



Recording Date/Time: 12/16/2021 at 09:58:15 AM

Book: 4795 Page: 69

Instr #: 707248

Type: MEMO

Pages: 15

Fee: \$66.00 S 20210023838



Mike Medsker
Recorder of Deeds



Memorandum of Understanding

for

The Estates at Knoll Creek

Legal Description Contained on Pages 2 & 3

**Between Sallee Real Estate Investments, LLC,
Grantor,**

and

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

December 13, 2021

MEMORANDUM OF UNDERSTANDING

The Estates at Knoll Creek

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) FOR THE DEVELOPMENT OF THE ESTATES AT KNOLL CREEK SUBDIVISION is made and entered into this 13th day of December, 2021, by and between Sallee Real Estate Investments, 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 The Estates of Knoll Creek, 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:

All that part of the Southwest Quarter of Section 12, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri described by Jed A.M. Baughman, Missouri PLS-2014020708 of Renaissance Infrastructure Consulting as follows:

Commencing at the Southeast Corner of said Section 12;
Thence North 87° 17'57" West, along the South line of the Southeast Quarter of said Section 12, a distance of 2700.95 feet to the South Quarter Corner of said Section 12, said point being the Point of Beginning;
thence North 87°21'58" West, along the South line of the Southwest Quarter of said Section 12, a distance of 702.36 feet to a point on the East line of THE ESTATES AT KNOLL CREEK, a subdivision in said Cass County, Missouri;
thence along said East line for the following eleven courses:
thence North 18°48'29" East, a distance of 56.31 feet;
thence North 54°39'33" West, a distance of 217.52 feet;
thence North 21°55'22" West, a distance of 91.42 feet;
thence North 44°54'37" West, a distance of 263.18 feet;
thence North 20°48'00" West, a distance of 134.15 feet;
thence North 29°43'27" West, a distance of 263.88 feet;
thence North 11°56'01" West, a distance of 135.21 feet;
thence North 87°44'17" West, a distance of 121.28 feet;
thence North 22°44'20" West, a distance of 224.51 feet;
thence North 24°13'33" West, a distance of 142.40 feet;

*The Estates at Knoll Creek
Memorandum of Understanding*

thence North 37°43'40" West, a distance of 116.37 feet to a point on the North line of the South Half of the Southwest Quarter of said Section 12;
 thence South 87°08'32" East, along said North line, a distance of 1680.34 feet to the Northeast Corner of said South Half;
 thence South 02°18'59" West, along the East line of said South half, a distance of 1320.50 feet to the Point of Beginning,
 containing 1,605,250 square feet, or 36.851 acres, more or less.

PRELIMINARY DEVELOPMENT PLAN

1. Sub-Divider intends to develop the entire property as a Single-Family Community in the manner shown on the Preliminary Plat, attached and incorporated herein as Exhibit A.

2. Zoning and Land Use

a. The zoning for the entire Property shall be "R-1" Single-Family Residential District.

b. Land Use

1. Detached 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, as defined by Section 485.010 of the Unified Development Code, shall be permitted on all lots, subject to compliance with any special conditions and any covenants and restrictions of the subdivision.

3. Bulk and Dimensional Standards Table:

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

Minimum Lot Area	8,400 sq. ft.
Minimum Lot Width	70 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	30 feet
Minimum Rear Yard	30 feet

Minimum Side Yard	10 feet
Minimum Side Yard, exterior	30 feet
Maximum Building Height	35 feet
Maximum Building Coverage	30%

4. Common Open Space and Amenities

- a. Common open space and subdivision amenities shall be provided in accordance with the approved Preliminary Plat.
- b. The following amenities are provided in the Preliminary Plat:
 - i. Walking trails
 - ii. Stormwater control/treatment
 - iii. Rain Gardens
 - iv. Vegetated Filter Strip
 - v. Decorative Pavers in cul-de-sac

5. Landscaping & Screening

- a. One yard tree shall be provided for each dwelling unit in the front yard of each dwelling unit. For corner lots, one yard tree is required per street frontage.
- b. All required landscaping shall comply with Chapter 430 of the Unified Development Code.

6. Parking

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

Use	Minimum Parking Spaces Required
Single Family Dwelling	2 spaces per dwelling unit

PHASING SCHEDULE

- 1. The Preliminary Plat is being approved with a defined phasing plan.

FINAL PLATS

1. Sub-Divider may submit final plats and associated construction drawings to the City in phases.
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 two years of the date of approval of the Preliminary Plat or the Preliminary Plat becomes null and void.

PARKLAND DEDICATION

1. Based upon 76 lots, a total of 4.0128 acres of park land is required to be dedicated.
2. The Sub-Divider requested the City accept a fee-in-lieu payment for the park land dedication. The Parks and Recreation Board recommended to the City Council that the City accept the calculated fee-in-lieu payment of \$80,256. The fee-in-lieu payment shall be made at the time of recording of a final plat for the number of lots included in the recorded phase of the final plat.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. Hall's Creek Avenue shall be constructed as a collector road with a sixty-foot (60') right-of-way. All other roads shall be constructed as local roads with a fifty foot (50') right-of-way.
- b. Prairie Lane is designated as a Major Collector. Improvements on Prairie Lane, including the provision of right-turn lanes into the subdivision, were provided as part of the first phase. No additional off-site road improvements are required.
- c. The internal roadways serving the development shall be built to City standards to be accepted by the City. Once the roadways are

accepted, the City will assume maintenance responsibilities of the roadways.

- d. Temporary cul-de-sacs shall be constructed at the eastern end of Hall's Creek Avenue; at the southern end of Normandy Drive; and at the southern end of Citadel Place.
- e. If the subdivision is constructed in phases, a temporary cul-de-sac shall be constructed at the end of the road segment. Under the submitted phasing plan, a temporary cul-de-sac is required to be constructed at the eastern end of Lot 105 on Hall's Creek Avenue and at the eastern end of Lot 94 on Woodward Circle.

2. Pedestrian Improvements

- a. A seven-foot (7') trail is required along the east side of the pond located in Tract C and a portion of the west side of the pond located in Tract C, as illustrated on the Preliminary Plat. The trail will connect to the sidewalk on Hall's Creek Avenue and the sidewalk on Normandy Drive. The trail shall also extend to the west side of the pond as illustrated on the Preliminary Plat. The trail shall be constructed as part of the installation of public improvements for the 1st phase of the subdivision.
- b. A five foot (5') sidewalk is required along both sides of Hall's Creek Avenue within Tract "B" and Tract "C" of the 1st Phase of The Estates at Knoll Creek. The sidewalk shall extend from the eastern edge of the existing sidewalk upon lots 23 and 24 and extend to the west edge of Lots 57 and 132 in Phase 2. These sidewalk segments shall be constructed with the 1st phase of the subdivision.
- c. A five-foot (5') sidewalk is required along the south side of Hall's Creek Avenue on Tract E. This sidewalk segment shall be installed prior to the issuance of a Certificate of Occupancy for a residence on either Lot 117 or Lot 87.
- d. A five-foot (5') sidewalk is required along the north side of Hall's Creek Avenue on Tract F. This sidewalk segment shall be installed prior to the issuance of a Certificate of Occupancy for a residence on Lot 118.
- e. A five-foot (5') sidewalk is required along the east side of Citadel Place on Tract G. This sidewalk segment shall be installed prior to

the issuance of a Certificate of Occupancy for a residence on Lot 77.

- f. A five foot (5') sidewalk is required on all lots within the subdivision, and shall be constructed prior to the issuance of a Certificate of Occupancy for the residence on the lot.

3. Street Lights

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

SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer service shall be provided to each lot 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 Cass County Public Water Supply District #3 and shall be served by the district.
2. All improvements to the water service system shall comply with the requirements of the Water District, 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 Plat.
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 residence in the final plat phase.
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.

OPEN SPACE AND AMENITIES

1. Private open space and amenities shall be provided in accordance with the approved Preliminary Plat. 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 Plat:
 - a. Walking trails
 - b. Stormwater control/treatment
 - c. Rain Gardens
 - d. Vegetated Filter Strip

- e. **Decorative Pavers in cul-de-sac**
3. Prior to the full build-out of the subdivision, all amenities shown on the Preliminary Plat shall be constructed. Throughout the development process, amenities shall be constructed in accordance with the following phasing schedule:
- a. **Walking Trail in Tract C** - Shall be constructed with the public improvements in Phase 1.
 - b. **Vegetative Filter Strip in Tract D** - Shall be constructed with the public improvements in Phase 1.
 - c. **Rain Gardens** - Shall be constructed with the public improvements for the phase(s) of the development that contains the rain garden areas.
 - d. **Decorative Pavers** - Shall be constructed with the public improvements that include Jeanblanch Court.

SIGNAGE

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

FLOODPLAIN

1. No portion of any platted lot shall encroach in the Federal Emergency Management Agency (FEMA) floodplain or the 100-year flood elevation for areas not identified as special flood hazard areas. Common area tracts are allowed to encroach into the floodplain.
2. No land disturbance activities or removal of any trees shall occur within the floodplain area except for:
- a. work to install the necessary outlet structures for the stormwater detention facilities; or
 - b. work necessary for implementation of any stream enhancements required as part of the stream assessment for development.
3. Construction fencing or a similar barrier shall be installed to discourage construction equipment and activity from occurring within the floodplain

area and to provide protection for existing tree canopy.

SOUTH METROPOLITAN FIRE PROTECTION DISTRICT

1. All requirements of the Fire Code adopted by the South Metropolitan Fire Protection District shall be complied with.

CASS COUNTY PUBLIC WATER SUPPLY DISTRICT #3

1. The subdivision is located within the territorial boundaries of the Cass County Public Water Supply District #3.
2. All City of Raymore requirements, and South Metropolitan Fire Protection District requirements, for hydrant placement, fire protection, water volume available, and water pressure, shall be complied with.

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 residences 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 Plat have been pre-approved by the City and are being reserved for use within the subdivision.
3. Official street names shall be finalized as part of the final plat review and recording process. The City shall verify and approve the final use of any street name placed upon a final plat prior to recording.

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 Sallee Real Estate Investments,
LLC. at:

Tyler Sallee
PO Box 6437
Lee's Summit, MO 64064

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn

Jim Feuerborn, City Manager

Attest:

Erica Hill

Erica Hill, City Clerk

R. Tyler Sallee

Sub-Divider – Signature

R. Tyler Sallee

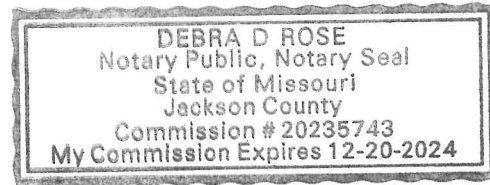
Printed Name

Sub-Divider – Signature

Printed Name

Subscribed and sworn to me on this
the 13th day of December 2021
in the County of Jackson,
State of Missouri.

Stamp:



Notary Public: *Debra D Rose*

My Commission Expires: 12-20-2024

