

CCO FORM:
Approved: 05/14 (AR)
Revised:
Modified:

COUNTY: Jackson County
ROUTE: Delaware St over
I-35/70 and 6th Street
and Main St over I-670

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
BRIDGE STRUCTURE RELINQUISHMENT
AND AIRSPACE LICENSE AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into by the **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION** (the "Commission"), acting for and on behalf of its subordinate **MISSOURI DEPARTMENT OF TRANSPORTATION** ("MoDOT"); and the City of Kansas City, Missouri, (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission is an entity of the State of Missouri created by state law and owns and maintains Interstates 35/70 and 670 (hereinafter collectively referred to as "Interstates"), including their associated structures and fixtures over the airspace of said interstates, such as bridges, as part of the State Highway System in Kansas City, Jackson County, Missouri; and

WHEREAS, the Commission owns and operates the bridge structures located on the Delaware Street over I-35/70 and 6th St (A4223) and Main Street over I-670 (A0818) (hereinafter collectively referred to as "Structures"); and

WHEREAS, the Commission agrees to relinquish the Structures to the City and the City agrees to accept the Structures as part of City's system; and

WHEREAS, the City proposes to maintain, construct, reconstruct, or otherwise modify any or all of the Structures over the airspace of the Interstates pursuant to the plans and specifications as referred to herein and as may be modified from time to time, in order to connect the local streets separated by the Structures over the Interstates in support of the City's surface transportation system.

NOW, THEREFORE, in consideration of the promises, covenants and representations in this Agreement, the parties agree as follows:

(1) DEFINITIONS: In this Agreement, the listed terms are to be given the meanings provided in the subparagraphs below:

(A) City: This term means the City of Kansas City, Missouri. Where the context permits, the term also includes the City's officials, agents, representatives and employees.

(B) Commission: This term means the Missouri Highways and Transportation Commission, a state constitutional entity. Where the term “Commission” is used alone, it includes its subordinate agency, the Missouri Department of Transportation, also known as “MoDOT”, and its officials, agents, representatives and employees.

(C) MoDOT: This acronym means the Missouri Department of Transportation, a state executive branch department. Where the context permits, the term also includes its officials, agents, representatives and employees.

(2) RELINQUISHMENT: Upon execution of this Agreement, the Commission hereby relinquishes to the City the portion of the State Highway, namely, the Structures, which is the subject of this Agreement. The City hereby accepts the Structures from the Commission.

(3) LOCATION: The general location of the Structures being relinquished is as follows:

(A) Delaware Street over Interstate 35/70 and 6th Street, as shown on the attached sketch marked “Exhibit A” and incorporated into this Agreement, including the bridge structure over I-35/70 and 6th Street (A4223), and also including all bridge components and all pavement and sidewalk between Independence Avenue north of I-70 and the end of the bridge structure south of I-70.

(B) Main Street over Interstate 670, as shown on the attached sketch marked “Exhibit B” and incorporated into this Agreement, including the bridge structure over I-670 (A0818) and also including all bridge components, pavement and sidewalk between North Truman Road and South Truman Road. This does not include the retaining wall structure along I-670.

(4) LICENSE GRANTED: The Commission hereby grants the City, its successors and assigns, a non-exclusive license to maintain, construct, reconstruct, or otherwise modify the Structures across I-35/70 and 6th Street at the location described on Exhibit "A", and across I-670 at the location described on Exhibit "B", and use such additional space adjacent to the Structures as may be reasonably necessary for working room during the period that the Structures are under construction, reconstruction, or modification, and for maintenance of the Structures thereafter.

(5) TERMS OF LICENSE: The Commission grants this license to the City for the use of the airspace above the Interstates within the area described in Exhibit A and Exhibit B and as otherwise described in this Agreement. This license is revocable by the Commission through its Missouri Department of Transportation (MoDOT) officials, agents and representatives at any time, with cause; and this license is automatically revoked by operation of law if the City violates any material term or condition of this Agreement.

(6) FHWA APPROVAL: This Agreement is entered into subject to the approval of the Federal Highway Administration (FHWA). The FHWA and its staff shall be afforded the same rights for review and approval of plans and specifications for the construction, reconstruction, or modification of the Structures as this agreement provides for the Commission and MoDOT staff. The FHWA and its staff shall be afforded the same rights as provided in (29) Right to Enter Upon the Structures as is provided to the Commission and MoDOT. The choice to exercise these rights shall be at the sole discretion of FHWA and its staff.

(7) WORK BY THE CITY: The City shall construct, reconstruct or modify the Structures now and from time to time over the Commission's right of way limits of Interstates pursuant to plans and specifications in accord with Paragraph No. 9, to provide a safe way for the Structures' users to connect the local street system to support the City's surface transportation. The Commission hereby grants the City, its successors and assigns, a non-exclusive license to use such additional space adjacent to the Structures as may be reasonably necessary for working room during the period that the Structures are under construction, reconstruction or modification and for maintenance of the Structures thereafter.. It is the intent of the Commission that this Agreement and the license granted hereby shall constitute a right to non-exclusive occupancy and use of the airspace above the Interstates by the City for the construction, reconstruction, or modification of the Structures as they connect the local street system to support the City's surface transportation, until the license is revoked or termination by the Commission pursuant to this Agreement. The City understands that it and its Structures' users shall use these Structures at their own risk.

(8) COMMISSION OWNERSHIP: The Commission reserves its rights and ultimate use of the property under which the Structures will be located and its adjacent highway property for transportation purposes. This non-exclusive license prohibits the use or conversion of the licensed airspace over the Interstates to a § 4(f) [23 U.S.C. § 138; 49 U.S.C. § 303] use, or potentially a § 6(f) [16 U.S.C. § 460/-8] use. It is expressly understood and agreed that the primary use and purpose of the Commission's property under which the Structures will be located, which is the subject matter of this license, shall be and remain as state highway property for transportation purposes only.

(9) INTERSTATE HIGHWAY SIGNING: The City accepts the Structures, subject to all currently existing signs installed and maintained by the Commission for the direction of traffic on the Interstates. If the Commission wishes to maintain, repair, modify, replace or otherwise remove all currently existing highway signs and all sign supporting equipment and fixtures and to install, attach, reinstall, maintain, repair, modify, replace or remove all future highway signs and all sign supporting equipment and fixtures upon the Structures, it shall coordinate that activity with City.

(10) STRUCTURES DESIGN: The City and its consulting engineers, shall prepare final plans and final specifications for the Structures to be constructed,

reconstructed or modified over the airspace of Commission's property for the Interstates by the City. The Structures shall be designed to meet the requirements of AASHTO and the Americans with Disabilities Act (the "ADA"), and Commission design and construction standards. The City shall submit to the Commission's Kansas City District Engineer (the "District Engineer"), the final plans and specifications for the Structures and the adjacent segments, for written approval of the District Engineer, before any construction, reconstruction or modification activities can begin over the airspace of the Commission property for the Interstates.

(11) STRUCTURES CONSTRUCTION PLANS APPROVAL: The Commission, through MoDOT, shall either approve or disapprove the final plans and specifications for the construction, reconstruction or modification of Structures (hereinafter, "construction plans and specifications") within thirty (30) days of their receipt from the City. If the plans and specifications for the Structures construction, reconstruction or modification are not approved, MoDOT shall explain in writing what deficiencies exist that must be corrected before the Commission will approve those plans.

(12) STRUCTURES CONSTRUCTION, RECONSTRUCTION OR MODIFICATION: After written approval is obtained from the Commission and upon proper application by the City, the Commission shall issue, through its District Engineer or his authorized representatives, any permits necessary for the City to perform the work contemplated herein. The Structures shall be constructed, reconstructed or modified in accordance with the approved construction plans and specifications to the satisfaction of the District Engineer or his authorized representatives.

(13) PLAN SHEET: The plan sheet showing the property lines and the Structures areas subject to this license is attached to this Agreement as Exhibits "A" and "B" and incorporated herein by reference.

(14) CONSTRUCTION CONTRACTOR: The Commission acknowledges that the City will enter into a construction contract with a City approved contractor (the "Contractor") to construct, reconstruct or modify the Structures and adjacent segments in accordance with approved construction plans and specifications. City shall include the following provisions in the appropriate construction contract with the Contractor:

(A) Commission Inspection: The Commission's agents and employees will be authorized to inspect the work on the Structures on Commission property, and to approve or disapprove such work in the same manner as if the construction contract has been entered into between the Contractor and the State of Missouri acting by and through the Commission. The Commission agrees that all such inspections shall be conducted in a timely and reasonable manner and that all inspection reports shall be given to City's construction inspector,

(B) Commission Inspection Before Final Acceptance: The Commission shall make a post-construction inspection of the Structures, and if it deems necessary, require additional finishing work for safety or durability, before the City may give its final

acceptance of the Structures construction work to the Contractor.

(C) Responsible Party for Payment: The Contractor will look solely to the City for payments pursuant to the City's construction contract, including, but not limited to, payments for base contract work and change order work, and for claims pursuant to the contract or for breach thereof. The City's Contractor shall have no claim rights against the Commission, MoDOT, or their officials, employees, agents, representatives, successors or assigns.

(D) Construction Bonds: In the event that City shall use an outside contractor, City shall acquire from the Contractor and shall deliver, prior to commencement of work on the Structures, executed copies of Contractor's performance and payment bonds from commercial surety companies qualified and authorized to do business in Missouri, each in a penal amount equal to the contract sum, assuring City and the Commission, which shall be named as obliges therein, as their interests may appear, of (1) performance of all contractual obligations, and (2) payment for all related labor, materials, and costs.

(15) RESTORATION OF COMMISSION PROPERTY: At all times during and after the construction, reconstruction or modification of the Structures, the City and its Contractor shall maintain the Structures in a manner that will not injure or damage the paved highway facilities or any of the Commission property for the Interstates, except as specifically authorized herein. After construction, reconstruction or modification of the Structures, the City shall restore the state property for the Interstates to its original condition or better, as determined by the District Engineer. Disturbed areas will be fine graded, seeded, mulched or sodded by the City.

(16) STRUCTURES COST: The City shall construct, reconstruct, modify and maintain the Structures at its own cost and expense in accordance with plans and specifications approved by the Commission. If and when the Interstates are expanded, the Commission is fully responsible for the cost of any required modifications of the Structures, as such modifications of the Structures are deemed required in the Commission's sole discretion. The Commission shall coordinate that modification activity with the City

(17) DURATION OF LICENSE: The Commission and the City agree that this license to construct, reconstruct, modify and/or maintain the Structures over the airspace of the Interstates shall exist indefinitely, subject to the Commission's right to revoke or terminate this license pursuant to the terms of this Agreement.

(18) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the Commission or MoDOT and the City as partners or joint venturers, or as jointly liable, in the City's design, construction, maintenance and operation of the Structures for public use over the airspace of the Interstates.

(19) ASSIGNMENT OF RIGHTS UPON DEFAULT, COMMISSION OPTION: If the City defaults on or abandons construction, reconstruction or modification of the Structures, the City's rights in this Agreement may be assigned to the Commission at its option, and the Commission shall have the right, at its discretion, to complete construction, reconstruction or modification of the Structures or demolish the structure. The Commission shall have the right to charge all reasonable Commission or MoDOT costs of the Structures construction, reconstruction, modification or demolition to the City.

(20) TRAFFIC CONTROL PLAN, SIGNING AND SCHEDULING OF CONSTRUCTION: The City agrees to provide to the District Engineer a traffic control plan for handling traffic during the contemplated Structures construction, reconstruction, or modification. The City agrees to provide construction signing in compliance with the Manual on Uniform Traffic Control Devices. This Agreement is conditioned upon written District Engineer approval of the traffic control plan and any revisions or modifications to the plan before construction, reconstruction or modification of the Structures may begin. All construction shall be scheduled to avoid or minimize disruption of traffic flow on the Interstates and other state highways.

(21) MAINTENANCE AND REPAIR: At all times during the construction, reconstruction, or modification and after the completion of the Structures, the City shall maintain and repair at its own expense the Structures and all related City structures and approaches, so that these structures and the Commission's underlying and adjacent highway property for the Interstates will be kept safe and in good condition. The City's maintenance of the Structures and its vicinity shall be accomplished so as to cause no unreasonable interference with the use of or access to the Commission's Interstates and state highway system. However, the City is not obliged to maintain any paved highway or shoulder area or retaining walls on Commission property for the Interstates.

(22) COMMISSION ACTION IF THE CITY FAILS TO MAINTAIN PROPOSED STRUCTURE: If, after written or facsimile notice, the City fails to meet its maintenance obligations to keep the Structures and Commission property for the Interstates adjacent or below the Structures clean, in good appearance and safe for use by City and its authorized users, the Commission (through MoDOT) shall have the authority, but not a duty or obligation, to maintain or repair the Structures over the airspace of Commission's property for the Interstates and charge all such costs of maintenance and repair to the City. If the City fails to begin making repairs within seventy-two (72) hours after receiving written notice, or fails to continue with the repairs in a diligent manner to completion, the maintenance and repair work may be performed by MoDOT. However, if the District Engineer or his/her authorized representative determines that an actual or potential emergency exists, or that a dangerous condition may exist on or adjacent to the Structures which represent an actual or potential danger to the travelling public on the Interstates, the Commission, or MoDOT, and their authorized agents and employees may immediately enter upon the Structures to inspect and if the Commission reasonably determines that immediate repairs are necessary, then the Commission may request the City to make such required repairs, or where appropriate because of an

emergency, the Commission, through MoDOT or its contractors, may make immediate repairs without prior written notice, and charge those expenses to the City. Notice of the emergency repairs shall be given to City immediately after the emergency is abated. Any Structural, maintenance or repair expense incurred by or on behalf of the Commission or MoDOT under this paragraph shall be the debt of, and shall be chargeable to and fully compensated by the City. The City's failure to maintain or repair the Structures promptly, after the Commission or MoDOT give written notice of a damaged or dangerous location on the Structures, shall constitute a material breach of this Agreement by the City. Likewise, the City's failure to promptly pay the Commission or MoDOT for their costs to maintain or repair the Structures when the City, after written notice, failed to make its own repairs promptly and completely, shall constitute a material breach of this Agreement by the City.

(23) REQUIRED INSPECTIONS OF STRUCTURE:

(A) After completion of the construction, reconstruction or modification of the Structures on the Commission's property, the City and its successors and assigns shall be required to have scheduled inspections of that structure by a registered engineer at least bi-annually, to insure the safety of the Structures for the traveling public.

(B) The City shall be responsible for promptly submitting copies of all written annual or other Structures inspection reports to the following: (1) To the Commission's District Engineer having responsibility for State Route Interstates I-35/70 and 6th Street and I-670; and (2) To the Commission's State Bridge Engineer, located in the Commission Headquarters Building in Jefferson City, Missouri.

(24) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of

Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(25) NOTICE OF CLAIM OF POTENTIAL COMMISSION LIABILITY:

In the event the Commission receives notice of any claim against it related to or arising out of the negligent or insufficient design, construction, reconstruction, modification, maintenance, use or inspection of the Structures, the Commission will promptly notify the City in writing, attaching a copy of such claim or summarizing its content and the name of the claimant, if not in writing. The City shall, through its own legal counsel, proceed to defend the Commission, MoDOT, and their members, employees, officers and agents, from any such claim, and the Commission will fully cooperate with the City and its attorneys in their defense of these state entities, officials and employees. This City's obligation to indemnify and defend shall not apply to or be deemed to include the intentional or negligent acts or omissions of the Commission or MoDOT, or their members, officers, agents and employees.

(26) LIABILITY INSURANCE: The City is a political subdivision of the State of Missouri, and the powers and duties, privileges, obligations and immunities of the State of Missouri and its subdivisions are established by law. The City of Kansas City, Missouri shall cover liability claims through its 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.

(27) ASSUMPTION OF RISK: The City, by signing this Agreement, acknowledges that it has carefully read this legal document, and that it understands that the Commission property for the Interstates has vehicular traffic and other potential hazards on it that cannot reasonably be protected against, or warned of, in advance. By signing this license agreement, the City agrees to comply with the safety instructions it receives in this document and from MoDOT employees; the City acknowledges the existence of these and other risks on Commission property for the Interstates, and agrees to assume these risks by accepting this Agreement, and by ensuring the Commission's highway property for the Interstates is reasonably open for the uses and activities authorized in this Agreement.

(28) LICENSE REVOCABLE – NO ASSIGNMENT: This license is revocable by the Commission or any appropriate MoDOT official if the City designs, constructs, reconstructs, modifies, maintains, uses or inspects the Structures in a negligent,

reckless, wrongful or unsafe manner, or refuses to follow contract or reasonable safety instructions of MoDOT officials, or in any way breaches the terms of this license agreement. The City understands that it shall not assign or delegate any interest in this Agreement and shall not transfer any interest in or use of this license to another. This license is granted solely to the City and any other City and MoDOT authorized staff, and to no other person or entity. The occurrence of any one or more of the following shall constitute a material breach of this Agreement, rendering the City in default and, at the discretion of the Commission or its representatives, may result in the revocation of this license:

(A) Nonuse or Abandonment of Structures: The Structures cease to be used for the purposes stated herein, or is abandoned;

(B) Damage or Disrepair: The Structures are damaged or fall into disrepair, such that they become structurally unsound or unsafe to be used for the purpose for which they were built, and the City will not repair the Structures to a condition satisfactory to the Commission. (

(C) Violation of This Agreement: The City violates any material term or condition of this Agreement;

(D) Change in Use: The City changes or attempts to change the use by the public or location of the Structures, without prior written approval of the Commission.

(E) Violation of Laws: The City constructs, operates, uses or maintains the Structures or any other structure on or within the Commission's property in violation of any state or federal laws or regulations applicable at that time, or in violation of this Agreement; but only after notice is given by the Commission specifying the violation and giving a reasonable opportunity to cure, not to exceed forty-five (45) days, which violation is not cured by the City within the applicable time;

(F) Failure to Pay Debts: The City, its insurer, or any other agent or representative of the City fails to pay its debts or liabilities to the Commission under this Agreement;

(G) Void or Invalid Agreement: This Agreement, or any material portion thereof, is deemed void or invalid by a court of competent jurisdiction.

(H) Redesign, Relocation, or Alteration of Highway: In the event that the Commission should find that it is necessary to redesign, relocate, or alter the highway at this location of the Interstates, the Commission, at its sole discretion, may terminate this license. Further, should the Commission find that changes to the Interstates or the Structures should be made at this location, but the Commission does not desire to terminate this agreement, the Commission shall bear the costs to relocate or modify the Structures to accommodate the Commission's redesign. City would then

have the opportunity to cancel or continue in this Agreement at the new location or with the modifications.

(29) RIGHT TO ENTER UPON THE STRUCTURES:

(A) During Construction: The Commission, MoDOT, and their officials, employees, agents and representatives shall have the right to enter upon, inspect and approve all work, materials and equipment on or at the site of the Structures during its construction, reconstruction or modification at such time as City employees may be present, with prior notice to the City.

(B) During Maintenance, Repair or Reconstruction: The Commission, MoDOT, and their officials, employees, agents and representatives shall have the right to enter upon the Structures and to inspect and approve all work, materials and equipment there, during any future maintenance, repair or reconstruction of the Structures, at such times as City employees are present, with prior notice to City.

(C) Inspections: The Commission, MoDOT, and their officials, employees, agents and representatives shall have the right to make periodic inspections of the Structures when they deem such inspections necessary or advisable, at any time that the Structures are open for public use.

(30) ADVERTISING RESTRICTIONS: No billboards or advertising is to be placed on or over the Commission's property for the Interstates or airspace, either within, on, attached to or apart from the Structures.

(31) OPPORTUNITY TO CURE: No material breach or default described in this Agreement shall be a basis for terminating or revoking this license or this Agreement until written notice is delivered to the City specifying the material breach or default with particularity and giving the City a reasonable opportunity to cure as provided in this Agreement. The license may only be revoked for cause when that material breach or default is not cured by the City in the time given in which to cure that problem.

(32) REMOVAL OF THE STRUCTURES: The Commission hereby consents to the removal of the Structures by the City or its agents at any time, provided that such removal is performed by a responsible party, as determined by the Commission, in a manner approved by the Commission, with all costs and expenses associated with the removal paid by the City.

(33) NONDISCRIMINATION: The City, for itself, its representatives and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the property that no person on the grounds of race, color, religion, creed, national origin, disability, sex or age shall be denied the benefits of or otherwise be subjected to discrimination in the construction or use of the Structures.

(34) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(35) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(36) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or district of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(37) SURVIVABILITY: The City's obligations to the Commission under this Agreement shall survive the revocation of its Commission license to construct, reconstruct, modify and maintain the Structures.

(38) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(39) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(40) AUTHORITY TO GRANT LICENSE: The parties enter into this Agreement with full understanding that the Commission, to the best of its knowledge and belief, has the authority to grant (or revoke) this license. The Commission makes no representation that it has full fee simple title to the highway property for the Interstates, which is the subject of this Agreement. In the event this Agreement is rendered null and void based upon a determination that the Commission did not have the authority to grant this license on the subject property, the Commission will not be responsible for any damages, costs or other expenses incurred by the City in the implementation of this Agreement, or in the City's design, construction, reconstruction, modification, maintenance, repair, use or inspection of the Structures

(41) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
Sherri McIntyre, Director of Public Works
20th Floor, City Hall
414 East 12th Street
Kansas City, KCMO 64106

(B) To the Commission:

Daniel Niec, District Engineer
600 NE Colbern Road
Lee's Summit, MO 64086
Facsimile No: 816-622-6323

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City _____ this _____ day of _____, 2014.

Executed by the Commission this _____ day of _____, 2014.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: _____

Title _____

Attest: (SEAL)

Secretary to the Commission

Approved as to Form:

Commission Counsel

CITY OF KANSAS CITY

By: _____

Title _____

Attest: (SEAL)

By: _____

Title: _____

Approved as to Form:

By: _____

Title: _____

Ordinance No. _____