME, a Notary Public, in and for said county and state aforesaid, personally appeared [_____] [_____] who is known to me to be the same person who executed the foregoing instrument on behalf of the KANSAS CITY AREA TRANSPORTATION AUTHORITY, and acknowledged the execution of the same as his/her free and voluntary act and deed of said KANSAS CITY AREA TRANSPORTATION AUTHORITY.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this ____ day of _____, 2020

Notary Public

My Commission Expires:

Exhibit A

North Corridor Legal Description

EXHIBIT "A"

FOR: KANSAS CITY AREA TRANSPORTATION AUTHORITY
1200 EAST 18TH STREET
KANSAS CITY, MISSOURI 64108
DATE: MAY 18, 2020

DESCRIPTION:

THAT PART OF SECTIONS 19, 20, AND 29 IN TOWNSHIP 49 NORTH, RANGE 33 WEST BEING PART OF THE PROPERTY DESCRIBED IN MISSOURI WARRANTY DEED, DOCUMENT NO. K-504119, RECORDED IN BOOK K-1108 AT PAGE 1134, DESCRIBED AS FOLLOWS:

A TRACT COMMENCING AT THE SOUTHWESTERLY CORNER OF ARCHIBALD STREET AND PENNSYLVANIA AVENUE; THENCE WESTWARD ALONG THE SOUTHERLY LINE OF ARCHIBALD STREET A DISTANCE OF 230.43 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE EASTWARD ALONG THE SOUTH LINE OF ARCHIBALD STREET A DISTANCE OF 5.4 FEET TO A POINT; THENCE SOUTHEASTWARD AND AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 18.19 FEET TO A POINT; THENCE NORTHWESTWARD ALONG A STRAIGHT COURSE TO THE POINT OF BEGINNING.

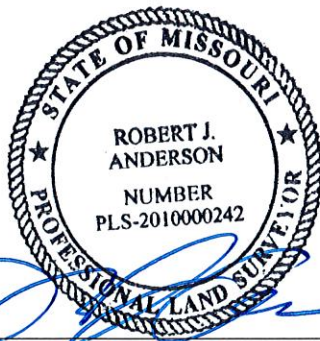
AND

A STRIP OF LAND FIFTY (50) FEET IN WIDTH, BEING TWENTY-FIVE (25) FEET ON EITHER SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF ARCHIBALD STREET AND PENNSYLVANIA AVENUE; THENCE WESTWARD ALONG THE SOUTHERLY LINE OF ARCHIBALD STREET A DISTANCE OF 261.83 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE SOUTHEASTWARD ALONG A STRAIGHT COURSE FORMING A SOUTHEAST ANGLE OF 73°40' WITH THE SOUTHERLY LINE OF SAID ARCHIBALD STREET A DISTANCE OF 222.00 FEET TO A POINT; THENCE SOUTHEASTWARD ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 573.69 FEET AND HAVING THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 105.67 FEET TO A POINT; THENCE SOUTHEASTWARD ALONG A STRAIGHT COURSE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 179.99 FEET TO A POINT; THENCE SOUTHEASTWARD ALONG A STRAIGHT COURSE WHICH COURSE DEFLECTS 3°46' LEFT FROM THE LAST DESCRIBED COURSE A DISTANCE OF 282.73 FEET TO A POINT; THENCE SOUTHWARD ALONG A



CURVE TO THE RIGHT HAVING A RADIUS OF 955.37 FEET AND HAVING THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 491.63 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 49 NORTH, RANGE 33 WEST, AND 900.02 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 29, WHICH POINT IS THE TERMINATION OF THE CENTER LINE OF THE 50-FOOT STRIP OF LAND HERETOFORE DESCRIBED AND THE BEGINNING OF THE DESCRIPTION OF THE CENTER LINE OF A 100-FOOT STRIP OF LAND; THENCE CONTINUING SOUTHERLY ALONG THE AFORESAID CURVE A DISTANCE OF 833.56 FEET TO A POINT; THENCE SOUTHWESTWARD ALONG A STRAIGHT COURSE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 11.45 FEET TO A POINT; THENCE SOUTHWARD ON A CURVE TO THE LEFT HAVING A RADIUS OF 1637.28 FEET AND HAVING THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 1123.33 FEET TO A POINT; THENCE SOUTHEASTWARD ALONG A STRAIGHT COURSE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 794.14 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 49 NORTH, RANGE 33 WEST, SAID POINT BEING 1181.23 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE CONTINUING SOUTHEASTWARD ALONG A PROLONGATION OF THE LAST DESCRIBED COURSE, SAID COURSE MAKING A SOUTHEAST ANGLE OF 65°16' WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 29 A DISTANCE OF 1265.44 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1910.08 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 470 FEET; THENCE SOUTHWARD ALONG A STRAIGHT COURSE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 429.76 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1910.08 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 222.22 FEET; THENCE SOUTHWARD ALONG A STRAIGHT COURSE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 324.96 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 51ST STREET, AS NOW ESTABLISHED, SAID POINT ALSO BEING THE POINT OF TERMINUS OF THE ABOVE DESCRIBED CENTERLINE.

THE ABOVE DESCRIBED TRACT CONTAINS 611,636 SQUARE FEET OR 14.041 ACRES, MORE OR LESS.



5/19/2020

ROBERT J. ANDERSON, PLS #2010000242
ANDERSON SURVEY COMPANY
1270 N.E. DELTA SCHOOL ROAD
LEE'S SUMMIT, MISSOURI 64064
PHONE: (816) 246-5050



19,20,29-47-33
20-04-42668-1
42668_Exhibit.dwg

COMMENCING POINT
SOUTHWEST CORNER OF ARCHIBALD
STREET & PENNSYLVANIA AVENUE

PENNSYLVANIA AVENUE

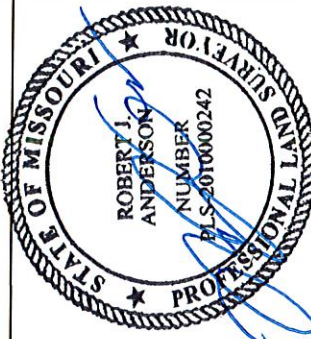
ARCHIBALD STREET
(VACATED)
230.43'

POINT OF BEGINNING



5.40'
18.19'
18.97'
90°

SHEET 1 OF 5



ROBERT J. ANDERSON,
PLS #2010000242

SCALE 1 INCH = 10 FEET



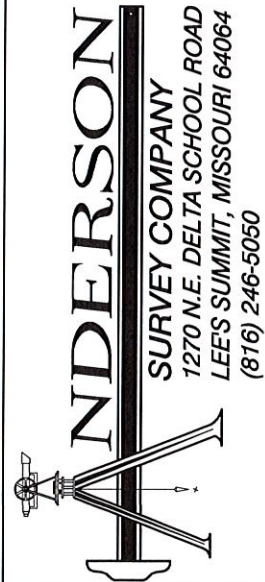
SCALE IN FEET

LOCATION:
WESTPORT TO 51ST STREET
KANSAS CITY, JACKSON
COUNTY, MISSOURI

DATE: MAY 18, 2020
FOR: KANSAS CITY AREA
TRANSPORTATION AUTHORITY
1200 EAST 18TH STREET
KANSAS CITY, MISSOURI 64108

ATTENTION: KEITH SANDERS

EXHIBIT A



ANDERSON
SURVEY COMPANY
1270 N.E. DELTA SCHOOL ROAD
LEE'S SUMMIT, MISSOURI 64064
(816) 246-5050

MISSOURI CERTIFICATE OF AUTHORITY, 000076

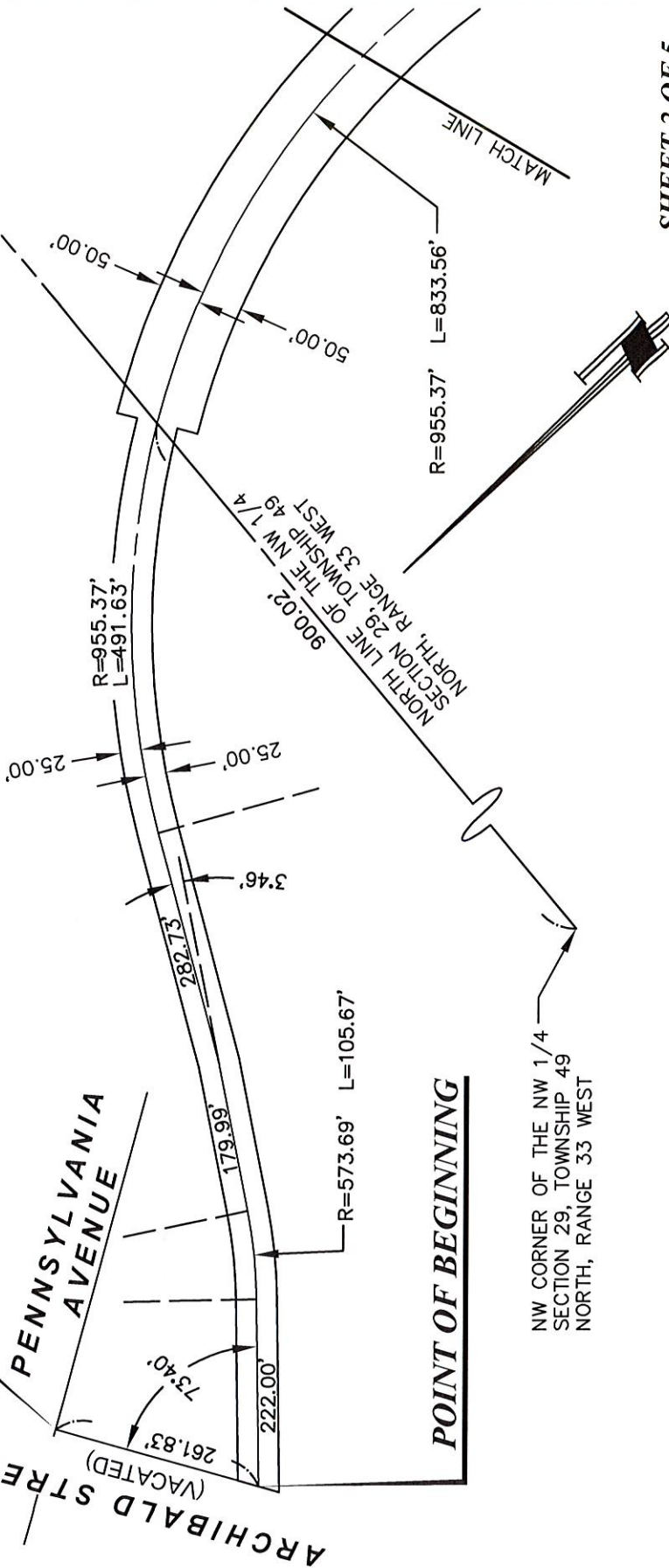
COMMENCING POINT

SOUTHWEST CORNER OF ARCHIBALD STREET & PENNSYLVANIA AVENUE

ARCHIBALD STREET (VACATED)

PENNSYLVANIA AVENUE

19,20,29-47-33
20-04-42668-1
42668_Exhibit.dwg



POINT OF BEGINNING

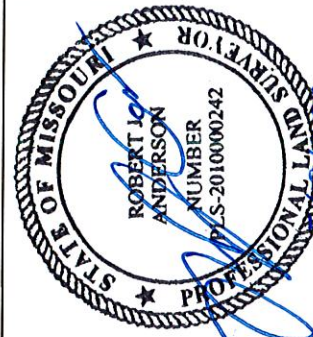
NW CORNER OF THE NW 1/4 SECTION 29, TOWNSHIP 49 NORTH, RANGE 33 WEST

SHEET 2 OF 5

EXHIBIT A

ANDERSON
SURVEY COMPANY
1270 N.E. DELTA SCHOOL ROAD
LEES SUMMIT, MISSOURI 64064
(816) 246-5050

MISSOURI CERTIFICATE OF AUTHORITY, 000076



ROBERT J. ANDERSON,
PLS #2010000242

SCALE 1 INCH = 200 FEET



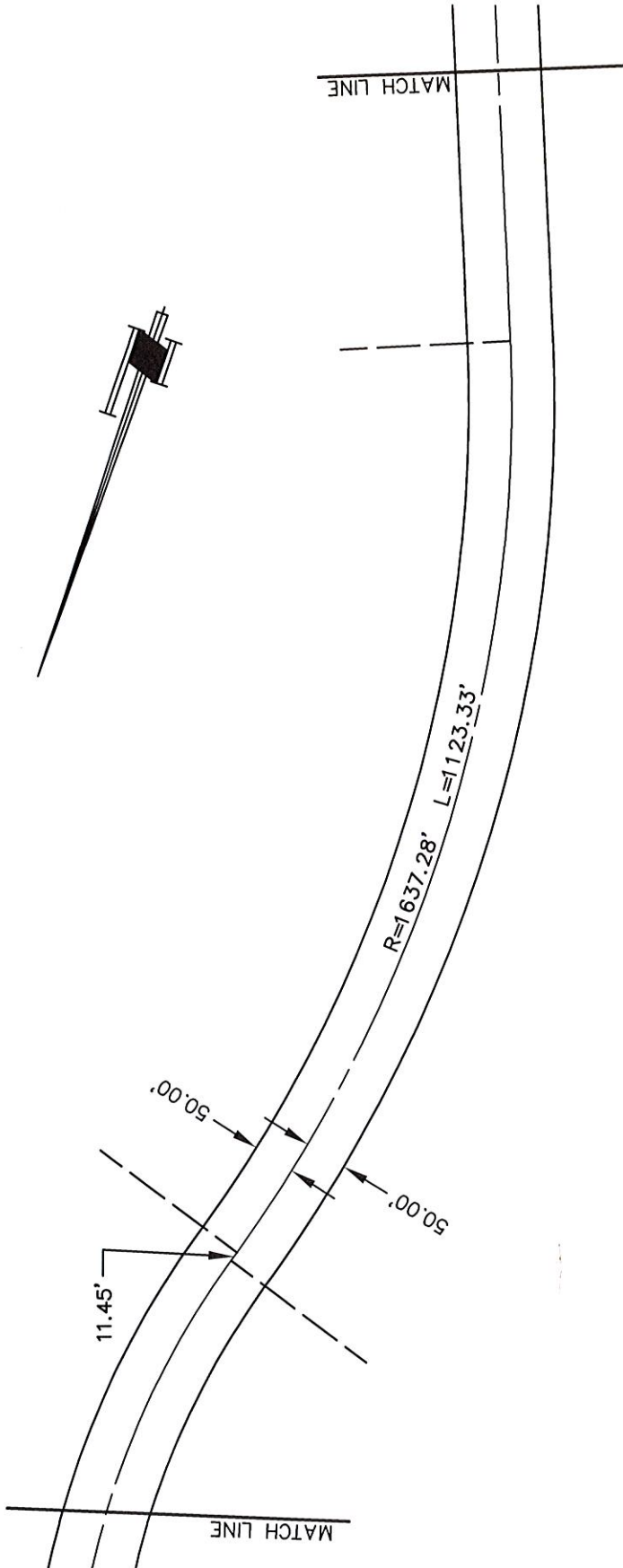
SCALE IN FEET

DATE: MAY 18, 2020
FOR: KANSAS CITY AREA
TRANSPORTATION AUTHORITY
1200 EAST 18TH STREET
KANSAS CITY, MISSOURI 64108

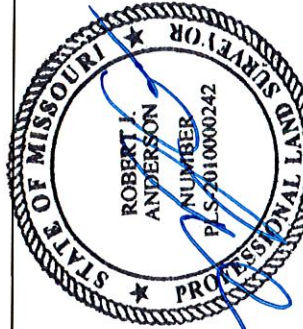
ATTENTION: KEITH SANDERS

LOCATION:
WESTPORT TO 51ST STREET
KANSAS CITY, JACKSON
COUNTY, MISSOURI

19,20,29-47-33
20-04-42668-1
42668_Exhibit.dwg



SHEET 3 OF 5



ROBERT J. ANDERSON,
PLS #2010000242

SCALE 1 INCH = 200 FEET



DATE: MAY 18, 2020
FOR: KANSAS CITY AREA
TRANSPORTATION AUTHORITY
1200 EAST 18TH STREET
KANSAS CITY, MISSOURI 64108

ATTENTION: KEITH SANDERS

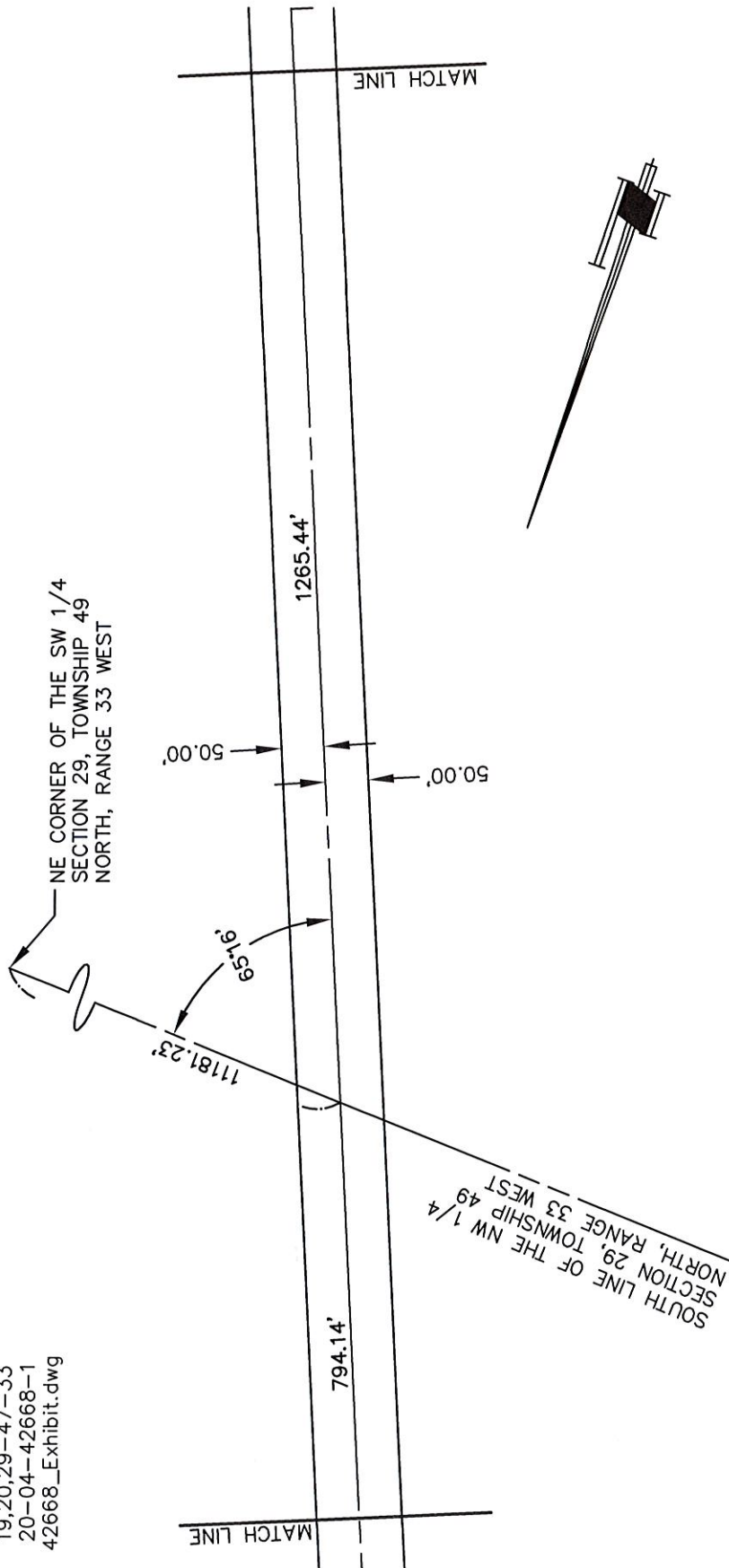
LOCATION:
WESTPORT TO 51ST STREET
KANSAS CITY, JACKSON
COUNTY, MISSOURI

EXHIBIT A

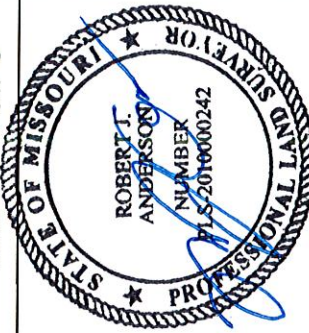


MISSOURI CERTIFICATE OF AUTHORITY, 000076

19,20,29-47-33
20-04-42668-1
42668_Exhibit.dwg



SHEET 4 OF 5



5/19/2020
ROBERT J. ANDERSON,
PLS #2010000242

SCALE 1 INCH = 200 FEET



SCALE IN FEET

DATE: MAY 18, 2020
FOR: KANSAS CITY AREA
TRANSPORTATION AUTHORITY
1200 EAST 18TH STREET
KANSAS CITY, MISSOURI 64108

LOCATION:
WESTPORT TO 51ST STREET
KANSAS CITY, JACKSON
COUNTY, MISSOURI

ATTENTION: KEITH SANDERS

EXHIBIT A



MISSOURI CERTIFICATE OF AUTHORITY, 000076

19,20,29-47-33
 20-04-42668-1
 42668_Exhibit.dwg

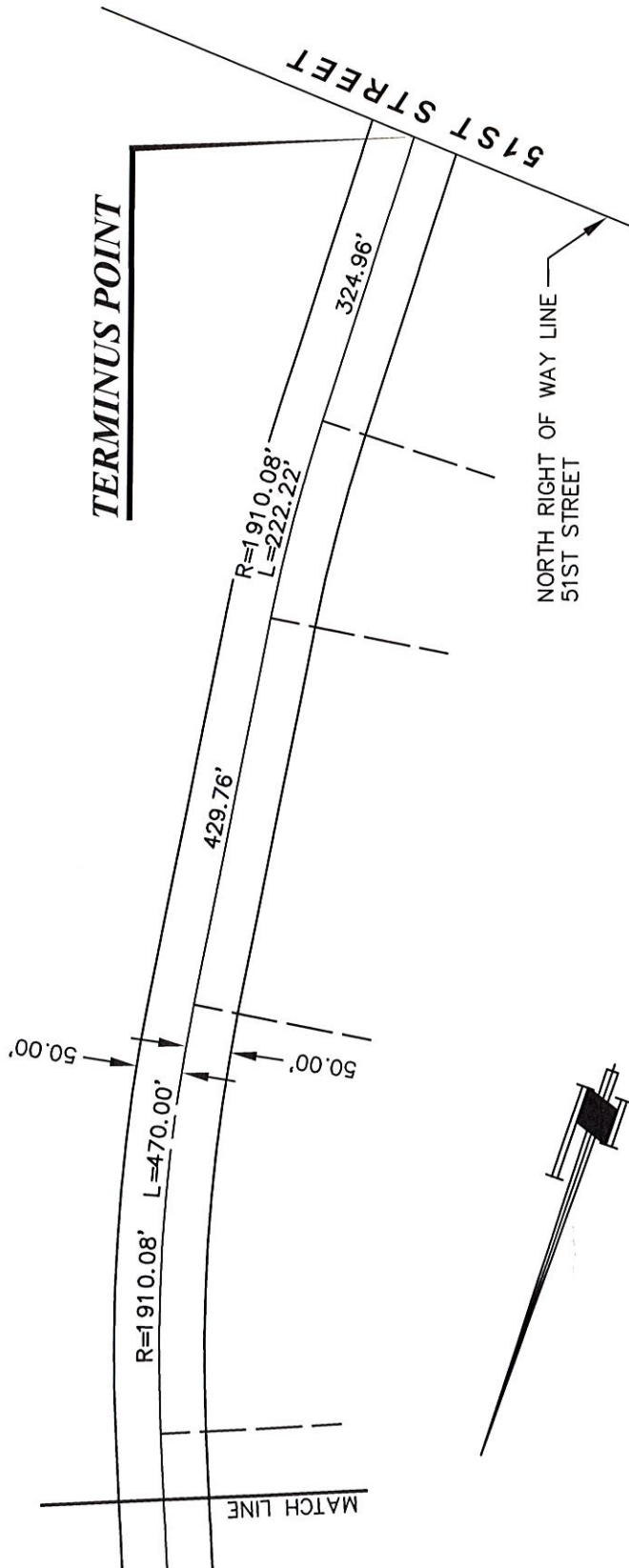
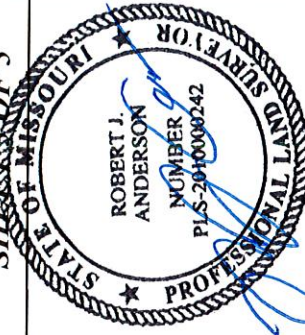


EXHIBIT A

ANDERSON
 SURVEY COMPANY
 1270 N.E. DELTA SCHOOL ROAD
 LEES SUMMIT, MISSOURI 64064
 (816) 246-5050

MISSOURI CERTIFICATE OF AUTHORITY, 000076

SHEET 5 OF 5



5/19/2020
 ROBERT J. ANDERSON,
 PLS #2010000242

SCALE 1 INCH = 200 FEET



SCALE IN FEET

DATE: MAY 18, 2020
 FOR: KANSAS CITY AREA
 TRANSPORTATION AUTHORITY
 1200 EAST 18TH STREET
 KANSAS CITY, MISSOURI 64108

ATTENTION: KEITH SANDERS

LOCATION:
 WESTPORT TO 51ST STREET
 KANSAS CITY, JACKSON
 COUNTY, MISSOURI

Exhibit A-1
North Corridor Deed

(Space above this line for Recorder's use only)

Title of Document: Quit-Claim Deed

Date of Document: _____, 2020

Grantor: KANSAS CITY AREA TRANSPORTATION AUTHORITY
a bi-state public agency created by interstate compact
between the States of Missouri and Kansas

Grantor
Mailing Address: 1200 E. 18th St.
Attn: Dick Jarrold, Senior Vice President
Kansas City, Missouri, 64108

Grantee: CITY OF KANSAS CITY, MISSOURI
a Municipal Corporation of the State of Missouri

Grantee
Mailing Address: 414 E. 12th Street, 20th Floor
Attn: Director of Public Works Department
Kansas City, MO 64106

Legal Description: See Exhibit A, pages ----

Statutory Recording Reference:

QUIT-CLAIM DEED

THIS INDENTURE is made effective as of _____, 2020, by the Kansas City Area Transportation Authority, a bi-state public agency created by interstate compact between the States of Missouri and Kansas, a body corporate and politic (alternatively “**Grantor**” or “**KCATA**”)(mailing address of the Grantor is 1200 E. 18th St., Attn: Dick Jarrold, Kansas City, MO 64108), in favor of **CITY OF KANSAS CITY, MISSOURI**, a municipal home rule charter City of the State of Missouri (alternatively “**Grantee**” or “**CITY**”) (mailing address of Grantee is: 414 E. 12th Street, 20th Floor, Attn: Department of Public Works Acting Director Ralph Davis, Kansas City, MO 64106).

RECITALS

WHEREAS, on November 27, 2019, the City exercised its exclusive option and right of purchase for the Country Club Right of Way from the KCATA, as set forth in that certain Irrevocable Option to Purchase and Right of First Refusal by and between Grantor and City dated October 21, 1981;

WHEREAS, in accordance with the Option to Purchase, the City requested that the KCATA convey the property currently constituting the Country Club Right of Way to the City by executing a Quit Claim Deed naming the City as grantee.

WHEREAS, the City, contemporaneously with this Quit-Claim Deed, is granting the KCATA easements to allow the KCATA to continue to operate certain transit facilities located on the Country Club Right of Way, which easements are to be recorded and limited to the terms and conditions of such recorded easements.

WITNESSETH: THAT GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by Grantee, the receipt of which is hereby acknowledged, does by these presents, REMISE, RELEASE AND FOREVER QUIT CLAIM unto Grantee, its successors and assigns, the following described land (the “Land”) lying, being, and situate in the City of Kansas City, County of Jackson and State of Missouri, to wit:

See **Exhibit A** attached hereto and incorporated herein, being the seven sheets prepared by Anderson Survey Company, certified by Robert J. Anderson, PLS-2010000242, dated May 18, 2020, and excluding that portion of the Land legally described on **Exhibit B**.

SUBJECT TO covenants, conditions, easements, restrictions and reservations of record, if any.

TO HAVE AND TO HOLD the Land aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto Grantee, and unto its successors and assigns forever so that the Grantor shall not have and will not hereafter

claim or demand any right or title to the property described herein or any part thereof, but Grantor shall, by these presents, be excluded and forever barred from any claim as to such property.

Grantor makes no statements, warranties or representations to Grantee whatsoever regarding the title to the Property.

IN WITNESS WHEREOF, Grantor has caused this Indenture to be executed the day and year first above written.

GRANTOR:
KANSAS CITY AREA TRANSPORTATION
AUTHORITY

By: _____
Robbie Makinen, President & CEO

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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 Robbie Makinen, who is personally known to me to be the same person who executed, as the President & CEO of the Kansas City Area Transportation Authority, the within instrument on behalf of such Authority, and such person duly acknowledged the execution of the same to be the act and deed of the Kansas City Area Transportation Authority.

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:

Acceptance of Property

The City of Kansas City, Missouri, as Grantee, hereby accepts the Land and, in accordance with Ordinance No. 190510, passed on July 11, 2019, which authorized the Director of the Public Works Department to take such further action and execute the documents, as may be necessary or desirable to plan for the extension of such Streetcar, such as the duties and obtain the rights of the City under the Cooperative Agreement for Country Club Right of Way, with an effective date of _____, 2020.

**CITY OF KANSAS CITY, MISSOURI,
By and Through its Public Works Department**

By: _____
Ralph Davis, Acting Director

Approved as to form and legality:

Amelia McIntyre, Associate City Attorney

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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 Ralph Davis, Acting Director of the Department of Public Works of the City of Kansas City, Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of the City of Kansas City, Missouri, and such person duly acknowledged the execution of the same to be the act and deed of the City of Kansas City, Missouri.

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

NOTARY PUBLIC

My Commission Expires:

Exhibit A

Legal Description Prepared by Anderson Survey Company
Certified by Robert J. Anderson, PLS # 2010000242

Exhibit A-2

Portions of North Corridor Conveyed by KCATA to Third Parties

Deeds exchanged by and between the KCATA and The Main Associates, a Missouri General Partnership (“Main Associates”), which exchange commenced with a Quit-Claim Deed executed by KCATA on May 24, 1995, in favor of Main Associates, recorded as Document No. K1202975, in Book K 2717, Page 1806, and the return Special Warranty Deed executed by Main Associates on June 8, 1995, to the KCATA, recorded as Document No. 1202976, in Book K 2717 at Page 1809, both of which exchange deeds were recorded July 26, 1995 with the Jackson County, Missouri Recorder of Deeds.

The above deeds were listed on the Title Commitment from Assured Quality Title. KCATA Memorandum dated May 11, 2020, lists in Part V, Items a, b and c, that may be different, or additional deeds. Copies of those additional deeds referenced in Part V, Items a, b and c, need to be provided by the KCATA to the City for review. Those additional deeds were possibly outside of the areas upon which title work was done, as the title work focused solely upon the footprints of the Streetcar Extension related improvements.

Exhibit A-3

Active North Corridor Leases

Active North Corridor Leases

<u>Lease Name/Date</u>	<u>Original Tenant</u>	<u>2020 Rental Amount</u>	<u>Assigned Tenant</u>	<u>Location</u>
Cost+Kansas City MO LLC November 13, 2012	Midwest Realty	\$3,500	Not applicable	World Market South of Westport Road
KCDB, LLC/3521 Baltimore ¹ February 20, 2018	3521 Baltimore Westport-Nall Investors, L.P. July 1, 2004	\$21,244.00	Assigned to KCDB on February 20, 2018	South of intersection Wornall Rd and Mill Street
American Century Investments April 19, 1994	Twentieth Century Realty, Inc.	\$20,327.00	Not applicable	Area behind American Century and adjacent to Millcreek
NorthPoint Development (NP Plaza Senior, LLC) March 30, 2018	Highwoods Realty Limited Partnership January 1, 2001	\$365.00	Stonecrest / CA Senior Living Holding, LLC ² July 2020	North East corner of Emanuel Cleaver II Blvd and Brookside Blvd
UMKC Trustees August 31, 2010	Curators of The University of Missouri	\$3,407.00	Not applicable	Parking lot north of 51 st Street

¹ Unless terminated in accordance with its terms the Lease rental goes to \$25,068.00 effective January 1, 2021.

² Stonecrest: Transaction pending and forward a signed agreement when receive the rent

Exhibit A-4

KCATA North Corridor Easement Area

- Cleaver and Main northeast corner – Existing bus shelter pad.

The specific metes and bounds description will be provided by the KCATA during the North Corridor Due Diligence Period, and that more specific legal description will be incorporated into an updated Exhibit A-4.

Exhibit B

South Corridor Legal Description

EXHIBIT "B"

FOR: KANSAS CITY AREA TRANSPORTATION AUTHORITY
1200 EAST 18TH STREET
KANSAS CITY, MISSOURI 64108

DATE: JULY 24, 2020

SOUTH CORRIDOR DESCRIPTION:

THAT PART OF SECTION 29 AND 32, IN TOWNSHIP 49 NORTH, RANGE 33 WEST, AND THAT PART OF SECTIONS 5, 8, AND 17, IN TOWNSHIP 48 NORTH, RANGE 33 WEST, BEING PART OF THE PROPERTY DESCRIBED IN MISSOURI WARRANTY DEED, DOCUMENT NO. K504119, RECORDED IN BOOK K1108 AT PAGE 1134, DESCRIBED AS FOLLOWS:

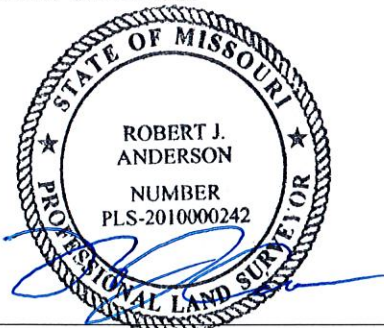
A STRIP OF LAND ONE-HUNDRED (100) FEET IN WIDTH, BEING FIFTY (50) FEET ON EITHER SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 49 NORTH, RANGE 33 WEST, SAID POINT BEING 1181.23 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 29; THENCE SOUTHEASTWARD ALONG A LINE MAKING A SOUTHEAST ANGLE OF 65°16' WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 29 A DISTANCE OF 1265.44 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1910.08 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 470 FEET; THENCE SOUTHWARD ALONG A STRAIGHT COURSE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 429.76 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1910.08 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 222.22 FEET; THENCE SOUTHWARD ALONG A STRAIGHT COURSE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 324.96 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 51ST STREET, AS NOW ESTABLISHED, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE SOUTHWARD CONTINUING ALONG LAST SAID COURSE A DISTANCE OF 149.89 FEET TO A POINT; THENCE SOUTHWARD ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 11460.00 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 160.00 FEET TO A POINT; THENCE SOUTHWARD ALONG A STRAIGHT COURSE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 1260.30 FEET TO A POINT; THENCE SOUTHWARD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2292.01 FEET AND HAVING THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 553.33 FEET TO A POINT; THENCE SOUTHWARD ALONG A STRAIGHT COURSE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 18.41 FEET TO A POINT; THENCE SOUTHWARD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5729.65 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 460.00 FEET TO A POINT; THENCE SOUTHWARD ALONG A STRAIGHT COURSE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 117.29 FEET TO A POINT; THENCE SOUTHWARD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 8594.37 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 542.46 FEET TO A POINT; THENCE SOUTHWESTWARD ALONG A STRAIGHT

COURSE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 2229.51 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 49 NORTH, RANGE 33 WEST, SAID LINE FORMING A NORTHEAST ANGLE OF 72°40' WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 32, SAID POINT BEING 1218.45 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 33 WEST; THENCE CONTINUING SOUTHWESTWARD ALONG A PROLONGATION OF THE AFORESAID COURSE A DISTANCE OF 1684.41 FEET TO A POINT; THENCE SOUTHWESTWARD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5729.65 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 356.67 FEET TO A POINT; THENCE SOUTHWESTWARD ALONG A STRAIGHT COURSE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 1315.40 FEET TO A POINT; THENCE SOUTHWARD ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2864.93 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 1005 FEET TO A POINT; THENCE SOUTHWARD ALONG A STRAIGHT COURSE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 6139.21 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 48 NORTH, RANGE 33 WEST, SAID POINT BEING 24.4 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 8, WHICH POINT IS IN A WESTERN PROLONGATION OF THE CENTER LINE OF 75TH STREET, EAST OF WORNALL ROAD AS NOW ESTABLISHED; THENCE CONTINUING SOUTHWARD ALONG A STRAIGHT COURSE A DISTANCE OF 375.02 FEET TO A POINT; THENCE SOUTHWARD ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3819.83 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 959.44 FEET TO A POINT, SAID POINT BEING 0.48 FEET SOUTH OF THE CENTER LINE OF 77TH STREET AND 119.13 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 48 NORTH, RANGE 33 WEST; THENCE SOUTHEASTWARD ALONG A STRAIGHT COURSE AND TANGENT TO THE LAST-DESCRIBED CURVE, SAID COURSE ALSO FORMING A SOUTHEASTERLY ANGLE OF 75°54'40" WITH THE CENTER LINE OF 77TH STREET A DISTANCE OF 1150.28 FEET TO A POINT; THENCE SOUTHEASTWARD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5729.65 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 385.00 FEET TO A POINT; THENCE SOUTHEASTWARD ALONG A STRAIGHT COURSE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 1168.85 FEET TO A POINT IN THE CENTER LINE OF 81ST STREET, SAID LINE FORMS A NORTHWEST ANGLE OF 79°55' WITH THE CENTER LINE OF 81ST STREET, SAID POINT ALSO BEING 652.70 FEET EAST OF THE CENTER LINE OF WORNALL ROAD; THENCE CONTINUING SOUTHEASTWARD ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 865.83 FEET TO A POINT; THENCE SOUTHEASTWARD ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1910.08 FEET AND WITH THE CURVE TO THE LEFT HAVING A RADIUS OF 1910.08 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 1255.55 FEET TO A POINT; THENCE SOUTHEASTWARD ALONG A STRAIGHT COURSE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 585.62 FEET TO A POINT; THENCE SOUTHEASTWARD ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2887.70 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 966.67 FEET TO A POINT OF COMPOUND CURVES; THENCE EASTWARD ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 955.37 FEET A DISTANCE OF 665.69 FEET TO A POINT; THENCE NORTHEASTWARD ALONG A STRAIGHT COURSE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 618.47 FEET TO A POINT; THENCE EASTWARD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1910.08 FEET AND WITH THE

LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 1120.00 FEET TO A POINT; THENCE SOUTHEASTWARD ALONG A STRAIGHT COURSE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 255.70 FEET TO A POINT; THENCE SOUTHEASTWARD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2864.93 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 66.14 FEET TO A POINT IN THE CENTER LINE OF TROOST AVENUE; THENCE CONTINUING ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 327.19 FEET TO A POINT; THENCE SOUTHEASTWARD ALONG A STRAIGHT COURSE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 380.05 FEET TO A POINT; THENCE SOUTHEASTWARD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1910.08 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 701.66 FEET TO A POINT; THENCE SOUTHEASTWARD ALONG A STRAIGHT COURSE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 299.19 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 955.37 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 701.67 FEET TO A POINT; THENCE EASTWARD ALONG A STRAIGHT LINE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 220.20 FEET TO A POINT; THENCE SOUTHEASTWARD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1146.28 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 373.00 FEET TO A POINT; THENCE SOUTHEASTWARD ALONG A STRAIGHT COURSE AND TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 640.12 FEET TO A POINT; THENCE EASTWARD ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 955.37 FEET AND WITH THE LAST DESCRIBED COURSE AS A TANGENT A DISTANCE OF 1236.11 FEET TO A POINT; THENCE NORTHEASTWARD ALONG A STRAIGHT COURSE AND TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 1465.96 FEET TO THE CENTER LINE OF PROSPECT AVENUE, SAID POINT ALSO BEING 165.05 FEET SOUTH OF THE CENTER LINE OF 85TH STREET, SAID BEFORE-DESCRIBED COURSE FORMING A NORTHWEST ANGLE OF 141°41' WITH SAID CENTER LINE OF PROSPECT AVENUE, SAID POINT ALSO BEING THE TERMINUS POINT OF SAID STRIP.

EXCEPTED FROM THE ABOVE DESCRIBED TRACTS ARE ALL LANDS HERETOFORE ACQUIRED BY KANSAS CITY OF JACKSON COUNTY FOR PUBLIC USE AS A PART OF THE STREET, BOULEVARD OR PARK SYSTEM OF KANSAS CITY OF JACKSON COUNTY.

THE ABOVE DESCRIBED TRACT CONTAINS 3,273,410 SQUARE FEET OR 75.147 ACRES, MORE OR LESS.

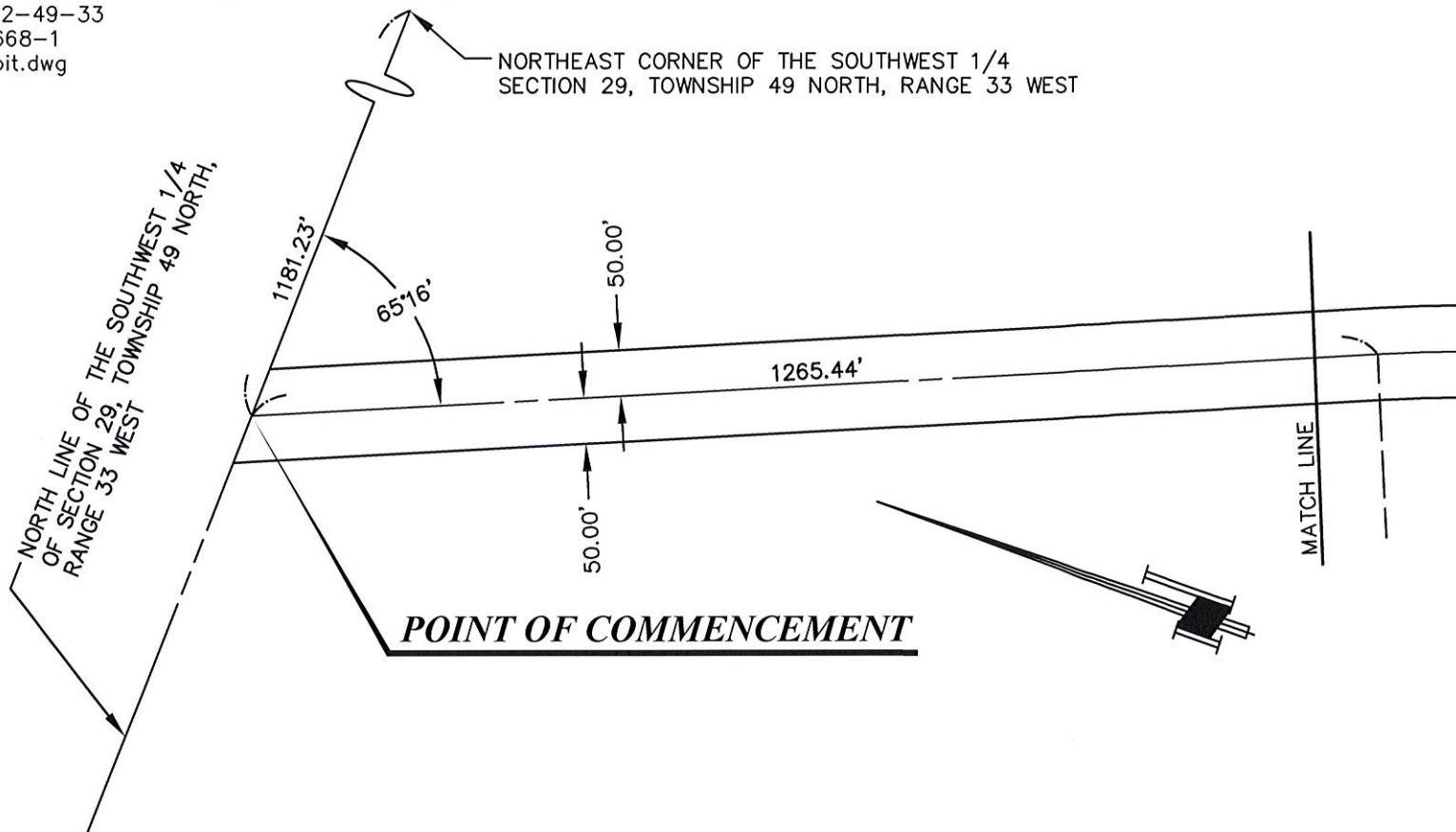


9/9/2020

ROBERT J. ANDERSON, PLS #2010000242
ANDERSON SURVEY COMPANY
1270 N.E. DELTA SCHOOL ROAD
LEE'S SUMMIT, MISSOURI 64064
PHONE: (816) 246-5050



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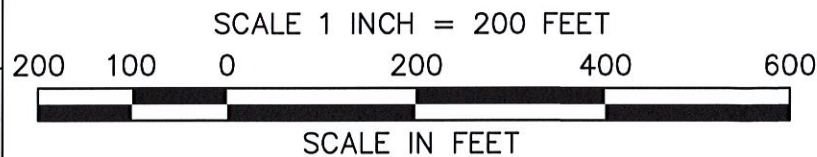


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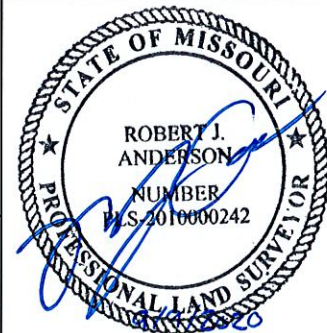
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DATE: JULY 24, 2020
 FOR: KANSAS CITY AREA
 TRANSPORTATION AUTHORITY
 1200 EAST 18TH STREET
 KANSAS CITY, MISSOURI 64108

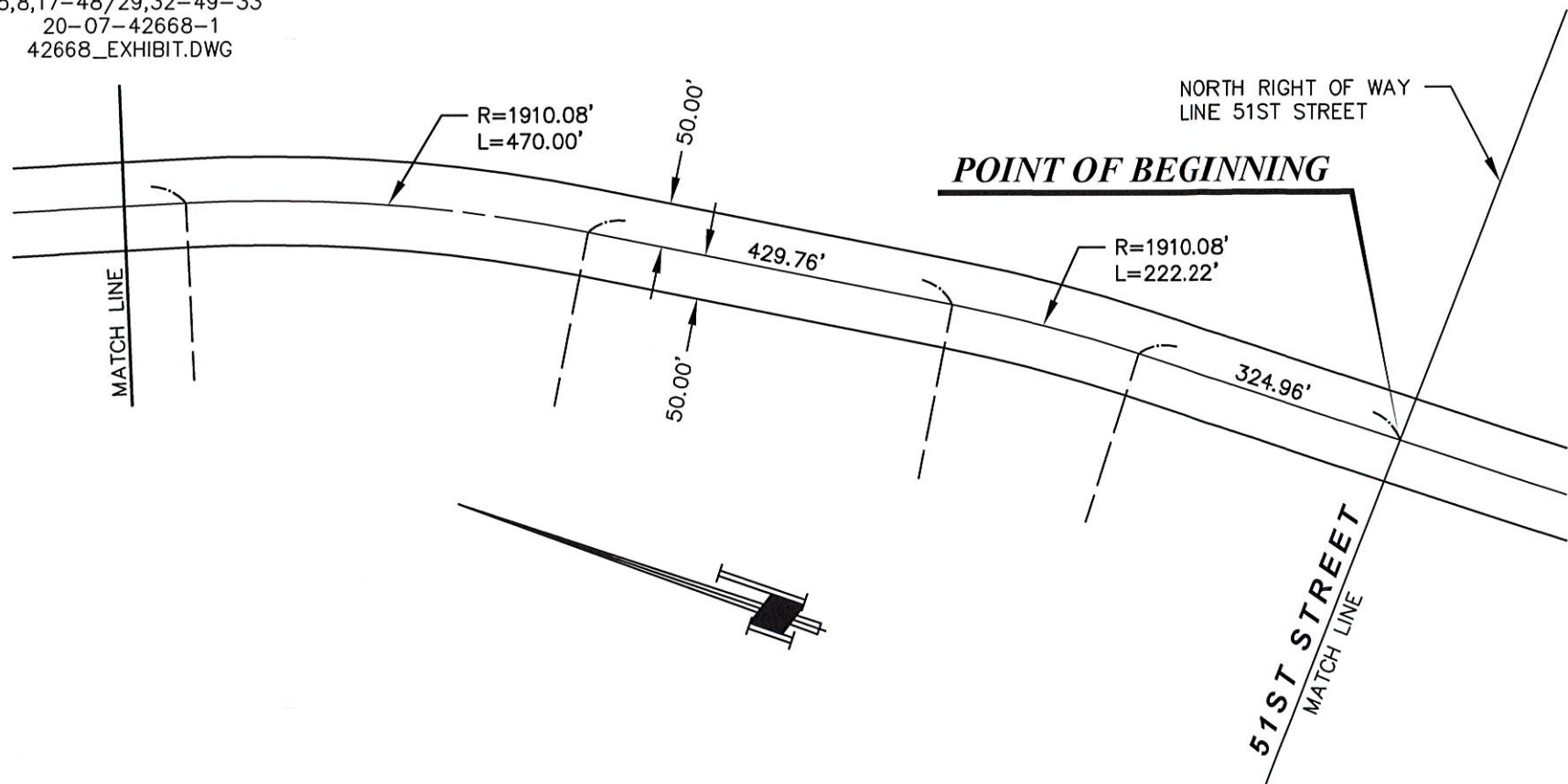
ATTENTION: KEITH SANDERS

LOCATION:
 51ST STREET TO 85TH
 STREET, KANSAS CITY,
 JACKSON COUNTY,
 MISSOURI



ROBERT J. ANDERSON,
 PLS #2010000242

5,8,17-48/29,32-49-33
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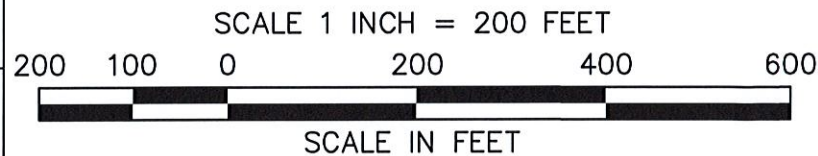
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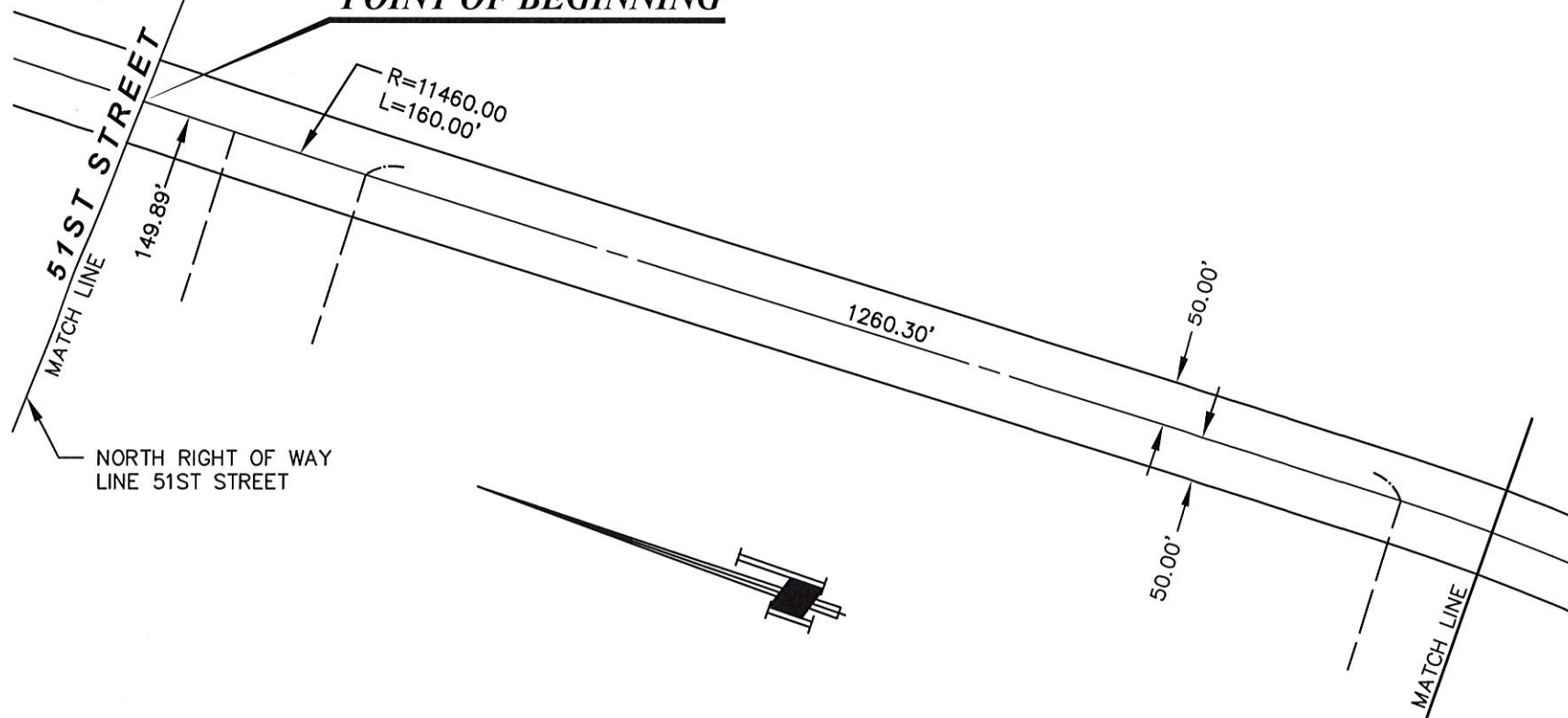
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POINT OF BEGINNING



SHEET 3 OF 18

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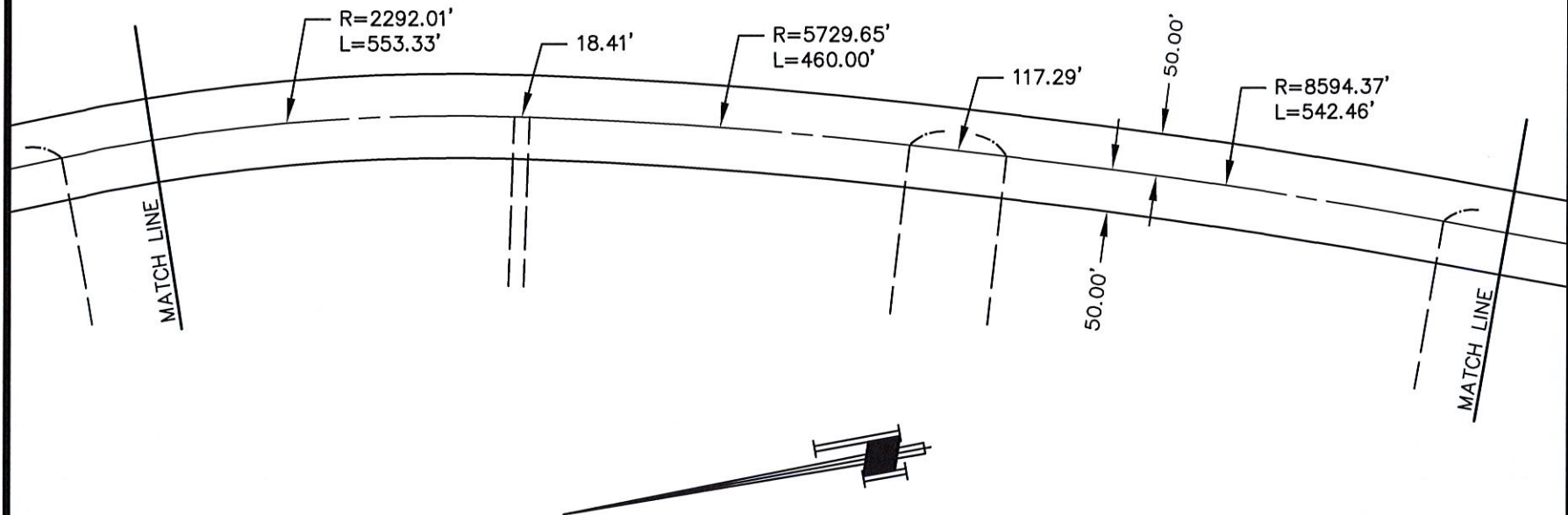
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9/19/2020

ROBERT J. ANDERSON,
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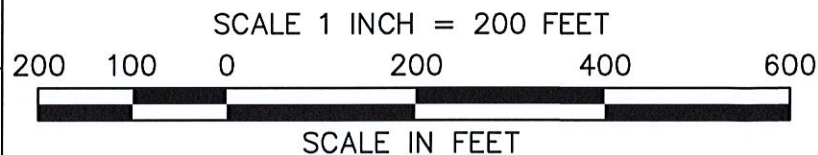


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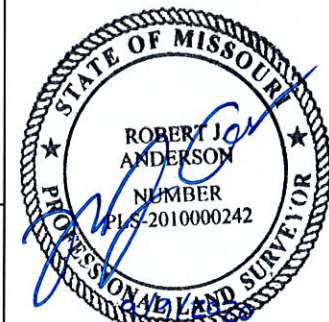
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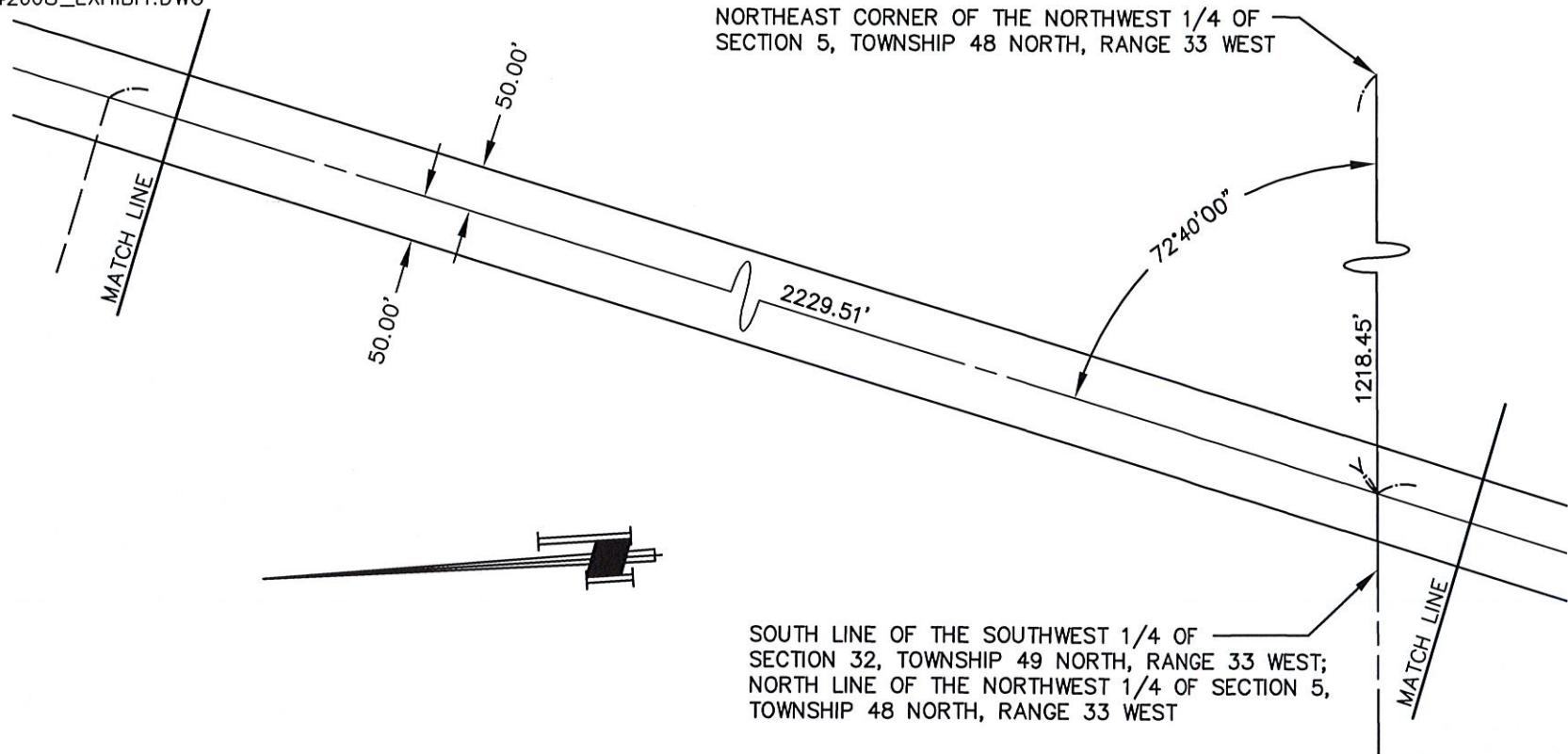
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SHEET 5 OF 18

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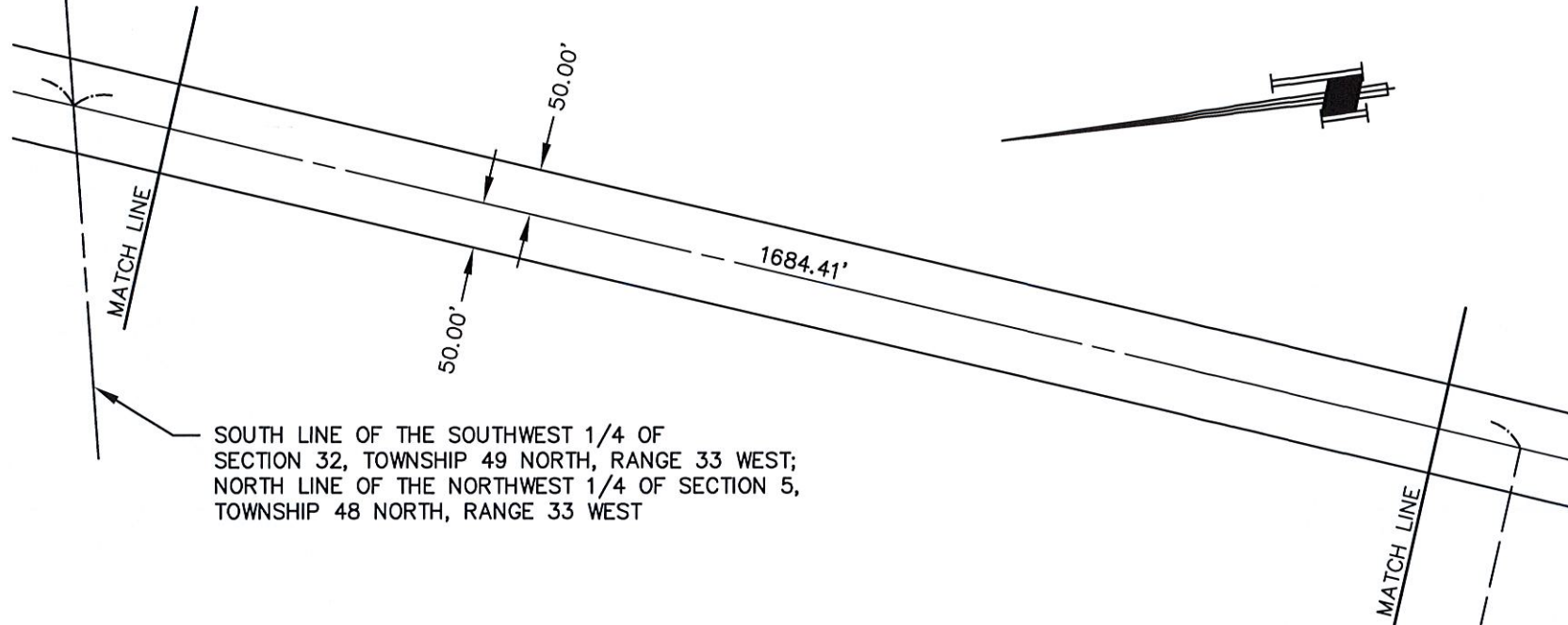
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5,8,17-48/29,32-49-33
20-07-42668-1
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SOUTH LINE OF THE SOUTHWEST 1/4 OF
SECTION 32, TOWNSHIP 49 NORTH, RANGE 33 WEST;
NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 5,
TOWNSHIP 48 NORTH, RANGE 33 WEST

SHEET 6 OF 18

EXHIBIT B



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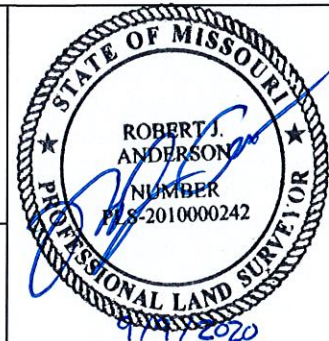
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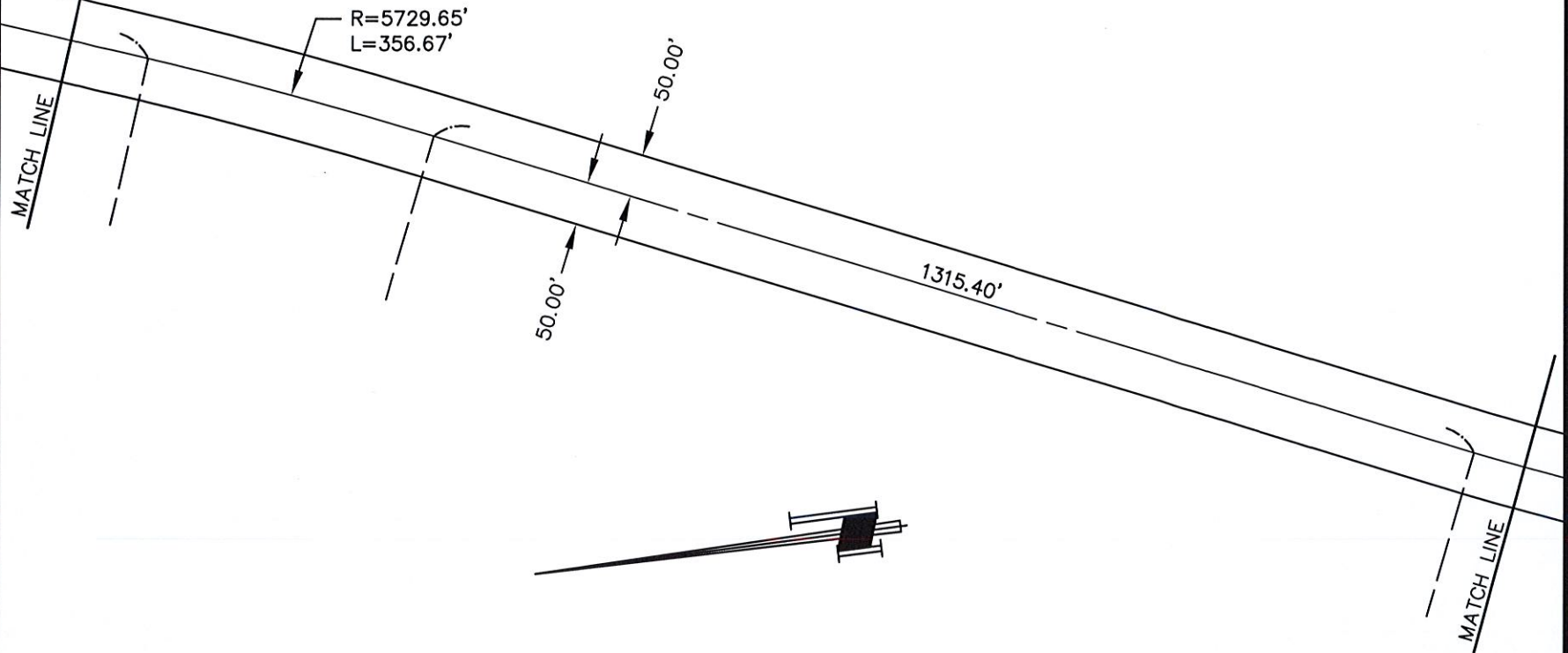
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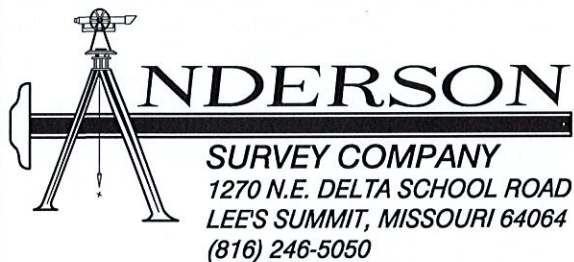
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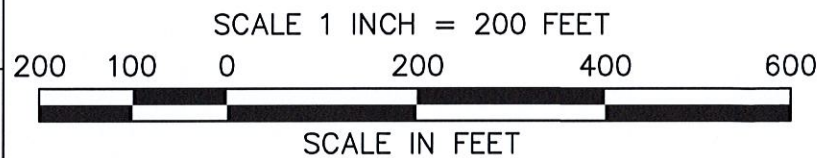


SHEET 7 OF 18

EXHIBIT B



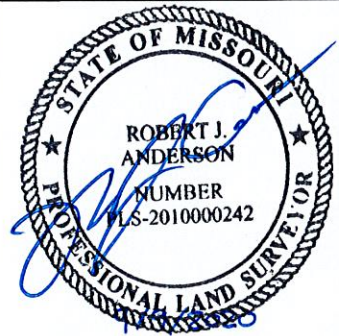
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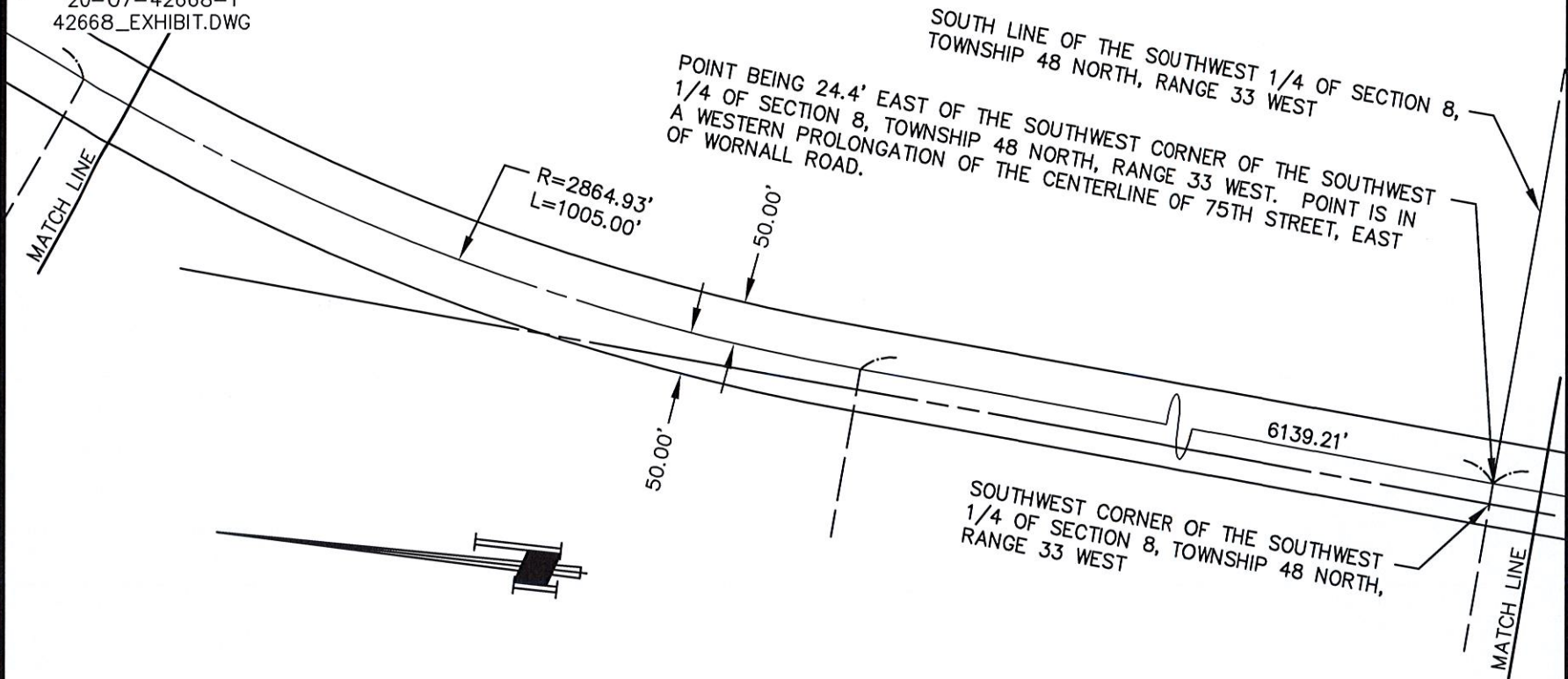
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5,8,17-48/29,32-49-33
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SHEET 8 OF 18

EXHIBIT B



ANDERSON

SURVEY COMPANY

1270 N.E. DELTA SCHOOL ROAD
 LEE'S SUMMIT, MISSOURI 64064
 (816) 246-5050

MISSOURI CERTIFICATE OF AUTHORITY, 000076

SCALE 1 INCH = 200 FEET

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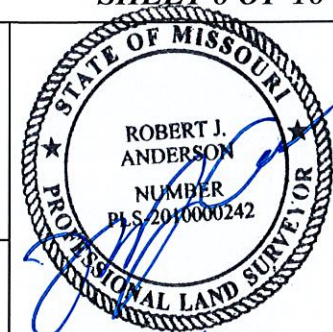


SCALE IN FEET

DATE: JULY 24, 2020
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 TRANSPORTATION AUTHORITY
 1200 EAST 18TH STREET
 KANSAS CITY, MISSOURI 64108

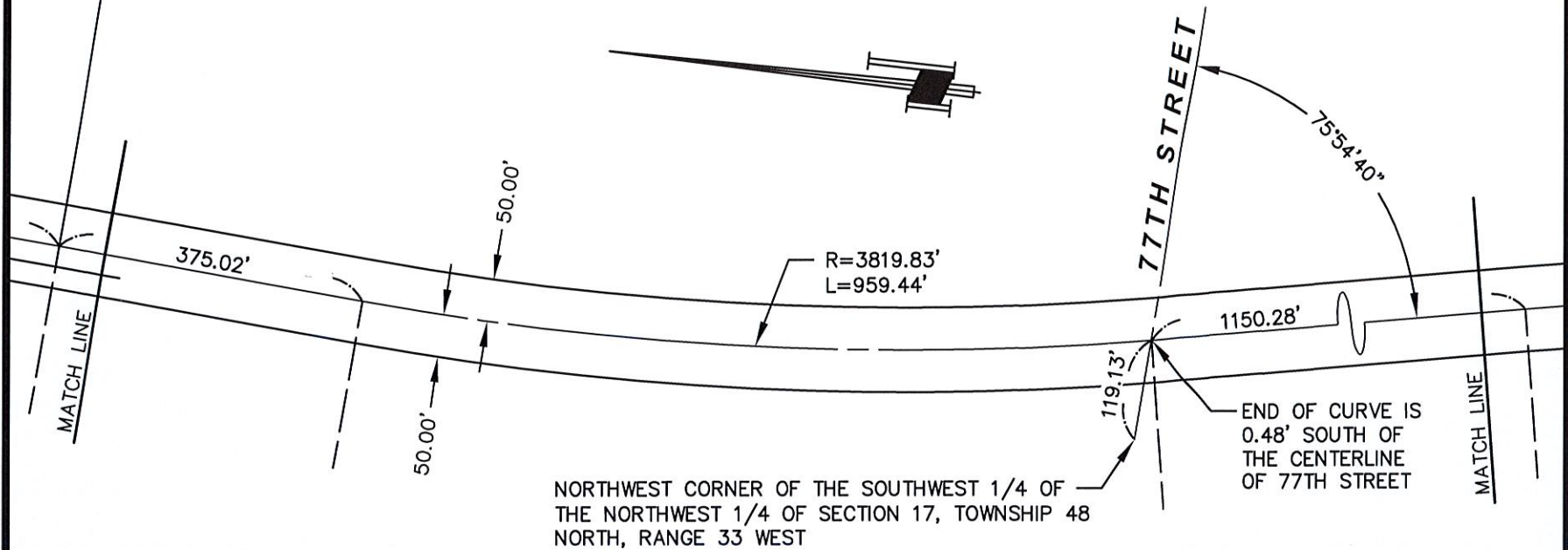
ATTENTION: KEITH SANDERS

LOCATION:
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 MISSOURI



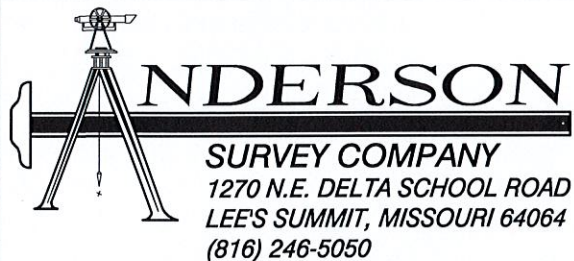
ROBERT J. ANDERSON,
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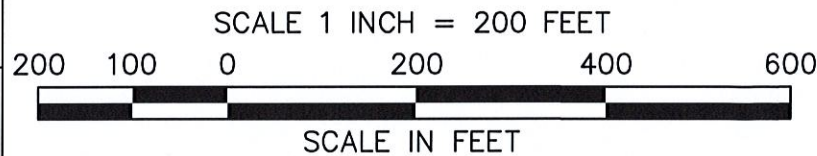


SHEET 9 OF 18

EXHIBIT B



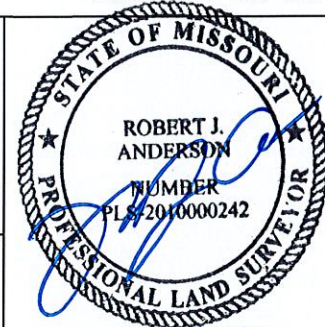
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1200 EAST 18TH STREET
KANSAS CITY, MISSOURI 64108

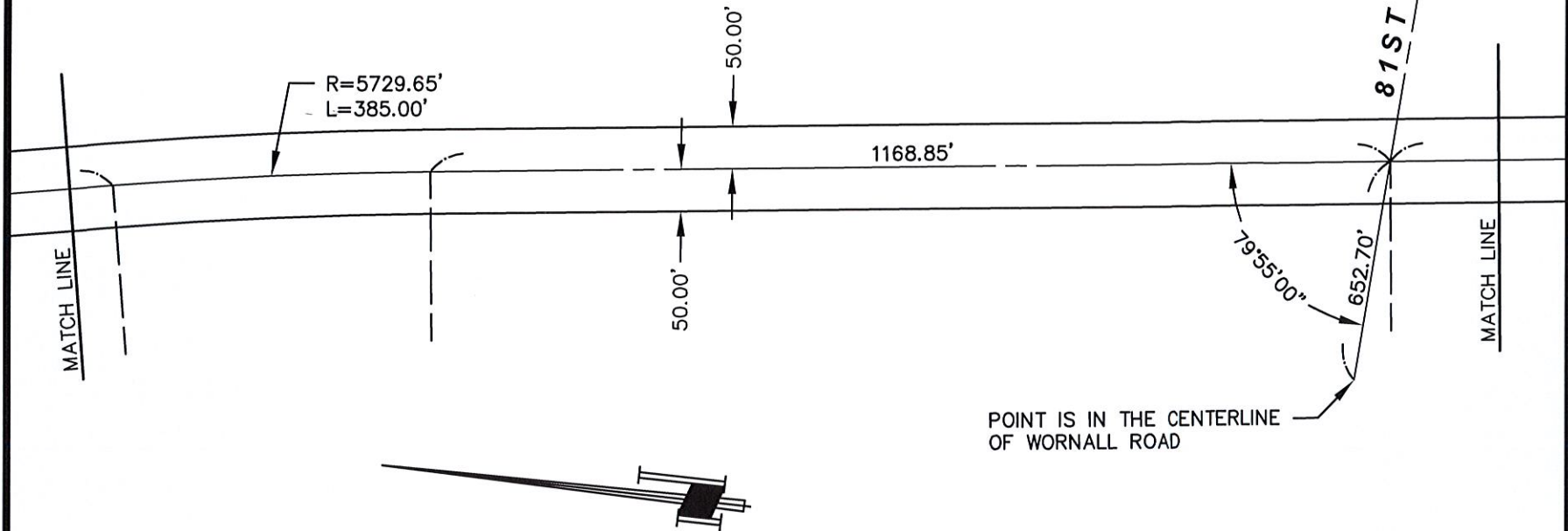
ATTENTION: KEITH SANDERS

LOCATION:
51ST STREET TO 85TH
STREET, KANSAS CITY,
JACKSON COUNTY,
MISSOURI



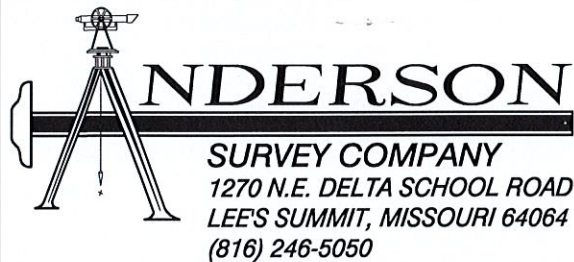
ROBERT J. ANDERSON,
PLS #2010000242

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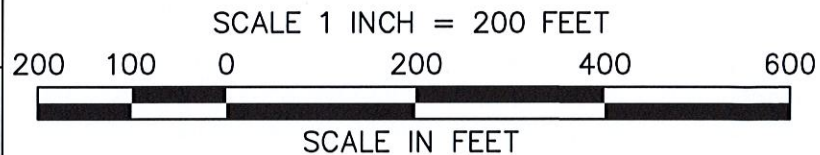


SHEET 10 OF 18

EXHIBIT B



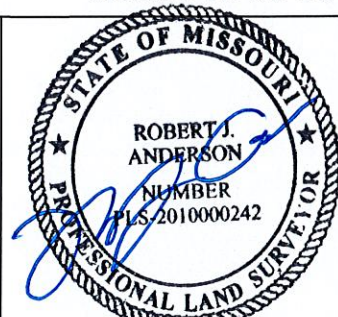
MISSOURI CERTIFICATE OF AUTHORITY, 000076



DATE: JULY 24, 2020
FOR: KANSAS CITY AREA
TRANSPORTATION AUTHORITY
1200 EAST 18TH STREET
KANSAS CITY, MISSOURI 64108

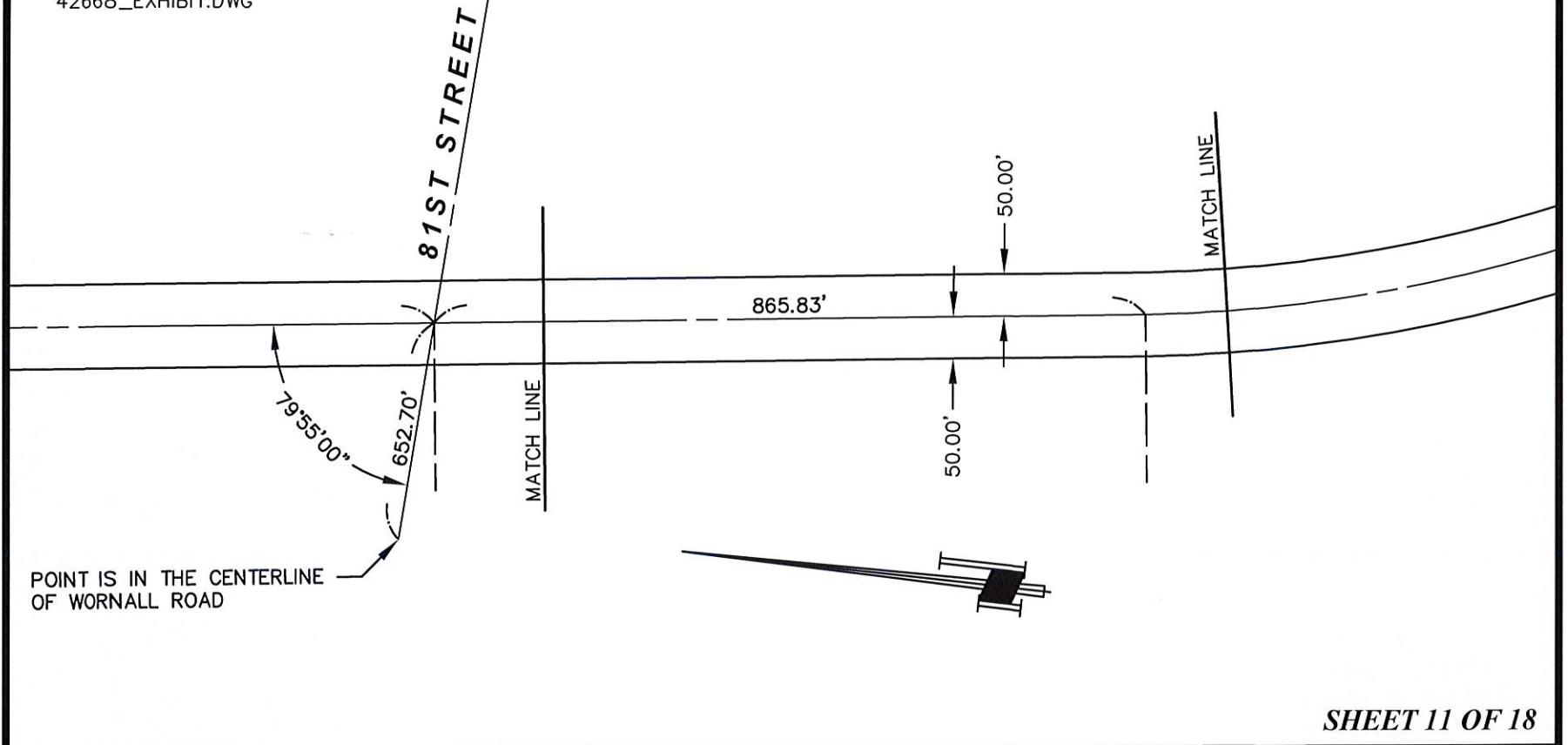
ATTENTION: KEITH SANDERS

LOCATION:
51ST STREET TO 85TH
STREET, KANSAS CITY,
JACKSON COUNTY,
MISSOURI



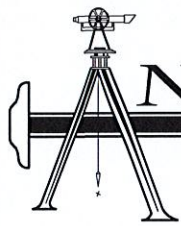
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ROBERT J. ANDERSON,
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 20-07-42668-1
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SHEET 11 OF 18

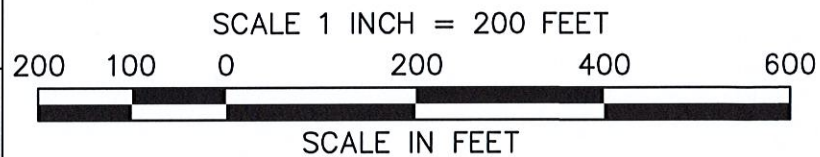
EXHIBIT B



ANDERSON

SURVEY COMPANY
 1270 N.E. DELTA SCHOOL ROAD
 LEE'S SUMMIT, MISSOURI 64064
 (816) 246-5050

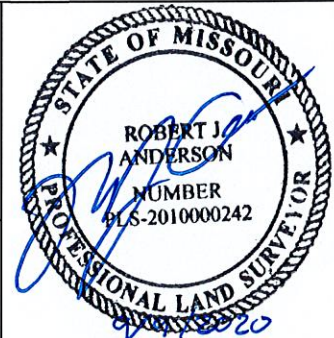
MISSOURI CERTIFICATE OF AUTHORITY, 000076



DATE: JULY 24, 2020
 FOR: KANSAS CITY AREA
 TRANSPORTATION AUTHORITY
 1200 EAST 18TH STREET
 KANSAS CITY, MISSOURI 64108

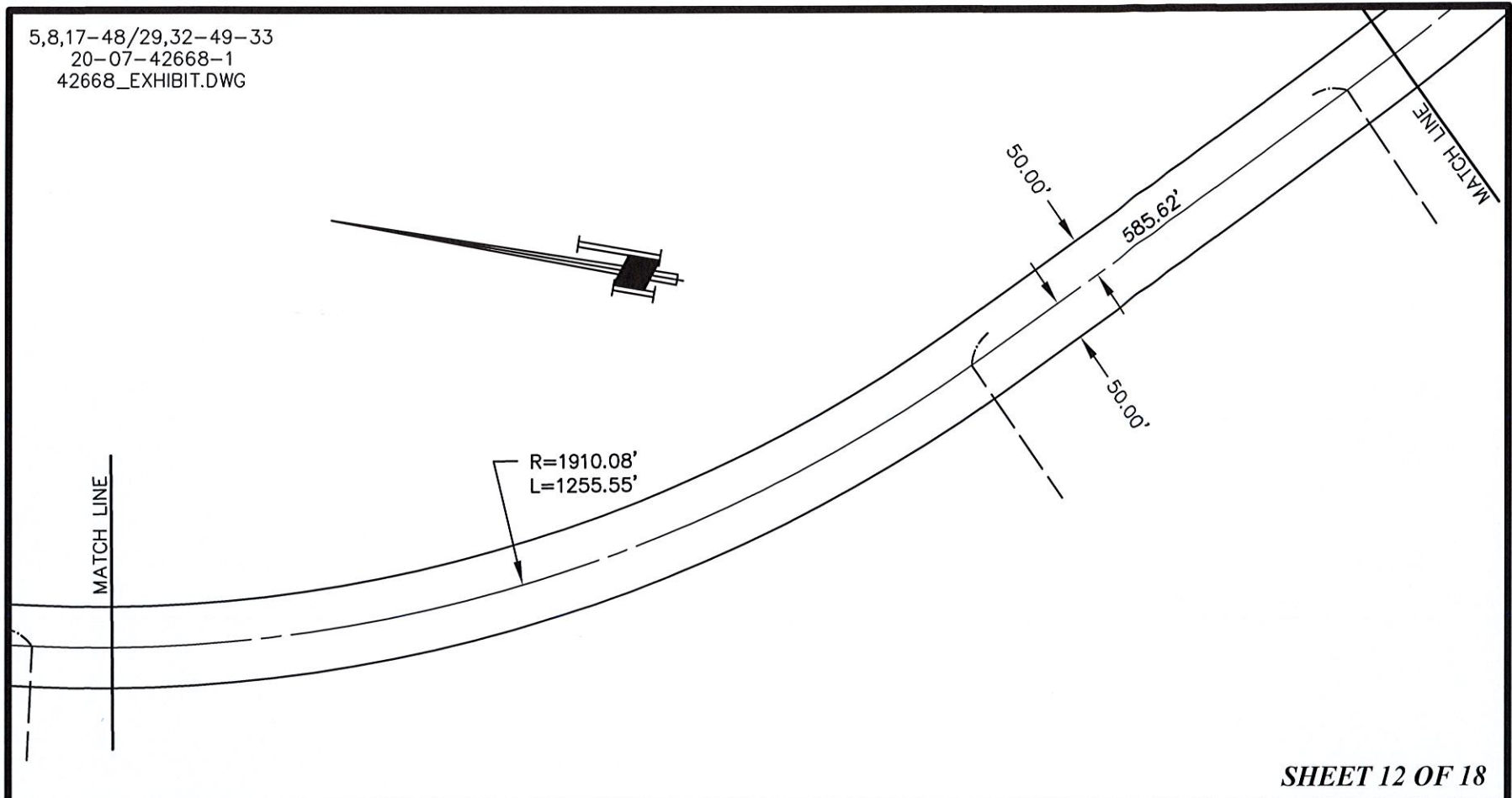
ATTENTION: KEITH SANDERS

LOCATION:
 51ST STREET TO 85TH
 STREET, KANSAS CITY,
 JACKSON COUNTY,
 MISSOURI



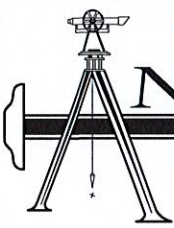
ROBERT J. ANDERSON,
 PLS #2010000242

5,8,17-48/29,32-49-33
20-07-42668-1
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SHEET 12 OF 18

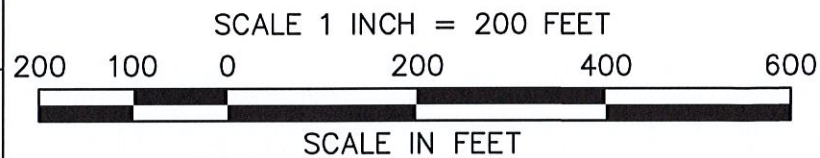
EXHIBIT B



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1270 N.E. DELTA SCHOOL ROAD
LEE'S SUMMIT, MISSOURI 64064
(816) 246-5050

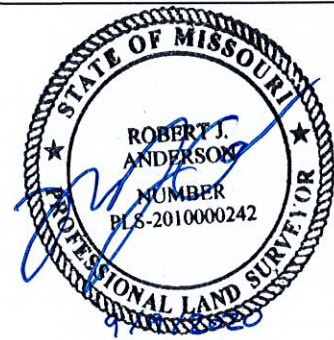
MISSOURI CERTIFICATE OF AUTHORITY, 000076



DATE: JULY 24, 2020
FOR: KANSAS CITY AREA
TRANSPORTATION AUTHORITY
1200 EAST 18TH STREET
KANSAS CITY, MISSOURI 64108

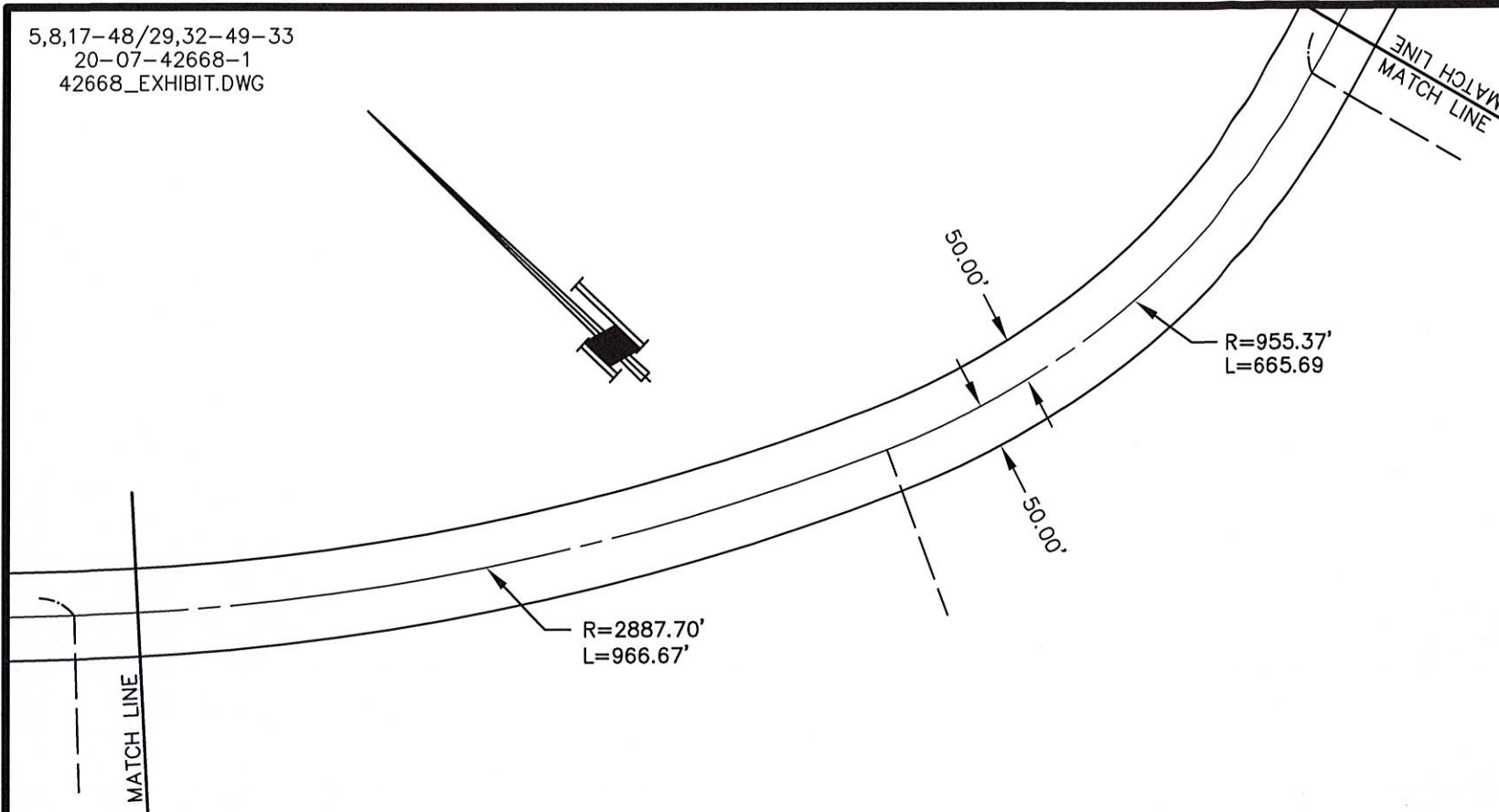
ATTENTION: KEITH SANDERS

LOCATION:
51ST STREET TO 85TH
STREET, KANSAS CITY,
JACKSON COUNTY,
MISSOURI



ROBERT J. ANDERSON,
PLS #2010000242

5,8,17-48/29,32-49-33
20-07-42668-1
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SHEET 13 OF 18

EXHIBIT B



ANDERSON

SURVEY COMPANY
1270 N.E. DELTA SCHOOL ROAD
LEE'S SUMMIT, MISSOURI 64064
(816) 246-5050

MISSOURI CERTIFICATE OF AUTHORITY, 000076

SCALE 1 INCH = 200 FEET

200 100 0 200 400 600



SCALE IN FEET

DATE: JULY 24, 2020
FOR: KANSAS CITY AREA
TRANSPORTATION AUTHORITY
1200 EAST 18TH STREET
KANSAS CITY, MISSOURI 64108

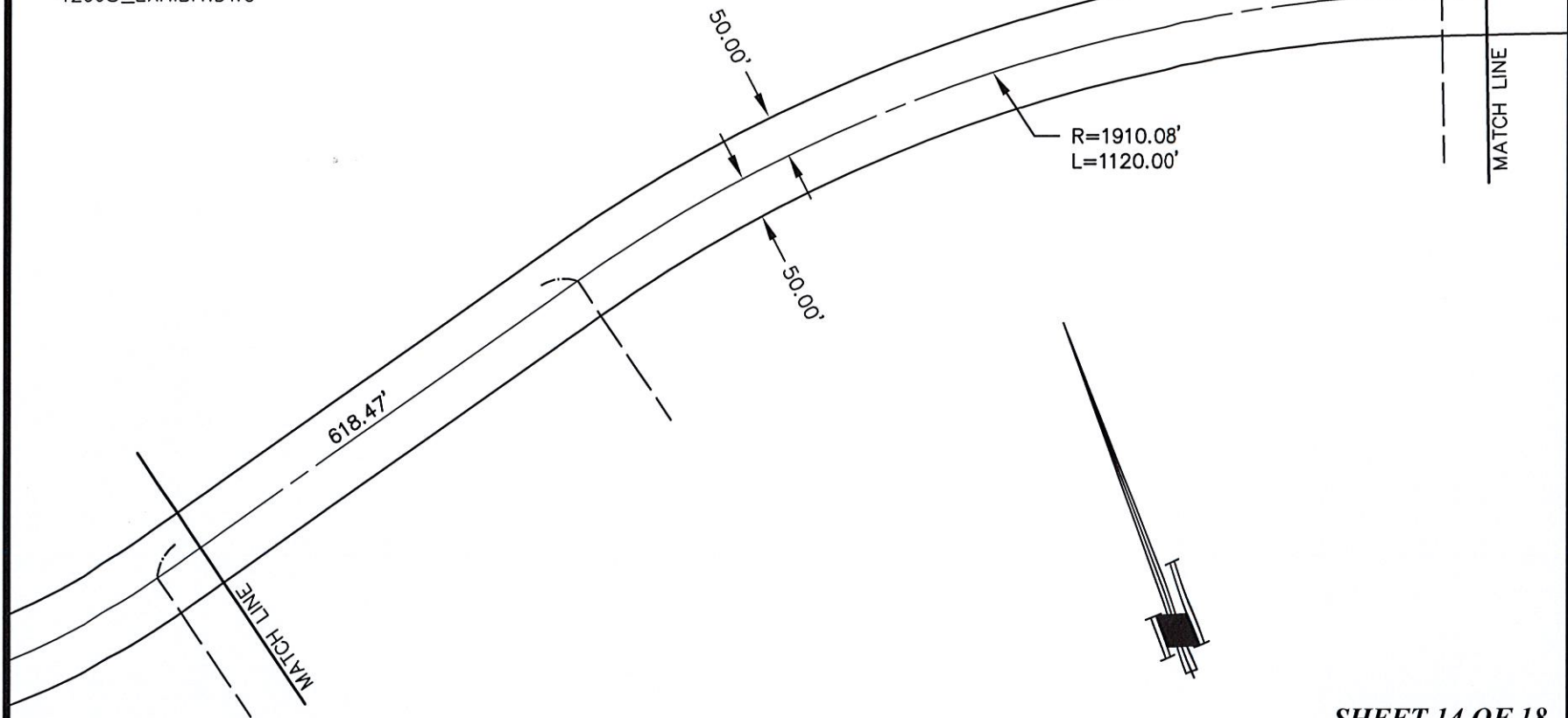
ATTENTION: KEITH SANDERS

LOCATION:
51ST STREET TO 85TH
STREET, KANSAS CITY,
JACKSON COUNTY,
MISSOURI



ROBERT J. ANDERSON,
PLS #2010000242

5,8,17-48/29,32-49-33
20-07-42668-1
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SHEET 14 OF 18

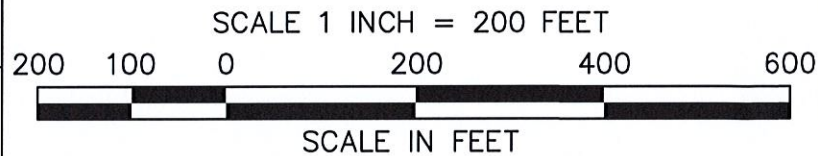
EXHIBIT B



ANDERSON

SURVEY COMPANY
1270 N.E. DELTA SCHOOL ROAD
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(816) 246-5050

MISSOURI CERTIFICATE OF AUTHORITY, 000076



DATE: JULY 24, 2020
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1200 EAST 18TH STREET
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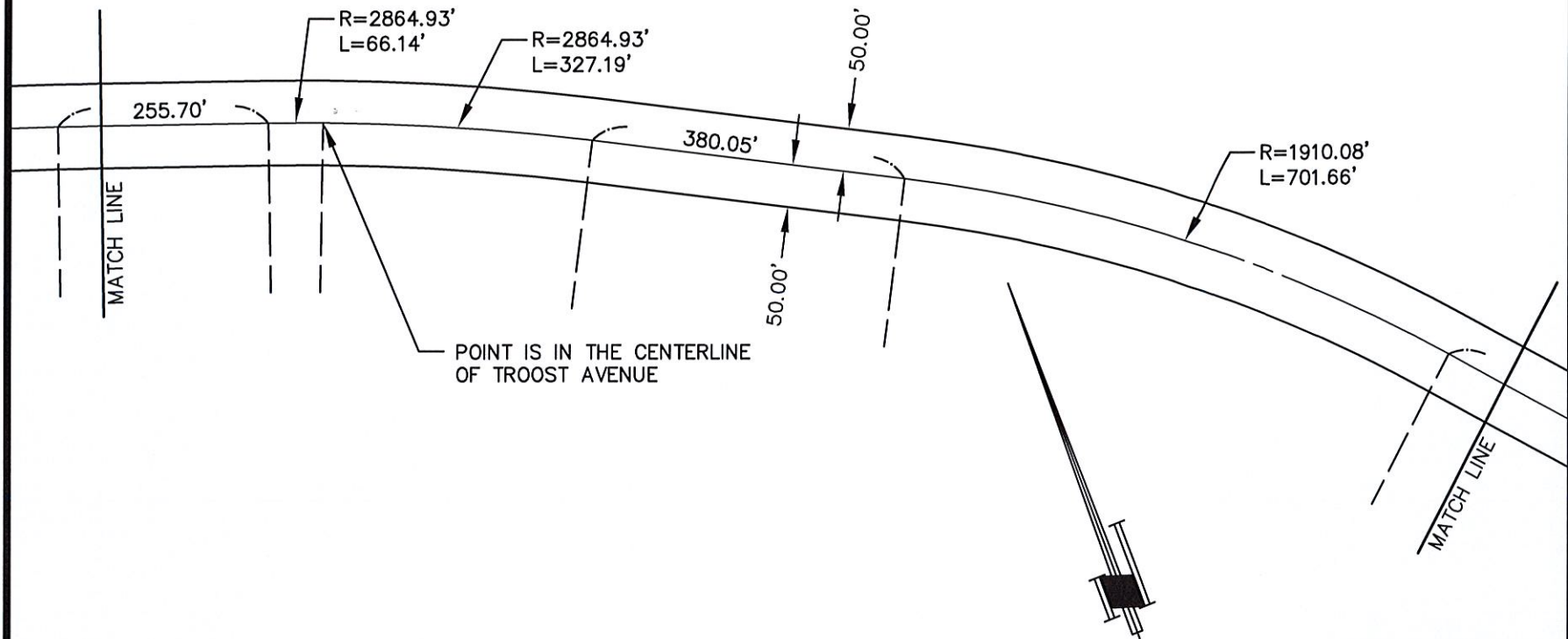
ATTENTION: KEITH SANDERS

LOCATION:
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MISSOURI



ROBERT J. ANDERSON,
PLS #2010000242

5,8,17-48/29,32-49-33
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SHEET 15 OF 18

EXHIBIT B

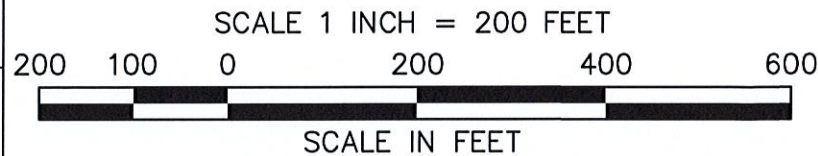


ANDERSON

SURVEY COMPANY

1270 N.E. DELTA SCHOOL ROAD
LEE'S SUMMIT, MISSOURI 64064
(816) 246-5050

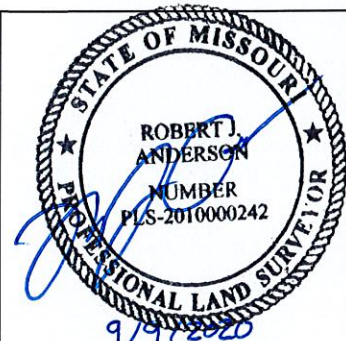
MISSOURI CERTIFICATE OF AUTHORITY, 000076



DATE: JULY 24, 2020
FOR: KANSAS CITY AREA
TRANSPORTATION AUTHORITY
1200 EAST 18TH STREET
KANSAS CITY, MISSOURI 64108

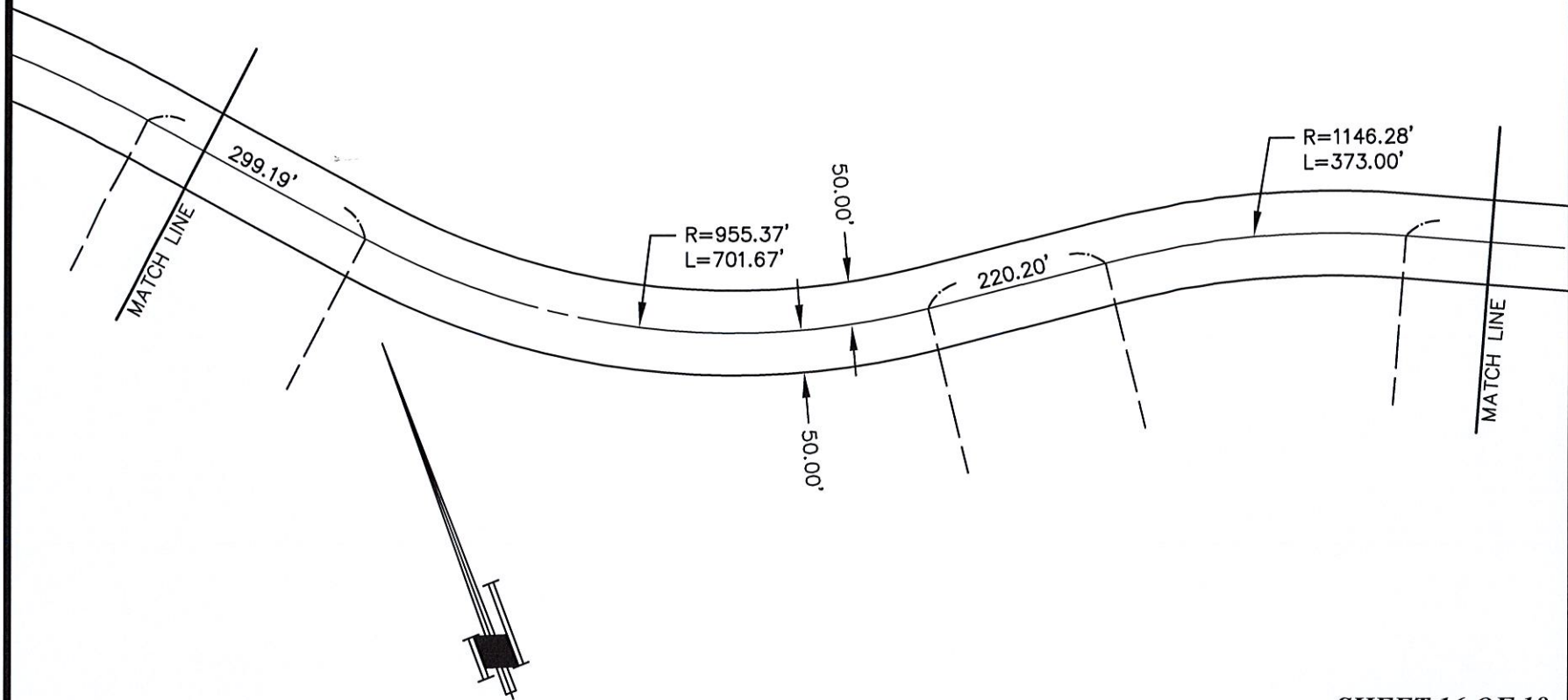
ATTENTION: KEITH SANDERS

LOCATION:
51ST STREET TO 85TH
STREET, KANSAS CITY,
JACKSON COUNTY,
MISSOURI



ROBERT J. ANDERSON,
PLS #2010000242

5,8,17-48/29,32-49-33
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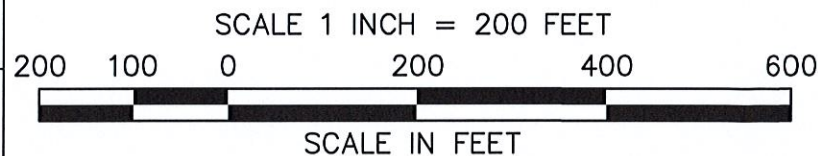


SHEET 16 OF 18

EXHIBIT B



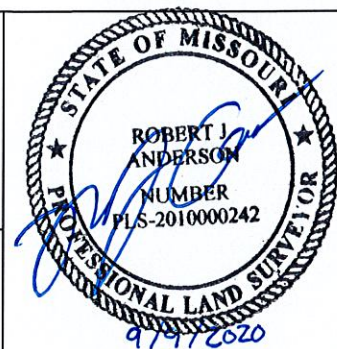
MISSOURI CERTIFICATE OF AUTHORITY, 000076



DATE: JULY 24, 2020
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1200 EAST 18TH STREET
KANSAS CITY, MISSOURI 64108

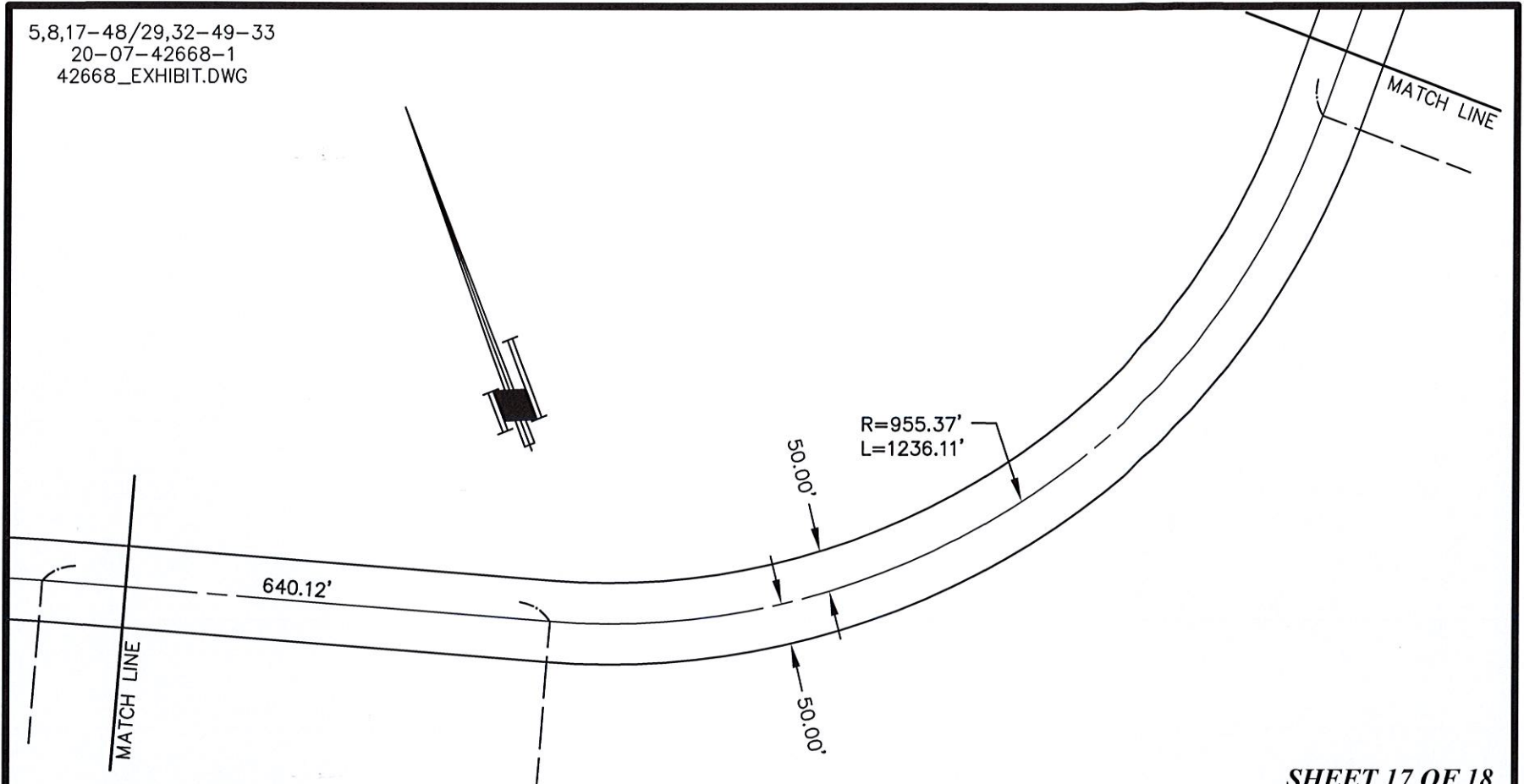
ATTENTION: KEITH SANDERS

LOCATION:
51ST STREET TO 85TH
STREET, KANSAS CITY,
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MISSOURI



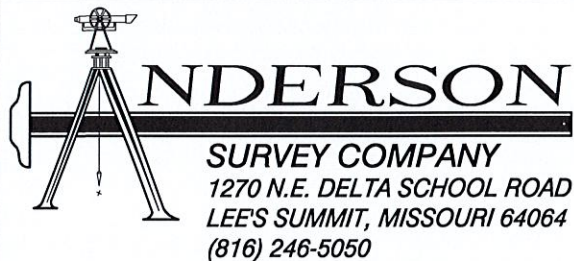
ROBERT J. ANDERSON,
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5,8,17-48/29,32-49-33
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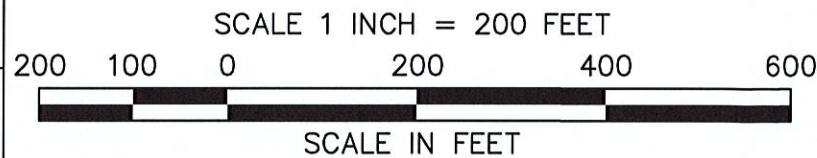


SHEET 17 OF 18

EXHIBIT B



MISSOURI CERTIFICATE OF AUTHORITY, 000076



DATE: JULY 24, 2020
FOR: KANSAS CITY AREA
TRANSPORTATION AUTHORITY
1200 EAST 18TH STREET
KANSAS CITY, MISSOURI 64108

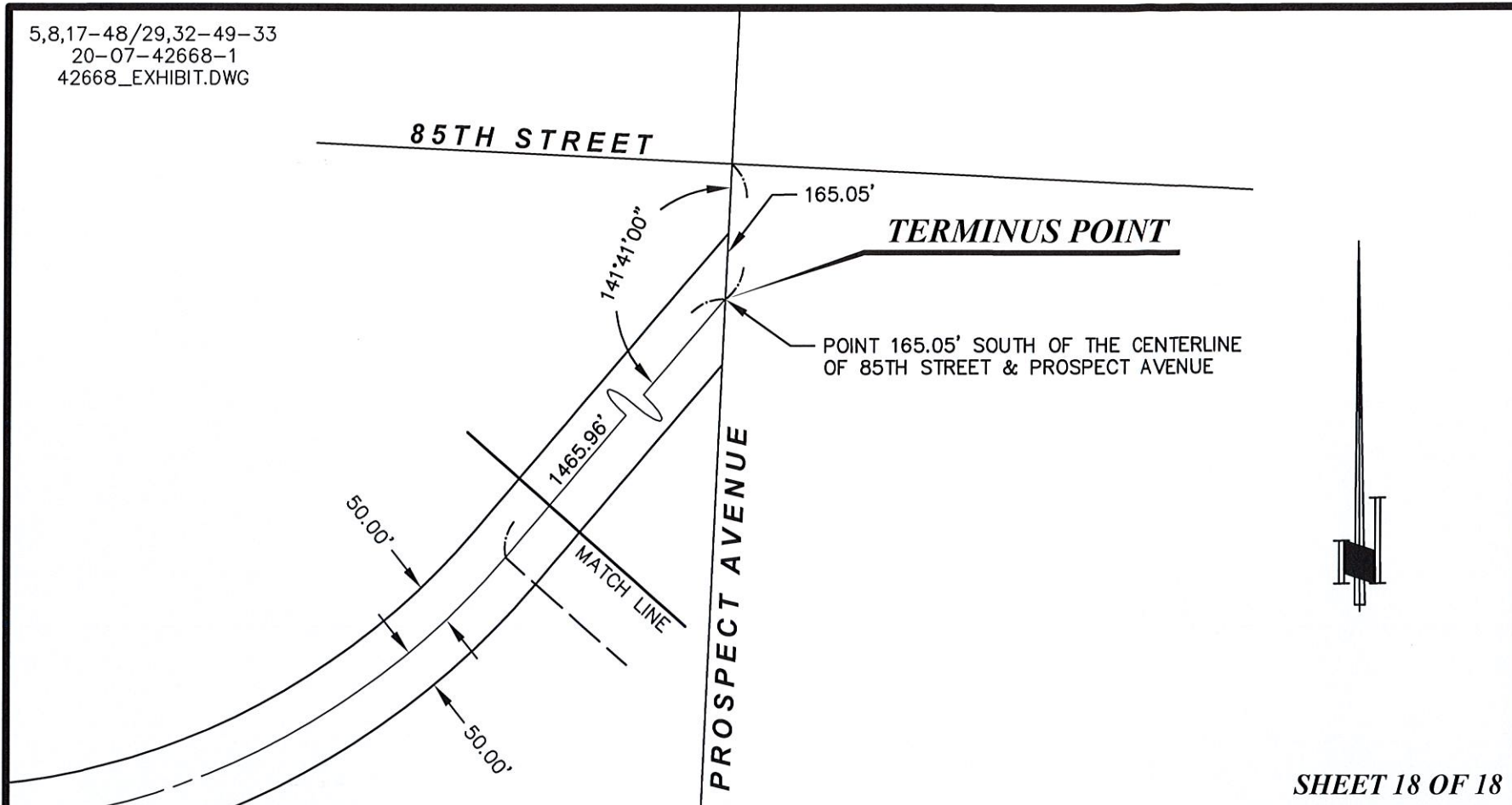
ATTENTION: KEITH SANDERS

LOCATION:
51ST STREET TO 85TH
STREET, KANSAS CITY,
JACKSON COUNTY,
MISSOURI



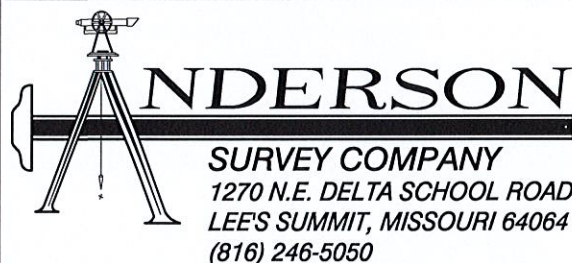
ROBERT J. ANDERSON,
PLS #2010000242

5,8,17-48/29,32-49-33
 20-07-42668-1
 42668_EXHIBIT.DWG



SHEET 18 OF 18

EXHIBIT B



MISSOURI CERTIFICATE OF AUTHORITY, 000076

SCALE 1 INCH = 200 FEET



DATE: JULY 24, 2020
 FOR: KANSAS CITY AREA
 TRANSPORTATION AUTHORITY
 1200 EAST 18TH STREET
 KANSAS CITY, MISSOURI 64108

ATTENTION: KEITH SANDERS

LOCATION:
 51ST STREET TO 85TH
 STREET, KANSAS CITY,
 JACKSON COUNTY,
 MISSOURI



ROBERT J. ANDERSON,
 PLS #2010000242

Exhibit B-1
South Corridor Deed

(Space above this line for Recorder's use only)

Title of Document: Quit-Claim Deed

Date of Document: _____, 2020

Grantor: KANSAS CITY AREA TRANSPORTATION AUTHORITY
a bi-state public agency created by interstate compact
between the States of Missouri and Kansas

Grantor
Mailing Address: 1200 E. 18th St.
Attn: Dick Jarrold, Senior Vice President
Kansas City, Missouri, 64108

Grantee: CITY OF KANSAS CITY, MISSOURI
a Municipal Corporation of the State of Missouri

Grantee
Mailing Address: 414 E. 12th Street, 20th Floor
Attn: Ralph Davis
Acting Director of Public Works Department
Kansas City, MO 64106

Legal Description: See Exhibit A, pages -----

Statutory Recording Reference: Document No. K504120

QUIT-CLAIM DEED

THIS INDENTURE is made effective as of _____, 2020, by the Kansas City Area Transportation Authority, a bi-state public agency created by interstate compact between the States of Missouri and Kansas, a body corporate and politic (alternatively “**Grantor**” or “**KCATA**”)(mailing address of the Grantor is 1200 E. 18th St., Attn: Dick Jarrold, Kansas City, MO 64108), in favor of **CITY OF KANSAS CITY, MISSOURI**, a municipal home rule charter City of the State of Missouri (alternatively “**Grantee**” or “**CITY**”) (mailing address of Grantee is: 414 E. 12th Street, 20th Floor, Attn: Department of Public Works Acting Director Ralph Davis, Kansas City, MO 64106).

RECITALS

WHEREAS, the Country Club Right of Way, consists of property conveyed by James G. Ashley, Jr., and Pamela C. Ashley, to the KCATA pursuant to that certain Quit-Claim Deed, dated October 27, 1981, and recorded on the same date with the Jackson County, Missouri, Recorder of Deeds, as Document No. K504120, in Book K 1108 at Page 1143, hereinafter called the “**Country Club Right of Way.**”

WHEREAS, on November 27, 2019, the City exercised its exclusive option and right of purchase for the Country Club Right of Way from the KCATA.

WHEREAS, the City requested that the KCATA convey the property currently constituting the Country Club Right of Way to the City by executing a Quit Claim Deed naming the City as grantee.

WHEREAS, the City contemporaneously with its acceptance of this Quit-Claim Deed is granting the KCATA easements to allow the KCATA to continue to operate certain transit facilities along the Country Club Right of Way, which easements are to be recorded and limited to the terms and conditions of such recorded easements.

WITNESSETH: THAT GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by Grantee, the receipt of which is hereby acknowledged, does by these presents, REMISE, RELEASE AND FOREVER QUIT CLAIM unto Grantee, its successors and assigns, the following described land (the “Land”) lying, being, and situate in the City of Kansas City, County of Jackson and State of Missouri, to wit:

See **Exhibit A** attached hereto and incorporated herein, being the twenty-one (21) sheets prepared by Anderson Survey Company, certified by Robert J. Anderson, PLS-2010000242, certified on September 9, 2020.

SUBJECT TO covenants, conditions, easements, restrictions and reservations of record, if any.

TO HAVE AND TO HOLD the Land aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto Grantee, and unto its successors and assigns forever so that the Grantor shall not have and will not hereafter claim or demand any right or title to the property described herein or any part thereof, but Grantor shall, by these presents be forever barred from any claim to such property.

Grantor makes no statements, warranties, or representations to Grantee whatsoever regarding the title to the property.

IN WITNESS WHEREOF, Grantor has caused this Indenture to be executed the day and year first above written.

GRANTOR:
KANSAS CITY AREA TRANSPORTATION
AUTHORITY

By: _____
Robbie Makinen, President & CEO

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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 Robbie Makinen, who is personally known to me to be the same person who executed, as the President & CEO of the Kansas City Area Transportation Authority, the within instrument on behalf of such Authority, and such person duly acknowledged the execution of the same to be the act and deed of the Kansas City Area Transportation Authority.

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:

Acceptance of Property

The City of Kansas City, Missouri, as Grantee, hereby accepts the Land and, in accordance with Municipal Code Section 64-2, and acknowledges the acceptance of this property for public purposes, including transportation and other municipal purposes, through me, Ralph Davis, as the Acting Director of Public Works, as the designee of Interim City Manager Earnest Rouse, consistent with the duties and obtain the rights of the City under the Cooperative Agreement for Country Club Right of Way, with an effective date of _____, 2020.

**CITY OF KANSAS CITY, MISSOURI,
By and Through its Public Works Department**

**By: _____
Ralph Davis, Acting Director**

Approved as to form and legality:

Amelia McIntyre, Associate City Attorney

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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 Ralph Davis, Acting Director of the Department of Public Works of the City of Kansas City, Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of the City of Kansas City, Missouri, and such person duly acknowledged the execution of the same to be the act and deed of the City of Kansas City, Missouri.

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

NOTARY PUBLIC

My Commission Expires:

Exhibit A

Legal Description Prepared by Anderson Survey Company
Certified by Robert J. Anderson, PLS # 2010000242

Less these parcels previously conveyed by the Grantor as follows:

Due Diligence by KCATA will result in a list of parcels

Exhibit B-2

Portions of South Corridor Conveyed by KCATA to Third Parties

Seven additional conveyances are summarily listed also under KCATA Memorandum dated May 11, 2020, Part V, Items d through j, copies of which need to be provided by the KCATA to the City, and listed with specificity here. Further due diligence is contemplated.

Exhibit B-3

Active South Corridor Leases

<u>Lease Name/Date</u>	<u>Original Tenant</u>	<u>2020 Rental Amount</u>	<u>Assigned Tenant</u>	<u>Location</u>
51 st & Oak LLC February 20, 2015	51st & Oak LLC	\$308,195.00 prepaid	Not applicable	Public Parking located adjacent to Whole Foods South of 51 st Street
The Crestwood Group LLC September 4, 2003	The Crestwood Group LLC	\$8,812.00	Not applicable	South of 54 th Street. Adjacent Crestwood Condominium (5400 Brookside Blvd) parking lot to include back part of parking garage.
Second Presbyterian Church January 1, 2007	Second Presbyterian Church	\$1,783.00	Not applicable	North of 55 th Street. Part of 2 nd Presbyterian Church parking lot. East of trail.
The Children's Place (License Agreement) November 16, 1988	The Children's Place	\$2,721.00	Van Trust Real Estate II LLC February 4, 2019	Part of parking lot and driveway entrance North of 59 Street.
Brookside Community Improvement District December 31, 2005	Brookside Business Association	\$36,285.00	Brookside Community Improvement District	Parking lots between 62 nd Terrace and Meyer Blvd.
Saint Andrews Church November 1, 2016	Saint Andrews Church	\$1,000.00	Not applicable	North of 66 th Street / Community Center Parking
QuikTrip Corporation	QuikTrip Corporation	\$5,808.00	Not applicable	Parking & landscaping north

<u>Lease Name/Date</u>	<u>Original Tenant</u>	<u>2020 Rental Amount</u>	<u>Assigned Tenant</u>	<u>Location</u>
January 1, 2007				of 72 nd Street
Sutherland Lumber of Kansas City May 1, 1994	Same as lease name	\$19,342.00	Not applicable	Parking area south 72 nd Street
Diane Botwin, Chris Lewellen et. al. January 1, 2016	Waldo Area Business Association	\$15,000.00	Not applicable	Between Broadway and Wornall two square blocks 74 th to 75 th .
M&G 7719, LLC October 1, 2014	Pampered Paws/ Conrad	\$500.00	Not Applicable	Extended parking and fenced area north of 77 th Terrace
Bledsoe's Rentals, Inc. September 30, 2004	Same as lease name	\$2,940.00	Not applicable	Storage area on the ROW that intersects with 78 th Street
Hendrickson Tree Care, Inc April 7, 2000	Hendrickson Tree Care, Inc.	\$2436.00	Not applicable	Storage area on ROW, north of 80 th Street
RPC LLC January 14, 2011	Devinki Developers	\$1,000.00	Not applicable	Adjacent to 300 W 80 th Street parking, lease includes fence line.
Robert J. Plisky November 1, 1990	Robert J. Plisky	\$1,926.04	Not applicable	Adjacent to Fahey's property at 8600 Tracy Ave., on 85 th and east of Troost

Exhibit B-4

KCATA South Corridor Easement Areas

- Brookside - South east 51st St. – Connection from the existing MAX Station to provide an ADA/sidewalk connection from the station to the intersection.
- Brookside - South east corner at 52nd St. – Existing shelter and shelter pad.
- Wornall - South east corner at Gregory – Existing park and ride lot, stop and all related transit infrastructure.
- Wornall at about 73rd. Stop and bench in hillside south of Sutherlands on east side of Wornall.
- Waldo Park Ride – North Lot only. Keep all existing transit platforms and shelter infrastructure and retain rights to park and ride.

The specific metes and bounds descriptions for each of the foregoing easement areas will be provided by the KCATA during the South Corridor Due Diligence Period. Those more specific legal descriptions will be incorporated into an updated Exhibit B-4.

The following are adjacent to CCROW but appear to be within the existing street ROW and not needing action or easements. This will be confirmed during the South Corridor Due Diligence Period.

- Stops along 85th St – at the CCROW trail crossing, at Holmes and at Troost.
- Brookside and 55th St – No amenities just a stop.
- Brookside South east 56th St - No amenities just a stop.
- Wornall - 66th to 68th along east side of Wornall. Stops with benches and landscaping at several cross streets.

Exhibit C

ESTOPPEL CERTIFICATE

To: **THE CITY OF KANSAS CITY, MISSOURI**, a municipal corporation of the State of Missouri ("City"), with an address of 414 E. 12th Street, _____th Floor, Attn: _____, Kansas City, Missouri 64106

KANSAS CITY AREA TRANSPORTATION AUTHORITY), a bi-state public agency created by interstate compact between the states of Missouri and Kansas, a body corporate and politic ("KCATA") with an address of 1200 E. 18th St., Kansas City, MO 64108

Re: _____ [Address], KANSAS CITY, MO, Portion of Country Club Right of Way consisting of approximately _____ square feet, used primarily for parking ("PREMISES")

_____ ("Tenant"), a Missouri _____ with an address of _____, being the tenant under that certain Lease dated _____, as amended on _____.

All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Lease. As of the date set out below, Tenant represents and certifies to City and KCATA, as follows:

1. Tenant is the current Tenant under the Lease with the KCATA. A true and complete copy of the Lease, and all amendments thereto, if any, is/are attached hereto as Exhibit "A".
2. The Lease is in full force and effect and has not been amended, modified, supplemented, or superseded except as otherwise described above or on Exhibit "A." The Lease constitutes the entire agreement between Tenant and KCATA with respect to the Premises, and except to the extent set forth in the Lease, Tenant has made no agreements with the City concerning free rent, partial rent, rental abatements, rebates or any other type of rental concessions.
3. Neither Tenant nor KCATA is in default under the Lease beyond any applicable notice and cure period, and no event has occurred, which with the giving of notice or the passage of time, or both, would constitute a default under the Lease, except as follows: _____.
4. The initial term of the Lease commenced on _____, and the expiration date of the initial term of the Lease is _____.
5. Tenant is currently paying rent under the Lease in the amount of _____ per annum. As of the date of this Certificate, Tenant has paid rent through

- _____.
6. A security deposit in the amount of _____ has been paid to KCATA under the Lease, and Tenant has not paid KCATA any other security or similar deposit.
 7. Tenant has (1) _____ (____) month option to renew the term of the Lease as set forth in the Lease, and such option has not yet been exercised, but acknowledges that either the City, as the future landlord, or Tenant may elect not to renew the Lease for such renewal term.
 8. The address for notices to be sent to Tenant is as set forth in the Lease.
 9. Tenant has not sublet the Premises to any sublessee and has not assigned any of its rights under the Lease. No one except Tenant and its employees or customers occupy the Premises.
 10. To the best of Tenant's knowledge, as of the date of this Certificate there exist no offsets, counterclaims, or defenses of Tenant under the Lease against KCATA, and there exist no events that would constitute a basis for any such offset, counterclaim, deduction, or defense against KCATA upon the lapse of time or the giving of notice or both, except the following: _____.
 11. To the best of Tenant's knowledge, the use, maintenance and operation of the Premises complies with, and will at all times comply with, all applicable federal, state, county or local statutes, laws, rules and regulations of any governmental authorities, including those relating to environmental, health or safety matters.
 12. Tenant's organizational documents are in full force and effect, and Tenant has not received any notice of revocation or probation with respect to same.
 13. To the best of Tenant's knowledge, there has not been filed by or against nor threatened against or contemplated by Tenant, a petition in bankruptcy voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or of any state thereof, or any or action brought under said bankruptcy laws.
 14. To the best of Tenant's knowledge, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever, if any, which are known to Tenant and related to the Lease, the Premises, or KCATA's or Tenant's respective rights and interests in the Lease, and/or the Premises.
 15. This Estoppel Certificate shall be binding upon Tenant and its successors and assigns and shall inure to the benefit of and be enforceable by the City and the KCATA, and their respective title insurers, successors, assigns and affiliates.

16. Tenant has been advised that the KCATA's right, title, and interest in and to the Lease is being assigned to the City, as the future owner of the Premises, the latter of which will continue to have full responsibility for all actions and obligations as the Landlord under the Lease on and after the KCATA's transfer of the Premises to the City; provided, however through the end of calendar year 2020, the KCATA will continue to provide maintenance and operation of the Premises.

This Estoppel Certificate was executed this ____ day of _____, 2020.

TYPED TENANT CORPORATE NAME

A Missouri _____

By: _____

Name: _____

Title: _____

(SEAL)

ATTEST: _____

Assistant Secretary

Exhibit D

ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

This Assignment, Assumption and Release Agreement (“**Agreement**”) is made and entered into this ____ day of _____, 2020 (“**Effective Date**”), by and among the City of Kansas City, Missouri, a constitutionally chartered municipal corporation of the State of Missouri (the “**City**”), and the Kansas City Area Transportation Authority, a bi-state public agency created by interstate compact between the States of Missouri and Kansas (“**KCATA**”).

WHEREAS, the KCATA owns rights in certain real property generally described on **Exhibit A**, Kansas City, Missouri (“**Property**”);

WHEREAS, the City and KCATA have entered into a Cooperative Agreement for Country Club Right of Way (the “**Agreement**”) dated _____, 2020, for the transfer of the Property to the City by Quit Claim Deed, subject to existing leases set forth as **Exhibit B** (the “**Leases**”), copies of which are attached hereto and made a part hereof, including any amendments; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the adequacy and sufficiency of which is irrevocably and conclusively acknowledged, the parties do hereby agree as follows:

1. **Assignment.** As of the Effective Date, KCATA assigns to City all of its right, title and interest in the Leases and delegates to City all of its responsibilities, duties and obligations under the Leases; provided, however, as set forth in Sections 6(C)(iv) and 7(C)(iii), KCATA shall continue to provide maintenance and operation of the Property through the end of calendar year 2020. City hereby accepts this assignment and releases and discharges the KCATA from any obligations and liability under the Leases occurring on or after the Effective Date.
2. **Assumption.** City hereby assumes the Leases and subject to appropriation of funds agrees to perform under said Leases and to be bound to the respective tenants under all of the terms, covenants and conditions of the Leases accruing from and after the Effective Date and for the balance of the term of each Lease (provided, however, such leases that have renewal terms only exercisable with mutual agreement, City is not obligated to renew such Leases).
3. **Estoppel Certificates.** In accordance with the Agreement, the City in collaboration with the KCATA has delivered estoppel certificates to the tenants named on **Exhibit B**, to be directed back to the City, and KCATA, as a part of the closing of the transfer of the Property.

IN WITNESS WHEREOF, City and KCATA execute this Assignment on the date(s) indicated below their respective signatures.

(KCATA)

(CITY)

KANSAS CITY AREA TRANSPORTATION AUTHORITY THE CITY OF KANSAS CITY, MISSOURI

By: _____

Printed Name: Robbie Makinen

Title: President & CEO

By: _____

Printed Name: Ralph Davis

Title: Acting Director, Public Works

Department

Date: _____, 2020

Address: 1200 E. 18th St.

Kansas City, MO 64108

Date: _____, 2020

Address: 414 E. 12th Street 20th Floor

Kansas City, MO 64106

Approved as to form:

Amelia McIntyre, Associate City

Attorney

Exhibit A

Legal Description (North or South Corridor as Appropriate)

Exhibit B
Leases that Survive Closing
Table will Conform to A-3 or B-3

TENANT	LEASE TERM END	OPTION	RENT (Annual)
		-	
		-	
		-	
		-	
		-	

Exhibit E

Budget

Country Club Right of Way Conveyance Budget EXHIBIT E Page 1 of 2

	North Corridor	KCATA Staff	LGPM Legal	Consultants	Total
a.	N Corridor Deed		\$200	\$2,500 based upon invoice from Anderson Survey	\$2,700.00
b.	Estoppel Administration (Exh C)	N/A to be done by City	\$0		\$0
c.	Form of Lease Assignment (Exh D)	\$0	\$2,500		\$2,500.00
d.	3rd Party Conveyances.	\$0	\$5,000 includes legal exceptions on conveyances		\$5,000.00
e.	N. Corridor Leases	\$4,000	\$3,000		\$7,000.00
f.	N Corridor Assignment of Leases.	\$0	\$1,000		\$1,000.00
g.	Transit Easements.	\$3,000	\$0	\$5,000	\$8,000.00
h.	Form of Transit Easements.	\$0	\$1,500		\$1,500.00
i	File Due Diligence	\$10,000	\$10,000		\$20,000.00
	Closing Requirements	\$5,000	\$5,000		\$10,000.00
		\$22,000.00	\$28,200.00	\$7,500	\$57,700.00
.					

Country Club Right of Way Conveyance Budget EXHIBIT E Page 2 of 2

	South Corridor	KCATA Staff	LGPM Legal	Consultants	Total
a.	S. Corridor Deed		\$200	\$2,500 based on invoice from Anderson Survey	\$2,700.00
b.	Estoppel Administration	\$0			\$0.00
c.	Form of Lease Assignment (Exh D)	\$0	\$1,500 form prepared by City		\$1,500.00
d.	3rd Party Conveyances	\$0	\$18,000		\$18,000.00
e.	S. Corridor Leases	\$4,000	\$8,000		\$12,000.00
f.	S Corridor Assignment of Leases.	\$0	\$2,500		\$2,500.00
g.	Transit Easements.	\$2,500	\$4,000	\$8,000 Based on invoice from Anderson Survey	\$14,500.00
h.	Form of Transit Easements	\$0	\$2,000		\$2,000.00
i.	File Due Diligence	\$15,000	\$15,000		\$30,000.00
j.	Closing Requirements	\$2,500	\$5,000		\$7,500.00
		\$24,000.00	\$56,200	\$10,500	\$90,700.00

Exhibit F

Streetcar Property-Areas to be included in Declaration

44th St. Substation

A strip of land over a part of the Northwest Quarter of Section 29, Township 49 North, Range 33 West, located in the City of Kansas City, Jackson County, Missouri, said strip being more particularly described as follows:

COMMENCING at the Northwest corner of LOT 12, WEST ESTATES, a subdivision of land in the City of Kansas City, Jackson County, Missouri according to the recorded plat thereof, said corner being on the East right of way line of an existing alley, as shown on the plat of said WEST ESTATES; thence South 85°44'06" West, departing said alley's East right of way line, a distance of 16.00, to a point on the West right of way line of said alley and to a point on the East right of way line of the KANSAS CITY AREA TRANSIT AUTHORITY (KCATA) as described in Book 1108, Page 1134, said point also being the POINT OF BEGINNING; thence Southerly along said East & West right of way lines, along a curve to the right having an initial tangent bearing of South 04°15'54" East, a radius of 1005.37 feet, a central angle of 02°45'17" and an arc length of 48.34 feet; thence North 87°30'59" West, departing said right of way lines, a distance of 42.00 feet; thence North 03°09'13" West, a distance of 90.00 feet; thence North 83°09'05" East, a distance of 40.00 feet, to a point on said KCATA East right of way line and on said alley's West right of way line; thence Southerly along said East & West right of way lines, along a curve to the right having an initial tangent bearing of South 07°01'28" East, a radius of 1005.37 feet, a central angle of 02°45'34" and an arc length of 48.42 feet, to the POINT OF BEGINNING, containing 3,888.4 square feet, more or less.

Emanuel Cleaver II and Brookside Boulevards

A strip of land over a part of the East half of the Southwest Quarter of Section 29, Township 49 North, Range 33 West, located in the City of Kansas City, Jackson County, Missouri, said strip being more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of Section 29, Township 49 North, Range 33 West; thence North 87°23'29" West along the North line of said Southwest Quarter, a distance of 1126.18 feet, to a point on the East right of way line of KANSAS CITY AREA TRANSIT AUTHORITY (KCATA), as described in Book 1108, Page 1134; thence North 87°23'29" West, departing said East right of way line and continuing along the North line of said section, a distance of 56.44 feet; thence South 02°36'31" West departing said Section line, a distance of 40.00 feet, to the POINT OF BEGINNING; thence South 18°33'09" East, a distance of 99.96 feet; thence North 71°26'51" East, a distance of 31.48 feet; thence South 04°31'35" East, a distance of 30.93 feet; thence South 22°12'46" East, a distance of 503.08 feet; thence South 67°52'38" West, a distance of 48.63 feet, to a point on the West right of way line of said KCATA; thence North 22°07'22" West, along said West right of way line, a distance of 649.03 feet, to a point on the South right of way line of Emanuel Cleaver II Boulevard, as now established; thence

South 87°23'29" East, departing the intersection of said right of way lines, a distance of 35.24 feet, to the POINT OF BEGINNING, containing 29,013.1 square feet, more or less.

51st and Brookside/Volker

A strip of land over a part of the East half of the Southwest Quarter of Section 29, Township 49 North, Range 33 West, located in the City of Kansas City, Jackson County, Missouri, said strip being more particularly described as follows:

COMMENCING at the Southeast corner of the Southwest Quarter of said Section 29; thence North 87°04'50" West, along the South line of said Section 29, a distance of 394.50 feet; thence North 02°55'10" East, departing said South line, a distance of 170.54 feet, to the POINT OF BEGINNING; thence North 89°31'26" West, a distance of 48.15 feet, to a point on the West right of way line of the KANSAS CITY AREA TRANSIT AUTHORITY, as described in Book 1108, Page 1134; thence North 00°20'21" East, departing said West right of way line, a distance of 384.63 feet, to a point of curvature; thence Northerly along a curve to the left having an initial tangent bearing of North 00°09'28" East, a radius of 2240.00 feet, a central angle of 21°02'04" and an arc length of 822.34 feet; thence North 21°10'20" West, a distance of 116.84 feet; thence North 22°05'20" West, a distance of 42.93 feet; thence North 67°52'38" East, a distance of 27.78 feet; thence South 70°55'36" East, a distance of 13.63 feet; thence South 21°53'30" East, a distance of 40.44 feet; thence South 21°11'41" East, a distance of 143.42 feet, to a point of curvature; thence Southerly along a curve to the right having an initial tangent bearing of South 21°31'38" East, a radius of 2134.00 feet, a central angle of 21°40'08" and an arc length of 807.07 feet; thence South 00°28'08" West, a distance of 384.60 feet, to the POINT OF BEGINNING, containing 62,231.9 square feet or 1.4 acres, more or less.

Exhibit G
Form of Declaration

THIS SPACE FOR RECORDER'S USE ONLY

RECORDING REQUESTED BY:

Name of Document: **DECLARATION OF RESTRICTIVE COVENANTS**

Grantor: **THE CITY OF KANSAS CITY, MISSOURI, a
constitutionally chartered municipal corporation of the
State of Missouri**

Grantee(s): **N/A**

Date of Document: _____, 2020

Grantor's Mailing Address: **414 E. 12th Street, Kansas City, Missouri 64106
Attention: Director of Public Works, 20th Floor**

Grantee's Mailing Address: **N/A**

Statutory Recording Reference: **Instrument No. 2020E00XXXX**

Legal Description: **See Exhibit A, Page _____**

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made effective as of _____, 2020, by **THE CITY OF KANSAS CITY, MISSOURI**, a constitutionally chartered municipal corporation of the State of Missouri (“**Declarant**”), having an address at 414 E. 12th Street, Kansas City, Missouri, 64106, directed to the Attention of the Director of Public Works.

RECITALS:

A. Declarant acquired its interest in the real property in the City of Kansas City, Jackson County, State of Missouri, described in **Exhibit A** attached hereto (the “**Property**”) from the Kansas City Area Transportation Authority, a bi-state public agency created by interstate compact between the States of Missouri and Kansas, a body corporate and politic (“**KCATA**”).

B. Declarant interests were acquired pursuant to that certain Cooperative Agreement for Country Club Right of Way with the KCATA dated _____, 2020, authorized pursuant to Ordinance No. _____ passed by the City Council of the Declarant (“**Cooperative Agreement**”). Section 6D of such Cooperative Agreement provided that the City would execute and record a declaration on certain portions of property intended to be submitted as an in-kind contribution for streetcar improvements and track alignment of the Kansas City Streetcar Main Street Extension (“**Extension**”) project as a part of the submission for federal funds for that purpose, but terminable if the City does not receive such federal funds or the Extension ceases operations as set forth in Section 2 below.

C. Declarant desires to impose certain restrictions and covenants upon the Property subsequent to the above-described conveyance from the KCATA and Declarant desires to execute and record this Declaration to satisfy Section 6D of the Cooperative Agreement.

NOW, THEREFORE, Declarant declares that, to the extent described below, the Property shall be subject to the following agreements, covenants, conditions, benefits and restrictions:

1. **Use Restriction Affecting the Property.** Declarant, for itself and any successors in interest, covenants and agrees that the Property, or any portion of it, shall be used for improvements and track alignment for the Kansas City Streetcar Main Street Extension project.

2. **Termination.** The Use Restriction granted hereby may terminate, at the Declarant’s election, on the earlier of: (a) the City does not receive sufficient federal funds to commence the Kansas City Streetcar Main Street Extension project or (b) the Extension permanently ceases operations. Only the Declarant may determine when operations have permanently ceased and that determinations shall be only when the Declarant by ordinance affirms that operations have permanently ceased. Declarant may record reasonable evidence of the basis for such termination in order to give notice of the termination of this Use Restriction and the Declaration of which it is a part.

3. **Remedies.** As the sole remedy for a default under this Declaration, the City may prosecute any action in equity against any owner or occupant of the Property who or which is violating or defaulting upon any of the provisions contained in this Declaration. Such action or

proceeding shall include the right to restrain by injunction any violation or threatened violation by such owner or occupant of any of the terms, covenants or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants or conditions.

4. **Miscellaneous.**

a. The restrictions and benefits created by this Declaration shall encumber and run with title to the Property, and shall be binding upon all persons having any right, title, or any interest therein, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

b. This Declaration shall not be modified or amended, if at all, in any respect except by a written instrument executed by all then-owner of the Property and the City, and duly recorded with the Recorder of Deeds of Jackson County, Missouri, except in the event of termination pursuant to the terms of Section 2 above, which may be unilaterally done by the City.

c. This Declaration shall be construed in accordance with the laws of the State of Missouri.

d. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person or entity by judgment or court order, shall in no way affect any other provisions hereof or the application thereof to any other person or entity and the same shall remain in full force and effect.

5. **Duration.** Unless terminated in accordance with Section 2, this Declaration shall continue in effect until the earlier of: (i) thirty (30) years commencing with the placement into service and commencement of operations of the Kansas City Streetcar Main Street Extension project, or (ii) December 31, 2055 (the “**Termination Date**”). Except as provided in Section 2, this Declaration may be modified, amended or terminated prior to the Termination Date only by a written agreement executed and acknowledged by (i) Declarant, and (ii) all of the then-owners of the Property if the Declarant’s interest in the Property has been conveyed to third parties, with the consent of the federal agency providing the substantial portion of the funding for the Kansas City Streetcar Main Street Extension project, which termination shall be recorded in the real estate records of Jackson County, Missouri.

6. **Default and Enforcement.** This Declaration is intended to burden the Property for the benefit of Declarant for the purposes of the Kansas City Streetcar Main Street Extension project. The invalidation of any provision of this Declaration or the failure to enforce any provision hereof at the time of its breach or violation shall in no event affect any other provision hereof or be deemed a waiver of the right to enforce the same provision thereafter. An owner of any part of the Property (a “**Defaulting Party**”) shall be deemed in default under this Declaration if such owner attempts to violate any provision of this Declaration on or with respect to any part of the Property and fails to cure or remedy such violation within 30 days after the Defaulting Party receives written notice of such violation from a Declarant, or, if the violation is not reasonably susceptible of being cured or remedied within 30 days, fails to commence the cure or remedy of such violation within 30 days after receipt of such notice and thereafter to complete such cure or remedy within a reasonable time.

7. **Notices.** All notices, consents, requests, approvals, authorizations and other communications required or permitted to be given hereunder shall only be effective if in writing and if given by (i) personal delivery, (ii) commercial overnight delivery service such as Federal Express, or

(iii) registered or certified mail, postage prepaid, return receipt requested, and shall be addressed at the address last furnished to the notifying party.

8. **WAIVER OF JURY TRIAL.** DECLARANT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS DECLARATION.

[SIGNATURE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictive Covenants effective as of the date first above written.

THE CITY OF KANSAS CITY, MISSOURI,
By and Through its Public Works Department

By: _____
Name: Ralph Davis, Acting Director

Attested by:

Marilyn Sanders, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF JACKSON) ss

On this _____ day of _____, 2020, before the undersigned, Notary Public, personally appeared Ralph Davis and being duly sworn, did say that he is the Acting Director of the Public Works Department of the City of Kansas City, Missouri, and that the Declaration of Restrictive Covenants was signed on behalf of the City of Kansas City, Missouri by authority of Ordinance Number _____ and the acknowledged the instrument to be the free act and deed of the City of Kansas City, Missouri.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, the day and year last above written.

Notary Public

SEAL

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)

) ss

COUNTY OF JACKSON)

On this _____ day of _____, 2020, before the undersigned, Notary Public, personally appeared Marilyn Sanders and being duly sworn, did say that she is the City Clerk of the City of Kansas City, Missouri, and that the Declaration of Restrictive Covenants was attested to on behalf of the City of Kansas City, Missouri by authority of Ordinance Number _____ and the acknowledged the instrument to be the free act and deed of the City of Kansas City, Missouri.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, the day and year last above written.

Notary Public

SEAL

My Commission Expires: _____

EXHIBIT A to DECLARATION
LEGAL DESCRIPTION OF STREETCAR PROPERTY

Exhibit H
Transit Easement Agreement

THIS SPACE FOR RECORDER'S USE ONLY

RECORDING REQUESTED BY:

Name of Document: **TRANSIT EASEMENT AGREEMENT**

Grantor: CITY OF KANSAS CITY, MISSOURI
 a Municipal Corporation of the State of Missouri

Grantor's
Mailing Address: 414 E. 12th Street, 20th Floor
 Attn: Director of Public Works Department
 Kansas City, MO 64106

Grantee: KANSAS CITY AREA TRANSPORTATION AUTHORITY
 a bi-state public agency created by interstate compact
 between the States of Missouri and Kansas

Grantee's
Mailing Address: 1200 E. 18th St.
 Attn: Dick Jarrold, Senior Vice President
 Kansas City, Missouri, 64108

Legal Description: See Exhibit A, page _____, and Exhibit A-1, page ____

Statutory Recording Reference:

TRANSIT EASEMENT AGREEMENT
(KCATA/KCMO)

THIS TRANSIT EASEMENT AGREEMENT (the “**Agreement**”) is made and entered as of the ____ day of _____, 2020 (the “**Effective Date**”), by and between THE CITY OF KANSAS CITY, MISSOURI, a constitutional charter municipal corporation of the State of Missouri (“**City**” or “**Grantor**”) and KANSAS CITY AREA TRANSPORTATION AUTHORITY, a Missouri body corporate and politic (“**KCATA**” or “**Grantee**”) each with a mailing address as set out below (KCATA and City are sometimes referred to herein as a “**party**” or collectively as the “**parties**”).

Recitals

- A. City acquired from the KCATA a tract of land in Kansas City, Jackson County, Missouri, commonly known as the Country Club Right-of-Way (the “**CCROW**”);
- B. KCATA and City, are parties to that certain Cooperative Agreement for the Country Club Right of Way with an effective date of _____, 2020 (the “**Cooperative Agreement**”), setting forth the respective obligations of KCATA and City regarding the CCROW;
- C. In order to effectively operate and maintain transit improvements owned and planned by KCATA, KCATA requires a permanent transit easement (the “**Permanent Transit Easement**”) over that portion of the CCROW as more fully described in the site plan and location attached hereto as **Exhibit A** and legally described on **Exhibit A-1** (the “**Easement Tract**”).

Agreement

NOW, THEREFORE, in consideration of the grants, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the foregoing recitals, City and KCATA hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are integral parts of this Agreement and are incorporated into this Agreement and made a part hereof by this reference.

2. Permanent Transit Easement.

a. Grant.

(i) Access and Construction. City hereby grants and conveys to KCATA, for the use and benefit of KCATA, its successors, assigns, officers and employees, a permanent, non-exclusive transit easement and right-of-way over, upon, across and through the Easement

Tract, as the same may be relocated, from time to time. The Permanent Transit Easement shall be for the purpose of installing, operating and maintaining transit improvements, bus stations, allowing bus operations, and pedestrian access by the public. The City retains the right to install, operate, maintain and repair utilities or other infrastructure within the Easement Tract which once installed won't unreasonably interfere with the KCATA's transit use.

(ii) **Maintenance.** City hereby grants and conveys to KCATA, for the use and benefit of KCATA, its successors, assigns, contractors, officers and employees, a permanent, non-exclusive access easement and right-of-way over, upon, across and through the Easement Tract, for the purpose of maintaining, repairing, replacing, improving, and removing the transit improvements (singly and collectively, such activities are hereinafter referred to as **"Maintenance"**). All Maintenance shall be performed and completed by KCATA, which shall specifically include, without limitation, (i) keeping the surface of the Easement Tract in a clean, orderly and sanitary condition, free of litter and debris; (ii) repairing and replacing the transit improvements; and (iii) maintaining and replacing landscaping within the Easement Tract. KCATA shall also otherwise perform Maintenance on all other improvements incidental thereto and keep the same in good order, condition and repair (collectively, the **"Maintenance Obligations"**).

3. Indemnity.

a. By KCATA. To the extent permitted by Missouri law and without waiving any applicable rights of sovereign immunity, KCATA shall indemnify, defend and hold harmless City, its successors and assigns, from and against any and all liability, costs, attorneys' fees, expenses, proceedings, claims, suits, actions, causes of action, damages and losses arising out of or directly attributable to the use of the Easement Tract by KCATA. Without otherwise limiting the survivability of other terms of this Agreement, the provisions of this Section shall survive the termination of this Agreement.

4. Successors and Assigns; Easement Running with the Land. This Agreement shall be binding upon and inure to the benefit of KCATA and City and their respective invitees, successors and assigns. The terms and provisions of this Agreement shall constitute covenants that "run with the land" and shall be binding upon, burden and inure to the benefit of City, its successors and assigns in title to all or any portion of the Easement Tract, and shall be binding upon, burden and inure to the benefit of KCATA, its successors and assigns. .

5. Default; Remedies. If, during the term of this Agreement, either party should materially fail to fulfill any of its obligations hereunder then such party shall be in default of this Agreement. In any such event, the non-defaulting party may terminate this Agreement if, (i) following sixty (60) days' written notice to the defaulting party (or such other time period agreed to by the parties in writing) the defaulting party has failed to remedy such default or (ii) if the default is of a kind and nature that may reasonably take longer than thirty (60) days to cure, the defaulting party has failed to commence to cure such default and diligently pursue the same.

6. Public Liability Insurance. The KCATA maintains a risk management plan by accounting for and financing its uninsured risk of loss from funds in its Legal Defense Fund, except for claims which are barred by sovereign immunity as provided in RSMO 537.600 or

other applicable law. The City also maintains a Risk Retention Plan by accounting for and financing its uninsured risks of loss from funds in its Legal Expense Fund, except for claims which are barred by sovereign immunity as provided in RSMO 537.600 or other applicable law. City elects, in order to limit the City's exposure, to obtain from time to time an excess liability policy with a Self-Insured Retention currently of \$2,900,000 through a commercial insurer, which amount may fluctuate with the statutory cap of RSMO 537.610. In order to limit the KCATA's exposure under its risk management plan, the KCATA, through a commercial insurer, has excess coverage above the statutory cap of RSMO 537.610 for bodily injury, sickness, disease or death of any person, or from any damages to any property, arising out of or resulting from the acts taken by the KCATA under this Agreement. The KCATA accepts such Risk Retention Plan in lieu of a commercial general liability insurance policy and the City accepts the KCATA's risk management plan in lieu of a commercial general liability insurance policy.

7. Further Assurances; Reasonableness; Time for Certain Actions. Each party agrees to perform any further acts and deliver any additional documents that may be reasonably requested by the other to carry out the provisions of this Agreement. Except where it may be stated to be in a party's sole discretion, wherever it is provided or contemplated that a party must give its consent or approval to actions or inactions by the other party or cooperate with the other party, such consent, approval or cooperation will not be unreasonably withheld or conditioned. If no time is set for a party to approve or consent to an action by the other party, such approval or consent shall be deemed given if not provided within thirty (30) days following the request for such approval and consent.

8. Force Majeure; Extension of Time of Performance. Regardless of whether any provision is expressly subject to this Section, performance hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; unusually severe weather; acts of the other party; and acts or the failure to act by any governmental agency or entity including the ability to obtain any necessary permits or approvals, through no fault of the party providing performance and despite diligent efforts by such party responsible for causing such action to occur (each, a **"Force Majeure Event"**). The party claiming the occurrence of a Force Majeure Event shall timely notify the other party upon the Force Majeure Event, and the period to perform the activity delayed by the Force Majeure Event shall be equal to the period between the date of required performance and the date of the Force Majeure Event, or such longer period as may be agreed to by the parties.

9. Notices. All notices, demands, requests and other communications required or permitted hereunder (a **"Notice"**) shall be deemed given when either hand delivered or posted by registered or certified mail, return receipt requested, postage prepaid, addressed to the addressee at its address set forth below or at such other address as such party may have specified theretofore by a Notice delivered in accordance with this Section:

If to KCATA: Kansas City Area Transportation Authority
 Attn: President and Chief Executive Officer
 1200 E. 18th Street
 Kansas City, Missouri 64108

With a copy to: Lathrop Gage LLP
Attn: Jerry Riffel
2345 Grand, Suite 2400
Kansas City, Missouri 64108

If to City: City Manager
29th Floor, City Hall
414 E. 12th Street
Kansas City, Missouri 64106
Email:

With a copy to: Director of Public Works
20th Floor, City Hall
414 E. 12th Street
Kansas City, Missouri 64106
Attn: Ralph.Davis@kcmo.org

With a copy to: City Attorney
414 E. 12th Street, Suite 2800
Kansas City, Missouri 64016
Attn: Amelia.McIntyre@kcmo.org

10. General. In the event any part, term or provision of this Agreement shall be declared illegal or in conflict with any law, rule or regulation, the validity of the remaining portion, terms or provisions shall not be affected thereby. The terms and conditions contained herein constitute the entire agreement of the parties and supersede all prior written and oral agreements and understandings relating to the subject matter hereof. The captions and headings are used for convenience only and are not to be used in attempting to construe any part of this Agreement. Unless the context indicates otherwise, words importing the singular number shall include firms, associations, partnerships and corporations, including public bodies and entities, as well as natural persons, and words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and vice versa. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Missouri. None of the provisions of this Agreement may be amended without the written consent of both parties.

11. Authority to Execute; Counterparts; Effectiveness. Any person executing this Agreement in a representative capacity warrants and represents that such person has the authority to do so and upon request proof of such authority in customary form will be furnished. This Agreement may be executed at different times and in any number of originals or counterparts and by each party on a separate counterpart, each of which shall be an original, but all of which together shall constitute only one instrument. And, in proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

[END OF DOCUMENT TEXT]

IN WITNESS WHEREOF, City has executed this Agreement as of the first date written above.

CITY OF KANSAS CITY, MISSOURI, a
constitutional charter municipal corporation of the State
of Missouri

By: _____
Name: _____
Title: _____

Approved as to form and legality

By: _____
Amelia McIntyre, Associate City Attorney

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this ____ day of _____, 20__, before me appeared _____, to
me personally known, who being by me duly sworn, did say that he is the _____ of
the City of Kansas City, Missouri, a constitutional charter municipal corporation of the State of
Missouri, and said _____ acknowledged said instrument to be the free act and
deed of said Kansas City, Missouri.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day
and year first above written.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

IN WITNESS WHEREOF, KCATA has executed this Agreement as of the first date written above.

**KANSAS CITY AREA TRANSPORTATION
AUTHORITY**, a Missouri body corporate and politic

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this ____ day of _____, 20__, before me appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of the Kansas City Area Transportation Authority, a body politic and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said entity

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

EXHIBIT A
DEPICTION OF EASEMENT TRACT

EXHIBIT A-1
EASEMENT TRACT