

## DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **KANSAS CITY PROPERTIES & INVESTMENTS, LLC**, (“Developer”) and **THE CITY OF SMITHVILLE, MISSOURI**, a Missouri Corporation (“City”) as follows:

**WHEREAS**, Developer has developed its proposed subdivision known as Fairview Crossing North located east of US 169 Highway and south of Commercial Street in Smithville. The development includes 5 commercial lots, with access onto Commercial Street via its new Fairview Drive; and access to 169 via the new 147<sup>th</sup> Street. 147<sup>th</sup> Street also will include direct access to a proposed extension of Fairview Drive to the south, which eventually will extend to 144<sup>th</sup> Street. As a result of the combined use of the new 147<sup>th</sup> Street access to 169, certain additional requirements and limitations to that access have been imposed by MODOT.

**WHEREAS**, the City will make certain requirements for additional highway improvements to 169 to include a right turn lane for northbound 169 onto 147<sup>th</sup> Street in order for MODOT to issue permits for final construction and access of 147<sup>th</sup> Street to 169.

**WHEREAS**, it is in the best interest of both parties to enter into an agreement as to what improvements and obligations under the city’s subdivision code as well as MODOT standards will be required of Developer; and

**WHEREAS**, this Agreement is necessary to provide for the safety, health and general welfare of the public and to provide for the orderly development of City.

**NOW, THEREFORE**, in consideration of the foregoing recitals and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The terms of this agreement apply to the subdivision named Fairview Crossing North, as recorded in the Clay County office of Recorder of Deeds.
2. That in order to obtain permits to construct the access to 169 Highway from 147<sup>th</sup> Street, MODOT will require that developer also install a northbound, right-turn lane to the standards of construction in effect at the time construction is triggered by development in either Fairview Crossing North, or with development in Fairview Crossing. The trigger will be upon either: a commercial building permit in either subdivision (pending bank permit on Lot 3 excluded) or, any rezoning or subdividing of any of the current land in either subdivision. In the event of any rezoning or subdivision of the existing lots, MODOT will require a new trip generation report and their review will determine when such right-turn lane construction shall occur.
3. That the proposed work on the turn lane is subject to approval of the plans by MODOT, and developer agrees to meet the standards contained in the plans as approved by MODOT.
4. All work agreed to be performed by Developer in this Agreement shall be done only after receiving written notice from City to proceed. Notice to proceed shall not be given by the City until final construction plans have been approved by MODOT and the city.

5. In the event of default in this Agreement by either party, it is agreed that either party shall be entitled to equitable relief to require performance by the other party as well as for any damages incurred by the breach, including reasonable attorney fees.
6. This Agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing subject to the approval of both parties.
7. Any provision of this Agreement which is not enforceable according to law will be severed and the remaining provisions shall be enforced to the fullest extent permitted by law.
8. The undersigned represent that they each have the authority and capacity from the respective parties to execute this agreement.
9. This agreement shall not be effective until: (1) approved by Resolution duly enacted by the Board of Aldermen of Smithville, Missouri.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the date first above written.

**THE CITY OF SMITHVILLE, MISSOURI**

**ATTEST:**

By \_\_\_\_\_  
**Mayor**

\_\_\_\_\_

**KANSAS CITY PROPERTIES &  
INVESTMENTS, LLC**

By \_\_\_\_\_  
Shane Crees, Managing Member

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF CLAY        )

On the \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public, personally appeared Damien Boley, to me known, and who, being by me duly sworn, did say that he is the Mayor of Smithville, Missouri, and said instrument was signed and sealed on behalf of said City by authority of its Board of Aldermen and said Mayor acknowledges said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Clay County, Missouri, on the day and year last written above.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF CLAY        )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, to me known, and who, being by me duly sworn, did say that he/she is the managing Member of Kansas City Properties & Investments, LLC, and said instrument was signed and sealed on behalf of said Kansas City Properties & Investments, LLC by authority of its Board and he/she acknowledges said instrument to be the free act and deed of said Kansas City Properties & Investments, LLC.

Kansas City Properties & Investments, LLC

\_\_\_\_\_  
Managing Member

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Clay County, Missouri, on the day and year last written above.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_