



Memorandum of Understanding
for
Ridgeview Estates

Legal Description Contained on Page 2

**Between MACO Development Company, LLC.,
Grantor,**

and

**City of Raymore, Grantee
100 Municipal Circle
Raymore, MO 64083**

September 27, 2021

MEMORANDUM OF UNDERSTANDING

Ridgeview Estates

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) FOR THE DEVELOPMENT OF THE RIDGEVIEW ESTATES SUBDIVISION is made and entered into this 27th day of September 2021, by and between MACO Development Company, LLC.. (“Sub-Divider”) also being referred to herein as “Grantors”; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri (“City”).

WHEREAS, Sub-Divider seeks to obtain approval from the City for a subdivision to be known as Ridgeview Estates, proposed to be located in the City of Raymore, Cass County, Missouri, and;

WHEREAS, Sub-Divider agrees to assume all subdivision development obligations of the City as described in this agreement; and,

WHEREAS, the City desires to ensure that the Sub-Divider will accomplish certain things in order to protect the public's health, safety and welfare.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, and receipt by the City of fees and costs as stated herein, the parties agree as follows:

GEOGRAPHIC LOCATION:

The provisions of this MOU shall apply to the following described property:

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 32 WEST, RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 19, AND THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 71; THENCE FROM THE POINT OF BEGINNING AND WITH THE NORTH LINE OF SAID SECTION S 86°32'30"E, 472.05 FEET; THENCE LEAVING SAID NORTH LINE AND ON A LINE PARALLEL TO THE EASTERLY RIGHT OF WAY OF SAID U.S. HIGHWAY 71, S 1°52'35"E, 741.00 FEET; THENCE ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION, N 86°32'30"W, 472.05 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 71; THENCE WITH SAID EASTERLY RIGHT OF WAY LINE, N 1°52'35"W, 741.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.00 ACRES.

PRELIMINARY DEVELOPMENT PLAN

1. Sub-Divider intends to develop the entire property as a Master Planned Attached Age-Restricted Community in the manner shown on the PUD

Preliminary Development Plan, attached and incorporated herein as Exhibit A.

2. Zoning and Land Use

a. The zoning for the entire Property shall be “PUD” Planned Unit Development District.

b. Land Use

1. Attached Single Family Dwellings, as defined by Section 485.010 of the Unified Development Code shall be permitted on all lots, subject to compliance with any special conditions.

2. Accessory uses, including swimming pools, community clubhouses, playgrounds or other passive/active recreation items shall be permitted within common or open space areas.

3. Bulk and Dimensional Standards Table:

The following bulk and dimensional standards are established for each lot in the development:

Minimum Lot Area	340,000 sq. ft.
Minimum Lot Width	100 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	25 feet
Minimum Rear Yard	25 feet
Minimum Side Yard	25 feet
Minimum Side Yard, exterior	25 feet
Maximum Building Height	35 feet
Maximum Building Coverage	40%

4. Common Open Space and Amenities

a. Common open space and subdivision amenities shall be provided in accordance with the approved Preliminary Development Plan.

- b. The following amenities are provided in the Preliminary Development Plan:
 - i. Clubhouse
 - ii. Common Areas
 - iii. Internal Sidewalks
 - iv. Stormwater control/treatment basins
- c. A minimum of 20% of the overall development shall be provided in the form of common open space.

5. Landscaping & Screening

- a. Landscaped buffers shall be provided in the common area along Lucy Webb Road.
- b. Two yard trees shall be provided for each building in the front yard of each building.
- c. One yard tree shall be provided for the community building in the front yard area of the building.
- d. All required landscaping shall comply with Chapter 430 of the Unified Development Code. No details as to plant location, type or size are required as part of the Preliminary Development Plan.
- e. A landscape plan for the common area tracts shall be submitted with the application for site plan approval for the development.
- e. All required buffer landscaping shall be installed prior to the issuance of any Certificate of Occupancy for the northernmost building parallel to Lucy Webb Road.

6. Parking

- a. Off-street Parking shall be provided for each dwelling unit as follows:

Use	Minimum Parking Spaces Required
Attached Single-Family Dwelling	1.5 spaces per dwelling unit

- b. Off-street parking shall be provided in front of the community building as follows:

Use	Minimum Parking Spaces Required
Community Building	3 spaces, two of which must be ADA accessible and one of the two ADA spaces marked as van accessible only

7. Building Design

- a. The preliminary building elevation for the residential buildings, attached as Exhibit B, and the community building, attached as Exhibit C, shall be utilized for building construction.
- b. The exterior of residential buildings shall be constructed of brick. Gable roof sections can utilize siding material.
- c. Residential dwelling units and the community building shall have centralized cooling systems utilized. No window air-conditioning units are allowed.

FINAL PLAT

1. Sub-Divider must submit a final plat for the lot and required right-of-way for Prairie Grass Drive.
2. Each final plat must comply with the bulk and dimensional standards included in this MOU.
3. Final plats shall be submitted in accordance with the Unified Development Code.
4. A final plat application shall be submitted within one year of the date of approval of the Preliminary Development Plan or the Preliminary Development Plan becomes null and void.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. Prairie Grass Drive shall be constructed as a collector road with a sixty-foot (60') right-of-way.
- b. A cul-de-sac shall be installed on the western end of Prairie Grass Drive.
- c. Prairie Grass Drive is allowed to be constructed with interim improvements. Curbs will not be required on the southern end of the pavement as part of this subdivision.

2. Pedestrian Improvements

- a. A five-foot (5') sidewalk is required along the north side of Prairie Grass Drive. The sidewalk shall be constructed prior to the issuance of any Certificate of Occupancy for the development.
- b. Internal sidewalks serving the development shall be completed coincident with the issuance of Certificates of Occupancy for the buildings served by the sidewalk.

3. Street Lights

- a. A street light plan for Prairie Grass Drive shall be submitted by the Sub-Divider as part of the public infrastructure plans for the final plat.
- b. All street lights in the final plat shall be fully operational prior to City Council acceptance of the public improvements for the final plat.

SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer service shall be provided to each building and to the community building by the Sub-Divider. A sanitary sewer line shall extend to the exterior perimeter property line of the development to provide service to adjacent properties.
2. All public improvements shall be installed in accordance with City standards. Before the installation of any sanitary sewer system improvements, the Sub-Divider shall have the engineering plans approved by the MoDNR and the City of Raymore.
3. The sanitary sewer shall be of sufficient size and depth to serve the tributary area identified in the City's Comprehensive Sewer Plan.
4. The Sub-Divider agrees to pay any applicable sewer connection fees and rate charges.
5. All improvements must be approved by the City, constructed to City standards, and inspected by the City; and the Sub-Divider agrees to dedicate easements to the City in compliance with City standards for utility easements.

WATER MAIN IMPROVEMENTS

1. The development is located within the territorial area of the City of Raymore and shall be served by the City.
2. All improvements to the water service system shall comply with the requirements of the City of Raymore and with the requirements of the South Metropolitan Fire Protection District.

STORMWATER IMPROVEMENTS

1. On-site stormwater management shall be completed in accordance with the stormwater management study approved as part of the Preliminary Plan.
2. A final stormwater management plan is required to be submitted at the time public improvement construction plans are submitted for all the land area contained within the final plat phase.
3. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any building in the final plat.
4. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.
5. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

STREAM ASSESSMENT

1. The Good Ranch Master Development Agreement, dated October 14, 2014, is applicable to the development.
2. The placement of the water quality basins and on-site stormwater management system is satisfactory to comply with the requirements of the stream assessment completed as part of the Master Development Agreement. The water quality basins and BMPs shall be completed prior to the issuance of any Certificate of Occupancy for the development.

OPEN SPACE AND AMENITIES

1. Private open space and amenities shall be provided in accordance with the approved Preliminary Development Plan. All privately owned open space, common areas, or amenities shall be constructed and maintained by the Sub-Divider.
2. The following amenities were provided in the Preliminary Development Plan:
 - a. Clubhouse
 - b. Common Areas
 - c. Internal Sidewalks
 - d. Stormwater control/treatment basins
3. Prior to the full build-out of the subdivision, all amenities shown on the Preliminary Development Plan shall be constructed. Throughout the development process, amenities shall be constructed in accordance with the following phasing schedule:
 - a. **Clubhouse** - Shall be constructed prior to the issuance of a Certificate of Occupancy for the third residential building constructed.
 - b. **Internal Sidewalks** - Shall be constructed prior to the issuance of a Certificate of Occupancy for the building being served by the sidewalk.
 - c. **Stormwater control/treatment basins** - Shall be constructed with the public improvements for the subdivision.

SIGNAGE

1. Subdivision entrance markers are permitted for the subdivision in accordance with Chapter 435 of the Unified Development Code.

SOUTH METROPOLITAN FIRE PROTECTION DISTRICT

1. All requirements of the Fire Code adopted by the South Metropolitan Fire Protection District shall be complied with.
2. An emergency access road, minimum width of twenty feet (20') wide capable of supporting the weight of the fire apparatus (details provided by the District) shall be provided in accordance with the preliminary plan. A gate with a knox box shall be provided.

STREET NAMES AND ADDRESSING

1. The City Addressing and Street Naming Policy shall be followed for the assignment of any street name on a final plat and for the assignment of addresses issued for all buildings in the subdivision. The City is solely responsible for the final designation of street names and addresses.
2. The street names included on the Preliminary Plan have been approved by the City.

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

1. Before the installation of any improvements or the issuance of building permits for a Platted Area, Sub-Divider shall have all engineering plans approved by the City of Raymore.
2. Prior to the issuance of building permits, the Sub-divider shall install all public Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all public Improvements.
3. The Sub-Divider shall be responsible for the installation and maintenance of all improvements as shown on the approved engineering plans of the subdivision for a period of two years after acceptance by the City, in accordance with the City specifications and policies. Said plans shall be on file with the City and shall reflect the development of said subdivision. Said plans shall include but are not exclusive to the sanitary sewer system, storm drainage system and channel improvements, erosion control, MBF elevations and water distribution systems.
4. The Sub-Divider shall be responsible for the installation of all improvements in accordance with the approved engineering plans. The Sub-Divider hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers and agents from any and all claims arising from the construction of the improvements located on Sub-Divider's property or from the City's inspection or lack of inspection of the plans, specifications and construction relating to the improvements to be placed on the Sub-Divider's property. Sub-Divider hereby agrees to pay to the City all damages, costs and reasonable attorney's fees incurred by the City and its employees, officers and agents in defending said claims.

FEES, BONDS AND INSURANCE

1. The Sub-Divider agrees to pay to the City a one percent (1%) Plan Review Fee and five percent (5%) Construction Inspection Fee based on the contract development costs of all public improvements as shown on approved engineering plans of said subdivision. The City Engineer shall review and determine the reasonableness of all costs, as presented.
2. The Sub-Divider agrees to pay the cost of providing streetlights in accordance with the approved street light plan. Once streetlights are accepted by the City as part of infrastructure acceptance, the City will assume maintenance responsibility for the lights.
3. The Sub-Divider agrees to pay the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.
4. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which Sub-Divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants contained herein shall run with the land described in this agreement and shall be binding and inure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers of the property.
3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-Divider, the City may withhold approval of any or all building permits, or suspend or revoke any issued permits, applied for in the development, until the breach or breaches has or have been cured to the satisfaction of the City.
5. This agreement shall be recorded by the City and its covenants shall run with the land and shall bind the parties, their successors and assigns, in interest and title.

6. Any provision of this agreement which is not enforceable according to law will be severed heretofore and the remaining provisions shall be enforced to the fullest extent permitted by law. The terms of this agreement shall be construed and interpreted according to the laws of the State of Missouri. Venue for any dispute arising from, or interpretation of this agreement shall be in the Circuit Court of Cass County, Missouri.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
8. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by First Class United States mail to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to MACO Development Company. at:

Jason Maddox
111 North Main
Clarkton, MO 63837

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Sub-Divider – Signature

Printed Name

Sub-Divider – Signature

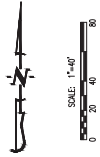
Printed Name

Subscribed and sworn to me on this
the _____ day of _____ 20____
in the County of _____,
State of _____.

Stamp:

Notary Public: _____ My Commission Expires: _____

PRELIMINARY DEVELOPMENT PLAN RIDGEVIEW ESTATES



SITE INFORMATION

SITE ADDRESS	0.0 AC.
CURRENT OWNER	GOOD-ONIS
PROPOSED ZONING	R1-P, C-3
ADJACENT ZONING	SOUTH METRO
FIRE DISTRICT	R-2 - WINNAP/PECCAN
SCHOOL DISTRICT	DR-14-01-000-000-001.000
PARCEL INFORMATION	

CALCULATIONS

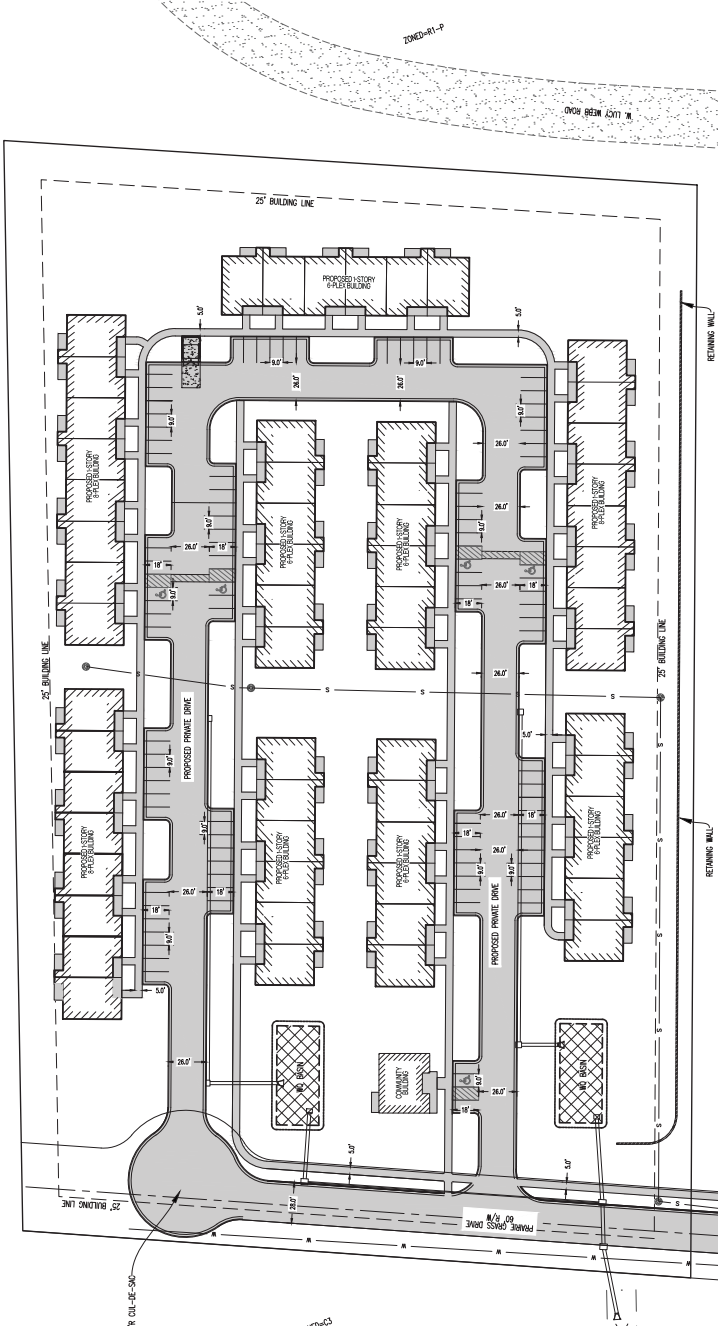
LAND AREA:	
TOTAL LAND AREA	348,480 SQFT OR 8.0 AC
PARKING SUMMARY:	
SPACES REQUIRED:	90 SPACES
SPACES PROVIDED:	108 SPACES
ADN ACCESSIBLE SPACES REQUIRED:	5 SPACES
ADN ACCESSIBLE SPACES PROVIDED:	5 SPACES

SITE CALCULATIONS

TOTAL SITE AREA	8.0 ACRES
TOTAL IMPAVEMENT AREA	151.5 ACRES
TOTAL PERVAHUS AREA	4.57 ACRES
PERCENT OPEN SPACE	81%
TOTAL PAVING UNITS	34,000
TOTAL TRUCKING UNITS	17,000
GRAVEL FLOOR AREA	180
TOTAL COMMON SPACE	139 ACRES

LEGEND OF SYMBOLS:

	EXISTING CURB		PROPOSED CURB
	EXISTING DRIVEWAY		PROPOSED DRIVEWAY
	EXISTING SIDEWALK		PROPOSED SIDEWALK
	EDGE OF WATERWAY		PROPOSED WATERLINE
	EXISTING WATERLINE		PROPOSED GAS LINE
	EXISTING GAS LINE		EXISTING UNDERGROUND TELEPHONE
	PROPOSED GAS LINE		EXISTING UNDERGROUND CABLE TELEVISION
	EXISTING UNDERGROUND TELEPHONE		EXISTING HIGH VOLTAGE ELECTRIC
	EXISTING UNDERGROUND CABLE TELEVISION		EXISTING UNDERGROUND ELECTRIC
	EXISTING HIGH VOLTAGE ELECTRIC		EXISTING OVERHEAD ELEC. R & TV
	EXISTING UNDERGROUND ELECTRIC		EXISTING OVERHEAD ELEC. TV & TEL
	EXISTING OVERHEAD ELEC. R & TV		EXISTING SANITARY SEWER
	EXISTING OVERHEAD ELEC. TV & TEL		PROPOSED SANITARY SEWER LATERAL
	EXISTING SANITARY SEWER		PROPOSED TRACER WIRE TEST STATION BOX
	EXISTING SANITARY SEWER LATERAL		EXISTING ELECTRIC METER
	PROPOSED TRACER WIRE TEST STATION BOX		EXISTING ELECTRIC METER
	EXISTING ELECTRIC METER		EXISTING LIGHT POLE
	EXISTING ELECTRIC METER		EXISTING COT WIRE



NOTES:

- THIS TRACT IS LOCATED IN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE ANNUAL FLOOD CHANCE FOR THE CITY OF RAYMORE FROM FIRM PANEL 1820300000E, DATED 07/22/2013.
- BUILDING COVERAGES SHALL NOT EXCEED 40% OF THE NET AREA OF THE FINISHED UNIT DEVELOPMENT BY INDIVIDUAL PARCELS OF TOTAL DEVELOPMENT.
- A MINIMUM OF 15 PERCENT OF THE DEVELOPMENT PLAN SHALL BE PROVIDED FOR OPEN SPACE.
- TOTAL COMMON OPEN SPACE PROVIDED: 236 OF TOTAL SITE.
- NO STOPS SHALL EXCEED 35' IN LENGTH.
- WATER QUALITY IS REQUIRED FOR THIS DEVELOPMENT AND SHALL MEET CITY OF RAYMORE'S CODE. A PROJECT SPECIFIC SWPPP WILL BE PREPARED AND A STATE CAR PERMIT WILL BE REQUIRED PRIOR TO LAND DISTURBANCE.
- SANITARY SEWER AND WATER MAINS WILL BE EXTENDED TO THIS SITE FOR THE DEVELOPMENT, BOTH SERVICES PROVIDED BY THE CITY OF RAYMORE.
- ALL UTILITIES SHALL BE LOCATED TO THE RIGHT OF THE DEVELOPMENT.
- MINIMUM ROAD WIDTH SHALL BE 40'.
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DEVELOPER INFORMATION

MAD DEVELOPMENT COMPANY LLC
11 N MAIN ST. PO BOX 88
CLARKTOWN, MO 63827
573-448-5300

SITE OWNER

0002-076 JAMES OTIS JR.
11111 W. STATE ST.
NORTHBROOK, IL 60062

SECTION 19, TOWNSHIP 46 NORTH, RANGE 32 WEST
RAYMORE, CASS COUNTY, MISSOURI

RIDGEVIEW ESTATES

DRAWING INCLUDES:

SITE PLAN

DESIGNED: KPM
DRAWN: KPM
PROJECT NO.: 200287

SHEET: CE 1

REVISIONS:

NO.	DATE	DESCRIPTION
1	07/27/2017	

PRELIMINARY (NOT FOR CONSTRUCTION)

PROJECT NO.: 200287

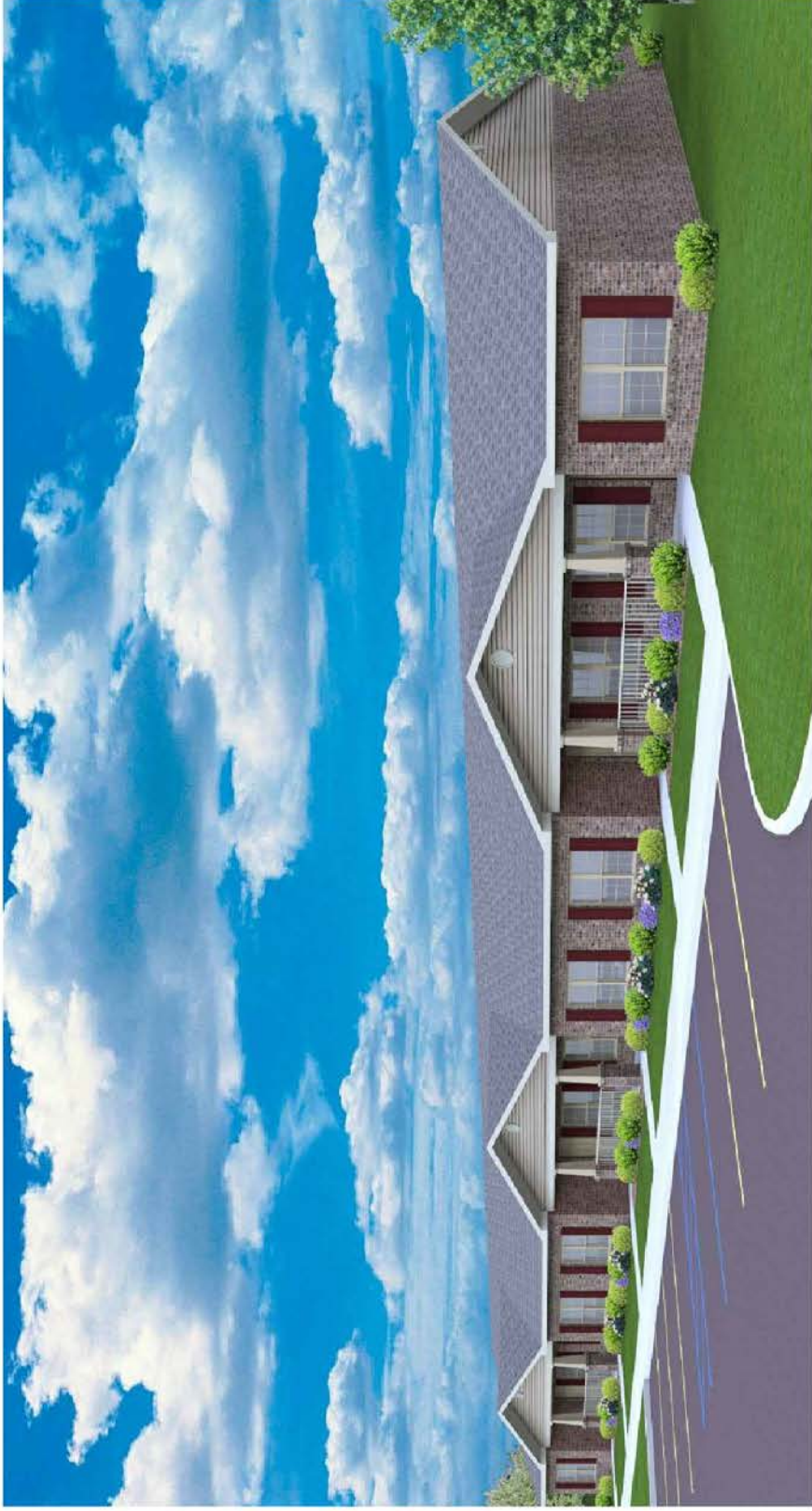
CLIENT: MAD DEVELOPMENT COMPANY LLC

SCALE: 1"=40'

CROCKETT
SITE/CIVIL ENGINEER
11111 W. STATE ST.
NORTHBROOK, IL 60062
WWW.CROCKETTENGINEERING.COM
www.crockett-engineering.com
CONTACT: 630-441-8088
COMMUNICATIONS: 630-441-8088

OWNER:
MAD DEVELOPMENT COMPANY LLC
11 N MAIN ST. PO BOX 88
CLARKTOWN, MO 63827

EXHIBIT B



6-PLEX BUILDING ELEVATION
(4 & 8 - PLEX SIMILAR)

JUNE 2021



MACO
DEVELOPMENT
COMPANY, LLC

RIDGEVIEW ESTATES

Raymore, Missouri

Wallace
ARCHITECTS
P.C.
RAYMOORE, MISSOURI

EXHIBIT C



COMMUNITY BUILDING ELEVATION

JUNE 2021



MACO
DEVELOPMENT
COMPANY, LLC

RIDGEVIEW ESTATES

Raymore, Missouri

Wallace
ARCHITECTS
ESTABLISHED 1931