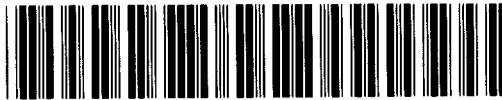


RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI

03/23/2007 09:25:37 AM

INSTRUMENT TYPE: ORDI FEE: \$72.00 18 Pages



INSTRUMENT NUMBER/BOOK & PAGE:

2007E0038511



ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

(Space above reserved for Recorder of Deeds certification)

Title of Document: ORDINANCE 060988

Date of Document: 9-21-2006

Grantor(s): KCATA

Grantee(s): City of Kansas City, Mo

Mailing Address(s):

RETURN TO:  
CLERK OF THE CITY CLERK  
601 E. 12th ST., 25th FLOOR  
KANSAS CITY, MO 64108

Legal Description:

See page 7

Reference Book and Page(s):

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

75

ORDINANCE NO. 060988

Authorizing the Director of Public Works to execute a cooperative agreement for roadway improvements; accepting various easements and a Quit Claim Deed for the 85th Street project; and authorizing the City Clerk to file this ordinance and attached documents

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to enter into and execute, on behalf of the City, a Cooperative Agreement with the Kansas City Area Transportation Authority, for the preservation of the KCATA Trolley Track Trail as part of the 85th Street improvement project. That the agreement is essentially in the form which is attached hereto and incorporated herein by reference.

Section 2. That the City Clerk is hereby directed to file a copy of this ordinance, together with the agreement, with the Office of the Secretary of State of Missouri and with the Department of Records of Jackson County, Missouri, together with all other relevant documents.



Authenticated as Passed

*Alvin Brooks*  
ALVIN BARNES, Mayor

*Mark P. Jones*  
City Clerk

Approved as to form and legality:

*Mark P. Jones*  
Mark P. Jones  
Assistant City Attorney

DATE PASSED **SEP 21 2006**

COOPERATIVE AGREEMENT  
BETWEEN  
THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE  
CITY OF KANSAS CITY, MISSOURI

**THIS AGREEMENT** is made and entered into this 1st day of October, 2006, by and between the Kansas City Area Transportation Authority, a body corporate and politic (hereinafter "**KCATA**") and the City of Kansas City, Missouri, a constitutional charter municipal corporation of the State of Missouri, through its Director of Public Works (hereinafter referred to as "**City**").

**WITNESSETH:**

**WHEREAS**, City desires to realign and reconstruct 85th Street to ease congestion and improve road conditions (hereinafter "**Expansion**"); and

**WHEREAS**, KCATA desires to cooperate with City and to protect the KCATA Trolley Track Trail, future transit improvement and right-of-way (hereinafter "**Trail**"), the location of which would be affected by the Expansion, as described in **Exhibit A**, attached hereto and incorporated herein; and

**WHEREAS**, KCATA and City (hereinafter the "**Parties**") desire to identify their respective participation in the Expansion and relocation of the Trail; and

**WHEREAS**, the Parties have the authority to enter into a Cooperative Agreement pursuant to Article VI, Section 16 of the Missouri Constitution of 1945 and Section 70.220, Revised Statutes of Missouri, (RSMO) and the City Charter.

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

- 1) **SCOPE OF AGREEMENT.** The purpose of this Agreement is to provide a coordinated and clear outline of the obligations of the Parties concerning the Expansion and relocation of the Trail.
- 2) **OBLIGATIONS OF KCATA.** KCATA agrees that it will undertake and complete the following:
  - (a) Grant to City street right-of-way by quit claim deed over certain KCATA owned property located in the Expansion, as described on **Exhibit B**, attached hereto and incorporated herein, to be used for public street purposes, but reserve KCATA's rights to undertake repairs and maintenance over that property. The right to make repairs and maintenance are for transit and trail purposes only. The City shall retain all responsibility to maintain the roadway and Expansion in a safe condition.
  - (b) Grant to City a "Use-Maintenance" easement over that portion of the Trail adjacent to the Expansion, as described in **Exhibit C**, attached hereto and incorporated herein, to allow City to install and maintain the Expansion, including storm sewers, waterlines, retaining walls, streetscape and landscaping.

- (c) Maintain all Trolley Track Trail and related infrastructure constructed as part of the Expansion improvements which includes the asphalt trail and bollard posts installed on the trail.

3) **OBLIGATIONS OF CITY.** City agrees that it will undertake and complete the following:

- (a) Provide all surveying and engineering and legal description drafting at its expense;
- (b) Work cooperatively with KCATA to relocate and reconstruct, at City cost, the Trail south of the Expansion, while preserving as much of the Trail right-of-way for future rail or other transit improvements;
- (c) Transfer to KCATA, by quit claim deed, an amount of land along the Expansion or other mutually agreed-to location, comparable in area to the land that it received from KCATA in Section 2(a) of this Agreement, that would allow KCATA to operate transit services such as light rail, park and ride stations, trails or construct other transit related improvements. Said transfer shall occur in the future only if the KCATA determines the need exists to further its transit or trail operations;
- (d) Improve such land transferred to KCATA under section 3(c) above to allow KCATA to use the land for any and all transit services that KCATA desires;
- (e) Maintain all infrastructure constructed as part of the Expansion for the useful life of the improvements including but not limited to streets, sidewalks, walls, streetscape, landscaping, grass, traffic signals, controllers and communications along the Expansion. This includes Expansion improvements located outside permanent right-of-way and within the Use-Maintenance easement, including the area between back of curb and retaining wall.

4) **ASSIGNMENT.** No party to this Agreement shall assign or transfer any part or all of their respective obligations or interests without the other party's prior written approval. If any party shall assign or transfer any part of its interests or obligations under this Agreement without such prior approval, it shall constitute a material breach of this Agreement. City and KCATA shall include in any subcontract a requirement that the subcontractor shall comply with all requirements of this Agreement in performing the services hereunder.

5) **INDEPENDENT CONTRACTOR.** Each party of this Agreement is an independent contractor with respect to all services performed under this Agreement. City and KCATA each accept full and exclusive liability for the payment of any and all premiums, contributions or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed to perform the work under the terms of this Agreement. Nothing contained in this Agreement nor any act of City or KCATA shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the other party. No party is agent of the other and no party has authority to take any action or execute any documents on behalf of the other party.

- 6) **GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri.
- 7) **COMPLIANCE WITH LAWS.** City and KCATA and any of their subcontractors shall comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement.
- 8) **DEFAULTS AND REMEDIES.**
- (a) A party to this Agreement shall be in default of this Agreement upon the happening of any of the following events:
- (i) Upon the levy of any attachment or execution of any process of a court of competent jurisdiction which does or will interfere with the performance of City or KCATA under this Agreement, and which attachment, execution or other process of such court is not enjoined, vacated, dismissed, or set aside within a period of thirty (30) days after entered;
  - (ii) Upon the suspension or revocation of any act, power, license, permit, or authority that has the effect of preventing and stopping KCATA or City from performing under this Agreement.
  - (iii) Upon failure to perform any of its covenants or obligations under this Agreement.
- (b) Upon the happening of any one or more of the events as set forth in this section or upon any other default or breach of this Agreement, written notice shall be provided to the defaulting party specifying the default. Upon receipt of such notice, the alleged defaulting party shall have a period of thirty (30) days to cure such default. Failure to cure such default entitles the non-defaulting parties to:
- (i) Interplead funds to a court or pay any sum required to be paid by City or KCATA to third parties and which City or KCATA has incurred in connection with this Agreement and failed to pay. Any amount so paid in good faith by any party, together with interest thereon at the maximum rate provided by law from the date of such payment, and all expenses connected therewith shall be repaid by the other party on demand; or
  - (ii) Enjoin any breach or threatened breach by any party of any covenants, agreements, terms, provisions or conditions hereof; or
  - (iii) Bring suit for the performance of any obligation under this Agreement or suit for any damage incurred for non-performance, all without terminating this Agreement; or
  - (iv) Terminate this Agreement.
- (c) No party shall be deemed to be in default in its performance under this Agreement where nonperformance is due to an unavoidable delay. Unavoidable delay means any circumstance beyond the reasonable control of the party which causes a delay in performance under this Agreement including, without limitation, war, strikes, lock-outs, riots, floods, earthquakes, fires, acts of terrorism, casualties, labor disputes, embargoes, tornadoes, acts of God or any other causes beyond the reasonable control of the parties.

- 9) **WAIVER.** No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by the other party in the performance by such other party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. Each party reserves unto itself 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.
- 10) **RIGHTS AND REMEDIES CUMULATIVE AND NOT EXCLUSIVE.** All rights and remedies granted to the Parties herein and any other rights and remedies which any party may have at law and in equity are hereby declared to be cumulative and not exclusive and the fact that such party may have exercised any remedy without terminating this Agreement shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which such party may be otherwise entitled.
- 11) **SEVERABILITY OF PROVISIONS.** Except as specifically provided herein, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the Parties to this Agreement could have included the valid provisions without the invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the Parties.
- 12) **BINDING EFFECT.** This Agreement shall be binding upon the Parties hereto and upon their assigns, transferees and successors in interest, provided no party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other parties.
- 13) **REPRESENTATIONS AND WARRANTIES.** City and KCATA each certify 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.

- 14) **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, overnight delivery service, return receipt requested, or by facsimile, addressed as follows:

City: Director of Public Works  
City Hall 20th Floor  
414 East 12th Street  
Kansas City, MO 64106  
Fax: 816-513-2615

KCATA: General Manager  
Kansas City Area Transportation Authority  
1200 E. 18th Street  
Kansas City, MO 64108  
Fax: 816-346-0235

with a copy to: Senior Director of System Development  
& Engineering, KCATA  
Kansas City Area Transportation Authority  
1200 E. 18th Street  
Kansas City, MO 64108  
Fax: 816-346-0235

and a copy to: Jerry D. Riffel, Esq.:  
Lathrop & Gage L.C.  
2345 Grand Boulevard  
City, MO 64108  
Fax: 816-292-2001

- 15) **AMENDMENT.** This Agreement shall not be amended, modified or canceled without the written consent of the Parties to this Agreement.

- 16) **MISCELLANEOUS.** Each party to this Agreement agrees to perform any further acts and deliver any additional documents which may be reasonably requested to carry out the provisions 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 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 at the beginning of each Section are used for convenience only and are not 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 masculine gender shall be deemed and construed to include the feminine and neuter genders and vice versa.

IN WITNESS WHEREOF, the Parties hereto have duly executed this instrument the day and year first above written.

**CITY OF KANSAS CITY, MISSOURI**

By: \_\_\_\_\_

Director of Public Works

ATTEST: \_\_\_\_\_

City Clerk

Assistant City Attorney

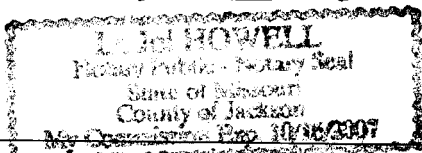
STATE OF MISSOURI )

) ss.

COUNTY OF JACKSON )

BEFORE ME, a Notary Public, in and for said county and state aforesaid, personally appeared Stanley Harris, Director of Public Works of Kansas City, Missouri, who are known to me to be the same person who executed the foregoing instrument on behalf of the City of Kansas City, Missouri, and acknowledged the execution of the same as their free and voluntary act and deed of said Kansas City, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 20<sup>th</sup> day of October, 2006



Notary Seal

L. J. Howell  
Notary Public L. J. OF Howell



Kansas City Area Transportation Authority  
"KCATA"

By: *Mark E. Huffer*  
General Manager

ATTEST:

*Maryn Jackson*

STATE OF MISSOURI

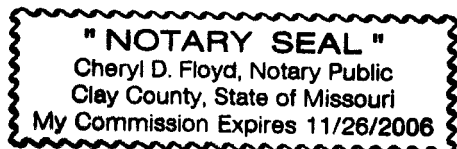
COUNTY OF JACKSON

)  
) ss.  
)

BEFORE ME, a Notary Public, in and for said county and state aforesaid, personally appeared Mark E. Huffer, General Manager, who is known to me to be the same person who executed the foregoing instrument on behalf of Kansas City Area Transportation, and acknowledged the execution of the same as its free and voluntary act and deed of said Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 4th day of October, 2006 CDF

*Cheryl D. Floyd*  
Notary Public Cheryl D. Floyd



\_\_\_\_\_  
Notary Seal

## **LIST OF EXHIBITS**

**Exhibit A**     Graphic description of the Expansion.

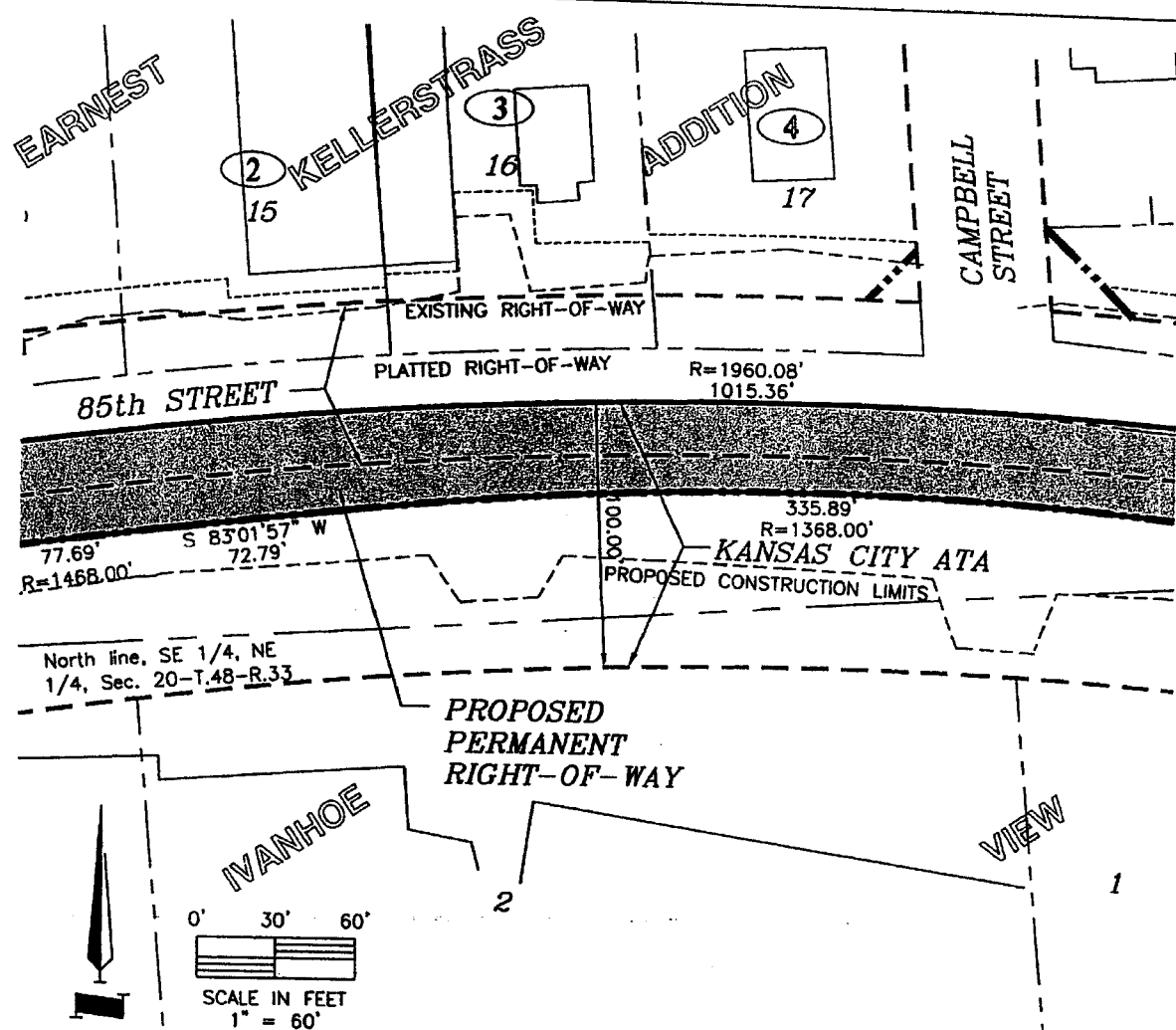
Exhibit A-1    Trail Alignment

Exhibit A-2    Trail Cross-Section

**Exhibit B**     Legal description of permanent right-of-way KCATA will deed to City.

**Exhibit C**     Legal description of Use-Maintenance easement KCATA will grant to City.

P:\9909611\85th Troost\dwg\0961prop.dwg 11/2/2005 10:41:17 AM EPSON Stylus C86 Series 160



**PROPERTY DESCRIPTION:**

SEE SHEET 5 OF 5 FOR PROPERTY DESCRIPTION.

**SURVEYOR'S DECLARATION:**

THIS DRAWING HAS BEEN PREPARED UNDER THE SUPERVISION OF:

*Erwin W. Gard*

ERWIN W. GARD, PLS-1449

DATE 11/2/05

10/28/05 - REV R/W LIMITS - EWG

E. T. ARCHER CORPORATION D.B.A.

**Archer**

TOTAL PROJECT MANAGEMENT

CORPORATE OFFICE:  
3741 NE TROON DRIVE • LEE'S SUMMIT, MO 64064  
Phone: 816-554-3019 Fax: 816-554-3061

**PROPERTY DESCRIPTION**

KANSAS CITY AREA TRANSPORTATION AUTHORITY  
TRACT NO. 35

JACKSON COUNTY, MISSOURI  
85TH STREET IMPROVEMENTS  
KANSAS CITY, JACKSON COUNTY, MISSOURI

DRAWING FILE:  
P:\99096111 85th & Troost\dwg\0961prop.dwg [Prc135]

DATE 6/14/05

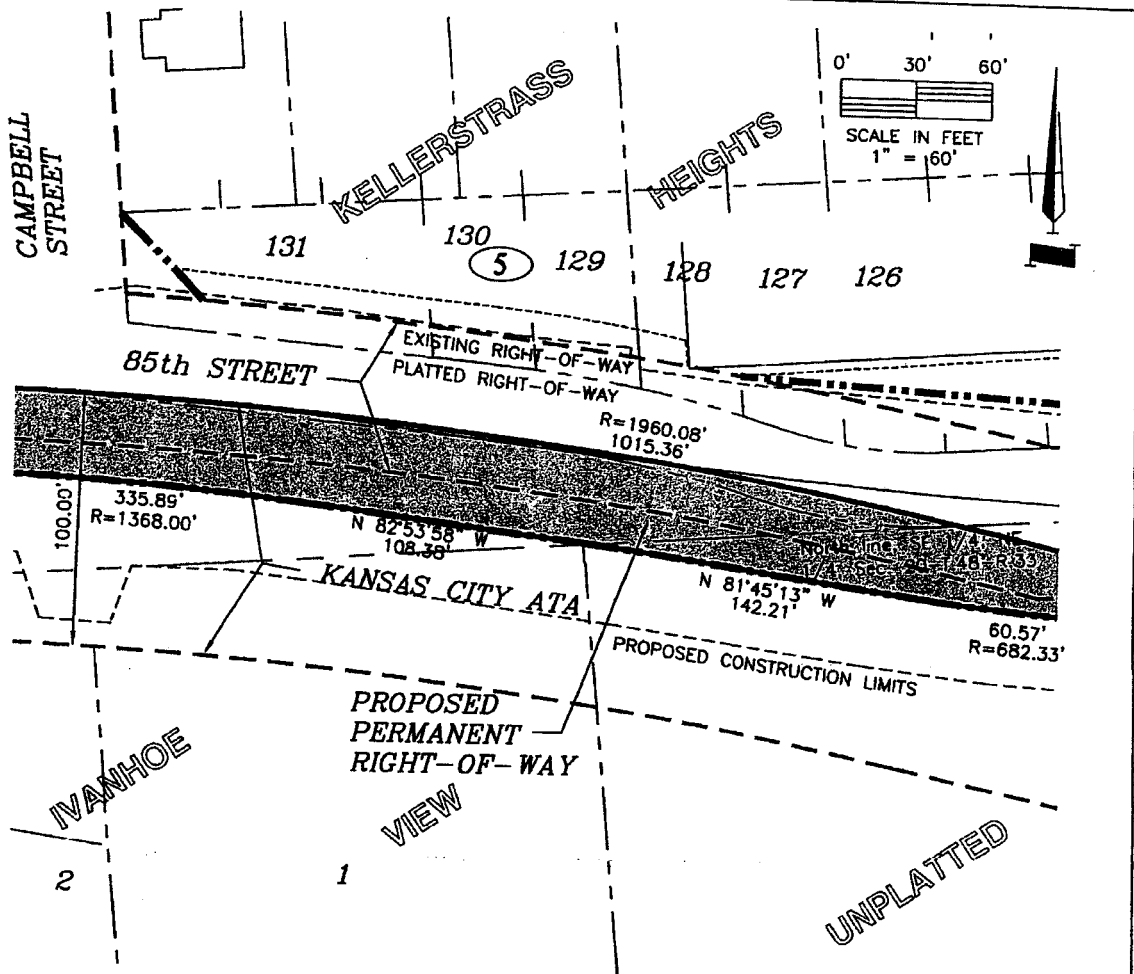
DRAWN BY: E. Gard

CHECKED BY: P. Keyhill

PROJECT NO. 99096111

DRAWING NO. 2 OF 5

P:\99096111\85th Troost\dwg\0961prop.dwg 11/2/2005 10:41:09 AM FPSCN Stylus C86 Series 1-60



# **PROPERTY DESCRIPTION:**

SEE SHEET 5 OF 5 FOR PROPERTY DESCRIPTION.

## **SURVEYOR'S DECLARATION:**

THIS DRAWING HAS BEEN PREPARED UNDER THE SUPERVISION OF

*Erwin W. Gard*  
ERWIN W. GARD, PLS-1449  
DATE 11/2/05

10/28/05 - REV R/W LIMITS - EWC

E. T. ARCHER CORPORATION D.B.A.

**Archer**

TOTAL PROJECT MANAGEMENT

CORPORATE OFFICE:  
3741 NE TROON DRIVE • LEE'S SUMMIT, MO 64064  
Phone: 816-554-3019 Fax: 816-554-3061

## **PROPERTY DESCRIPTION**

KANSAS CITY AREA TRANSPORTATION AUTHORITY  
TRACT NO. 35

JACKSON COUNTY, MISSOURI  
85TH STREET IMPROVEMENTS  
KANSAS CITY, JACKSON COUNTY, MISSOURI

DRAWING FILE:  
P:\99096111\85th & Troost\dwg\0961prop.dwg [Prc135]

DATE  
6/14/05

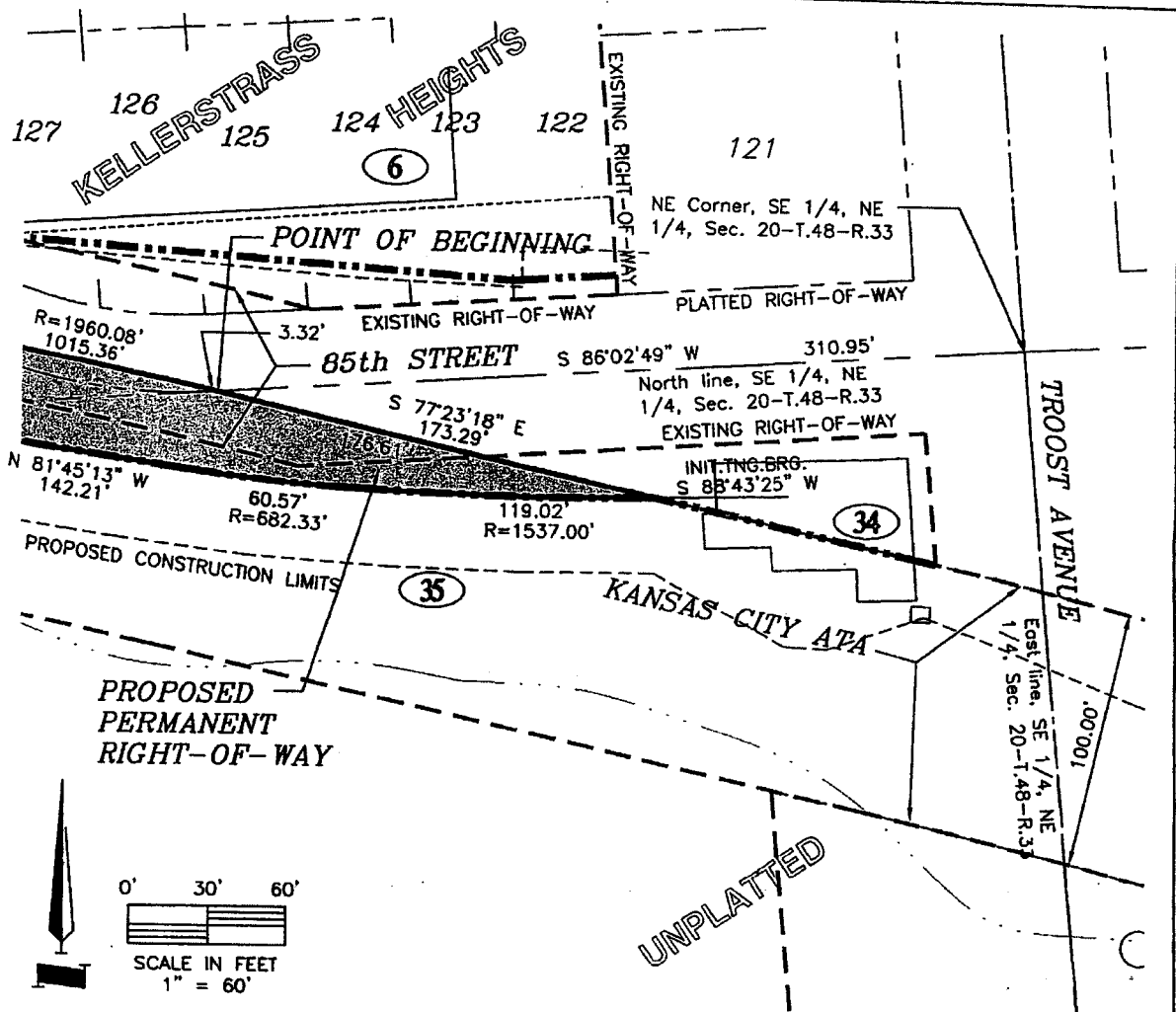
DRAWN BY:  
E. Gard

CHECKED BY:  
P. Keyhill

PROJECT NO.  
99096111

DRAWING NO.  
3 OF 5

P:\9909611\85th Troost\dwg\0961prop.dwg 11/2/2005 10:40:19 AM EPSON Stylus C85 Series



### PROPERTY DESCRIPTION:

SEE SHEET 5 OF 5 FOR PROPERTY DESCRIPTION.

### SURVEYOR'S DECLARATION:

THIS DRAWING HAS BEEN PREPARED UNDER THE SUPERVISION OF:

*Erwin W. Gard*

ERWIN W. GARD, PLS-1449

DATE 11/2/05

10/28/05 - REV R/W LIMITS - EWG

<p>E. T. ARCHER CORPORATION D.B.A.</p> <h1>Archer</h1> <p>TOTAL PROJECT MANAGEMENT</p> <p>CORPORATE OFFICE: 3741 NE TROON DRIVE • LEE'S SUMMIT, MO 64064 Phone: 816-554-3019 Fax: 816-554-3061</p>	<p><b>PROPERTY DESCRIPTION</b></p> <p>KANSAS CITY AREA TRANSPORTATION AUTHORITY TRACT NO. 35</p> <p>JACKSON COUNTY, MISSOURI 85TH STREET IMPROVEMENTS KANSAS CITY, JACKSON COUNTY, MISSOURI</p> <p>DRAWING FILE: P:\99096111 85th &amp; Troost\dwg\0961prop.dwg [Prc135]</p>	<p>DATE 6/14/05</p> <p>DRAWN BY: E. Gard</p> <p>CHECKED BY: P. Keyhill</p> <p>PROJECT NO. 99096111</p> <p>DRAWING NO. 4 OF 5</p>
--	--	--

P:\99096111 85th Troost\dwg\0961prop.dwg 11/2/2005 11:08:40 AM TPERSON Stylus C86 Series 1.60

## PROPERTY DESCRIPTION:

### PERMANENT RIGHT-OF-WAY:

CONTAINING 40,012 SQ.FT. OR 0.9186 ACRES

ALL THAT PART OF A TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 1981-K-0504119 RECORDED IN BOOK K1108 AT PAGE 1134 IN THE RECORDER'S OFFICE OF JACKSON COUNTY AND SITUATED IN THE NE 1/4 OF SECTION 20-T.48-R.33, KANSAS CITY, JACKSON COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE KANSAS CITY AREA TRANSIT AUTHORITY RIGHT-OF-WAY AS DESCRIBED IN SAID DOCUMENT NUMBER 1981-K-0504119 WITH THE NORTH LINE OF THE SE 1/4, NE 1/4 OF SAID SECTION 20, SAID POINT BEING S 86°-02'-49" W, ALONG SAID NORTH LINE, 310.95 FEET FROM THE NE CORNER OF SAID SE 1/4, NE 1/4; THENCE S 77°-23'-18" E, ALONG SAID RIGHT-OF-WAY LINE, 173.29 FEET TO THE BACK EDGE OF THE PROPOSED SOUTHERLY CURB FOR 85TH STREET; THENCE WESTERLY, ALONG SAID BACK OF CURB ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1537.00 FEET AND AN INITIAL TANGENT BEARING OF S 88°-43'-25" W, AN ARC DISTANCE OF 119.02 FEET; THENCE WESTERLY, CONTINUING ALONG SAID CURB ON A CURVE TO THE RIGHT HAVING A RADIUS OF 682.33 FEET AND TANGENT TO THE LAST DESCRIBED CURVE, AN ARC DISTANCE OF 60.57 FEET; THENCE N 81°-45'-13" W, CONTINUING ALONG SAID CURB, 142.21 FEET; THENCE N 82°-53'-58" W, CONTINUING ALONG SAID CURB, 108.38 FEET; THENCE WESTERLY, CONTINUING ALONG SAID CURB ON A CURVE TO THE LEFT HAVING A RADIUS OF 1368.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 335.89 FEET; THENCE S 83°-01'-57" W, 72.79 FEET; THENCE WESTERLY, CONTINUING ALONG SAID CURB ON A CURVE TO THE LEFT HAVING A RADIUS OF 1468.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 77.69 FEET; THENCE S 80°-00'-01" W, CONTINUING ALONG SAID CURB, 58.30 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID CURB ON A CURVE TO THE LEFT HAVING A RADIUS OF 1358.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 41.16 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID CURB ON A CURVE TO THE LEFT HAVING A RADIUS OF 855.35 FEET AND TANGENT TO THE LAST DESCRIBED CURVE, AN ARC DISTANCE OF 58.33 FEET; THENCE S 74°-21'-23" W, CONTINUING ALONG SAID CURB, 54.08 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID CURB ON A CURVE TO THE LEFT HAVING A RADIUS OF 1921.01 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 56.38 FEET TO THE WEST LINE OF THE SE 1/4, NE 1/4 OF SAID SECTION 20; THENCE N 04°-48'-34" W, ALONG SAID WEST LINE, 8.90 FEET TO THE NW CORNER OF SAID SE 1/4, NE 1/4; THENCE N 04°-48'-34" W, ALONG THE WEST LINE OF THE NE 1/4, NE 1/4 OF SAID SECTION 20, 31.11 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KANSAS CITY AREA TRANSIT AUTHORITY; THENCE EASTERLY, ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1960.08 FEET AND AN INITIAL TANGENT BEARING OF N 72°-55'-41" E, AN ARC DISTANCE OF 1015.36 FEET; THENCE S 77°-23'-18" E, CONTINUING ALONG SAID LINE, 3.32 FEET TO THE POINT OF BEGINNING.

### SURVEYOR'S DECLARATION:

THIS DRAWING HAS BEEN PREPARED UNDER  
THE SUPERVISION OF:

ERWIN W. GARD, PLS-1449

DATE

10/28/05 - REV R/W LIMITS - EWG

E. T. ARCHER CORPORATION D.B.A.

# Archer

TOTAL PROJECT MANAGEMENT

CORPORATE OFFICE:  
3741 NE TROON DRIVE • LEE'S SUMMIT, MO 64064  
Phone: 816-554-3019 Fax: 816-554-3061

### PROPERTY DESCRIPTION

KANSAS CITY AREA TRANSPORTATION AUTHORITY  
TRACT NO. 35

JACKSON COUNTY, MISSOURI  
85TH STREET IMPROVEMENTS  
KANSAS CITY, JACKSON COUNTY, MISSOURI

DRAWING FILE:  
P:\99096111 85th & Troost\dwg\0961prop.dwg [Prc135]

DATE  
6/14/05

DRAWN BY:  
E. Gard

CHECKED BY:  
P. Keyhill

PROJECT NO.  
99096111

DRAWING NO.  
5 of 5

# Exhibit C

## Maintenance – Use Easement

### PROPERTY DESCRIPTION:

#### PERMANENT USE/MAINTENANCE EASEMENT:

CONTAINING 105,633 SQ.FT. OR 2.4250 ACRES

ALL THAT PART OF A TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 1981-K-0504119 RECORDED IN BOOK K1108 AT PAGE 1134 IN THE RECORDER'S OFFICE OF JACKSON COUNTY AND SITUATED IN THE NE 1/4 OF SECTION 20 AND THE NW 1/4 OF SECTION 21, T-48-R.33, KANSAS CITY, JACKSON COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: ALL OF THE NORTH 89.00 FEET OF SAID TRACT LYING WITHIN THE EAST 285.00 FEET OF THE WEST 440.00 FEET OF THE NE 1/4 OF SAID SECTION 20; AND ALL OF SAID TRACT LYING WITHIN THE EAST 240.00 FEET OF THE WEST 680.00 FEET OF THE NE 1/4 OF SAID SECTION 20; AND ALL OF THE NORTH 78.00 FEET OF SAID TRACT LYING WITHIN THE NE 1/4 OF SAID SECTION 20 EXCEPT THE WEST 680.00 FEET AND EXCEPT THE EAST 350.00 FEET OF SAID NE 1/4; AND ALL OF THE NORTH 69.00 FEET OF SAID TRACT LYING WITHIN THE EAST 350.00 FEET OF THE NE 1/4 OF SAID SECTION 20 EXCEPT THE EAST 40.00 FEET THEREOF; AND ALL OF SAID TRACT LYING WITHIN THE EAST 40.00 FEET OF THE NE 1/4 OF SAID SECTION 20 AND THE WEST 40.00 FEET OF THE NW 1/4 OF SAID SECTION 21; AND ALL OF THE NORTH 50.00 FEET OF SAID TRACT LYING WITHIN THE WEST 190.00 FEET OF THE NW 1/4 OF SAID SECTION 21 EXCEPT THE WEST 40.00 FEET THEREOF.

### SURVEYOR'S DECLARATION:

THIS DRAWING HAS BEEN PREPARED UNDER THE SUPERVISION OF:

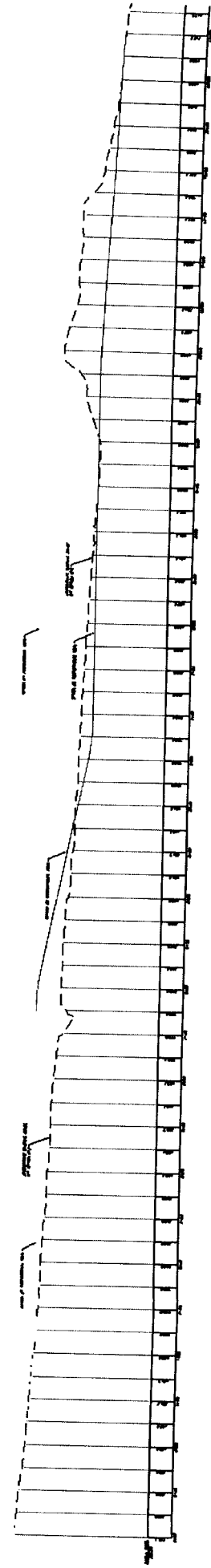
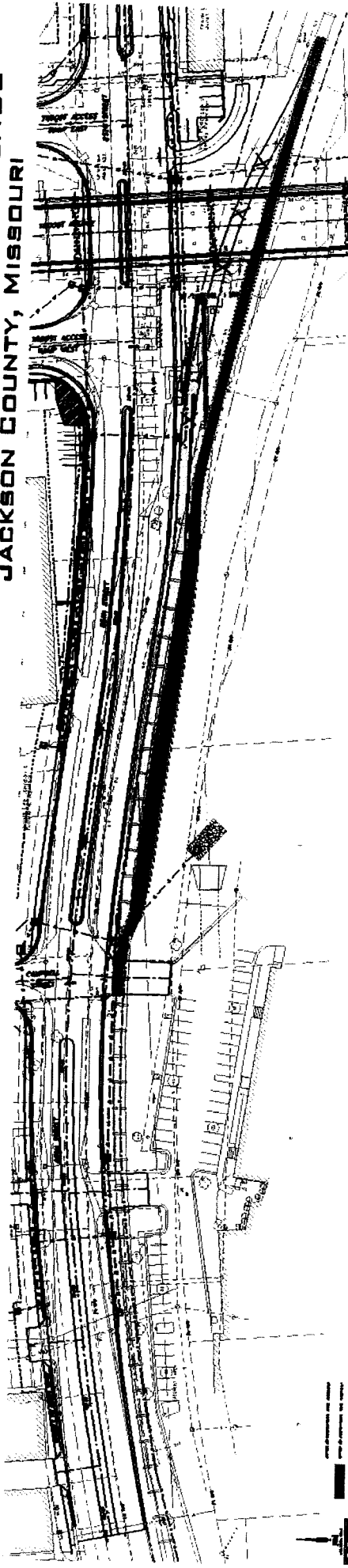
ERWIN W. GARD, PLS-1449      DATE

<p>E. T. ARCHER CORPORATION D.B.A.</p> <p><b>Archer</b></p> <p>TOTAL PROJECT MANAGEMENT</p> <p>CORPORATE OFFICE: 3741 NE TROON DRIVE • LEE'S SUMMIT, MO 64064 Phone: 816-554-3019      Fax: 816-554-3061</p>	<p><b>PROPERTY DESCRIPTION</b></p> <p>KANSAS CITY AREA TRANSPORTATION AUTHORITY TRACT NO. 35</p>	<p>DATE 6/14/05</p>
	<p>JACKSON COUNTY, MISSOURI 85TH STREET IMPROVEMENTS KANSAS CITY, JACKSON COUNTY, MISSOURI</p>	<p>DRAWN BY: E. Gard</p>
	<p>DRAWING FILE: P:\99096111 85th &amp; Troost\dwg\0961prop.dwg [Pret35]</p>	<p>CHECKED BY: P. Keyhill</p>
	<p>PROJECT NO. 99096111</p>	
<p>DRAWING NO. 6 OF 6</p>		

5/18/2006

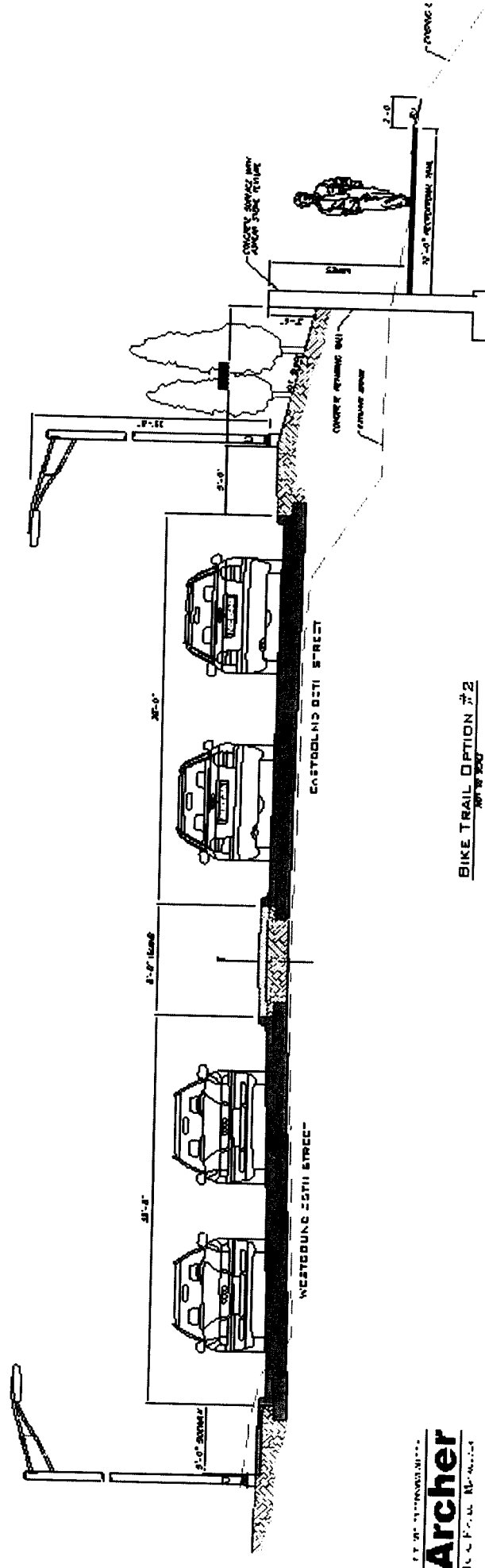
# Exhibit A-1

85TH STREET & TROOST AVENUE  
JACKSON COUNTY, MISSOURI





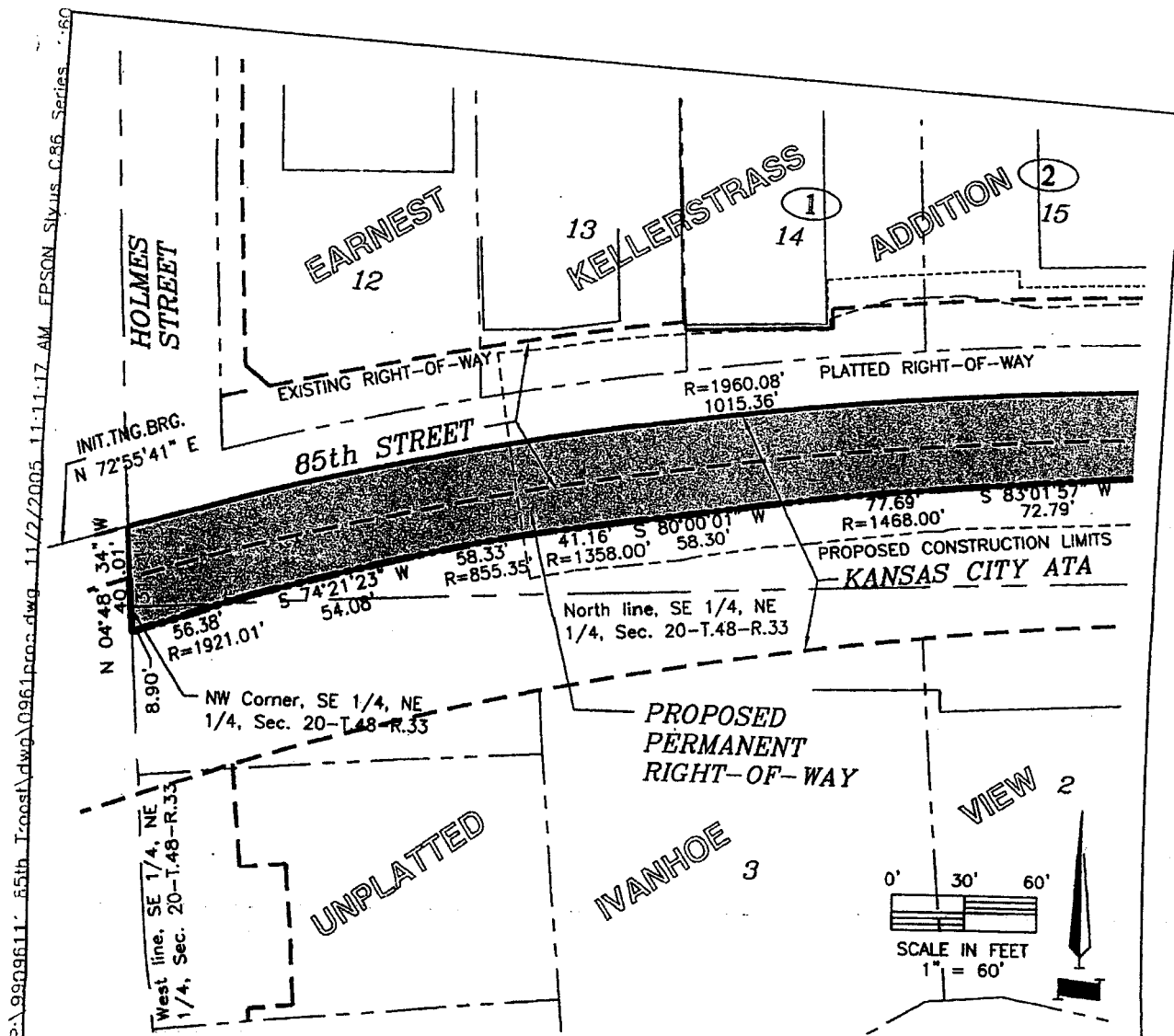
# Exhibit A-2



ARCHER  
ARCHER ENGINEERING  
ARCHER ENGINEERING

BIKE TRAIL OPTION #2  
NOT TO SCALE

# Exhibit B



## PROPERTY DESCRIPTION:

SEE SHEET 5 OF 5 FOR PROPERTY DESCRIPTION.

## SURVEYOR'S DECLARATION:

THIS DRAWING HAS BEEN PREPARED UNDER THE SUPERVISION OF:

*Erwin W. Gard*

ERWIN W. GARD, PLS. 1449  
DATE 6/12/05

10/28/05 - REV R/W LIMITS - EWG

E. T. ARCHER CORPORATION D.B.A.

# Archer

TOTAL PROJECT MANAGEMENT

CORPORATE OFFICE:  
3741 NE TROON DRIVE • LEE'S SUMMIT, MO 64064  
Phone: 816-554-3019 Fax: 816-554-3061

## PROPERTY DESCRIPTION

KANSAS CITY AREA TRANSPORTATION AUTHORITY  
TRACT NO. 35

JACKSON COUNTY, MISSOURI  
85TH STREET IMPROVEMENTS  
KANSAS CITY, JACKSON COUNTY, MISSOURI

DRAWING FILE:  
P:\99096111 85th & Troon\dwg\0961prop.dwg [Prc135]

DATE  
6/14/05

DRAWN BY:  
E. Gard

CHECKED BY:  
P. Keyhill

PROJECT NO.  
99096111

DRAWING NO.  
1 OF 5