

Final for Execution

**DEVELOPMENT AGREEMENT FOR THE
OSAGE RESIDENTIAL PROJECT**

THIS DEVELOPMENT AGREEMENT FOR THE OSAGE RESIDENTIAL DEVELOPMENT (“**Agreement**”) is made this 1st day of April, 2021, by and between Clayton Properties Group, Inc., a Tennessee corporation doing business as Summit Homes, (the “**Developer**”), and the City of Lee’s Summit, Missouri, a municipal corporation (“**City**”) (each is a “**Party**” and collectively the “**Parties**”).

WHEREAS, on December 3, 2019, the City Council concluded a public hearing for Application #PL2019-307 for a rezoning from AG and R-1 to RP-3 and a Preliminary Development Plan for the proposed Osage residential development, on approximately 32 acres located at the southwest corner of SW M-150 Highway and SW Pryor Road, on property legally described in **Exhibit A** (“**Property**”) which will be developed as the Osage residential development as shown in **Exhibit B**, a map of the preliminary development plan, which is expected to consist of 32 single-family lots, 22 two-family structures, 21 four-family structures and 16 common area tracts, along with related infrastructure (the “**Project**”);

WHEREAS, on December 10, 2019, the City Council approved Ordinance No. 8784 which approved the rezoning and preliminary development plan for the Osage development on the Property, and said ordinance in Section 2.1 required that the development shall comply with the recommendations of the Traffic Impact Analysis dated November 7, 2019, which set forth certain traffic improvements to be constructed by Developer for the Project;

WHEREAS, in satisfaction of the City Council's conditions of approval for Ordinance No. 8784, the Developer and the City now desire to enter into this Agreement;

WHEREAS, the Parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the transportation network of the City; and

WHEREAS, the Parties have freely negotiated in good faith and this Agreement reflects the desires of the Parties.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Words or terms not defined elsewhere in this Agreement shall have the following definitions:

“**Applicable Laws**” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, code, policy, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, requirement or decision of or agreement with or by any governmental authorities that may apply to the Improvements or the other matters in this Agreement.

“Certificate of Final Acceptance” shall have the meaning assigned in the Design and Construction manual as adopted by the City of Lee’s Summit.

“Certificate of Substantial Completion” as defined in the Design and Construction manual as adopted by the City of Lee’s Summit.

“City Engineer” shall mean the City Engineer or his/her designated representative.

“Developer” shall have the meaning as set forth on page 1.

“Development” means all of the site work and public and private development that is part of the Project.

“Improvements” shall have the meaning set forth in **Exhibit C**.

“Property” shall have the meaning set forth in **Exhibit A**.

“Staff” shall mean employees of the City of Lee’s Summit.

2. **Requirements for Improvements.** Unless otherwise specified herein, the provisions set forth in this Section shall be applicable to the financing, design, engineering and construction of the Improvements to be constructed by the Developer as required by this Agreement.

- A. **Requirement to design, engineer and construct.** The Developer, at its sole cost and expense, shall design, engineer and construct the Improvements.
- B. **Construction Costs.** All costs associated with Developer’s obligation to design, engineer and construct the Improvements shall be paid by the Developer. The parties agree that no payment shall be due from the City pursuant to the terms of this Agreement for the Improvements or the Project.
- C. **Applicable Standards and Approvals.** The Improvements shall be designed, engineered, constructed, placed into service and dedicated to the City in accordance with (i) the ordinances of the City, including, but not limited to, the City’s Unified Development Ordinance and the Design and Construction Manual then in effect at the time the Plans for the Improvements are submitted, (ii) any other applicable rules, requirements and standards established by the City, and (iii), subject to weather and other delays beyond the Developer’s reasonable control, the Project Schedule. All such work shall be done in good and workmanlike manner. The Developer shall be responsible for obtaining approval for any portion of the Improvements that require approval of another jurisdiction. The City agrees to cooperate in good faith with the Developer in obtaining said required approvals from other jurisdictions for the Improvements.
- D. **Fire Department Access.** The Developer shall comply with applicable Fire Code requirements to ensure that the Fire Department has access to the Property at all

times while construction is underway by means of a hard surface for fire truck access.

- E. Schedule. Prior to the construction of the Improvements the Developer shall submit to the City Engineer a proposed project schedule for the Improvements to be constructed by the Developer. No permits will be issued for the Development until the schedule has been reviewed by the City Engineer and Staff of departments directly impacted by the timing of the Improvements. If conflicts with the schedule are determined, Staff shall return the schedule with comments, to be resubmitted by the Developer. The Developer shall be notified once it is determined that no conflicts exist with the schedule. The approved project schedule (the “**Project Schedule**”) shall be incorporated into this Agreement by addendum, and no action of the City Council will be required to incorporate the schedule.
- F. Design Phase. The Developer shall submit all preliminary design documents to the City for approval before proceeding with the construction of the applicable Improvements. On the basis of such approved preliminary design documents, the Developer shall:
- (1) Prepare detailed drawings, plans, design data, and estimates to show the character and scope of the work to be performed by contractors for all Improvements (“**Plans**”).
 - (2) Furnish to the City Engineer copies of such Plans and other documents and design data as may be required to secure approval of such governmental authorities as may have jurisdiction over design criteria applicable to the Improvements.
 - (3) Furnish the number of approval copies of the final Plans for the Improvements as the City may require.
 - (4) Ensure that the Plans conform to all Applicable Laws.
 - (5) All final Plans shall be presented to the City Engineer for approval, and no action of the City Council will be required to incorporate the final Plans into this Agreement.
- G. Construction. The Developer will construct all the Improvements set forth in **Exhibit C** according to the approved Plans. The Developer shall maintain, at its sole cost and expense, the Improvements until such time as said Improvements are accepted by the City Engineer pursuant to Section 2.K, “Dedication” of this Agreement or another governmental entity. The Developer shall not do or permit others, by contract or otherwise, to do any work related to the construction of the Improvements until the Developer has paid for all applicable required City and other governmental required permits and authorizations.
- H. Right of Way Acquisition.

- (1) The Developer shall be responsible for acquiring or negotiating for the donation of all right-of-way or easements that are needed to construct the Improvements, including all necessary temporary construction easements.
 - (2) In the event that the Developer is unable, after good faith negotiations, to acquire some or all of the right-of-way or easements necessary for those Improvements over which the City exercises jurisdiction, the Developer may submit a request to the City in the manner prescribed by **Section 27 (Notice)** below requesting that the City use its authority to acquire the property interests necessary for the Improvements. The City will respond to such a request within thirty (30) days of receipt of same, and in such response the City will indicate whether it agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction. The City is not obligated to use its authority to assist in the acquisition of property interests necessary for the Improvements.
 - (3) In the event the City agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction, prior to beginning any work to acquire said right-of-way or easements, the Developer shall first execute an Acquisition Funding Agreement with the City which provides for the terms and conditions under which the Developer will place all estimated Acquisition Costs in escrow with the City prior to commencement of condemnation for right-of-way or easements. The Acquisitions Costs shall include, but shall not be limited to: the actual price paid for all right-of-way or easements, whether determined by negotiation or eminent domain; expenses related to the establishment of acquisition values of right-of-way or easements, including appraisals; legal fees, other expenses paid to third parties, and expenses incurred by the City related to acquisition of right-of-way or easements, whether through negotiation or eminent domain; and any other reasonable and necessary costs or expenses related to acquisition of the right-of-way or easements. The Acquisition Funding Agreement shall obligate the Developer to reimburse the City in full for all Acquisition Costs that result from the City's use of its authority to acquire any portion of the Improvements.
 - (4) The Developer shall dedicate or convey, as applicable, to the City, at no cost to the City, all property interests owned by the Developer which are necessary for the Improvements.
- I. Utility Relocation. The Parties agree that all costs associated with relocating any existing utilities from any existing public or private easement, as a result of construction of the Improvements, shall be paid by the Developer, or applicable utility, and are not the responsibility of the City. The Parties agree that all costs associated with relocating any existing utilities from any existing right-of-way as a

result of construction of the Improvements, which are not paid by a utility company, shall be paid by the Developer and are not the responsibility of the City.

- J. Inspections and Revisions. The Developer agrees to permit City employees, agents and contractors to inspect, observe, and oversee the construction of all Improvements in order to ascertain and determine that the standards of the City have been met. The Developer shall obtain the City Engineer's approval of all revisions materially altering the design or specifications of the Improvements.
 - K. Dedication. Upon completion, inspection and approval of the Improvements that are within the jurisdiction of the City, the Developer will dedicate the applicable Improvements to the City, for its use, operation and maintenance. The City shall be under no obligation to accept the dedication or conveyance of any Improvements constructed pursuant to this Agreement until it has been inspected and approved to the satisfaction of the City Engineer. Upon written notice of the inspection and approval of the City Engineer, the Developer agrees to convey all the Improvements to the City free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the opinion of the City Attorney, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar. The City acknowledges that the right of the Developer in the Improvements is subject to any liens and encumbrances on the Property entered into by the Developer, and any such lienholder shall possess all rights to enjoy the Improvements as may be possessed by the Developer and intended for the Property, but the Developer shall not specifically enter into any lien or encumbrance that gives any entity rights to the Improvements dedicated to the City other than the right to use said Improvements as intended for the Property.
3. Timing of Issuance of Certificates of Occupancy. Temporary Certificates of Occupancy for the Project shall not be issued until the Improvements set forth in **Exhibit C** have been substantially completed, as memorialized by the City's issuance of a Certificate of Substantial Completion for the Improvements. Final Certificates of Occupancy for the Project will not be issued until a Certificate of Final Acceptance has been issued for all Improvements described in **Exhibit C**.
4. Indemnification.
- A. General Indemnity. The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, or omission of the Developer or its officers, agents, employees, or subcontractors, to the extent such loss or injury arises out of or is related to the performance of this Agreement by Developer; provided, however, that the

Developer need not save harmless the City from claims, demands, losses and expenses arising out of or to the extent caused by the sole negligence, or willful misconduct of the City, its employees or agents on claims arising after the expiration of the three year maintenance bond referenced in Section 6.C. below. This indemnification obligation shall survive the termination or expiration of this Agreement.

- B. No Limitations or Waiver. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for the Developer under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by the Developer. The City does not, and shall not, waive any rights against the Developer which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by the Developer, of any of the insurance policies described in this Agreement. In addition, the Parties agree that this indemnification by the Developer shall not be limited by reason of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
 - C. Notification of Claims. With respect to any claims which are subject to indemnity hereunder, the Developer shall immediately notify the City of any and all claims filed against the Developer or the Developer and the City jointly, and shall provide the City with a copy of the same. Such notice shall be given in the manner prescribed by **Section 27** of this Agreement.
 - D. Use of Independent Contractors. The fact that the Developer carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, the Developer's duty of defense and indemnification under this section.
- 5. Insurance. Developer shall comply with the Construction Insurance requirements of the City's Standard Insurance and Indemnifications Requirements (the "**Insurance Requirements**") as approved by the City Attorney pursuant to Section 26-221 of the City Code.
 - 6. Bonds. The Developer shall, or shall ensure that its contractors shall, provide for the following bonds for the Improvements constructed by the Developer and dedicated to the City.
 - A. Performance Bond. Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Performance Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract.

The Performance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.

- B. Payment Bonds. Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Payment Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful payment of the provisions, terms and conditions of the construction contract. The Payment Bond shall name the City as an additional obligee and copies of certificates of such bond shall be delivered to the City.
 - C. Maintenance Bonds. Prior to acceptance and dedication of the Improvements, the Developer shall, or shall ensure that its contractors shall, provide a Maintenance Bond in a form approved by the City Attorney, in an amount equal to fifty percent (50%) of the cost of the Improvements as approved by the City Engineer, which shall be in effect for a term of three (3) years from the date that the City issues a Certificate of Substantial Completion for such Improvements covered by the bond. The Maintenance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
 - D. Indemnity for Failure to Provide Bonds. The Developer shall indemnify the City and its officers and employees for any damage or loss incurred or sustained by the City, its officers or employees, as a result of the failure of the Developer or its contractors to provide the bonds set forth in this Section.
7. Prevailing Wage. To the extent required by law, the Developer, and all contractors and subcontractors performing work for or on behalf of the Developer with respect to the Improvements, shall pay wages in accordance with, and in all respects comply with, Missouri's Prevailing Wage Law (Sections 290.210 to 290.340, RSMo.) and all other laws relating to the payment of wages. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City with regard to the failure of the Developer or any contractor or subcontractor to pay prevailing wages as required by law or this Agreement. The Developer shall submit sufficient information to the City's Director of Finance to allow Staff to verify that the Developer, and its contractors and subcontractors, have complied with prevailing wage laws and regulations.
8. Remedies. Each Party to this Agreement agrees that if it fails to perform when due any act required by this Agreement to be performed, then, in addition to whatever other remedies are available to the non-defaulting Parties hereto, the non-defaulting Party shall have the right to enforce specific performance of this Agreement against the defaulting Party, and such non-defaulting Party shall, to the extent permitted by law, be entitled to its reasonable costs, attorneys' fees and court costs in connection with such enforcement.

9. **Rights and Remedies Non-Exclusive.** No right or remedy conferred upon or reserved to any Party in this Agreement is intended to be exclusive of any rights or remedies, and each and every right and remedy shall be cumulative and shall be in addition to every right and remedy given now or hereafter existing at law or in equity.
10. **Non-Waiver.** No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
11. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of the State of Missouri.
12. **Venue.** In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, and the Parties expressly waive any rights to venue inconsistent therewith.
13. **City Requirements and Prior Approval.** The Developer agrees to comply with all Applicable Laws, including, but not limited to, the City's [Unified Development Ordinance](#), the [Design and Construction Manual](#), and all planning or infrastructure requirements applicable to the development of the Property. The Developer acknowledges and agrees that the City is not, and shall not be, in any way liable for damages, losses or injuries that may be sustained as a result of the City's review and approval of any Plans or Plats of or relating to the Development, the Property or the Improvements, or as a result of the issuance of any approvals, permits, certificates or acceptances for the development or use of any portion of the Development, the Property or the Improvements. The Developer further acknowledges and agrees that the City's review and approval of any such Plans or Plats and the issuance of any such approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, licensees or any third Party, against damage or injury of any kind at any time. The Parties agree that execution of this Agreement in no way constitutes a waiver of any requirements or applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development.
14. **Recording and Binding Effect.** No building permits shall be issued for any structure in the Project until this Agreement has been fully executed. The City shall file a copy of this Agreement or a memorandum of this Agreement in the office of the Recorder of Deeds for Jackson County, Missouri ("**Office**"). This Agreement shall run with the land and be binding on and inure to the benefit of the Parties and their respective legal representatives, successors in interest, successors and assigns. Upon the City's issuance of a Certificate of Final Acceptance, at the request of Developer or its successors or assigns, the City Manager shall execute, on behalf of the City, a document suitable for recording in the Office, in such form as is approved by the City Attorney that acknowledges the completion of the Developer's obligations under the Agreement.

The City acknowledges that the Developer may enter into one or more lending relationships to develop the Property and as such, agrees to provide any such lender a

security interest in this Agreement, in form and substance as reasonably requested by the lender, so long as such security agreement does not interfere with or encumber the dedication of the Improvements to the City.

15. **Time of Essence.** Time is of the essence with respect to the duties and obligations set forth herein.
16. **Estoppel Letter.** Upon request by Developer, the City shall prepare and deliver to Developer an estoppel letter confirming for the benefit of any purchaser or lender whether the Developer is or is not in default under this Agreement and verifying the status of Developer's performance of its obligations under this Agreement.
17. **Representations.** The Developer represents that it owns or leases the Property described in **Exhibit A** on the date that this Agreement is executed. Each Party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions; and (d) has not assigned or transferred any claim against the other Party that is the subject of this Agreement. The Parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the public services provided by the City and other public jurisdictions and on facilities that are constructed and maintained by the City and other public jurisdictions.
19. **No Waiver of Breach.** No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
20. **Rules of Construction.** Each Party to this Agreement has received independent legal advice from its attorneys of choice with respect to entering this Agreement and the advisability of agreeing to the provisions herein. Because each Party has had its respective legal counsel review the terms of this Agreement, the normal rules of construction to the effect that any ambiguities in its terms be resolved against the drafting Party shall not be employed with regard to issues of its validity, interpretation, performance or enforcement.
21. **Assignment.** The Agreement may not be assigned or transferred, in whole or part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other Party, which consent shall not be unreasonably withheld. The Developer shall request the assignment of the Agreement, with the consent of the City, to any person, firm, corporation, or entity to which any ownership interest in the Property is transferred after the date of execution of this Agreement, except that no such request is required for Developer's conveyance of the Property to the City pursuant to a Land Clearance for Redevelopment Authority Plan.
22. **Entire Agreement.** This Agreement and the acts provided for herein is the entire agreement between the Parties with respect to the subject matter hereof, the terms and

provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all Parties.

23. **Exhibits.** All Exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.
24. **Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to modify, expand or limit the scope of any provision of the Agreement.
25. **Severability.** Any provision of this Agreement which is not enforceable according to law will be severed from this Agreement, and the remaining provisions shall be enforced to the fullest extent permitted by law.
26. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
27. **Notice.** Any notice required by this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:

City Manager
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

With a copy to:

City Attorney
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

Director of Development Services
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

Notices to Developer shall be addressed to:

Bradley Kempf
Clayton Properties Group, Inc. dba Summit Homes
120 SE 3rd St
Lee's Summit, MO 64082

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the date first above written.

CITY OF LEE'S SUMMIT, MISSOURI


Stephen A. Arbo, *City Manager*

Attest:

for 
Trisha Fowler Arcuri, *City Clerk*

Approved as to form:


David Bushek, *Chief Counsel of
Economic Development & Planning*

Notary for City of Lee's Summit

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

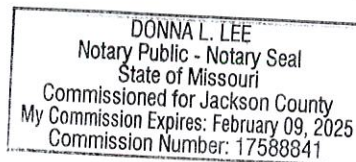
BE IT REMEMBERED, that on this 1st day of April, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen A. Arbo, the City Manager of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such persons 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 official seal, the day and year last above written.


NOTARY PUBLIC

My Commission Expires:

02-09-2025



Clayton Properties Group, Inc.

By: Bradley Kempf
Name: BRADLEY KEMPF
Title: ASSISTANT SECRETARY

Notary for Clayton Properties Group, Inc.

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 9th day of March, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Bradley Kempf, an officer of Clayton Properties Group, Inc., who is personally known to me to be the same person who executed the within instrument on behalf of said corporation and such person duly acknowledged the execution of the same to be his/her the act and deed of the corporation.

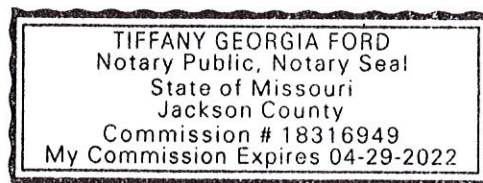
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Tiffany Georgia Ford
NOTARY PUBLIC

My Commission Expires:

4/29/2022

[SEAL]



Final for Execution

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 35, Township 47 North, Range 32 West of the 5th Principal Meridian, including part of Lots 1, 2 and 3, SALVAGGIO'S RANCH, a subdivision of land, all in Lee's Summit, Jackson County, Missouri being bounded and described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 35; thence South 02°08'00" West, along the East line of said Northeast Quarter, 658.78 feet to the Southeast corner of the North Half of the Northeast Quarter of the Northeast Quarter of said Section 35; thence North 88°08'29" West, along the South line of said North Half, 50.00 feet to the Southeast Corner of said Lot 3, said point also being on the Westerly right of way line of SW Pryor Road as now established and the Point of Beginning of the tract of land to be herein described; thence South 88°08'29" East, along said North Line and along said Westerly right of way line, 10.00 feet; to the Westerly right of way line of said SW Pryor Road as established by Document 1963I814460, in Book 1634, at page 487, being on a line that 40.00 West of and parallel with the East line of the Northeast Quarter of said Section 35; thence South 02°08'00" West, along last said Westerly right of way line and said parallel line, 658.80 feet to a point on the South line of the Northeast Quarter of the Northeast Quarter of said Section 35; thence North 88°09'45" West, along said South line, 1280.31 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 35; thence North 02°10'22" East, along the West line of the Northeast Quarter of the Northeast Quarter of said Section 35, 659.27 feet to the Southwest corner of the North Half of the Northeast Quarter of the Northeast Quarter of said Section 35; thence South 88°08'29" East, along the South line of said North Half of the Northeast Quarter of the Northeast Quarter of said Section 35, 329.96 feet to the Southwest corner of the East Half of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of said Section 35; thence North 02°09'46" East, along the West line of East Half of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of said Section 35, 558.45 feet to a point on the Southerly right of way line of Missouri State Highway No. 150 as established by Document 2009E0064160, being 80.00 feet right of centerline Station 316+29.79 (Station 316+29.51 Deed); thence South 88°11'07" East, along said Southerly right of way line 170.21 feet to a point that is 80.00 feet right of centerline Station 318+00.00; thence South 58°26'25" East, along said Southerly right of way line, 40.31 feet to a point that is 100.00 feet right of centerline Station 318+35.00; thence South 88°11'07" East, along said Southerly right of way line, 30.00 feet to a point that is 100.00 feet right of centerline Station 318+65.00; thence North 76°55'17" East, along said Southerly right of way line, 97.27 feet to a point on the Southerly right of way line of Missouri State Highway No. 150 as established by Document 2009E0006361, being 75.00 feet right of centerline Station 319+59.00; thence South 88°11'07" East, along said Southerly right of way line, 126.00 feet to a point that is 75.00 feet right of centerline Station 320+85.00; thence North 85°28'29" East, along said Southerly right of way line, 90.55 feet to a point that is 65.00 feet right of centerline Station 321+75.00; thence South 88°11'07" East, along said Southerly right of way line and along the Southerly right of way line of Missouri State Highway No. 150 as established by Document 2009E0006351, 175.00 feet to a point that is 65.00 feet right of centerline Station 323+50.00; thence South 82°44'41" East, along said Southerly right of way line, 105.48 feet to a point that is 75.00 feet right of centerline Station 324+55.00; thence South 88°11'07" East, along said Southerly right of way line, 45.00 feet to a point that is 75.00 feet right of centerline Station 325+00.00; thence South 49°40'27" East, along said Southerly right of way line, 88.33 feet to a point that is 130.00 feet right of centerline Station 325+69.12 (Station 325+69.30 Deed), said point also being on the East line of said Lot 2, SALVAGGIO'S RANCH and on the West right of way of said SW Pryor Road as now established; thence South 02°08'00" West, along said East lot line and said West right of way line, 509.17 feet to the Point of Beginning. Containing 1,370,951 square feet or 31.473 acres, more or less.

EXHIBIT B

MAP OF THE PRELIMINARY DEVELOPMENT PLAN

[Attached]

TABLE 1: SUMMARY OF PROPOSED IMPROVEMENTS

ITEM	LOCATION	TYPE	QUANTITY	UNIT	EST. COST
1	SW PLYOR ROAD	ASPHALT	100	LINEAL FEET	\$10,000
2	SW PLYOR ROAD	CONCRETE	50	LINEAL FEET	\$5,000
3	SW PLYOR ROAD	PAVEMENT	200	SQ. YARDS	\$20,000
4	SW PLYOR ROAD	PAVEMENT	100	SQ. YARDS	\$10,000
5	SW PLYOR ROAD	PAVEMENT	50	SQ. YARDS	\$5,000
6	SW PLYOR ROAD	PAVEMENT	25	SQ. YARDS	\$2,500
7	SW PLYOR ROAD	PAVEMENT	12.5	SQ. YARDS	\$1,250
8	SW PLYOR ROAD	PAVEMENT	6.25	SQ. YARDS	\$625
9	SW PLYOR ROAD	PAVEMENT	3.125	SQ. YARDS	\$312.50
10	SW PLYOR ROAD	PAVEMENT	1.5625	SQ. YARDS	\$156.25
11	SW PLYOR ROAD	PAVEMENT	0.78125	SQ. YARDS	\$78.125
12	SW PLYOR ROAD	PAVEMENT	0.390625	SQ. YARDS	\$39.0625
13	SW PLYOR ROAD	PAVEMENT	0.1953125	SQ. YARDS	\$19.53125
14	SW PLYOR ROAD	PAVEMENT	0.09765625	SQ. YARDS	\$9.765625
15	SW PLYOR ROAD	PAVEMENT	0.048828125	SQ. YARDS	\$4.8828125
16	SW PLYOR ROAD	PAVEMENT	0.0244140625	SQ. YARDS	\$2.44140625
17	SW PLYOR ROAD	PAVEMENT	0.01220703125	SQ. YARDS	\$1.220703125
18	SW PLYOR ROAD	PAVEMENT	0.006103515625	SQ. YARDS	\$0.6103515625
19	SW PLYOR ROAD	PAVEMENT	0.0030517578125	SQ. YARDS	\$0.30517578125
20	SW PLYOR ROAD	PAVEMENT	0.00152587890625	SQ. YARDS	\$0.152587890625
21	SW PLYOR ROAD	PAVEMENT	0.000762939453125	SQ. YARDS	\$0.0762939453125
22	SW PLYOR ROAD	PAVEMENT	0.0003814697265625	SQ. YARDS	\$0.03814697265625
23	SW PLYOR ROAD	PAVEMENT	0.00019073486328125	SQ. YARDS	\$0.019073486328125
24	SW PLYOR ROAD	PAVEMENT	9.53674609375E-05	SQ. YARDS	\$9.53674609375E-05
25	SW PLYOR ROAD	PAVEMENT	4.768373046875E-05	SQ. YARDS	\$4.768373046875E-05
26	SW PLYOR ROAD	PAVEMENT	2.3841865234375E-05	SQ. YARDS	\$2.3841865234375E-05
27	SW PLYOR ROAD	PAVEMENT	1.19209326171875E-05	SQ. YARDS	\$1.19209326171875E-05
28	SW PLYOR ROAD	PAVEMENT	5.96046630859375E-06	SQ. YARDS	\$5.96046630859375E-06
29	SW PLYOR ROAD	PAVEMENT	2.980233154296875E-06	SQ. YARDS	\$2.980233154296875E-06
30	SW PLYOR ROAD	PAVEMENT	1.4901165771484375E-06	SQ. YARDS	\$1.4901165771484375E-06
31	SW PLYOR ROAD	PAVEMENT	7.4505828857421875E-07	SQ. YARDS	\$7.4505828857421875E-07
32	SW PLYOR ROAD	PAVEMENT	3.72529144287109375E-07	SQ. YARDS	\$3.72529144287109375E-07
33	SW PLYOR ROAD	PAVEMENT	1.862645721435546875E-07	SQ. YARDS	\$1.862645721435546875E-07
34	SW PLYOR ROAD	PAVEMENT	9.313228607177734375E-08	SQ. YARDS	\$9.313228607177734375E-08
35	SW PLYOR ROAD	PAVEMENT	4.6566143035888671875E-08	SQ. YARDS	\$4.6566143035888671875E-08
36	SW PLYOR ROAD	PAVEMENT	2.32830715179443359375E-08	SQ. YARDS	\$2.32830715179443359375E-08
37	SW PLYOR ROAD	PAVEMENT	1.164153575897216796875E-08	SQ. YARDS	\$1.164153575897216796875E-08
38	SW PLYOR ROAD	PAVEMENT	5.820767879486083984375E-09	SQ. YARDS	\$5.820767879486083984375E-09
39	SW PLYOR ROAD	PAVEMENT	2.9103839397430419921875E-09	SQ. YARDS	\$2.9103839397430419921875E-09
40	SW PLYOR ROAD	PAVEMENT	1.45519196987152099609375E-09	SQ. YARDS	\$1.45519196987152099609375E-09
41	SW PLYOR ROAD	PAVEMENT	7.27595984935760498046875E-10	SQ. YARDS	\$7.27595984935760498046875E-10
42	SW PLYOR ROAD	PAVEMENT	3.637979924678802490234375E-10	SQ. YARDS	\$3.637979924678802490234375E-10
43	SW PLYOR ROAD	PAVEMENT	1.8189899623394012451171875E-10	SQ. YARDS	\$1.8189899623394012451171875E-10
44	SW PLYOR ROAD	PAVEMENT	9.0949498116970062255859375E-11	SQ. YARDS	\$9.0949498116970062255859375E-11
45	SW PLYOR ROAD	PAVEMENT	4.54747490584850311279296875E-11	SQ. YARDS	\$4.54747490584850311279296875E-11
46	SW PLYOR ROAD	PAVEMENT	2.273737452924251556396484375E-11	SQ. YARDS	\$2.273737452924251556396484375E-11
47	SW PLYOR ROAD	PAVEMENT	1.1368687264621257781982421875E-11	SQ. YARDS	\$1.1368687264621257781982421875E-11
48	SW PLYOR ROAD	PAVEMENT	5.6843436323106288909912109375E-12	SQ. YARDS	\$5.6843436323106288909912109375E-12
49	SW PLYOR ROAD	PAVEMENT	2.84217181615531444549560546875E-12	SQ. YARDS	\$2.84217181615531444549560546875E-12
50	SW PLYOR ROAD	PAVEMENT	1.421085908077657222747802734375E-12	SQ. YARDS	\$1.421085908077657222747802734375E-12
51	SW PLYOR ROAD	PAVEMENT	7.105429540388286113739013671875E-13	SQ. YARDS	\$7.105429540388286113739013671875E-13
52	SW PLYOR ROAD	PAVEMENT	3.5527147701941430568695068359375E-13	SQ. YARDS	\$3.5527147701941430568695068359375E-13
53	SW PLYOR ROAD	PAVEMENT	1.77635738509707152843475341796875E-13	SQ. YARDS	\$1.77635738509707152843475341796875E-13
54	SW PLYOR ROAD	PAVEMENT	8.88178692548535764217376708984375E-14	SQ. YARDS	\$8.88178692548535764217376708984375E-14
55	SW PLYOR ROAD	PAVEMENT	4.440893462742678821086883544921875E-14	SQ. YARDS	\$4.440893462742678821086883544921875E-14
56	SW PLYOR ROAD	PAVEMENT	2.2204467313713394105434417724609375E-14	SQ. YARDS	\$2.2204467313713394105434417724609375E-14
57	SW PLYOR ROAD	PAVEMENT	1.11022336568566970527172088623046875E-14	SQ. YARDS	\$1.11022336568566970527172088623046875E-14
58	SW PLYOR ROAD	PAVEMENT	5.55111682842834852635860443115234375E-15	SQ. YARDS	\$5.55111682842834852635860443115234375E-15
59	SW PLYOR ROAD	PAVEMENT	2.775558414214174263179302215576171875E-15	SQ. YARDS	\$2.775558414214174263179302215576171875E-15
60	SW PLYOR ROAD	PAVEMENT	1.3877792071070871315896511077880859375E-15	SQ. YARDS	\$1.3877792071070871315896511077880859375E-15
61	SW PLYOR ROAD	PAVEMENT	6.9388960355354356579482555389404296875E-16	SQ. YARDS	\$6.9388960355354356579482555389404296875E-16
62	SW PLYOR ROAD	PAVEMENT	3.46944801776771782897412776947021484375E-16	SQ. YARDS	\$3.46944801776771782897412776947021484375E-16
63	SW PLYOR ROAD	PAVEMENT	1.73472400888385891448706388473510724609375E-16	SQ. YARDS	\$1.73472400888385891448706388473510724609375E-16
64	SW PLYOR ROAD	PAVEMENT	8.673620044419294572235319423675536171875E-17	SQ. YARDS	\$8.673620044419294572235319423675536171875E-17
65	SW PLYOR ROAD	PAVEMENT	4.3368100222096472861176597118377680859375E-17	SQ. YARDS	\$4.3368100222096472861176597118377680859375E-17
66	SW PLYOR ROAD	PAVEMENT	2.16840501110482364305882985591888404296875E-17	SQ. YARDS	\$2.16840501110482364305882985591888404296875E-17
67	SW PLYOR ROAD	PAVEMENT	1.084202505552411821529414927959442021484375E-17	SQ. YARDS	\$1.084202505552411821529414927959442021484375E-17
68	SW PLYOR ROAD	PAVEMENT	5.4210125277760591076145746397972101224609375E-18	SQ. YARDS	\$5.4210125277760591076145746397972101224609375E-18
69	SW PLYOR ROAD	PAVEMENT	2.710506263888029553807287319898605061224609375E-18	SQ. YARDS	\$2.710506263888029553807287319898605061224609375E-18
70	SW PLYOR ROAD	PAVEMENT	1.35525313194401477690364365994930253061224609375E-18	SQ. YARDS	\$1.35525313194401477690364365994930253061224609375E-18
71	SW PLYOR ROAD	PAVEMENT	6.776265659720073884501821829974512653061224609375E-19	SQ. YARDS	\$6.776265659720073884501821829974512653061224609375E-19
72	SW PLYOR ROAD	PAVEMENT	3.38813282986003694225091091498725632653061224609375E-19	SQ. YARDS	\$3.38813282986003694225091091498725632653061224609375E-19
73	SW PLYOR ROAD	PAVEMENT	1.6940664149300184711254554574936281632653061224609375E-19	SQ. YARDS	\$1.6940664149300184711254554574936281632653061224609375E-19
74	SW PLYOR ROAD	PAVEMENT	8.47033207465009235562727728746814081632653061224609375E-20	SQ. YARDS	\$8.47033207465009235562727728746814081632653061224609375E-20
75	SW PLYOR ROAD	PAVEMENT	4.2351660373250461778136386437340704081632653061224609375E-20	SQ. YARDS	\$4.2351660373250461778136386437340704081632653061224609375E-20
76	SW PLYOR ROAD	PAVEMENT	2.117583018662523088906819321867035204081632653061224609375E-20	SQ. YARDS	\$2.117583018662523088906819321867035204081632653061224609375E-20
77	SW PLYOR ROAD	PAVEMENT	1.05879150933126154445340966093351760204081632653061224609375E-20	SQ. YARDS	\$1.05879150933126154445340966093351760204081632653061224609375E-20
78	SW PLYOR ROAD	PAVEMENT	5.293957546656307722267048304667588010204081632653061224609375E-21	SQ. YARDS	\$5.293957546656307722267048304667588010204081632653061224609375E-21
79	SW PLYOR ROAD	PAVEMENT	2.64697877332815386113352415233379400510204081632653061224609375E-21	SQ. YARDS	\$2.64697877332815386113352415233379400510204081632653061224609375E-21
80	SW PLYOR ROAD	PAVEMENT	1.323489386664076930566762076166897002510204081632653061224609375E-21	SQ. YARDS	\$1.323489386664076930566762076166897002510204081632653061224609375E-21
81	SW PLYOR ROAD	PAVEMENT	6.617446933320384652833810380834485012510204081632653061224609375E-22	SQ. YARDS	\$6.617446933320384652833810380834485012510204081632653061224609375E-22
82	SW PLYOR ROAD	PAVEMENT	3.3087234666601923264169051904172425062510204081632653061224609375E-22	SQ. YARDS	\$3.3087234666601923264169051904172425062510204081632653061224609375E-22
83	SW PLYOR ROAD	PAVEMENT	1.65436173333009616320845259520862125312510204081632653061224609375E-22	SQ. YARDS	\$1.65436173333009616320845259520862125312510204081632653061224609375E-22
84	SW PLYOR ROAD	PAVEMENT	8.27180866665048081604226297604310626562510204081632653061224609375E-23	SQ. YARDS	\$8.27180866665048081604226297604310626562510204081632653061224609375E-23
85	SW PLYOR ROAD	PAVEMENT	4.135904333325240408021131488021553132812510204081632653061224609375E-23	SQ. YARDS	\$4.135904333325240408021131488021553132812510204081632653061224609375E-23
86	SW PLYOR ROAD	PAVEMENT	2.067952166662620204010565744010776564062510204081632653061224609375E-23	SQ. YARDS	\$2.067952166662620204010565744010776564062510204081632653061224609375E-23
87	SW PLYOR ROAD	PAVEMENT	1.03397608333131010200528287200538828120312510204081632653061224609375E-23	SQ. YARDS	\$1.03397608333131010200528287200538828120312510204081632653061224609375E-23
88	SW PLYOR ROAD	PAVEMENT	5.16988041665655051000264143600269140601562510204081632653061224609375E-24	SQ. YARDS	\$5.16988041665655051000264143600269140601562510204081632653061224609375E-24
89	SW PLYOR ROAD	PAVEMENT	2.584940208328275250001320718001345703007812510204081632653061224609375E-24	SQ. YARDS	\$2.584940208328275250001320718001345703007812510204081632653061224609375E-24
90	SW PLYOR ROAD	PAVEMENT	1.2924701041641376250006603590006728515039062510204081632653061224609375E-24	SQ. YARDS	\$1.2924701041641376250006603590006728515039062510204081632653061224609375E-24
91	SW PLYOR ROAD	PAVEMENT	6.46235052082068812500033017950033642575195312510204081632653061224609375E-24	SQ. YARDS	\$6.46235052082068812500033017950033642575195312510204081632653061224609375E-24
92	SW PLYOR ROAD	PAVEMENT	3.23117526041034406250016508975001682128979687510204081632653061224609375E-24	SQ. YARDS	\$3.23117526041034406250016508975001682128979687510204081632653061224609375E-24
93	SW PLYOR ROAD	PAVEMENT	1.6155876302051720312500082544487500841144898937510204081632653061224609375E-24	SQ. YARDS	\$1.6155876302051720312500082544487500841144898937510204081632653061224609375E-24
94	SW PLYOR ROAD	PAVEMENT	8.077938151025860156250004127224375004205724494687510204081632653061224609375E-24	SQ. YARDS	\$8.077938151025860156250004127224375004205724494687510204081632653061224609375E-24
95	SW PLYOR ROAD	PAVEMENT	4.038969075512930078125000206361218750021028612223437510204081632653061224609375E-24	SQ. YARDS	\$4.038969075512930078125000206361218750021028612223437510204081632653061224609375E-24
96	SW PLYOR ROAD	PAVEMENT	2.0194845377564650390625000103180609375001053061117187510204081632653061224609375E-24	SQ. YARDS	\$2.0194845377564650390625000103180609375001053061117187510204081632653061224609375E-24
97	SW PLYOR ROAD	PAVEMENT	1.00974226887823251953125000051590304687500052653061117187510204081632653061224609375E-24	SQ. YARDS	\$1.00974226887823251953125000051590304687500052653061117187510204081632653061224609375E-24
98	SW PLYOR ROAD	PAVEMENT	5.04871134439116259765625000025795152343750002632653061117187510204081632653061224609375E-24	SQ. YARDS	\$5.0487113443911625976562500002579515234375000263265306111718751020408163265

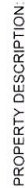
EXHIBIT C

REQUIREMENTS FOR IMPROVEMENTS

The “**Improvements**” consist of the following traffic improvements, which shall be designed, engineered, and constructed by or at the direction of the Developer in the manner set forth in this Agreement and which shall be subject to the conditions stated in each item below. Developer acknowledges that occupancy of structures in the Project may be delayed, even though such structures may be complete, until certain of the public improvements described below are substantially complete.

1. Right-of-way shall be dedicated along the west side of Pryor Road adjacent to the proposed development, where necessary, to accommodate a minimum 100-foot right-of-way centered on the existing section for the Pryor Road corridor.
2. Pryor Road shall have an interim road section compliant with the [Unimproved Road Policy](#) that includes at least two 12-foot lanes with 6-foot paved shoulders from M-150 Highway to Napa Valley Drive. This improvement shall be substantially completed prior to the issuance of any temporary or final certificates of occupancy for any structure in the Project.
3. A 200-foot, plus taper, northbound left-turn lane along Pryor Road at Osage Drive shall be constructed. This improvement shall be substantially completed prior to the issuance of any temporary or final certificates of occupancy for any structure in the Project.
4. A 150-foot, plus taper, eastbound right-turn lane along M-150 Highway at Clayton Place shall be constructed. This improvement may be modified at the discretion of MoDOT. This improvement shall be substantially completed prior to the issuance of any temporary or final certificates of occupancy for any structure in the Project.
5. A 150-foot, plus taper, southbound right-turn lane along Pryor Road at Osage Drive shall be constructed. This improvement shall be substantially completed prior to the issuance of any temporary or final certificates of occupancy for any structure in the Project.
6. A 150-foot, plus taper, northbound left-turn lane along Pryor Road at M-150 Highway shall be constructed. This improvement shall be substantially completed prior to the issuance of any temporary or final certificates of occupancy for any structure in the Project.

SECTION 35, TOWNSHIP 47N, RANGE 32W
IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

[illegible]

PROJECT TEAM CONTACT LIST
OWNER / DEVELOPER CLAYTON HOMES GROUP, INC. DBA SUMMIT HOMES 120 SE 30TH ST. SUITE 200 FORT WORTH, TEXAS 76102 CONTACT: VINCENT WALKER PHONE: 817.246.6700 EMAIL: VINCENT@SUMMITHOMESINC.COM
ENGINEER CLAYTON HOMES GROUP, SUITE 100 120 SE 30TH ST. FORT WORTH, TEXAS 76102 CONTACT: JOHN EPPLEING PHONE: 817.246.6700 EMAIL: JEPPELING@CLAYTONHOMES.COM

[illegible]

TITLE SHEET	OSAGE ZONING & PRELIMINARY DEVELOPMENT PLAN	MO	2019
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Drawn By	_____
Checked By	_____
Approved By	_____
Quoted By	_____
Project No.	_____
Drawing No.	_____
Date	2019.09.13

EXHIBIT C

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LEE'S SUMMIT MISSOURI

DEVELOPMENT REVIEW FORM TRANSPORTATION IMPACT

DATE: November 7, 2019
SUBMITTAL DATE: October 15, 2019
APPLICATION #: PL2019307
PROJECT NAME: OSAGE

CONDUCTED BY: Michael K Park, PE, PTOE
PHONE: 816.969.1800
EMAIL: Michael.Park@cityofls.net
PROJECT TYPE: Prel Dev Plan (PDP)

SURROUNDING ENVIRONMENT (*Streets, Developments*)

The proposed residential subdivision is located at the southwest corner of M-150 Highway and Pryor Road. The surrounding area consists of single-family subdivision to the northeast and southeast with the remaining property near the site described as large lot or rural residential and agricultural property.

ALLOWABLE ACCESS

The proposed development will be primarily accessed from Pryor Road and M-150 Highway through a proposed network of new residential streets. The proposed street intersection with M-150 Highway, Clayton Place, will be limited to right-in/right-out traffic by an existing raised median along M-150 Highway. The proposed street intersection with Pryor Road, Osage Drive, will be full access. Individual lot access within the subdivision will be from the proposed residential streets, not from surrounding arterials and highway. The proposed residential streets will have two lanes and a 25 mph speed limit. The proposed street intersections will have adequate sight distance.

EXISTING STREET CHARACTERISTICS (*Lanes, Speed limits, Sight Distance, Medians*)

Pryor Road is a two lane undivided major arterial with a 45 mph speed limit currently constructed to interim road standards with turf shoulders south of M-150 Highway to County Line Road and paved shoulders north of M-150 Highway to Longview Road. Future improvements to Pryor Road north of M-150 Highway included in the Capital Improvement Program will provide for a four-lane urban road section with turn lanes, sidewalks, trails, lighting, etc. consistent with the typical section of Pryor Road north of Longview Road. Additional improvements to Pryor Road south of M-150 Highway to County Line Road are proposed in association with the approved Stoney Creek development. Those approved improvements will provide turn lanes at its street intersections with Pryor Road and paved shoulders the length of Pryor Road may be constructed at the City's option since at the time of development approval only grass shoulders were required by the Unimproved Road Policy. M-150 Highway is a four-lane median divided highway owned and maintained by MoDOT. The intersection of Pryor Road at M-150 Highway is traffic signal controlled. There are no existing sight distance concerns in the area of the proposed development.

ACCESS MANAGEMENT CODE COMPLIANCE?

Yes ☒

No ☐

All intersection spacing, turn lanes and other applicable criteria required by the Access Management Code and MoDOT Access Management Guide have been satisfied and/or will be

compliant as shown on the development plan and/or considering stipulated conditions of approval.

TRIP GENERATION

Time Period	Total	In	Out
Weekday	1,432	716	716
A.M. Peak Hour	102	25	77
P.M. Peak Hour	129	82	47

TRANSPORTATION IMPACT STUDY REQUIRED?

Yes ☒

No ☐

The proposed development requires a traffic impact study in compliance with the Access Management Code because the traffic impact to the surrounding street system likely exceeds 100 trips during the peak hour. A traffic impact study was prepared by Olsson, dated October 17, 2018, for the Allera residential development of similar scope, layout and land use at the same location. The proposed development is less dense than the previously studied Allera project. A memorandum dated September 12, 2019, prepared by Olsson, compares the proposed development to the Allera development for purposes of validating the prior traffic study as a conservative assessment and its continued applicability of conclusions and recommendations to the proposed development plan. The following information is in reference to the 2018 traffic study and generally summarizes the expected traffic impact of the proposed development.

The traffic impact study provides an assessment of existing conditions and developed conditions during the morning and evening peak hours of adjacent street traffic. The study analyzed traffic operations at the intersection of M-150 Highway and Pryor Road, as well as proposed intersections along M-150 Highway and Pryor Road. Since M-150 Highway is a state owned facility, MoDOT also reviewed the traffic impact study and applied state standards regarding access management and operations to its recommendations for approval in association with the development.

The traffic impact study indicates adequate traffic operations currently exist at the study intersection(s). An existing level of service (LOS) D is reported at the intersection of Pryor Road and M-150 Highway during the morning peak hour and LOS C during the evening peak hour. Level of Service is an industry accepted standard of measure for traffic operational performance that is represented with a grade range from A-F, A the best and F the worst. The City of Lee's Summit has an established LOS Policy to evaluate adequate traffic conditions. The City has a LOS C goal for traffic signal controlled intersections and LOS D for stop controlled movements. However, the subject intersection is under MoDOT control. MoDOT has a lower level of service acceptance than the City, at LOS D or LOS E.

The traffic impact study concludes adequate traffic operations will be maintained at the study intersections in consideration of the proposed development. Several traffic improvements in association with the proposed development were reviewed in the study to mitigate operational impacts, maintain acceptable levels of service and/or comply with access management criteria established by each jurisdiction that governs intersection spacing, turn lane requirements, etc. along public roadways for traffic operations and public safety. The traffic study recommendations are summarized below:

- Construct an eastbound right-turn lane with storage length of 150 feet plus taper at the proposed access along M-150 Highway.
- Construct a northbound left-turn lane with storage length of 150 feet plus taper at the intersection of Pryor Road and M-150 Highway.

The projected conditions with development and roadway improvements noted above have a reported LOS the same as existing conditions. Though an increase in delay and vehicle queuing is reported, the overall LOS did not change. The traffic study did not consider trip generation from approved, unbuilt, development in the surrounding area that directly accesses Pryor Road.

Staff and MoDOT concur with the analysis and study findings, except that all access management and unimproved road policy requirements should be reasonably satisfied as noted below. The study assumed a minor arterial classification for Pryor Road south of M-150 Highway based on existing roadway conditions and traffic volume rather than the established major arterial classification assigned in the Thoroughfare Master Plan. The major arterial classification considers long-term function, planned community growth, increased volume, rights-of-ways, adjacent land use, traffic speed, and other factors. Similar developments along Pryor Road north and south of M-150 have been evaluated consistently in consideration of the major arterial classification as well. The difference in applied classification changes the access management criteria. A major arterial road has lower thresholds for certain turn lane requirements than a minor arterial. In this case, turn lanes at the proposed intersection along Pryor Road are warranted and certain turn lane capacities are greater than would be determined if Pryor Road were a lower roadway class. The turn lanes and road improvements recommended by staff to support this development are listed in the staff recommendations for approval.

The traffic study further addresses access spacing, vehicle queuing, turn lane requirements and capacities at each study intersection. The study notes limited capacity of existing turn lanes at the intersection of M-150 Highway and Pryor Road. The northbound and southbound right-turn lanes and left-turn lanes each have a storage capacity less than 50 feet and do not meet the MoDOT or City minimum recommended lengths of 200 feet and 250 feet, respectively. These are existing conditions at an off-site study intersection in which queuing analysis was done to determine any recommended improvement needs. No improvements to the southbound turn lanes were recommended in the study and the City has a planned capital project that may incorporate turn lanes of more appropriate length to address this issue in the near future. Improvements to the northbound turn lanes are recommended in the study to accommodate projected vehicle queues, but the recommended turn lane length does not meet the minimum length described by code. Since the roadway is constructed to an interim standard and vehicle queues within the turn lane and adjacent thru lane do not exceed 150 feet during a peak hour, the proposed length of 150 feet is acceptable to MoDOT at this off-site MoDOT intersection. A westbound right-turn lane is warranted based on MoDOT requirements, but not recommended in the study or by MoDOT at this time given adequate operations and consideration of impact (or lack thereof) by trips generated by the proposed development. A northbound right-turn lane would likely be constructed in association with continued development along the Pryor Road corridor, especially the east side of Pryor Road, or a future capital improvement project. Staff and MoDOT support these conclusions. No other traffic improvements are recommended in the study and all other criteria in the Access Management Code have been met.

The project would provide improvement to Pryor Road in compliance with the Unimproved Road Policy, including paved shoulders. The project would also convey rights-of-way to the City along

Pryor Road for the necessary width of Pryor Road in consideration of long-term planning identified in the Thoroughfare Master Plan.

LIVABLE STREETS (Resolution 10-17)

COMPLIANT ☒

EXCEPTIONS ☐

The proposed development includes all Livable Streets elements identified in the City's adopted Comprehensive Plan, associated Greenway Master Plan and Bicycle Transportation Plan attachments, and elements otherwise required by ordinances and standards, including but not limited to sidewalk, paved shoulders, street connectivity and accessibility. The project will provide for street connections to adjacent property and facilitates a surrounding network of planned residential collectors generally depicted in the Thoroughfare Master Plan. No exceptions to the Livable Streets Policy adopted by Resolution 10-17 have been proposed.

RECOMMENDATION:

APPROVAL ☒

DENIAL ☐

N/A ☐

STIPULATIONS ☒

Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

Staff recommends approval of the proposed development subject to the following stipulations:

1. Right-of-way shall be dedicated along the west side of Pryor Road adjacent to the proposed development, where necessary, to accommodate a minimum 100-foot right-of-way centered on the existing section for the Pryor Road corridor.
2. Pryor Road shall have an interim road section compliant with the Unimproved Road Policy that includes at least two 12-foot lanes with 6-foot paved shoulders from M-150 Highway to Napa Valley Drive. This improvement shall be substantially completed prior to the issuance of any residential building permits.
3. A 200-foot, plus taper, northbound left-turn lane along Pryor Road at Osage Drive shall be constructed. This improvement shall be substantially completed prior to the issuance of any residential building permits.
4. A 150-foot, plus taper, eastbound right-turn lane along M-150 Highway at Clayton Place shall be constructed. This improvement shall be substantially completed prior to the issuance of any residential building permits. This improvement may be modified at the discretion of MoDOT.
5. A 150-foot, plus taper, southbound right-turn lane along Pryor Road at Clayton Drive shall be constructed. This improvement shall be substantially completed prior to the issuance of any residential building permits.
6. A 150-foot, plus taper, northbound left-turn lane along Pryor Road at M-150 Highway shall be constructed. This improvement shall be substantially completed prior to the issuance of any residential building permits.