

COOPERATION AGREEMENT
FOR PARKLAND DEDICATION

THIS COOPERATION AGREEMENT FOR PARKLAND DEDICATION (“**Agreement**”) made and entered into this ____ day of _____, 2019, by and between the CITY OF KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“**City**”), through its Board of Parks and Recreation Commissioners (“**Board**”), and MD MANAGEMENT, INC., a Missouri corporation, or assigns (“**Land Owner**”).

WHEREAS, the City, by Resolution 130443, created the Twin Creeks KC task force for the purpose of working collaboratively with all relevant stakeholders on issues related to, among other things, the City’s trail and linear park system, targeted future land use recommendations, urban design tools at mixed use nodes, stormwater and waterways management strategies, the potable water distribution system, and the roadway and parkway system; and

WHEREAS, the overriding theme of the Twin Creeks KC task force was the development of a connected linear greenway system (“**Twin Creeks Greenway System**”); and

WHEREAS, the City took steps to begin implementing the Twin Creeks Greenway System with the passage of Ordinance 160307, which authorized an addendum to a cooperative funding agreement with Platte County and directed the City Manager to pursue all appropriate funding options for the City’s share of the Twin Creeks Greenway System; and

WHEREAS, Land Owner wishes to assist the City in its development of the Twin Creeks Greenway System; and

WHEREAS, Land Owner or its Affiliates (as hereinafter defined) own land generally located north of Missouri Route 152 and west of Platte Purchase Drive in Kansas City, Platte County, Missouri, as more specifically described and illustrated in **Exhibit "A"** attached hereto and incorporated herein by reference (the “**Property**”), which Property Land Owner intends to develop in accordance with the Platte Purchase Redevelopment Plan approved by the City Council on July 28, 2016 by ordinance no. 160415 (the “**Development Plan**”); and

WHEREAS, the City secured a Recreational Trails Program grant application for a portion of the Twin Creeks Greenway System called Segment 1 of the Second Creek Trail (“**Second Creek Trail Segment 1**”), as illustrated in **Exhibit "B"** attached hereto, a portion of which is contained within the boundaries of the Property; and

WHEREAS, in partnership together, the City and Land Owner want to complete the Second Creek Trail Segment 1 by the end of 2020, and in furtherance of that goal Land Owner wishes to cause the dedication to the City of a portion of the Property totaling approximately 13.341 acres along Second Creek, as legally described and depicted in **Exhibit "C"** attached hereto (the “**Tract**”), subject to the terms of this Agreement; and

WHEREAS, at some unknown point in the future, Land Owner intends to cause the Property, or portions thereof, to be platted, in multiple plats (the “**Plats**”), in anticipation of future residential development and in accordance with the provisions of Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Section 88-408 of the City's Code of Ordinances (the "**Ordinance**") requires developers of property for residential purposes to dedicate a certain amount of land, as set forth more specifically in the Ordinance, to the City for use as parks, playgrounds or other public or private recreational areas or open spaces (the "**Parkland Requirement**");

WHEREAS, in consideration of Land Owner's dedication of the Tract to the City, the City wishes to credit such dedication toward fulfillment of Land Owner's and its Affiliates' Parkland Requirement under the Ordinance at such time and to the extent such dedication of parkland is required as a result of Land Owner's or its Affiliates' platting or development of the Property; and

WHEREAS, the City and Land Owner have agreed that it is in the public interest for the City to accept the dedication of the Tract as a public recreational area prior to the development of the Property and are entering into this Agreement to outline the terms of such dedication.

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Land Owner agree as follows:

1. **Recitals and Exhibits.** The Recitals and Exhibits attached to this Agreement are incorporated into and made a part of this Agreement.

2. **Purpose.** The purpose of this Agreement is to set forth the terms upon which Land Owner or its Affiliates will dedicate the Tract to the City in exchange for credits toward Land Owner's and its Affiliates' Parkland Requirement for platting or developing the Property. For purposes of this Agreement, "Affiliate" means Land Owner and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Land Owner.

3. **Dedication by Land Owner.** Land Owner, either directly or through its agents or contractors, is in the process of applying to the Board and the City for approvals required to construct the Public Infrastructure Improvements, as defined in the Development Plan, including but not limited to approvals to design and construct streets, streetlights, sanitary sewer improvements, and trails (together, the "**Approvals**"). Within fifteen (15) days after all Approvals required to construct the Public Infrastructure Improvements have been granted by the Board and the City and delivered to Land Owner, Land Owner will execute and record (or cause its Affiliate to execute and record) with the Platte County, Missouri Recorder of Deeds a dedication document, in substantially the form attached hereto as **Exhibit "D"**, dedicating and conveying the Tract to the City ("**Dedication Document**"). Land Owner (or its Affiliate) shall have no obligation to execute or record the Dedication Document unless all Approvals have been granted and delivered to Land Owner.

4. **Credits Toward Parkland Requirement.** The City acknowledges that dedication of the Tract pursuant to this Agreement is beneficial to the City and agrees that the Tract shall be used by the City for park purposes, as described in the Ordinance. In consideration of Land Owner causing the dedication of the Tract, the City agrees to credit the entire acreage of the Tract toward fulfillment of any Parkland Requirement required of Land Owner and its Affiliates and assigns at any time as a result of the platting or development of the Property or any portion thereof.

5. **Remedies.** In the event either party fails to comply with its obligations under this Agreement within thirty (30) business days after written notice of such failure from the other party, the other party shall have all rights at law or in equity to enforce the provisions of this Agreement.

6. **Assignment.** Land Owner may assign this Agreement, provided the assignee assumes, in writing, all obligations and liabilities of Land Owner under the Agreement.

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

8. **Notice.** All notices required by this Agreement shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier, or facsimile. All notices shall be effective three (3) days after the date mailed if mailed as provided herein and as evidenced by the official postmark thereupon or one (1) day after the date sent if sent via overnight courier or facsimile as evidenced by courier receipt or facsimile transmission report. 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:

City Manager
29th Floor - City Hall
414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-1363

and

Director of City Planning and Development
Attn: Development Management Division
15th Floor - City Hall
414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-2838

and

Director of Parks and Recreation Department
Attn: Planning and Design Division
4600 E. 63rd Street
Kansas City, MO 64130
Fax number: (816) 513-7535

Notice to Land Owner shall be addressed to:

MD Management, Inc.
Attn: Mark Morgan
5201 Johnson Drive, Suite 100
Mission, KS 66205
Fax Number: (913) 384-2996

Copy to:

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: James C. Bowers
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111
Fax Number: (816) 753-9201

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

10. **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.

11. **Construction of Agreement.** This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Land Owner: (1) submit to the jurisdiction of the state and federal courts in the county where the Tract is located; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

12. **Rights of Successors.** The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

"CITY"
CITY OF KANSAS CITY, MISSOURI

By: _____
Troy Schulte, City Manager

Date: _____, 2019

ATTEST:

City Clerk Date

Approved as to form:

Assistant City Attorney

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public, appeared Troy Schulte, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that (s)he is the City Manager of THE CITY OF KANSAS CITY, MISSOURI, a special chartered city of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said City, and such person duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public - State of Missouri

My commission expires:

[SEAL]

"BOARD"
CITY OF KANSAS CITY, MISSOURI

By: _____
Teresa Rynard, Director, Board of Parks and
Recreation Commissioners

Date: _____, 2019

ATTEST:

Secretary Date

Approved as to form:

Assistant City Attorney

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public, appeared Teresa Rynard, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that she is the Director of the BOARD OF PARKS AND RECREATION COMMISSIONERS OF THE CITY OF KANSAS CITY, MISSOURI, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said Commissioners by authority of its Board of Commissioners, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said Commissioners.

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

Notary Public - State of Missouri

My commission expires:

[SEAL]

MD MANAGEMENT, INC., a Missouri corporation

STATE OF MISSOURI)
) SS
COUNTY OF _____)

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

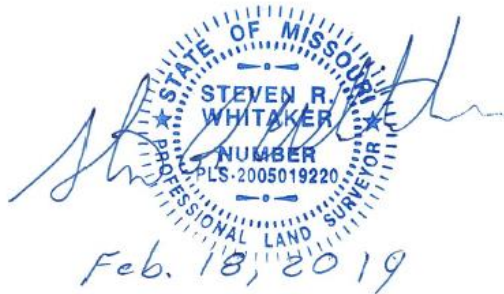
My commission expires:

{31145 / 68427; 858753. }

EXHIBIT "A"
LEGAL DESCRIPTION AND ILLUSTRATION OF THE "PROPERTY"

**That part of Section 3 lying Westerly of N. Platte Purchase Drive and
Northerly of Highway 152, together with the East Half of Section 4, all being
in Township 51 North, Range 33 West.
Also the Southeast Quarter of Section 33, Township 52 North, Range 33 West.
KANSAS CITY, PLATTE COUNTY, MISSOURI**

A tract of land being situated in the East Half of Section 4 and the West Half of Section 3, all being in Township 51 North, Range 33 West, lying Westerly of the Westerly right-of-way line of N. Platte Purchase Drive and Northerly of the Northerly right-of-way line of Missouri State Highway Route No. 152 as said Drive and Highway are now established, together with the Southeast Quarter of Section 33, Township 52 North, Rang 33 West lying West of the West right-of-way line of N. Platte Purchase Drive and South of the South right-of-way line of NW. 100th Street as said Drive and Street are now established. All being in the City of Kansas City, Platte County, Missouri.



McClure Engineering Company
11250 Corporate Avenue
Lenexa, Kansas 66219
www.mccresults.com

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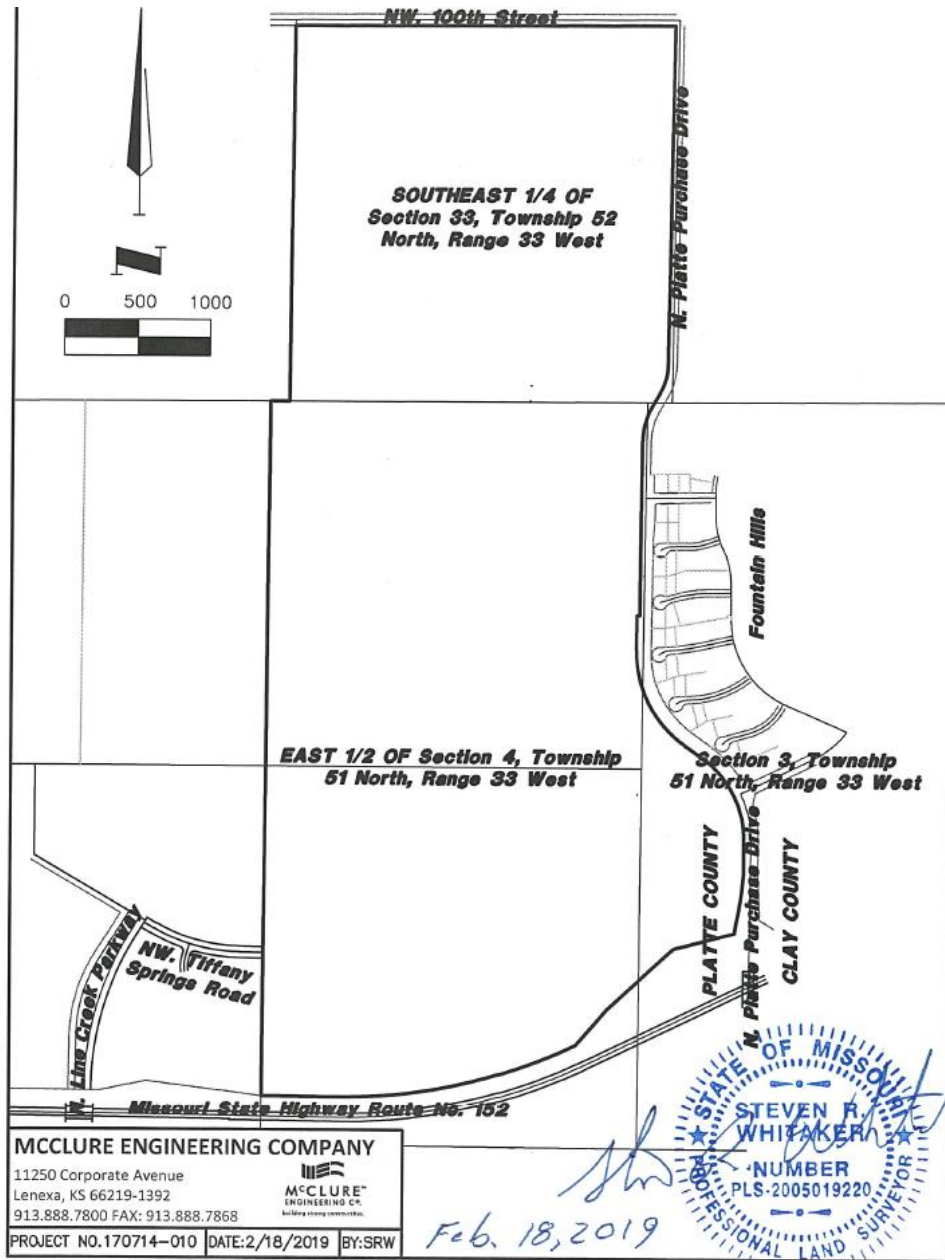


EXHIBIT "B"

SECOND CREEK TRAIL SEGMENT 1




EXHIBIT "C"
LEGAL DESCRIPTION AND ILLUSTRATION OF THE "TRACT"

PARKLAND DEDICATION
NORTHWEST QUARTER, NORTHEAST QUARTER AND SOUTHEAST QUARTER
OF SECTION 4, TOWNSHIP 51 NORTH, RANGE 33 WEST
KANSAS CITY, PLATTE COUNTY, MISSOURI

A tract of land being situated in part of the Northwest Quarter, Northeast Quarter and Southeast Quarter of Section 4, Township 51 North, Range 33 West, in the City of Kansas City, Platte County, Missouri, said tract of land being a portion of that certain tract of land described as set forth as Tract X in the Quit Claim Deed recorded November 29, 2001 in the Office of the Recorder of Deeds for said County and State in Book 959 at Page 389. Said tract of land being now more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of aforesaid Section 4 (North Quarter corner); thence S 00° 21' 15" W along the West line of the Northeast Quarter of said Section 4, a distance of 1,968.57 feet to the Point of Beginning the tract of land to be herein described; thence S 42° 05' 25" E, a distance of 272.74 feet; thence Southeasterly along a curve to the right, tangent to the last described course, having a radius of 1,926.00 feet and a central angle of 18° 06' 11", an arc length of 608.53 feet; thence S 23° 59' 14" E, tangent to the last described curve, a distance of 141.67 feet to a point on the North line of that certain tract of land described as set forth in the Missouri Special Warranty Deed recorded July 31, 2017 in said Office of the Recorder of Deeds in Book 1282 at Page 926; thence S 79° 23' 32" W (S 79° 22' 24" W, Deed) along the North line of said Missouri Special Warranty Deed, a distance of 225.93 feet; thence N 25° 27' 42" W, departing from said North line, a distance of 158.39 feet; thence N 32° 59' 29" W, a distance of 491.41 feet; thence N 46° 35' 08" W, a distance of 559.62 feet; thence N 34° 50' 30" W, a distance of 454.72 feet; thence N 44° 20' 34" W, a distance of 733.71 feet; thence N 61° 21' 37" W, a distance of 61.55 feet to a point 50 feet East of the West line of the East 73.83 acres of the Northwest Quarter of said Section 4 as measured perpendicular to the West line thereof, said West line being also the West line of that certain tract of land described as set forth as Tract X in the aforesaid Quit Claim Deed; thence N 00° 21' 15" E along a line 50 feet East of and parallel with the West line of the East 73.83 acres of the Northwest Quarter of said Section 4, being also the West line of that certain tract of land described as set forth as Tract X in said Quit Claim Deed, a distance of 260.21 feet; thence S 61° 21' 37" E, a distance of 209.13 feet; thence S 42° 05' 25" E, a distance of 1,543.96 feet to the Point of Beginning.

Containing 581,146 square feet or 13.341 acres, more or less.

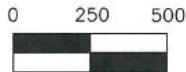
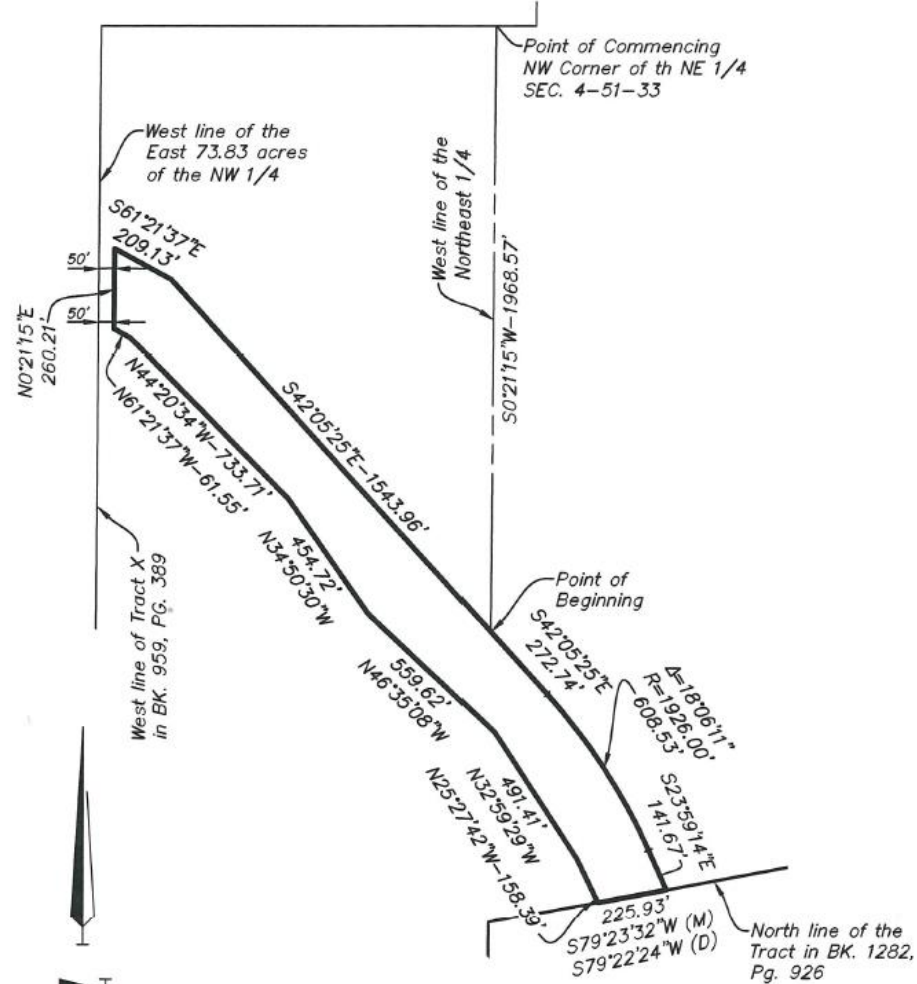
 McClure Engineering Company
11301 Strang Line Road
Lenexa, Kansas 66215
www.mecresults.com


Oct. 2, 2019



L:\170714-010_Cad\Survey\Updated Prop Transfer - Word Desc & Signed Exhibits\1-170714-010 Park Dedication
MD to KCMO Parks n Rec.docx

EXHIBIT



Revised: 10/01/2019

MCCLURE ENGINEERING COMPANY

11250 Corporate Avenue
Lenexa, KS 66219-1392
913.888.7800 FAX: 913.888.7868



PROJECT NO. 170714-010 DATE: 2/21/219 BY: klg

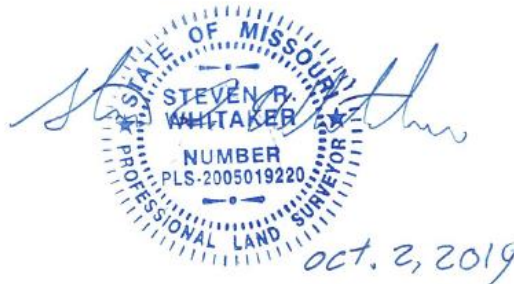


EXHIBIT "D"

DEDICATION DOCUMENT

Document Title: Conveyance of Parkland

Date: _____, 2019

Grantor Name: [MD Management, Inc. or Affiliate that owns the Tract]

Grantee Name: City of Kansas City, Missouri

Statutory Address: Grantee's mailing address is:
c/o Parks and Recreation Department
Terry R. Dopson Administration Building
4600 E. 63rd St., Kansas City, MO 64130

Legal Description: See below

Reference Book and Page: N/A

CONVEYANCE OF PARKLAND

THIS INDENTURE, made this _____ day of _____, 2019, by and between _____, a Missouri _____ ("Grantor"), and City of Kansas City, Missouri, a municipal corporation, having its mailing address of 4600 E. 63rd St., Kansas City, MO 64130 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, does by these presents remise, release and forever quitclaim unto Grantee, and its successors and assigns, a tract of land for use as parkland in accordance with Section 88-408 of Grantee's Code of Ordinances over, under, along and across the following described real estate in the County of Platte, State of Missouri, to-wit:

[Legal description]

TO HAVE AND TO HOLD the tract of land herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any way belonging unto the Grantee and its successors and assigns forever; so that neither Grantor nor its successors, assigns or any other person or persons for Grantor, or in Grantor's name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

It is mutually agreed that this conveyance is for the purpose of laying out, opening, constructing, operating, maintaining and reconstructing parks, playgrounds or other public or private recreational areas or open spaces and for other uses customarily incidental thereto and together with necessary appurtenances thereto, over, under, along and across the tract herein described and that this conveyance shall, at all times, be deemed to be and shall be, a continuing covenant running with the land.

In Testimony Whereof, the Grantor has hereunto set its hand this ____ day of _____, 2019.

_____, a Missouri _____

Signature: _____
Printed Name: _____
Title: _____

“GRANTOR”

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of _____, 2019, before me appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____, a Missouri _____, and that said instrument was signed in behalf of said _____ by authority of its _____, and said _____ acknowledged said instrument to be the free act and deed of said _____.

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

Notary Public - State of Missouri

My commission expires:

[SEAL]