

**COOPERATIVE AGREEMENT FOR WATER TRANSMISSION MAIN
MANDACINA FIRST PLAT**

THIS AGREEMENT made and entered into effect as of this ____ day of _____, 2025 by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (“**City**”), and John J. Pisciotta and Joseph C. Mandacina, partners and owners of the subject property (“**Owner**”).

WHEREAS, Owner has an interest in the development of land generally located at 9550 and 9600 N Brooklyn Avenue, Kansas City, Clay County, Missouri 64155 (“**Property**”) more specifically described in **Exhibit “A,”** attached hereto and incorporated herein by reference; and

WHEREAS, the Owner is pursuing approval of a Preliminary Plat (Case CD-CPC-2024-00056) for the Property (**Exhibit “B,”**); and

WHEREAS, the project has a future 30” water transmission main and a future arterial street (96th St.) running through very challenging terrain near the center of the Property; and

WHEREAS, the City Plan Commission (“**CPC**”) dismissed the case while the Owner worked through infrastructure requirements with the City; and

WHEREAS, the City has determined that a portion of the Owner’s required water main improvement obligations may be satisfied by entering into and fulfilling this Cooperative Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations herein contained, it is agreed by all parties as follows:

Sec. 1. Scope. City and Owner enter into this Cooperative Agreement pursuant to Section 70.210 et seq., Revised Statutes of Missouri, 2018, (RSMo.), to provide for a portion of the installation of a 30” water transmission main (the “**Improvements**”). The purpose of this Agreement is to clarify the party’s obligations for the Improvements and to fulfill a condition of platting.

Sec. 2. City’s obligations. Subject to appropriation and, if necessary, Council approval, when said funding is made available to the City through GO Bonds, PIAC funds, grants, or other funding sources outside of KC Water funds, and 96th St is approved and funded for construction between Maplewoods Pkwy and Brooklyn Ave, the City agrees to:

- a. Prepare, or have prepared, construction plans and specifications, for the City’s portion of the Improvements.
- b. Construct, or cause to be constructed, approximately 1200’ of the 30” water transmission main as part of the construction of 96th Street. This segment of 96th Street would extend from Brooklyn Ave westward to Maplewoods Pkwy.

Sec. 3. Owner obligations. Owner agrees to:

- a. Prepare, or have prepared, construction plans and specifications, for the Owner’s portion of the Improvements prior to approval of the final plat.

- b. Enter into a construction agreement with KC Water for approximately 250' of 12" water distribution main as part of their construction of 96th Street prior to the release of the final plat for recording. This segment of 96th Street would extend from Maplewoods Pkwy eastward toward Brooklyn Ave.
- c. Secure all required permits from the City prior to the release of the final plat for recording.
- d. Dedicate the full width of right-of-way needed for 96th St between Maplewoods Pkwy and Brooklyn Ave. and any necessary slope easements, along with a 30' wide exclusive water easement adjacent to the right-of-way on the final plat.

Sec. 4. Notice. All notices required by this Agreement shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or email. Unless a party to this Agreement has given ten (10) days notice of a change of person and address for purposes of notice under this Agreement to the other party in writing, notices shall be directed to the following:

Notices to the City shall be addressed to:

Kenneth Morgan – Director
KC Water
4800 E 63rd Trafficway
Kansas City, Missouri 64130
Phone: (816) 513-0504
Email: kenneth.morgan@kcmo.org

Notice to Owner shall be addressed to:

John J Pisciotto & Joseph C, Mandacina
3815 NE 72nd St
Kansas City, MO 64119
Phone: (816) _____
Email: _____

Sec. 5. Amendment. This Agreement shall not be amended, modified, canceled or abrogated without the written consent of the parties.

Sec. 6. Severability. Invalidation of any part or parts of this Agreement by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sec. 7. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 8. Default and Remedies. If either party shall determine in its reasonable discretion that the other party has violated any of the material terms and conditions of this Agreement or that such party has failed to properly perform its obligations under the Agreement, then the non-

defaulting party shall provide written notice of such alleged default served on the other party either personally, by mail or facsimile. If after thirty (30) business days of receipt of such notice the defaulting party has not cured or made good faith efforts or to begin curing such alleged default upon receipt of such notice, then the non-defaulting party shall have the right to immediately terminate this Agreement upon written notice to the other party, in addition to any other rights or remedies available at law or in equity.

Sec. 9. Waiver. No consent or waiver, express or implied, by any party to this Agreement or any breach or default by any other party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligations hereunder. Failure on the part of any party to complain of any act or failure to act or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted.

Sec. 10. Assignment. Owner may not assign or transfer any part or all of their obligations or interests under this Cooperative Agreement without City's prior written approval. Owner shall notify City, in writing, at least (30) days prior to any proposed assignment or transfer and shall provide with that notice, the proposed assignee's or transferee's written acceptance of the terms and conditions of this Cooperative Agreement. Owner shall not be released from its obligations under this Cooperative Agreement unless and until such time as it is released, in writing, by the Director.

Sec. 11. Recording. Upon the effective date of this Agreement, the City shall file this Agreement in the Office for recording real estate documents in Clay County, Missouri, and shall be binding on Developer, its successors, assigns and transferees.

KANSAS CITY, MISSOURI

By: Kenneth Morgan, Director of KC Water

Approved as to form:

Assistant City Attorney

STATE OF MISSOURI)
) ss
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2025, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, Director of KC Water, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same persons who executed, as official, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

Notary Public

My Commission Expires: _____

OWNER

John J Pisciotta
3815 NE 72nd St
Kansas City, MO 64119

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

By: _____

Title: _____

Date: _____

Check one:

☐ Sole Proprietor

☒ Partnership

☐ Corporation

☐ Limited Liability Company (LLC) (Attach corporate seal if applicable)

STATE OF _____)

COUNTY OF _____) ss
_____)

BE IT REMEMBERED, that on the _____ day of _____, 2025, before me, the undersigned notary public in and for the county and state aforesaid, came _____ to me personally known, who being by me duly sworn did say that he is a partner in the ownership of the subject PROPERTY, and that said instrument was signed on behalf of said partnership and said instrument was acknowledged to be the free act and deed of said partnership.

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: _____

OWNER

Joseph C, Mandacina
3815 NE 72nd St
Kansas City, MO 64119

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

By: _____

Title: _____

Date: _____

Check one:

☐ Sole Proprietor

☒ Partnership

☐ Corporation

☐ Limited Liability Company (LLC) (Attach corporate seal if applicable)

STATE OF _____)

COUNTY OF _____)

) ss
)

BE IT REMEMBERED, that on the _____ day of _____, 2025, before me, the undersigned notary public in and for the county and state aforesaid, came _____ to me personally known, who being by me duly sworn did say that he is a partner in the ownership of the subject PROPERTY, and that said instrument was signed on behalf of said partnership and said instrument was acknowledged to be the free act and deed of said partnership.

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

PROPERTY

All that part of the Northeast Quarter of Section 1, Township 51, Range 33, and all that part in the Southeast Quarter of Section 36, Township 52, Range 33, in Kansas City, Clay County, Missouri, being more particularly described as follows: Commencing at the Northeast Corner of the Northeast Quarter of said Section 1 also being the Southeast Corner of said Section 36; thence North 89 degrees 30 minutes 18 seconds West along the North line of the Northeast Quarter of said Section 1 also being the South line of said Section 36 a distance of 1312.10 feet to the Point of Beginning of the tract of land herein to be described said point also being the Northeast Corner of the Northwest Quarter of said Section 1; thence South 00 degrees 33 minutes 35 seconds West along the East line of the Northwest Quarter of the Northeast Quarter of said Section 1, a distance of 850.61 feet; thence North 88 degrees 34 minutes 43 seconds West, a distance of 506.50 feet; thence South 00 degrees 33 minutes 55 seconds West and parallel to the East line of the Northwest Quarter of the Northeast Quarter of said Section 1, a distance of 440.00 feet to the South line of the Northwest Quarter of the Northeast Quarter of said Section 1, thence North 88 degrees 35 minutes 28 seconds West, along said South line a distance of 396.41 feet to the Easterly Right of Way line of Maple Woods Parkway; thence North 11 degrees 45 minutes 49 seconds West, along said Right of Way line, a distance of 1,009.92 feet; thence continuing along said Right of Way line North 34 degrees 45 minutes 58 seconds West, a distance of 16.19 feet; thence continuing along said Right of Way line Northerly along a curve to the right having an initial tangent bearing of North 03 degrees 37 minutes 39 seconds West, a radius of 1842.36 feet an arc distance of 126.85 feet; continuing along said Right of Way line North 00 degrees 19 minutes 03 seconds East, a distance of 64.93 feet; thence continuing along said Right of Way line South 89 degrees 40 minutes 57 seconds East, a distance of 25.00 feet; thence continuing along said Right of Way line North 00 degrees 19 minutes 03 seconds East a distance of 50.00 feet; thence continuing along said Right of Way line North 89 degrees 40 minutes 57 seconds West, a distance of 25.00 feet; thence continuing along said Right of Way North 00 degrees 19 minutes 03 seconds East a distance of 33.30 feet; thence continuing along said Right of Way line North 24 degrees 54 minutes 04 seconds West, a distance of 87.99 feet; thence continuing along said Right of Way line North 00 degrees 19 minutes 03 seconds East, a distance of 365.02 feet; thence continuing along said Right of Way line North 03 degrees 16 minutes 00 seconds East, a distance 104.45 feet; thence continuing along said Right of Way line North 01 degrees 58 minutes 55 seconds East, a distance 111.88 feet to the North line of the South Half of the Southwest Quarter of the Southeast Quarter of Section 36, thence South 89 degrees 28 minutes 36 seconds East along said line a distance of 1,229.20 feet to the East line of the West Half of the Southwest Quarter of the Southeast Quarter of said Section 36; thence South 00 degrees 29 minutes 53 seconds West along said line a distance of 660.06 feet to the South line of the Southeast Quarter of said Section 36 also being the North line of the Northeast Quarter said section 1; thence North 89 degrees 30 minutes 18 seconds West along said Line a distance of 1.32 feet to the Point of Beginning.

EXHIBIT B

APPROVED PRELIMINARY PLAT

DRAFT