

**AGREEMENT BETWEEN
JACKSON COUNTY, MISSOURI
AND THE
MISSOURI DEPARTMENT OF CONSERVATION**

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION COMMUNITY ASSISTANCE PROGRAM, and is made and entered into this 22nd day of May 2023, by and between JACKSON COUNTY, MISSOURI, on behalf of its Department of Parks + Rec (County) and the MISSOURI DEPARTMENT OF CONSERVATION (Department).

WHEREAS, the County owns or controls tracts of land in Jackson County known as the "Area", with one, 1-acre lake known as Fleming Park Pond which is used by the County for aquatic education and fishing; four lakes collectively known as the "County Lakes" [998-acre Lake Jacomo, 953-acre Longview Lake, 720-acre Blue Springs Lake and 144-acre Prairie Lee Lake] which are used for fishing, boating, general recreation, and enjoyment of the outdoors; and two river accesses [Brown Athletic Field Access with frontage on the Blue River and Fort Osage County Park with frontage on the Missouri River] that are used for fishing, boating, general recreation, and enjoyment of the outdoors; all of which are further described in attached Exhibit A; and

WHEREAS, the County and Department entered into a Community Assistance Program Agreement on December 17, 1991, as amended on May 16, 1994, April 19, 2001 and February 24, 2003 for the Area which is hereby superseded and replaced; and

WHEREAS, the Department and County realize the importance and need for close-to-home fishing and associated outdoor activities; and

WHEREAS, the Department and County wish to take advantage of the qualities of this Area and maximize the recreational values associated with its proper management and use.

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

1. **COUNTY RESPONSIBILITIES.** The County agrees to:
 - A. Allow free use of Fleming Park Pond for County-led fishing and other educational activities focusing on children, teachers, and disabled users arranged by the County consistent with the Wildlife Code of Missouri and during hours established by mutual agreement of the County and the Department.
 - B. Allow public access and full use of the County Lakes for fishing and related recreational activities by the general public consistent with the Wildlife Code of Missouri and during hours established by mutual agreement of the County and the

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 MARY JO SPINO
 COUNTY CLERK

Department.

- C. Allow free public access and full use of the two river accesses for fishing and related recreational activities by the general public consistent with the Wildlife Code of Missouri and during hours established by mutual agreement of the County and the Department.
- D. Provide Area maintenance as specified in attached Exhibit B.
- E. Monitor the condition of the Area's facilities and take actions necessary to ensure that they are clean, safe, and usable, including but not limited to closing facilities to public access until any dangerous conditions that may have arisen have been corrected.
- F. Provide adequate law enforcement and protective services, as much as County jurisdiction permits, for the safety and well-being of the Area's users and facilities.
- G. Give proper recognition to the Department in brochures, advertisements or other publications concerning the Area.
- H. Prohibit fish stocking other than that recommended in writing by a Department fisheries management biologist.
- I. Manage its property within the watersheds of Lake Jacomo, Longview Lake, Blue Springs Lake, Prairie Lee Lake and Fleming Park Pond to maintain the lakes' good water quality, and take no actions that will lead to the deterioration of the lakes' water quality, habitat, or aquatic communities.
- J. Comply with all local, state, and federal laws and regulations related to the performance of this Agreement to the extent that the same may be applicable to the County. The County agrees to assume all risks associated with the activities performed under this Agreement. Nothing in this Agreement shall constitute a waiver of sovereign immunity.

2. DEPARTMENT RESPONSIBILITIES. The Department agrees to:

- A. Prepare and provide a general management plan for the fishery resources of the lakes and rivers.
- B. Provide periodic fish community surveys and analyses, and manage the fisheries through proper regulations, fish stocking, manipulation of the fish population and other fisheries management actions as determined by the Department.
- C. Enact and enforce appropriate fishing rules and regulations, and assist the County in enforcing the laws of the State of Missouri and the Wildlife Code of Missouri.

D. Provide and maintain informational signs and signs recognizing the County and the Department for their roles in this cooperative project (when present).

3. JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS. Both parties agree that:

- A. The County may charge a reasonable user fee at the County lakes as agreed to by both parties. The user fee may not be increased without Departmental approval. Persons over the age 65 and children under 16 years of age may not be charged a user fee. All user fees collected must be used for maintenance and management of the lake areas
- B. This Agreement is for the purpose of capitalizing on the value of the Area for public fishing and related outdoor activities.
- C. The Department may fund its obligations under this Agreement with any combination of state and federal monies.
- D. The required fishing permit as defined by the Wildlife Code of Missouri and the effective regulations pertaining to the taking of fish and use of the Area will be jointly publicized whenever possible.
- E. This Agreement shall become effective upon execution by both parties. It shall expire twenty-five years from the effective date; provided, however, that it shall renew automatically for successive terms of one year each if neither party has advised the other in writing of its intention to terminate the same at least one hundred and twenty days prior to any applicable termination date.
- F. Any electronic signatures affixed to this document are intended to authenticate this writing and to have the same force and effect as manual signatures, pursuant to the Missouri Uniform Electronic Transactions Act (§432.200 et seq., RSMo).
- G. This Agreement may be amended as desired by the mutual written agreement of the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**MISSOURI DEPARTMENT OF
CONSERVATION**

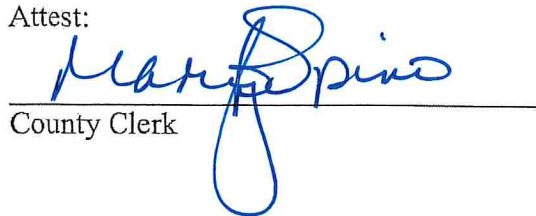


FISHERIES SECTION CHIEF

JACKSON COUNTY, MISSOURI


COUNTY EXECUTIVE

Attest:


County Clerk

APPROVED AS TO FORM


County Counselor

EXHIBIT A

Contract No. DACW41-74-C-0040

DC-FP

Cost share contract

F& A SECTION

CONTRACT BETWEEN
THE UNITED STATES OF AMERICA
AND
JACKSON COUNTY, MISSOURI
FOR
RECREATION AND FISH AND WILDLIFE DEVELOPMENT
AT THE
LITTLE BLUE RIVER LAKES, MISSOURI

THIS CONTRACT entered into 74 May 20, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the Contracting Officer executing this contract and Jackson County, Missouri (hereinafter called the "County"), WITNESSETH THAT

WHEREAS, construction of the Blue Springs Lake and Longview Lake, in the Little Blue River basin, Jackson County, Missouri, (hereinafter called the "Project" or "Projects") were authorized by the Flood Control Act approved 13 August 1968, (Public Law 483, 90th Congress), and

WHEREAS, the development of recreation and fish and wildlife enhancement are authorized purposes at both Projects, and

WHEREAS, the County is authorized to administer Project land and water areas for recreation and fish and wildlife enhancement purposes, and operate, maintain, and replace facilities provided for such purposes, and is empowered to contract for such purposes, and is empowered to contract in these respects; and

WHEREAS, the Government is authorized by the Federal Water Project Recreation Act, (Public Law 89-72, 16 U.S.C. 460/-12, et seq), as amended by Section 77 of the Water Resources Development Act of 1974, (Public Law 93-251 dated 7 March 1974), to make contracts with non-Federal public bodies for development, management, and administration of the recreation and fish and wildlife resources of Federal water resources projects; and

WHEREAS, the County has furnished an assurance dated 10 February 1970 that the County will:

"1. In accordance with the Federal Water Project Recreation Act:

"(a) Administer land and water areas for recreation and fish and wildlife enhancement;

"(b) Pay, contribute in kind, or repay (which may be through user fees) with interest, one-half of the separable cost allocated to recreation and fish and wildlife enhancement: presently [10 February 1970] estimated at \$1,670,000 for Longview Reservoir and \$1,160,000 for Blue Springs Reservoir; and

"(c) Bear all costs of operation, maintenance, and replacement of recreation and fish and wildlife lands and facilities, presently /10 February 1970/ estimated at \$72,000 for Longview and \$42,000 for Blue Springs on an average annual basis.

"2. Undertake all practicable measures to control pollution of the streams subject to low-flow augmentation by adequate treatment or other methods of controlling wastes at their source; and

"3. Obtain water rights needed for storage and use of water, resolve any conflicts in water rights as necessary to assure effective operation of the projects, and use the water in a manner consistent with Federal and State laws."

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - DEFINITION OF TERMS. For the purpose of this contract, certain terms are defined as follows:

(a) Joint costs. The total cost of the project minus the sum of the separable costs for all project purposes.

(b) First costs, used interchangeably with the terms "capital costs" and "project costs", is the initial capital cost of the project, including: engineering, design, supervision, and administration; land acquisition; construction; and interest during construction.

(c) Separable costs as applied to any project purpose, means the difference between the capital cost of the entire multiple-purpose project and the capital cost of the project with the purpose omitted.

(d) Interest during construction consists of an amount of accrued interest added to expenditures for establishment of project services during the period between the actual outlay and the time the recreation or fish and wildlife services become available.

ARTICLE 2 - LANDS AND FACILITIES.

(a) The Government agrees to design, construct, and operate the Projects to provide for optimum enhancement of general recreation and fish and wildlife consistent with other authorized Project purposes. Attached hereto and made a part hereof are drawings entitled "General Development Plan - Longview Lake" and "General Development Plan - Blue Springs Lake", (File numbers RBL-3-7 and RBL-2-9 designated as Exhibit "A" and Exhibit "B", respectively). These drawings depict the lands necessary for such enhancement.

(b) In addition to the lands to be acquired for other authorized purposes, the Government will acquire certain lands specifically to enhance the recreation and fish and wildlife potential of the Projects.

The lands anticipated to be acquired for all Project purposes, including recreation and fish and wildlife are those lands shown on Exhibits "A" and "B".

(c) The Government in cooperation with the County will prepare a mutually acceptable "Plan of Recreation and Fish and Wildlife Development and Management" which will depict and identify the types and quantities of facilities which the Government and the County will construct in accordance with this contract. The presently estimated cost of facilities to be so provided is contained in Exhibit "C" entitled "Estimated Separable Costs", attached hereto and made a part hereof. Such estimate of facility cost is subject to reasonable adjustment as appropriate upon completion of construction and approval of the above mentioned "Plan of Recreation and Fish and Wildlife Development and Management."

(d) The facilities as shown in Exhibit "C", as it may be adjusted in accordance with paragraph (c) above, shall be constructed jointly by the parties through mutually satisfactory division of responsibility for construction which takes into account direct and indirect cost savings which may be gained by the parties in the public interest for certain specific facilities. Provided, that the facilities to be constructed by each party shall be formally agreed upon by the two parties prior to construction, consistent with the provisions of Article 3.

(e) The Government will make available by lease or license to the County, for County management and administration, the use and occupancy of approximately 5,031 acres of land and water areas for Longview Lake and 2,554 acres for Blue Springs Lake (more fully described in the "Plan of Recreation and Fish and Wildlife Development and Management"), together with facilities located thereon and acquired or constructed pursuant to this contract. No provision of this contract, including this subparagraph (e), shall merge into any such lease or license, but each and every obligation of each party hereto shall remain in full force and effect unless altered by mutual agreement or Article 10 hereof.

(f) Title to all lands and facilities specifically acquired, developed, or constructed by or with Government assistance to enhance the recreation and/or fish and wildlife potentials of the Projects shall at all times be in the United States. Project lands shall be under the exclusive control of the Government for all purposes except recreation and fish and wildlife enhancement.

(g) The performance of any obligation or the expenditure of any funds by the Government under this contract is contingent upon Congress making the necessary appropriations and funds being allocated and made available for the work required hereunder.

ARTICLE 3 - CONSIDERATION AND PAYMENT. Each party hereto will pay or contribute in kind fifty percent (50%) of the separable first costs of recreation development and fifty percent (50%) of the separable costs of future recreation development. The County shall also pay or contribute in kind twenty-five percent (25%) of the separable first costs of fish and wildlife development and twenty-five percent (25%) of the separable costs of future fish and wildlife development. In addition, as between the parties hereto and except as may be specified to the contrary in any separate contract between the parties, the Government will pay seventy-five percent (75%) of the separable first costs of fish and wildlife development, seventy-five percent (75%) of the separable costs of future fish and wildlife development, and one hundred percent (100%) of the joint costs of the projects allocated to recreation and to fish and wildlife enhancement.

(a) Initial development. Fifty percent (50%) of the estimated separable first costs of initial recreation development and twenty-five percent (25%) of the estimated separable first costs of initial fish and wildlife development are estimated to be \$5,488,000 for Longview Lake and \$3,129,000 for Blue Springs Lake. The County's share of such estimated separable first costs for each project shall be paid to the Government as follows:

(1) There shall be deducted from the County's share an amount equal to the sum of the fair market value of any lands or facilities provided by the County (such value being computed as of the date such lands or facilities were provided and not including enhancement due to the Project), and any cash expenditures made by the County towards separable first costs of the Project.

(2) The amount remaining after such deduction shall be paid to the Government with interest on the unpaid balance within fifty (50) years after the recreational and fish and wildlife enhancement facilities are first available for future operation. Such repayment will be made annually in such equal amounts as to complete repayment within such fifty (50) year period.

(3) Interest during construction and interest on the unpaid balance shall be at a rate to be determined by the Secretary of the Treasury of the United States as of the beginning of the fiscal year in which Project construction is initiated, pursuant to the formula prescribed by Section 301(b) of the Water Supply Act of 1958 (Public Law 85-500, 43 U.S.C. 390b(b)). For the Projects, this interest rate is 3.342 percent. Such interest rate shall not change during the repayment period.

(4) The estimated schedule of repayment for each Project, based on the current estimate of separable first costs, the interest rate in effect on the date of execution hereof (3.342%), and 50 year repayment, is contained in Exhibit "D" of this contract. Each repayment schedule will be recomputed by the parties upon completion of construction on the basis of actual separable first costs incurred, the interest rate in effect for the Government fiscal year in which Project construction is initiated, and the amount of the County's share remaining unpaid at the time the Contracting Officer notifies the County in writing that the lands and facilities are available for useful operation. Interest during construction shall be paid over a period of years as part of the separable first costs of the Projects, but subsequently accruing interest shall be paid with the installments due at the end of the period in which such interest has accrued.

(5) The initial installment shall be due and payable within thirty (30) days after the County is notified in writing by the Contracting Officer that the lands and facilities are available for useful operation. Subsequent installments shall be due and payable to the Treasurer of the United States within thirty (30) days of the yearly anniversary date of such notice.

(6) The County may, without penalty, prepay at any time or times any part or all of the principal and interest due and payable under this contract. Interest with respect to any pre-paid principal shall accrue only through the date of repayment.

(b) Future Development. Neither party is obligated by this contract to undertake any future development of the Projects, except to the extent this contract may be so modified by future supplemental agreement signed by the parties and approved by the Secretary of the Army or his authorized representative. If at any time the County wishes to undertake further development of the facilities to be leased to it hereunder, it may do so at its expense provided prior approval of the Contracting Officer is obtained, but the Government shall not be obligated to reimburse the County for any portion of such expense in the absence of a supplemental agreement hereto as aforesaid.

(c) Other Federal Funds. No repayment credit of any kind whatsoever will be allowed the County for any expenditures financed by, involving, or consisting of, either in whole or in part, contributions or grants of assistance received from any Federal agency in providing any lands or facilities for recreation or fish and wildlife enhancement hereunder.

(d) Adjustments to reflect costs. The dollar amounts set forth in this Article are based upon the Government's best estimates, and are

subject to adjustments based on the costs actually incurred. Such estimates are not to be construed as representations of the total financial responsibilities of each of the parties.

ARTICLE 4 - CONSTRUCTION AND OPERATION OF ADDITIONAL FACILITIES.

(a) The "Plan of Recreation and Fish and Wildlife Development and Management" may be modified to provide for the construction of additional facilities for recreation or fish and wildlife enhancement by the mutual agreement of the Government and the County. The criteria for establishing a need for these new facilities shall include, but not be limited to, the necessity for such additional facilities to serve the using public, the adequacy of such facilities to serve that need, and the design and location of such facilities. The cost-sharing and administration, operation, maintenance, and replacement of such additional facilities shall be on the same basis as herein agreed for the facilities set forth in the "Plan of Recreation and Fish and Wildlife Development and Management."

(b) Certain types of facilities, including but not necessarily limited to restaurants, lodges, golf courses, cabins, clubhouses, overnight or vacation-type structures, stables, marinas, swimming pools, commissaries, chairlifts and such similar revenue-producing facilities, may be constructed by the County or third parties and may be operated by the County or by third parties on a concession basis. Any such construction and operation of these types of facilities shall be compatible with all project purposes and shall be subject to the prior approval of the Contracting Officer. However, the County shall not receive credit for costs of such facilities against amounts due and payable under Article 2. and such facilities shall not be deemed to be developed or constructed with Government assistance for purpose of Article 2(f).

ARTICLE 5 - FEES AND CHARGES. The County may assess and collect fees for entrance to developed recreation and fish and wildlife areas and for use of the Project facilities and areas, in accordance with a fee schedule mutually agreed to by the parties. Prior to assessment and collection of such fees, a mutually acceptable fee schedule will be prepared. At least each five years, or more frequent if deemed appropriate, the parties will review such schedule and, upon the request of either, renegotiate the schedule. The renegotiated fee schedule shall, upon written agreement thereto by the parties, supersede all prior fee schedules without the necessity of modifying this contractual document.

ARTICLE 6 - FEDERAL AND STATE LAWS.

(a) In acting under its rights and obligations hereunder, the County agrees to comply with all applicable Federal and State laws and

regulations, including but not limited to the provisions of the Davis-Bacon Act (40 U.S.C. 276 a-a(7)); the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333); and Part 3 of Title 29, Code of Federal Regulations.

(b) The County furnishes, as part of this contract, an assurance (Exhibit "E") that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241 42 U.S.C. 2000d, et seq) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations. The County agrees also that it will obtain such assurances from all of its concessionaires.

(c) The County furnishes as part of this contract an assurance (Exhibit "F") that it will comply with Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646).

(d) The County by entering into this contract acknowledges that it understands and is bound by Section 221, Public Law 91-611 (42 U.S.C. 1962d-5b). As part of this contract the chief legal officer of the County furnishes his written approval of this contract (Exhibit "G").

ARTICLE 7 - OPERATION AND MAINTENANCE.

(a) The County shall be responsible for operation, maintenance, and replacement without cost to the Government, of all facilities developed to support Project recreation and fish and wildlife opportunities. The County shall maintain all Project lands, waters, and facilities in a manner satisfactory to the Contracting Officer and pursuant to the provisions of any lease or license which may subsequently be entered into between the parties hereto, with the exception of lands required for operation of the Project structures as described in (c) below.

(b) For the lands and waters to be made available pursuant to this contract, the County will prepare, and upon approval of the Contracting Officer, implement plans and programs for effective management of the forest and range resources of the Projects, including but not limited to measures to control soil erosion, suppress wild fires, control vectors and pests, and maintain the shoreline of the lakes in attractive condition.

(c) The Government or its assignees will operate and maintain those lands, structures, and facilities such as dams, dikes, spillways and outlet works required for control and regulation of the waters stored in the lakes, the access roads to the dams, and any Project visitor facilities constructed in conjunction with these works. The Government will accomplish shoreline debris removal for a period of

two years after initial impoundment of water to elevation 891.0 feet, m.s.l., in Longview Lake and elevation 794.0 feet, m.s.l., in Blue Springs Lake. The elevation of the water in the Longview Lake above elevation 870.0 feet, m.s.l., and above 794.0 feet, m.s.l., in the Blue Springs Lake shall be controlled exclusively by the Government. The elevation of the water below elevation 870.0 feet, m.s.l., in the Longview Lake and below elevation 794.0 feet, m.s.l., in the Blue Springs Lake shall be retained insofar as practicable as permanent pool areas for recreation and fish and wildlife purposes.

(d) The Government reserves the right to take such measures as may be necessary in the operation of the Projects to preserve life and/or property.

ARTICLE 8 - RELEASE OF CLAIMS.

(a) The Government and its officers and employees shall not be liable in any manner to the County for or on account of damage caused by the development, operation, and maintenance of the general and fish and wildlife/recreation facilities of the Projects. To the extent that it may legally do so, the County hereby releases the Government and agrees to hold it free and harmless and to indemnify it from all damages, claims, or demands that may result from development, operation, and maintenance of the general and fish and wildlife/recreation areas and facilities, except with respect to those functions reserved to the Government under paragraphs (c) and (d) of Article 7.

(b) The County shall require its concessionaires to obtain from an insurance company licensed in the State and acceptable to the Government, liability or indemnity insurance providing for minimum limits of \$50,000 per person in any one claim, and an aggregate limit of \$150,000 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and \$5,000 for damage to property suffered or alleged to have been suffered by any person or persons resulting from operations under any agreement between the County and its concessionaires.

ARTICLE 9 - TRANSFER OR ASSIGNMENT. The County shall not transfer or assign this contract nor any rights acquired thereunder, nor grant any interest, privilege or license whatsoever in connection with this contract without the approval of the Secretary of the Army or his authorized representative except as provided in Article 4 of this contract.

ARTICLE 10 - DEFAULT. In the event the County fails to meet any of its obligations under this contract, the Government may terminate the whole or any part of this contract and any lease or license granted to the County for accomplishing the purpose of this contract. The rights and remedies of the Government provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 11 - EXAMINATION OF RECORDS. The Government and the County shall maintain books, records, documents, and other evidence pertaining to costs and expenses incurred under this contract, to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services and other costs and expenses of whatever nature involved therein. The Government and County shall make available at their offices at reasonable times, the accounting records for inspection and audit by an authorized representative of the parties to this contract during the period this contract is in effect.

ARTICLE 12 - RELATIONSHIP OF PARTIES. The parties to this contract act in an independent capacity in the performance of their respective functions under this contract and neither party is to be considered the officer, agent or employee of the other.

ARTICLE 13 - INSPECTION. The Government shall at all times have the right to make inspections concerning the operation and maintenance of the lands and facilities to be provided hereunder.

ARTICLE 14 - OFFICIALS NOT TO BENEFIT. No member of or delegate to the Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 15 - COVENANT AGAINST CONTINGENT FEES. The County warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the County for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to add to the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 16 - ENVIRONMENTAL QUALITY.

(a) In furtherance of the purpose and policy of the National Environmental Policy Act of 1969 (Public Law 91-190, 42 U.S.C. 4321, 4331-4335) and Executive Order 11514, entitled "Protection and Enhancement of Environmental Quality", March 5, 1970 (35 Federal Register 4247, March 7, 1970) the Government and the County recognize the importance of preservation and enhancement of the quality of the environment and the elimination of environmental pollution. Actions by either party

will be after consideration of all possible effects upon the project environmental resources and will incorporate adequate and appropriate measures to insure that the quality of the environment will not be degraded or unfavorably altered.

(b) During construction and operation undertaken by either party, specific actions will be taken to control environmental pollution which could result from their activities and to comply with applicable Federal, State and local laws and regulations concerning environmental pollution. Particular attention should be given to (1) reduction of air pollution by control of burning, minimization of dust, containment of chemical vapors, and control of engine exhaust gases and smoke from temporary heaters; (2) reduction of water pollution by control of sanitary facilities, storage of fuels and other contaminants, and control of turbidity and siltation from erosion; (3) minimization of noise levels; (4) onsite and offsite disposal of waste and spoil activities; and (5) prevention of landscape defacement and damage.

(c) The County shall not discharge water or effluent on the Project lands in such a manner that the discharge will pollute streams or other bodies of water or otherwise become a public nuisance. The County shall comply promptly with any regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency and/or a State Water Quality Agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instructions in effect or prescribed by the RPA or State Agency are hereby made a condition of this contract.

(d) The County will undertake all practicable measures to control pollution of the Little Blue River by adequate treatment or other methods of controlling wastes at their source.

ARTICLE 17 - VALUE OF LAND AND FACILITIES. If the parties hereto cannot agree on the fair market value of any lands or facilities provided by the County under provisions of Article 3(a)(1), and cannot otherwise resolve such differences, each party shall name an appraiser and the two appraisers so named shall name a third appraiser, and the decision of at least two of such three appraisers as to the fair market value shall be final and conclusive upon both parties. The cost of the services of the appraisers shall be shared equally by both parties.

ARTICLE 18 - RESOLUTION OF CONFLICTS. The County will obtain water rights needed for storage and use of water, resolve any conflicts in water rights as necessary to assure effective operation of the projects, and use the water in a manner consistent with Federal and State laws.

ARTICLE 19 - EFFECTIVE DATE. This contract shall take effect upon approval by the Secretary of the Army or his authorized representative.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA.

JACKSON COUNTY, MISSOURI

By W. A. Woodham
Colonel, Corps of Engineers
District Engineer
Contracting Officer

[Signature]
County Executive
Approved this _____ day of _____ 1974

Approved as to form this 5 day of July 1974

Date 12 July 1974

APPROVED: Victor V. Veysy
Assistant Secretary of the Army
(Civil Works)

[Signature]
County Censor

By [Signature]

Attest

Date 24 June 1976

Bernice J. Conley
County Clerk

Date July 5, 1974

EXHIBIT "C"
Estimated Separable Costs

I. - Longview Lake	<u>Estimated Cost</u>
Estimated initial capital cost:	
Multipurpose project (\$53,200,000 - \$1,320,000)*	\$51,880,000
Recreation and Fish and Wildlife omitted project (\$42,370,000 - \$1,130,000)*	-41,240,000
Separable Cost	<u>10,640,000</u>
Interest during construction (3.342%-FY 1970)	<u>336,000</u>
Separable first cost - Longview Lake	10,976,000
Separable lands (825 acres) (\$3,530,000 + \$60,000)	(3,590,000)
Facilities (\$4,790,000 + \$160,000)	(4,950,000)
Storage (\$2,320,000 + \$116,000)	(2,436,000)
II. - Blue Springs Lake	
Estimated initial capital cost:	
Multipurpose project (\$21,900,000 - \$600,000)*	\$21,300,000
Recreation and Fish and Wildlife omitted project (\$15,692,000 - \$442,000)*	-15,250,000
Separable cost	<u>6,050,000</u>
Interest during construction (3.342%-FY 1970)	<u>208,000</u>
Separable first cost - Blue Springs Lake	6,258,000
Separable lands (470 acres) (\$1,107,000 + \$15,000)	(1,122,000)
Facilities (\$3,280,000 + \$110,000)	(3,390,000)
Storage (\$1,663,000 + \$83,000)	(1,746,000)
III. - Summary - Little Blue River Lakes	
Separable first cost - Longview Lake	\$10,976,000
Separable first cost - Blue Springs Lake	<u>6,258,000</u>
Total separable first cost	\$17,234,000
County's share**	\$8,617,000
Federal share	\$8,617,000

*In accordance with Section 208 of the Flood Control Act of 1962, these estimates have been reduced by the estimated cost of road relocations to today's higher standards which are better than replacement in kind.
**In accordance with Section 77 of the Water Resources Development Act of 1974, P.L. 93-251, the local share of recreation development is 50 percent and of fish and wildlife development 25 percent. There are no facilities at either Longview Lake or Blue Springs Lake for the propagation of fish and wildlife. Therefore, all facilities are subject to the 50 percent cost sharing.

Estimated Separable Recreation Costs--con.

IV. - Initial Recreation Facilities	<u>Longview Lake</u>	<u>Blue Springs Lake</u>
24' Bituminous surface road (miles)	1.6	3.7
20' Bituminous surface road (miles)	14.7	6.4
12' Bituminous surface road (miles)	2.3	1.4
Road improvement (miles)	1.8	---
Boat Ramp (large)	1	1
Boat Ramp (small)	1	1
Parking spaces - auto	825	600
Parking spaces - auto and boat trailer	480	350
Water supply system	1	1
Water fountain	120	20
Distribution system (lineal feet)	45,700	25,000
Underground power (lineal feet)	2,000	2,000
Washhouse	2	1
Comfort station	8	6
Bathhouse	1	1
Trailer dump station	1	1
Boat dump station	1	1
Stabilization pond	11	8
Vault toilets	11	8
Operation & maintenance facilities	1	---
Courtesy dock	2	2
Picnic unit	440	320
Camping unit	120	85
Camp kitchen	40	30
Signs & markers	170	85
Group shelter	14	10
Foot trails (feet)	27,000	12,000
Swimming beach	1	1
Swimming deck	1	1
Fencing (lineal feet)	110,400	39,400
Forestation & vegetation (acres)	960	880
Children's play area	14	12
Play field	10	6
Fishing docks	3	3

EXHIBIT "D" ESTIMATED SCHEDULE OF REPAYMENT

INTEREST RATE = 0.033420

INITIAL PRINCIPAL = \$ 5488000.

I-Longview Lake

YEAR	PAYMENT	INTEREST	BALANCE
	\$	\$	\$
1	219995		5268005.00
2	219995	176056.73	5224066.73
3	219995	174580.31	5178660.04
4	219995	173070.82	5131735.86
5	219995	171502.61	5083243.46
6	219995	169882.00	5033130.47
7	219995	168207.22	4981342.69
8	219995	166476.47	4927824.15
9	219995	164687.88	4872517.04
10	219995	162839.52	4815361.56
11	219995	160929.38	4756295.95
12	219995	158955.41	4695256.35
13	219995	156915.47	4632176.82
14	219995	154807.35	4566989.18
15	219995	152628.78	4499622.96
16	219995	150377.40	4430005.35
17	219995	148050.78	4358061.13
18	219995	145646.40	4283712.53
19	219995	143161.67	4206879.20
20	219995	140593.90	4127478.10
21	219995	137940.32	4045423.42
22	219995	135198.05	3960626.47
23	219995	132364.14	3872995.61
24	219995	129435.51	3782436.13
25	219995	126409.02	3688850.15
26	219995	123281.37	3592136.52
27	219995	120049.20	3492190.72
28	219995	116709.01	3388904.72
29	219995	113257.20	3282166.92
30	219995	109690.02	3171861.94
31	219995	106003.63	3057870.58
32	219995	102194.03	2940069.60
33	219995	98257.13	2818331.74
34	219995	94188.65	2692525.38
35	219995	89944.20	2562514.58
36	219995	85639.24	2428158.82
37	219995	81149.07	2289312.89
38	219995	76508.84	2145826.73
39	219995	71713.53	1997545.26
40	219995	66757.96	1844308.22
41	219995	61636.78	1685950.00
42	219995	56344.45	1522299.45
43	219995	50875.25	1353179.70
44	219995	45223.27	1178407.97
45	219995	39382.39	997795.36
46	219995	33346.32	811146.68
47	219995	27108.52	618260.20
48	219995	20662.26	418927.46
49	219995	14000.56	212933.02
50	220049.24	7116.22	0.

D-1

EXHIBIT "D"

ESTIMATED SCHEDULE OF REPAYMENT

INTEREST RATE = 0.033420
 INITIAL PRINCIPAL = \$ 3129000.

II-Blue Springs Lake

YEAR	PAYMENT	INTEREST	BALANCE
	\$	\$	\$
1	125431		3003569.00
2	125431	100379.28	2978517.28
3	125431	99542.05	2952628.33
4	125431	98676.84	2925874.17
5	125431	97782.71	2898225.88
6	125431	96858.71	2869653.59
7	125431	95903.82	2840126.41
8	125431	94917.02	2809612.43
9	125431	93897.25	2778078.68
10	125431	92843.39	2745491.07
11	125431	91754.31	2711814.38
12	125431	90628.84	2677012.23
13	125431	89465.75	2641046.97
14	125431	88263.79	2603879.76
15	125431	87021.66	2565470.42
16	125431	85738.02	2525777.44
17	125431	84411.48	2484757.92
18	125431	83040.61	2442367.53
19	125431	81623.92	2398560.14
20	125431	80159.89	2353289.34
21	125431	78646.93	2306505.27
22	125431	77083.41	2258157.69
23	125431	75467.63	2208194.31
24	125431	73797.85	2156561.16
25	125431	72072.27	2103202.43
26	125431	70289.03	2048060.46
27	125431	68446.18	1991075.65
28	125431	66541.75	1932186.39
29	125431	64573.67	1871329.06
30	125431	62539.82	1808437.88
31	125431	60437.99	1743444.87
32	125431	58265.93	1676279.80
33	125431	56021.27	1606870.07
34	125431	53701.60	1535140.67
35	125431	51304.40	1461014.07
36	125431	48827.09	1384410.16
37	125431	46266.99	1305246.15
38	125431	43621.33	1223436.48
39	125431	40887.25	1138892.73
40	125431	38061.80	1051523.53
41	125431	35141.92	961234.15
42	125431	32124.46	867927.91
43	125431	29006.15	771503.06
44	125431	25783.63	671895.69
45	125431	22453.42	568878.11
46	125431	19011.91	462459.02
47	125431	15455.38	352483.40
48	125431	11780.00	238832.40
49	125431	7981.78	121383.18
50	125439.81	4056.63	0.

EXHIBIT "E" - ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE
DIRECTIVE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

THE COUNTY OF JACKSON COUNTY, MISSOURI
(hereinafter called "Applicant-Recipient")

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 Code of Federal Regulations Part 300, issued as Department of Defense Directive 5500.11, 28 December 1964) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Directive, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from Department of the Army and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by this Department of the Army, assurance shall obligate the Applicant-Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by Department of the Army.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Department, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding

on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

THE COUNTY OF JACKSON COUNTY, MISSOURI
(Applicant-Recipient)

By *Roger W. Allen*
County Executive

Approved this 14 day of July 1974

Approved as to form this 5 day of July 1974

[Signature]
Deputy County Counselor

Attest:

Bernice J. Conley
County Clerk

Date July 5, 1974

EXHIBIT "F"

ASSURANCE OF COMPLIANCE WITH SECTIONS 210 AND 305 OF
THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY
ACQUISITION POLICIES ACT OF 1970

Pursuant to Section 210 of Public Law 91-646, the County will:

- (1) provide fair and reasonable relocation payment to and assistance for displaced persons, as are required to be provided by a Federal agency under Sections 202, 203, and 204 of Public Law 91-646;
- (2) provide relocation assistance programs offering the services described in Section 205, Public Law 91-646, to such displaced persons;
- (3) make available within a reasonable period of time prior to displacement, decent, safe, and sanitary replacement dwellings to displaced persons in accordance with Section 205(c)(3) of Public Law 91-646.

Pursuant to Section 305 of Public Law 91-646, the County will:

- (1) in acquiring real property be guided, to the greatest extent practicable under State Law, by the land acquisition policies in Sections 301 and 302, Public Law 91-646, and
- (2) agree that property owners will be paid or reimbursed for necessary expenses as specified in Sections 303 and 304 of Public Law 91-646.

Nothing in the above assurances required by Public Law 91-646, shall be considered or construed as a waiver of the County's rights, if any, to the Federal financial assistance set forth under Sections 207 and 211 of said Public Law 91-646.

The effective date of the assurances set forth above shall be as provided in Section 221 of said Public Law 91-646.

By George W. Felton
County Executive

W. William [Signature]
Approved this _____ day of _____ 1974

Approved as to form this 5 day of July 1974

James [Signature]
County Counselor

Attest:
Bernice J. Conley
County Clerk

Date July 5, 1974

EXHIBIT "G" - LOCAL COOPERATION AGREEMENT REVIEW AND APPROVAL

I, James C. Morris, duly qualified and admitted to practice as an attorney-at-law in the State of Missouri and acting as the chief legal advisor or officer of the County of Jackson County, Missouri, a non-Federal sponsor, have reviewed and approved the attached written agreement identified as "Contract Between the United States of America and the County of Jackson County, Missouri, for Recreation Development at the Little Blue River Lakes, Missouri." In making this review and giving this approval, I have considered the effect of Section 221 of the Flood Control Act of 1970 (42 U.S.C. 1962d-5b) as pertains to the agreement.

I have concluded that the aforesaid non-Federal sponsor is a legally constituted public body with full authority and capability to perform the terms of its agreement and to pay damages, if necessary, in the event of failure to perform. I have also concluded that this agreement is enforceable in the appropriate District Court of the United States, as required by said Section 221.

James C. Morris
Deputy County Counselor
Title
Date 1-5-74

Contract No. DACW41-74-C-0040
Supplemental Agreement No. 1

SUPPLEMENTAL AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
JACKSON COUNTY, MISSOURI
FOR
RECREATION AND FISH AND WILDLIFE DEVELOPMENT
AT THE
LITTLE BLUE RIVER LAKES, MISSOURI

THIS SUPPLEMENTAL AGREEMENT entered into 78 June 14 by and between the UNITED STATES OF AMERICA (hereinafter called the "Government") represented by the Contracting Officer executing this agreement and Jackson County, Missouri (hereinafter called the "County"), WITNESSETH THAT:

WHEREAS, Contract No. DACW41-74-C-0040 for Recreation and Fish and Wildlife Development at the Little Blue River Lakes, Missouri, was entered into by the parties on 74 May 20 and approved according to all proper authority by the Secretary on 76 Jun 24, and

WHEREAS, Article 2 (e) of that contract states "each and every obligation of each party hereto shall remain in full force and effect unless altered by mutual agreement," and

WHEREAS, both parties hereto wish to improve water depths for recreation by raising the multipurpose pool level at Blue Springs Lake from elevation 794.0 feet, m.s.l. to elevation 802.0 feet, m.s.l.

NOW, THEREFORE, the parties mutually agree to supplement Contract No. DACW41-74-C-0040 by the following:

1. Article 2(a) is supplemented by adding the following wording after the first sentence: "In addition the Government further agrees to design, construct, and operate the Project at Blue Springs Lake in accordance with the approved design to increase water depths for recreation. A revised Exhibit 'B' is attached to reflect the change in necessary lands."

2. Article 2(b) is supplemented by adding the words "the revised Exhibit" before the letter 'B' and deleting the letter 's' on Exhibits.

3. Articles 2(c) and 2(d) are supplemented by adding the word "revised" before the phrase "Exhibit 'C'."

4. The following (e) is added to Article 3: "The County agrees to share in any additional cost of such design, construction, and operation at Blue Springs Lake according to the provision of this article. A revised estimated schedule of those costs is contained in revised Exhibit 'C'."

5. Delete "elevation 794.0 feet, m.s.l." anywhere it appears in Article 7(c) and substitute "elevation 802.0 feet, m.s.l."

6. Add the following new Article 20 - REMAINING PROVISIONS: "All other provisions of Contract No. DACW41-74-C-0040 are to remain in full force and effect and the provisions of this agreement are to be read so as to be consistent with those provisions as supplemented hereby."

7. Add the following new Article 21 - EFFECTIVE DATE: "This supplemental agreement shall take effect upon approval of the Secretary of the Army or his authorized representative."

IN WITNESS WHEREOF, the parties hereto have executed this supplemental agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

JACKSON COUNTY, MISSOURI

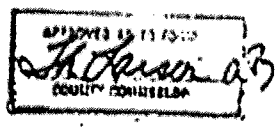
By 
Contracting Officer


County Executive

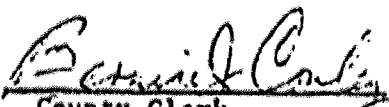
Date _____

Approved as to form this 5 day
of June, 1978.

APPROVED BY:



Secretary of the Army

Attest:

County Clerk

Date _____

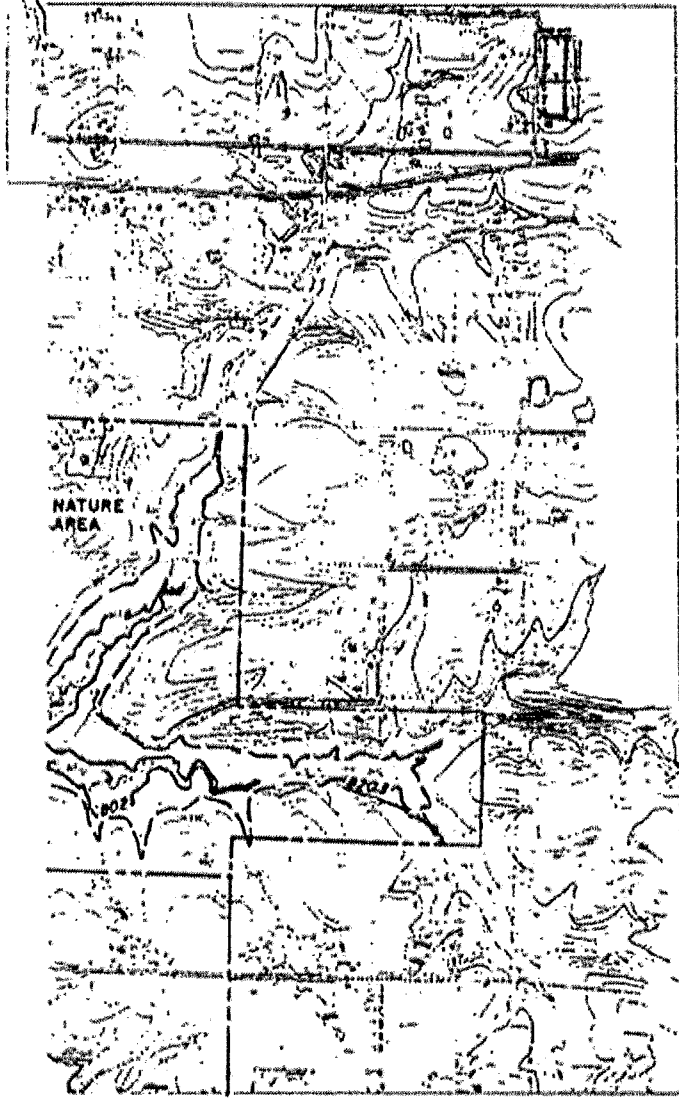
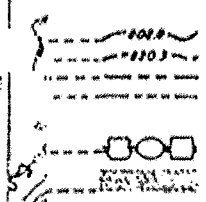
Date 6/2/78

DATE: 1978
DESCRIPTION: EAST PARK LITTLE BLUE RIVER, MISSOURI
PROJECT: BLUE SPRINGS LAKE
SHEET NO. 1

BLUE SPRINGS LAKE

GENERAL DEVELOPMENT PLAN

Scale: as shown
CORPS OF ENGINEERS U. S. ARMY
KANSAS CITY DISTRICT
FILE NO. RBL-2-80
JUNE 1978



DRINK 8

REVISED EXHIBIT "C"
Estimated Separable Costs

Estimated Cost
Based on July 1973
Price Levels

I. Longview Lake

Estimated initial capital cost:	
Multipurpose project*	\$51,880,000
Recreation and Fish and Wildlife omitted project*	<u>-41,240,000</u>
Separable Cost	\$10,640,000
Interest during construction (3.3427-FY.1970)	<u>336,000</u>
Separable first cost - Longview Lake	\$10,976,000
Separable lands (825 acres) (\$3,530,000 + \$60,000)	(3,590,000)
Facilities (\$4,790,000 + \$160,000)	(4,950,000)
Storage (\$2,320,000 + \$116,000)	(2,436,000)
County's share**	\$5,488,000
Federal share	\$5,488,000

*In accordance with Section 208 of the Flood Control Act of 1962, these estimates have been reduced by the estimated cost of road relocations to today's higher standards which are better than replacement in kind.

**In accordance with Section 77 of the Water Resources Development Act of 1974, P.L. 93-251, the local share of recreation development is 50 percent and of fish and wildlife development 25 percent. There are no facilities at Longview Lake for the propagation of fish and wildlife. Therefore, all facilities are subject to the 50 percent cost sharing.

42-400-03-

Missouri Warranty Deed 651936

This Indenture, Made on the 13th day of September A. D., One

Thousand Nine Hundred and Fifty-Five by and between James C. King and Loretta I. King, his wife

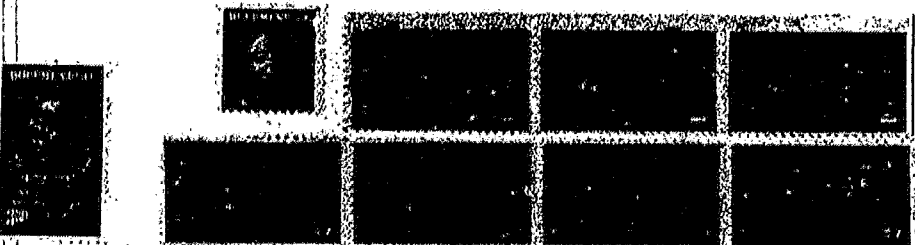
1204 PAGE 695

of the County of Jackson, State of Missouri parties of the first part, and Jackson County, Missouri

of the County of Jackson, State of Missouri party of the second part,

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, in consideration of the sum of DOLLARS, to them paid by said party of the second part (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part its heirs and assigns, the following described lots, tracts or parcels of land

lying, being and situate in the County of Jackson and State of Missouri, to wit: The west 10 acres of the Northeast 1/4 of the Southwest 1/4; also the Southeast 1/4 of the Southwest 1/4; also the North 10 acres of the South 10 acres of the West 1/2 of the Southwest 1/4, except easement for road over West 10 feet for road purposes; also 10 acres described as follows: Beginning 60 poles North of the Southeast corner of the West 1/2 of the Southwest 1/4, running thence North 40 poles; thence West 40 poles; thence South 40 poles; thence East 40 poles to the place of beginning, all the above described land being in Section 10, Township 48, Range 31, and containing in the aggregate 70 acres, more or less, in Jackson County, Missouri. Also, the south 1/2 of the southwest 1/4 of the Southwest 1/4 of Section 10, Township 48, Range 31, in Jackson County, Missouri.



TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto its heirs and assigns forever; the said parties of the first part hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said party of the second part and unto its heirs and assigns forever, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal 5 the day and year above written.

James C. King (SEAL)
Loretta I. King (SEAL)
(SEAL)
(SEAL)

1204 PAGE 696

MISSOURI ACKNOWLEDGMENT—MAN AND WIFE

STATE OF Missouri

COUNTY OF Jackson

On this 13th day of September, 1955

before me, Charles W. Michaux, Jr., a Notary Public, personally appeared

James C. King and Loretto L. King

the wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Independence, Missouri the day and year last above written.

My term expires March 30th, 1959

Charles W. Michaux, Jr.
Notary Public in, and for said County and State.

NOTARY
PUBLIC
MISSOURI

Sept 10 1955
J. Miller

42-400-03-21

1218-401

FORM No. 1—CLASS B

Demarest Stationery Co., 309, Walnut, Kansas City, Mo.

Missouri Warranty Deed

668937

This Indenture, Made on the 24th day of July A. D., One
 Thousand Nine Hundred and Forty-Six by and between Gladys Combs, Single, who is
 the widow and surviving tenant by the entirety of George D. Combs;
 of the County of Jackson, State of Missouri part of the first part, and
Jackson County, Missouri

of the County of Jackson, State of Missouri, part of the second part,

WITNESSETH: THAT THE SAID PART OF THE FIRST PART, in consideration of the

sum of ONE DOLLARS;

and for the value and consideration to be paid by said part of the second part (the receipt of which is hereby acknowledged), do

by their presents, Grant, Bargain and Sell, Convey and Confirm unto the said part of the second

part here and assigns, the following described lots, tracts or parcels of land

lying, being and situate in the County of Jackson and State of Missouri, to wit:

Three, Nine and Three One-Hundredths (3 9/10) Acres of the Southeast Quarter of the Southwest Quarter of the Section 36, Township 36 North, Range 11 West, Merion County, Missouri.

The said premises were conveyed to the said part of the second part by the said part of the first part by deed of conveyance bearing date the 24th day of July, 1956, and the said part of the second part has not paid any taxes on the said premises for the period of one year from the date of the said deed of conveyance. The said part of the first part hereby covenants that the said part of the second part shall pay the taxes on the said premises for the period of one year from the date of the said deed of conveyance. The said part of the first part hereby covenants that the said part of the second part shall pay the taxes on the said premises for the period of one year from the date of the said deed of conveyance.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said part of the second part and unto their heirs and assigns forever; the said part of the first part hereby covenanting that

lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that the said part of the second part has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by the said part of the first part or those under whom they claim; and that the said part of the second part will warrant and defend the title to the said premises unto the said part of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said part of the first part has hereunto set their hand and seal the day and year above written.

Gladys Combs (SEAL)

(SEAL)

(SEAL)

(SEAL)



MISSOURI ACKNOWLEDGMENT—UNMARRIED PERSON

STATE OF MISSOURI

COUNTY OF JACKSON On this 24 day of July, 1956

before me, the undersigned, a Notary Public personally appeared Gladys Combs

whom I know to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed. And she said Gladys Combs

is single and unmarried.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, Missouri, this 24th day of July, 1956.

Bartlett M. Tullis
Notary Public in and for said County and State.

May 21 1957

FILED FOR RECORD AND DULY RECORDED IN MY OFFICE ON THIS 3 DAY

OF JULY A.D. 1956 AT 2 O'CLOCK 30 MINUTES

N. NATHAN SCARBETT, RECORDER BY *John Crain* DEPUTY.

648144

MISSOURI WARRANTY DEED

1201 (MS: 203)

THIS INDENTURE, Made on the 15th day of July A.D., One Thousand Nine Hundred and Fifty Five by and between Paul A. Dow and Katharine C. Dow, his wife, of the County of Jackson, State of Missouri, parties of the first part, and Jackson County, Missouri, of the County of Jackson, State of Missouri, party of the second part,

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS, to them paid by said party of the second part (the receipt of which is hereby acknowledged), do, by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, its heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Jackson and State of Missouri, to-wit:

All of the NW 1/4 of the NE 1/4 of Section 15, Township 48, Range 31, and all of the W 1/2 of the SE 1/4 of Section 10; and the S 10 acres of the W 1/2 of the NE 1/4 of Section 10, all in Township 48, Range 31;

Also, the following described tract; Beginning at a point 110-1/2 poles south of the NE corner of the W 1/2 of the Northeast 1/4 of Section 10, Township 48, Range 31; thence South 66 degrees West 70 poles; thence W. 60.07 poles to a point 20.07 poles North of the center of the Section, thence South to the NW corner of a ten acre tract (being the South 10 acres of the West 1/2 of the NE 1/4) thence East along the North line of said 10 acres to the East line of the W 1/2 of the NE 1/4, thence North to point of beginning, containing 6 acres, more or less.

Except all that part of the West 1/2 of the SE 1/4 and all that part of the W 1/2 of the NE 1/4 of Section 10, Township 48, Range 31, described as follows:

Beginning at the center of said Section 10, thence South along the N-S center line of said Section 10, 251.5 feet to a point; thence East and at right angles to the last described course, 459.6 feet to a point; thence North 2 degrees West, 678.25 feet to a point; in the center line of Woods Chapel Road as the same now exists; thence Southwesterly along the said center line of Woods Chapel Road to its intersection with the said North-South center line of Section 10, thence South along the said North-South center line of Section 10, 223.3 feet to the point of beginning; except that part in Woods Chapel Road; and

Except all that part of the W 1/2 of the NE 1/4 of Section 10, Township 48, Range 31, described as follows:

1204 PAGE 300

Beginning at the North-South center line of Section 10, Township 48, Range 31, 251.5 ft. South of the center of said Section, thence South along said center line, 465.7 feet, thence East at a right angle to the last described course, 475.86 feet, thence North 2 degrees West 465.9 feet to a point which is 459.6 feet due East, measured at a right angle to the North-South center line of Section 10 of the point of beginning; thence West 459.6 feet to the point of beginning, containing 5 acres.

Subject to Jackson County Zoning Order and to all church, school house and cemetery sites, public and private roads and highways, oil and gas leases, and all other easements, if any, thereon.

TO HAVE AND TO HOLD the premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto its heirs and assigns Forever; the said first parties hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said party of the second part and unto its heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

William A. Cow (SEAL)
Katherine C. Dyer (SEAL)

(SEAL)



496246 Corporation Warranty Deed

This Indenture, Made on the 3rd day of May A. D., One
Thousand Nine Hundred and Forty-four by and between

PRAIRIE LEE DEVELOPMENT COMPANY,
a corporation duly organized under the laws of the State of Missouri, of the County
of Jackson, State of Missouri, party of the first part, and
JACKSON COUNTY, MISSOURI

of the County of ~~JACKSON~~ JACKSON, party of the second part,

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum of
ONE (\$1.00) DOLLAR and other valuable considerations ~~XXXXXXXXXX~~,
to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged,
does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said
party of the second part, its ^{SUCCESSORS} ~~HEIRS~~ and assigns, the following described lots, tracts or
parcels of land, lying, being and situate in the County of Jackson and State of
Missouri to-wit: All

A tract of land containing 3.99 acres lying in the Northwest Quarter of the Northeast Quarter of Section 34, Township 48 North, Range 31 West, and more particularly described as follows:

Beginning at a point on the West line of the Northeast Quarter of said Section 34, 708.2 feet South of the Northwest Corner of the Northeast Quarter of said Section 34; thence left 87° 51' a distance of 159.6 feet; thence left 14° 25' a distance of 384.4 feet; thence right 78° 27' a distance of 217.7 feet; thence right 68° 12' a distance of 104.1 feet; thence right 77° 56' a distance of 195.8 feet; thence right 15° 15' a distance of 183.6 feet; thence right 15° 40' a distance of 333.0 feet; thence left 30° 23' a distance of 64.4 feet to a point on the West line of the Northeast Quarter of said Section 34; said point being 291.4 feet North of the Northwest Corner of the Southwest Quarter of the Northeast Quarter of said Section 34; thence North along the said West line of the Northeast Quarter of said Section 34 a distance of 320.4 feet to the point of beginning.

Also a tract of land containing 63.17 acres more or less, being all of the East Half of Section 34, Township 48 North, Range 31 West, except the two following described parcels:

Parcel No. 1 excepted.

A tract of land containing 6.72 acres, more or less, lying in the Northeast Corner of the Northwest Quarter of said Section 34, and more particularly described as follows:

Beginning at the Northeast Corner of the Northwest Quarter of said Section 34; thence West along the North line of said Section 34 a distance of 876.8 feet; thence left 121° 06' a distance of 142.9 feet; thence right 70° 14' a distance of 227.2 feet; thence left 54° 14' a distance of 114.2 feet; thence right 38° 41' a distance of 181.8 feet; thence left 60° 54' a distance of 244.3 feet; thence left 21° 59' a distance of 120.1 feet, to a point on the East line of the Northwest Quarter of said Section 34; thence North along said East line of the Northwest Quarter of said Section 34 a distance of 708.2 feet to the point of beginning.

Parcel No. 2 excepted:

Beginning at the Northeast Corner of the Southeast Quarter of the Northwest Quarter of Section 34, Township 48 North, Range 31 West; thence North along the East line of the Northwest Quarter of said Section a distance of 291.4 feet; thence left 101° 01' a distance of 101.1 feet; thence left 32° 26' a distance of 270.2 feet; thence left 34° 57' a distance of 260.0 feet; thence left 7° 26' a distance of 484.8 feet; thence right 39° 45' a distance of 154.8 feet; thence right 6° 14' a distance of 139.4 feet; thence left 13° 41' a distance of 149.1 feet; thence left 31° 12' a distance of 274.1 feet, to a point on the South line of the Northwest Quarter of said Section 34; thence East along said South line a distance of 454.1 feet to the Southeast Corner of the Northwest Quarter of said Section 34; thence North along the East line of said Quarter Section to the point of beginning.



TO HAVE AND TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part, and unto its successors ~~and~~ and assigns forever, the said Prairie Lee Development Company

hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that it

will warrant and defend the title of the said premises unto the said party of the second part and unto its ~~and~~ successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its President and attested by its Secretary, and the corporate seal to be hereto attached, this day and year first above written.

Edward L. Matthews
Secretary.

Prairie Lee Development Co
By *William Hicks*
President.

MISSOURI CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI }
COUNTY OF JACKSON } ss. On this 24 day of May, 1944
before me, appeared *E. Matthews*
to me personally known, who being by me duly sworn, did say that he is the President of
Prairie Lee Development Company.

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said *E. Matthews* acknowledged, said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Missouri, this day and year last above written.
My commission expires Feb 17th - 1948 *John A. Keltner*
Notary Public within and for said County and State.

FILED FOR RECORD AND DULY RECORDED IN MY OFFICE ON THIS 30 DAY OF
Nov., A. D., 1944, AT 3 O'CLOCK, 16 MINUTES, P. M.
JOHN P. SHERROD, RECORDER BY *Ruth Fields* DEPUTY.

1345701

MISSOURI STATUTE BOOK CO. 208 WEST BROWN ST. ST. LOUIS, MO.

1 671-0035

Corporation Quit-Claim Deed

Form No. 35-100-1

This Indenture, Made on the 10th day of August, A. D. One Thousand Nine Hundred and Seventy Eight, by and between FORT OSAGE R-1 SCHOOL DISTRICT OF JACKSON COUNTY, MISSOURI,

a corporation, duly organized under the laws of the State of Missouri, of the County of Jackson, State of Missouri, party of the first part, and Jackson County, Missouri of the County of Jackson, State of Missouri, party of the second part, (Mailing address of said first named grantee is 435 East 12th Street, Kansas City, Mo. 64106)

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, ~~known~~ to it in hand paid by the party of the second part, the receipt for which is hereby acknowledged, does, by these presents, REMISE, RELEASE and FOREVER QUIT-CLAIM unto the said party of the second part, the following described lots, tracts or parcels of land lying, being and situate in the County of Jackson and State of Missouri so-wit:

99-35-51-30

Commencing at the Northwest corner of Section 35, Township 51, Range 30; thence South 3°27'39" West, 1,314.43 feet, along the West line of said Section 35 to the point of beginning; thence South 66°32'21" East, 140 feet; thence South 1°45'42" West 395.89 feet; to the Northeast corner of Sibley Cemetery; thence North 71°28'21" West, along Northerly line of said Cemetery, 296.10 feet; thence North 20°11'39" East, along the Easterly line of Osage Street, 392.17 feet; thence South 63°48'21" East 31.03 feet, to the point of beginning.

from the lien of certain bearing date of Deeds within and for the County of and State of in Deed Book No. at Page No. which said was executed by numbered to secure payment of a which said note and are now held and owned by the said

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances, thereto belonging, unto the said party of the second part and unto its successors and assigns forever; so that neither the said party of the first part, nor any other person or persons, for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its President and attested by its Secretary, and the corporate seal to be hereto attached, the day and year first above written.

Barbara Briagol, Secretary

FORT OSAGE R-1 SCHOOL DISTRICT OF JACKSON COUNTY, MISSOURI
By Leonard Stock, President.

1110637

TRACT F-1
FORT OSAGE PARK
ADDITION #1 MFD.

QUIT - CLAIM DEED

I 332P1296

THIS INSTRUMENT, made on the 14th day of December
A.D., One Thousand Nine Hundred and Seventy One, by and between
FORT OSAGE SCHOOL DISTRICT No. R-1, a School district of Jackson
County, Missouri, Party of the First Part, and JACKSON COUNTY,
MISSOURI, a County duly established in the State of Missouri
(mailing address, 415 East 12th Street, Kansas City, Missouri),
Party of the Second Part,

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consider-
ation of the sum of 740 THOUSAND SEVEN HUNDRED FIFTY DOLLARS
(\$7,750.00) and other valuable consideration to it in hand paid
by the Party of the Second Part, the receipt of which is hereby
acknowledged, doeth by these presents, REMISE, RELEASE AND FOREVER
QUIT-CLAIM unto the Party of the Second Part, its successors and
assigns, the following described tract or parcel of land, lying, being
and situate in the County of Jackson and State of Missouri, to-wit:

Commencing at a point that is 1334.43 feet
South of the Northwest corner of section 35-51-30;
thence South 66° 32' 21" East 140 feet to the point
of beginning; thence continue on said Southeast
line 781.44 feet to point being right bank of Missouri
River; thence South 44° East, downstream along said
right River bank 218.69 feet, to point being the
North property line of Missouri Public Service Company;
thence North 77° 30' 29" West 840 feet along North
line of said property line to the Northeast corner of
Sibley Cemetery; thence North 340 feet to the point of
beginning.

Contains 5.5 acres, more or less.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities,
privileges, and appurtenances thereto belonging, unto the said Party
of the Second Part and unto its successors and assigns forever; so
that neither the said Party of the First Part, nor any other person
or persons, for it or in its name or behalf, shall or will hereafter
claim or demand any right or title to the aforesaid premises or any
part thereof, but they and each of them shall, by these presents, be
excluded and forever barred.

IN WITNESS WHEREOF, The said Party of the First Part has

13321217

caused lower prompts to be signed by its President and attested by its Secretary, and the corporate seal to be affixed thereto, the day and year first above written.

NOTARY PUBLIC, MISSOURI

Secretary _____ President _____

TESTIMONY AND ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 11th day of December, 1971, before me appeared _____ to me personally known, who being by me duly sworn, did say that he is the President of the BOARD OF DIRECTORS OF THE PORT ORANGE SCHOOL DISTRICT NO. 1 of JACKSON COUNTY, MISSOURI, and that the seal affixed to the foregoing instrument is the corporate seal of said school district, and that said instrument was signed and sealed in behalf of said school district by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public within and
County and State



My Commission Expires: _____
NOTARY PUBLIC, MISSOURI
EXPIRES: _____, 1973

1202275
Corporation Warranty Deed

1 5721 73

This Indenture, Made on the 13th day of January A. D. One Thousand Nine Hundred and Seventy-Five by and between

MISSOURI PUBLIC SERVICE COMPANY

a corporation duly organized under the laws of the State of Missouri of the County of Jackson, State of Missouri, party of the first part, and

JACKSON COUNTY PARK DEPARTMENT

of the County of Jackson, State of Missouri, party of the second part,

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration

to it in hand paid by the said party of the second part the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said party of the second part, its successors, heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Jackson and State of Missouri

to-wit: All that part of the Southwest 1/4 of Section 15 Township 51, Range 30, in Sibley, Jackson County, Missouri, described as follows: Beginning at the Southeast corner of a Cemetery Tract as shown on the plat of RESERVE OF E. E. SAMUELS ADDITION TO THE TOWNE OF SIBLEY, MISSOURI, as recorded in the Jackson County Records Office in 1888, said point being 129.00 feet Southeasterly of the West line of said Southwest 1/4, as measured along the Southerly line of said Cemetery Tract; thence North 9° East along the East line of said Cemetery Tract a distance of 297.00 feet; thence South 80° East a distance of 130.00 feet; thence South 9° West a distance of 297.00 feet; thence North 81° West a distance of 130.00 feet to the point of beginning.

TO HAVE AND TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part and unto its successors, heirs and assigns forever, the said

Missouri Public Service Company

hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that

Missouri Public Service Company

will warrant and defend the title of the said premises unto the said party of the second part and unto its successors, heirs and assigns forever, against the lawful claims and demands of all persons whatsoever.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its President and attested by its Secretary, and the corporate seal to be hereto attached, the day and year first above written.

[Signature]
Secretary

MISSOURI PUBLIC SERVICE COMPANY
By *[Signature]*
AND GENERAL MANAGER

Missouri Warranty Deed 884348

15633 ME 502

This Indenture, Made on the 13th day of April A. D., One Thousand Nine Hundred and Sixty-six by and between

TOM A. LEE and CLARA E. LEE, Husband and wife

of the County of Jackson, State of Missouri parties of the first part, and

JACKSON COUNTY, MISSOURI, Independence, Missouri

of the County of Jackson, State of Missouri party of the second part,

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, in consideration of the sum of Four Thousand Five Hundred Fifty - - - - - DOLLARS to them paid by said party of the second part (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part its successors ~~and~~ and assigns, the following described lots, tracts or parcels of land

lying, being and situate in the County of Jackson and State of Missouri, to-wit:

Tract I: Beginning at a point 144.58 feet South of Northwest corner, Section 35, Township 51, Range 30; thence South along West line Section 35, 1467.99 feet; thence South 78 degrees 30 minutes 35 seconds East 485.37 feet more or less to the right bank of Missouri River; thence Northwesterly along right bank of Missouri River on a curve to the left, having a radius of 6100 feet, 1613.93 feet to the point of beginning.
Tract II: Beginning 3050.74 feet South and 45 feet West of Northwest corner, Section 35, Township 51, Range 30; thence South 20 degrees 11 minutes 39 seconds West 219.8 feet to a point; thence South 69 degrees 48 minutes 21 seconds East 278 feet to a point; thence South 72 degrees 50 minutes 19 seconds East 668.45 feet more or less to true point of beginning of this tract; thence continuing along last described course 265 feet East more or less to right bank of Missouri River; thence North and Northwesterly along right bank of Missouri River 1912 feet more or less to a point; thence North 78 degrees 30 minutes 35 seconds West 160 feet more or less to the Southeast corner of Tract I as described above; thence Southerly on a curve to the right having a radius of 6100 feet, 398.81 feet; thence South 87 degrees 19 minutes 29 seconds West 75 feet to a point; thence Southeasterly along a curve to the left having a radius of 5575 feet, 1460.40 feet to point of beginning, in Jackson County, Missouri.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto its successors ~~and~~ and assigns forever; the said parties of the first part hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said party of the second part and unto its successors ~~and~~ and assigns forever, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year above written.



x Tom A. Lee (SEAL)
x Clara E. Lee (SEAL)

_____ (SEAL)

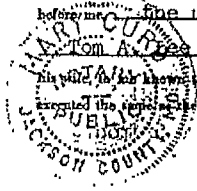
MISSOURI ACKNOWLEDGMENT--MAN AND WIFE

STATE OF Missouri

COUNTY OF Jackson

On this 13th day of April, 19 66

before me, the undersigned _____, a Notary Public, personally appeared
Tom A. Lee and Clara E. Lee



known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same of their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Buckner, Missouri the day and year last above written.

My term expires 2/26/70 19 70 _____
Notary Public in and for said County and State.

1863 RECORDED

FILED FOR RECORD AND DULY RECORDED IN MY OFFICE ON THIS 13 DAY OF APRIL A. D. 1966 AT BUCKNER O'CLOCK 1:22 P.M. BY NATHAN SCARRITT RECORDER DEPUTY

88888

1/2/66



DEMARIS STATIONERY CO., 508 Walker, Kansas City, Mo.

Missouri Warranty Deed

884349

This Indenture, Made on the 13th day of April A. D., One

Thousand Nine Hundred and _____ by and between _____

of the County of Jackson, State of Missouri part _____ of the first part, and _____

of the County of Jackson, State of Missouri part _____ of the second part,

WITNESSETH: THAT THE SAID PART _____ OF THE FIRST PART, in consideration of the sum of _____ DOLLARS

to _____ paid by said part _____ of the second part (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said part _____ of the second

part _____ heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Jackson and State of Missouri, to-wit:



Missouri Warranty Deed . 780125

This Indenture, Made on the 31st day of October A. D., One

Thousand Nine Hundred and SIXTY-NINE by and between TOM A LEE and

CLARA E. LEE, Husband and Wife

1543 PAGE 247

of the County of Jackson State of Missouri parties of the first part, and

JACKSON COUNTY, MISSOURI

of the County of Jackson State of Missouri party of the second part,

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, in consideration of the

sum of One Dollar and other valuable consideration ~~HEREIN~~

to them paid by said party of the second part (the receipt of which is hereby acknowledged), do

by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second

part its successors, ~~Make~~ and assigns, the following described lots, tracts or parcels of land

lying, being and situate in the County of Jackson and State of Missouri, to-wit:

A part of Sections 34 and 35, Township 51, Range 30, partly in the Village of Sibley and wholly in Jackson County, Missouri, described as follows:

Beginning at a point on the West line of said Section 35, a distance of 2065.14 feet South of the Northwest corner of said section; and running thence North 87 degrees 15 minutes West 314.16 feet; thence North 75 degrees 30 minutes West 378.20 feet; thence South 32 degrees 15 minutes East 285.80 feet; thence South 20 degrees West 20.00 feet; thence South 24 degrees 52 minutes East 50.00 feet; thence South 4 degrees 45 minutes East 125.50 feet; thence South 9 degrees 27 minutes West 148.50 feet; thence South 14 degrees 56 minutes East 344.94 feet; thence South 73 degrees 53 minutes East 134.40 feet; thence South 16 degrees 07 minutes West 16.50 feet; thence South 73 degrees 53 minutes East 465.90 feet; more or less, to a point on the West line of the tract of land conveyed to Jackson County by the deed recorded in Book 684 at page 251, said point being 3050.74 feet South and 45 feet West of the Northwest corner of said Section 35; thence South 20 degrees 11 minutes 39 seconds West 219.8 feet; thence South 69 degrees 48 minutes 21 seconds East 278.00 feet; thence South 72 degrees 50 minutes 19 seconds East 668.45 feet; more or less, to the Westerly line of the right of way granted to the United States of America by the deed recorded in Book 1314 at page 168; thence Northwesterly along the Westerly line of said right-of-way and on a curve to the right having a radius of 5575.00 feet, and whose tangent at this point bears North 18 degrees 11 minutes 56 seconds West, 1460.40 feet; thence continuing on said right-of-way North 87 degrees 19 minutes 29 seconds East 75.00 feet; thence continuing on said right-of-way Northerly along a curve to the left having a radius of 6100.00 feet, and whose tangent at this point bears North 2 degrees 40 minutes 31 seconds West, 389.81 feet; thence continuing on said right-of-way North 78 degrees 30 minutes 35 seconds West, 485.37 feet to a point on the West line of said Section 35, 1612.71 feet South of the Northwest corner thereof; thence South along the West line of said Section 35, a distance of 443.43 feet to the place of beginning, EXCEPT THAT PART of the above described tract conveyed to Jackson County by the deed recorded in Book 684 at page 251.

1543 PART 248

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto its successors and assigns forever; the said parties of the first part hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

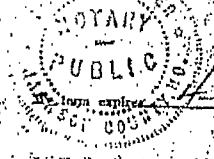
IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year above written.

Notary seals for Tom A. Lee and Clara E. Lee, and their witnesses. Includes Missouri State Seal and Notary Public Seal for Tom A. Lee.

MISSOURI ACKNOWLEDGMENT—MAN AND WIFE

STATE OF MISSOURI
COUNTY OF JACKSON
On this 31 day of October, 1961
before me, Wm E. Hestetter
TOM A. LEE and CLARA E. LEE,
a Notary Public, personally appeared

his wife, in me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Buckner, Mo. the day and year last above written.
Wm E. Hestetter
Notary Public in and for said County and State.

FILED AND RECORDED AND DUL RECORDED IN MY OFFICE ON THIS 23 DAY OF
A.D. 1961, AT 9 O'CLOCK P.M.
NATHAN SCARRITT, RECORDER BY [Signature] DEPUTY

QUIT-CLAIM DEED 780124
(Missouri Form for Individuals)

Form 508—Kansas City Title Insurance Company
Revenue Stamps

This Deed Witnesseth, That we, STANLEY I. WINFREY and VADA LEAH WINFREY,
Husband and Wife

of Jackson County, Missouri, Grantors; for and in consideration of the sum
of One Dollar (\$1.00)
do by these presents, REMISE, RELEASE and FOREVER QUIT-CLAIM unto

TOM A LEE and CLARA E. LEE, Husband and Wife

of Jackson County, Missouri, Grantees, their heirs and assigns, the following
described land situate in Jackson County, Missouri, to-wit: A part of Sections 34 and
35, Township 51, Range 30, partly in the Village of Sibley and wholly in
Jackson County, Missouri, described as follows:

MISSOURI DEEDS.

WILL INSTRUMENT, Made on the 5th day of May, 1919. One Thousand Nine Hundred and Forty-one by and between Herman K. Bogart and Edith Bogart, husband and wife, and C.J. Casner, joined by her husband F.N. Casner, of the county of Jackson, State of Missouri, parties of the first part, and

JACKSON COUNTY,

a political sub-division of the state of Missouri, party of the second part,

WITNESSETH: That the said parties of the first part, in consideration of the sum of Ten thousand and no/100 - Dollars, to them paid by the party of the second part (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, its successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Jackson and State of Missouri, to-wit:

beginning at a point 15 feet west and 2281.1 feet south of the southeast corner of Section 35, Township 11 North, Range 30 east, Merion south and parallel to the west line of said section 35 a distance of 795.4 feet; thence in a southeasterly direction at an angle of 10° 15' to the right from the forward tangent of the last described course, a distance of 319.8 feet; thence in a southeasterly direction at an angle of 70° 00' to the left from the forward tangent of the last described course, a distance of 278 feet; thence at an angle of 70° 15' to the left from the forward tangent of the last described course, a distance of 263.92 feet; thence in a northerly direction at an angle of 107° 12' 00" to the left from the forward tangent of the last described course a distance of 296.2 feet; thence in a northeasterly direction at an angle of 77° 14' to the left from the forward tangent of the last described course, a distance of 360.8 feet; to the point of beginning.

The above described land and improvements thereon shall be held by the party of the second part and its successors and assigns for the use and enjoyment of the public as a park, historic monument, or national monument.

subject to the following restrictions, to-wit:

- (a) The property is to be used as a public park, historic monument, or national monument.
- (b) No part of said property shall ever be rented, leased, or sold for private residences or for business.
- (c) No park building shall ever be used as a residence, or for commercial activity except that directly connected with the operation contemplated in Specification "a" above.
- (d) The manufacture, keeping, or sale of intoxicating liquors shall be forever barred from the premises.
- (e) All buildings shall be erected and used by the Park Control and in conformity with the plans of a competent landscape architect and artist.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, and the said party of the second part has hereunto set its hand and seal, and the seal of said County of Jackson, Missouri, this 5th day of May, 1919.

1350404 1346701

1878 P 775
1 871P2036

Corporation Quit-Claim Deed

This Indenture, Made on the 25th day of August, A. D., One Thousand Nine Hundred and Seventy Eight, by and between FORT OSAGE R-1 SCHOOL DISTRICT OF JACKSON COUNTY, MISSOURI,

a corporation, duly organized under the laws of the State of Missouri, of the County of Jackson, State of Missouri, party of the first part, and Jackson County, Missouri of the County of Jackson, State of Missouri party of the second part, (Mailing address of said first named parties is 415 East 12th Street, Kansas City, Mo.) 64106

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, CONSIDERS, so it is hereby acknowledged, does, by these presents, REMISE, RELEASE AND FOREVER QUIT-CLAIM unto the said party of the second part, the following described lots, tracts or parcels of land lying, being and situate in the County of Jackson and State of Missouri

99-25-51-30

Commencing at the Northwest corner of Section 15, Township 51, Range 10; thence South 3°27'39" West, 1,334.43 feet, along the West line of said Section 15 to the point of beginning; thence South 66°32'21" East, 140 feet; thence South 1°45'47" West 395.89 feet; to the Northeast corner of Sibley Cemetery; thence North 71°28'21" West, along Northerly line of said Cemetery, 296.10 feet; thence North 20°11'19" East, along the Easterly line of Osage Street, 392.17 feet; thence South 65°48'21" East 11.03 feet, to the point of beginning.

Upon the loan of certain recorded in the office of the and State of which said bearing date of Deeds within for the County of in Deed Book No. was executed by at Page No. and described by which said vote and are now in full paid owned by the said

TO HAVE AND TO HOLD THE SAME, with all the rights, tenements, privileges and appurtenances, thereto belonging, unto the said party of the second part and unto its successors and assigns forever; so that neither the said party of the first part, nor any other person or persons, for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its President and attested by its Secretary, and the corporate seal to be hereto attached, the day and year first above written.

Barbara Briley, Secretary

FORT OSAGE R-1 SCHOOL DISTRICT OF JACKSON COUNTY, MISSOURI
By: [Signature] President

Corporation Warranty Deed

This Indenture, Made on the 13th day of January A. D., One thousand Nine Hundred and Seventy-Five by and between

MISSOURI PUBLIC SERVICE COMPANY

a corporation duly organized under the laws of the State of Missouri, of the County of Jackson, State of Missouri, party of the first part, and

JACKSON COUNTY PARK DEPARTMENT

of the County of Jackson, State of Missouri, party of the second part,

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum of

Ten Dollars (\$10.00) and other valuable consideration DOLLARS,

to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged,

does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said

party of the second part, its successors, heirs and assigns, the following described lots, tracts or

parcels of land, lying, being and situate in the County of Jackson and State of

Missouri to-wit: All that part of the Southwest 1/4 of Section 35 Township 51, Range 30, in Sibley, Jackson County, Missouri, described as follows: Beginning at the Southeast corner of a Cemetery Tract as shown on the plat of RESURVEY OF E.E. SAMUELS ADDITION TO THE TOWN OF SIBLEY, MISSOURI, as recorded in the Jackson County Recorders Office in 1888, said point being 129.00 feet Southeasterly of the West Line of said Southwest 1/4, as measured along the Southerly line of said Cemetery Tract; thence North 9° East along the East line of said Cemetery Tract a distance of 297.00 feet; thence South 80° East a distance of 330.00 feet; thence South 9° West a distance of 297.00 feet; thence North 80° West a distance of 330.00 feet to the point of beginning.

TO HAVE AND TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part and unto its successors heirs and assigns forever, the said

Missouri Public Service Company

hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that

Missouri Public Service Company... person or persons, for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its President and attested by its Secretary, and the corporate seal to be hereto attached, the day and year first above written.

Barbara Briegel, Secretary

JOEL ORAGE E-1 SCHOOL DISTRICT OF JACKSON COUNTY, MISSOURI Leonard Stock, President

MISSOURI ACKNOWLEDGMENT—MAN AND WIFE

B5865 PAGE 295

STATE OF Missouri
COUNTY OF Jackson

On this 10th day of October, 1964

before me, Barbara A. Byrd, a Notary Public, personally appeared
CHARLES D. WELLS and ANNA WELLS

his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in KANSAS CITY, MISSOURI the day and year last above written.



Barbara A. Byrd
Notary Public in and for said County and State.

FILED FOR RECORD AND INDEXED IN MY OFFICE ON THIS DAY AT 10:10 A.M. 1964
NATHAN B. BARNETT, REC'D CLERK BY [Signature] DEPUTY

B540158

Missouri Warranty Deed

This Indenture, Made on the 27th day of December A. D., One
Thousand Nine Hundred and Sixty-Five by and between Clarence R. Child and
Marion Wells Child
of the County of Cole, State of Missouri part ies of the first part, and
Jackson County, MISSOURI

of the County of Jackson, State of Missouri part y of the second part,

WITNESSETH: THAT THE SAID PART IES OF THE FIRST PART, in consideration of the
sum of FOURTEEN THOUSAND and no/100 DOLLARS

to them paid by said part y of the second part (the receipt of which is hereby acknowledged), do
by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said part y of the second
part, its successors husband and assigns, the following described lots, tracts or parcels of land

lying, being and situate in the County of Jackson and State of Missouri, to-wit:
That part of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 47,
Range 33, lying Easterly of the Missouri Pacific Railroad right-of-way,
in Kansas City, Jackson County, Missouri, except any part thereof in
streets, roads or ways.

B5865 296

TO HAVE AND TO HOLD: The premises above with all and singular, the rights, privileges, appurtenances and immunities thereto belonged or in any wise appertaining unto the said part y of the second part and unto its successors. have and assigns forever; the said parties of the first part hereby covenanting that they lawfully seized of an indivisible estate in fee of the premises herein conveyed, that they have good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said part y of the second part and unto its successors have and assigns forever, against the lawful claims and demands of all persons whatsoever.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand s and seal s the day and year above written.

Clarence R. Child (SEAL)
Marion Wells Child (SEAL)

_____ (SEAL)
_____ (SEAL)

State of Missouri)
County of Cole) 88

On this 10 day of January, 1966, before me, Robert A. Gessner a Notary Public, personally appeared Clarence R. Child and Marion Wells Child, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Jaffray, Mo. the day and year last above written.

Robert A. Gessner
Notary Public

My commission expires: September 16, 1967.



brothers William E. Manion and Carl R. Manion, and there has been no administration on her estate in any county in the State of Missouri, and that she died intestate.

B5865 PAGE 301

William E. Manion

SUBSCRIBED and SWORN to me
this 1st day of January
1958



Charles Bragg Bragg
Notary Public
in and for the County of Jackson
State of Missouri.
My commission expires Jan. 17, 1959

FILED FOR RECORD AND ONLY RECORDED IN MY OFFICE IN THE COUNTY OF JACKSON, MISSOURI, ON THIS 17th DAY OF JANUARY, 1958, BY RAYMOND S. SPENCER, DEPUTY

B540159

MISSOURI WARRANTY DEED

This Indenture, Made on the 27th day of December A.D., One Thousand Nine Hundred and Sixty-Five by and between Charles Glenn Bradbury, Olga Manion Bradbury, William Edward Manion and Lucille Bragg Manion, Counties of Johnson and Franklin, of the State of Kansas, part 145 of the first part, and Jackson County, Missouri, of the County of Jackson, State of Missouri, part 7 of the second part;

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, in consideration of the sum of FOURTEEN THOUSAND and no/100 DOLLARS to them paid by said part y of the second part (the receipt of which is hereby acknowledged), do by these presents Grant, Bargain and Sell, Convey and Confirm unto the said part y of the second part, its successors and assigns, the following described lots, tracts or parcels of land:

of the County of Jackson, State of Missouri, part of the second part,

WITNESSETH: THAT THE SAID PART OF THE FIRST PART, in consideration of the

sum of _____ DOLLARS;

and other valuable considerations paid by said part of the second part (the receipt of which is hereby acknowledged), do

by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said part of the second

part _____ heirs and assigns, the following described lots, tracts or parcels of land

lying, being and situate in the County of Jackson, State of Missouri, to wit:

_____ and three One-Hundredths (1/100) Acres of the

_____ of the Northeast Quarter of the Southwest Quarter of

_____ Township of _____ County, State of Missouri, to wit:

_____ and _____ a widow, both of legal age, single, and of sound mind, do hereby

acknowledge that they were never divorced, one from the other, and

that they were never married, each to the other, during the period of their lives, and that they were never

divorced, one from the other, and that they were never married, each to the other, during the period of their lives, and that they were never

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Gladys Combs (SEAL)

(SEAL)

(SEAL)

(SEAL)

MISSOURI ACKNOWLEDGMENT—UNMARRIED PERSON

STATE OF MISSOURI

COUNTY OF JACKSON On this 24 day of July, 1956

the undersigned, Gladys Combs, a Notary Public personally appears

to me and knows to be the person described in and who executed the foregoing instrument, and acknowledged that she

is the person who executed the same, free and clear, and that she is single and unmarried.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my

office in Kansas City, Missouri, on this 24 day of July, 1956.

Barbara M. Tallie, Notary Public in and for said County and State.

May 28, 1957

FILED FOR RECORD AND DULY RECORDED IN MY OFFICE ON THIS 3 DAY

OF JULY A.D. 1956 AT 2 O'CLOCK 30 MINUTES

NATHAN SCARLETT, RECORDER BY [Signature] DEPUTY.

State of Kansas)
County of Franklin) SS

B5865 PAGE 303

On this 5th day of Jan, 1966, before me, Carl C. Warrick,
a Notary Public, personally appeared Charles Glenn Bradbury and Olga Marion Bradbury,
his wife, to me known to be the persons described in and who executed the foregoing
instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at
my office in Waller, Mo. the day and year last above written.

Carl C. Warrick
Notary Public

My commission expires:
May 14, 1967

FILE FOR RECORD AND INDEX BY _____ DEPUTY

8540160

Missouri Warranty Deed

This Indenture, Made on the 27th day of December A.D. One
Thousand Nine Hundred and Sixty-Five by and between Gladys Wells Mullen
and Allen G. Mullen
of the County of Cass State of Missouri part ies of the first part, and
Jackson County, State Missouri
of the County of Jackson State of Missouri part y of the second part,

WITNESSETH THAT THE SAID PART IES OF THE FIRST PART, in consideration of the
sum of FOURTEEN THOUSAND and no/100 DOLLARS
to them paid by said part y of the second part (the receipt of which is hereby acknowledged), do
by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said part y of the second
part, its SUCCESSORS and assigns, the following described lots, tracts or parcels of land

lying, being and situate in the County of Jackson and State of Missouri, to-wit:
That part of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 47,
Range 23, lying Easterly of the Missouri Pacific Railroad right-of-way,
in Kansas City, Jackson County, Missouri, except any part thereof in
streets, roads or ways.

B5865 no 304

TO HAVE AND TO HOLD The premises above with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said part y of the second part and unto its successors heirs and assigns forever; the said parties of the first part hereby covenanting that they lawfully used of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any incumbrances done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said part y of the second part and unto its successors heirs and assigns forever, against the lawful claims and demands of all persons whatsoever

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal on the day and year above written.

Gladys Wells Mullen (SEAL)
Allen G. Mullen (SEAL)

(SEAL)
(SEAL)

State of Missouri)
County of Cass) 88

On this 6 day of June, 1966, before me, the undersigned a Notary Public, personally appeared Gladys Wells Mullen and Allen G. Mullen, her husband, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Bellvue Mo the day and year last above written.

Janice Magee
Notary Public

My commission expires:
June 22 1968

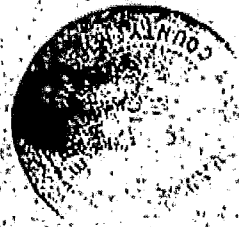


EXHIBIT B

AREA MAINTENANCE STANDARDS

The County agrees to provide routine maintenance of the Area and facilities sufficient to keep the public use facilities in a clean, safe, and usable condition. In accomplishment of this, the County agrees to, subject to appropriation of funds:

- 1) Provide routine cleaning of the boat ramps.
- 2) Clean up trash and litter at least once each week from May 1st through September 15th, and as needed during the rest of the year.
- 3) Clean and deodorize privies at least once a week from May 1st through September 15th, and as needed during the rest of the year.
- 4) Pump privies when liquid levels reach 75% of pit capacity or before when conditions warrant, and to make repairs to Area privies as needed.
- 5) Mow grass within 10 feet of roads, parking lots, and other public use facilities often enough to ensure that it does not exceed a height of 6 inches; and mow a 20-foot semi-circle around the cantilever directional sign (if provided) often enough to ensure that vegetation does not obstruct the visibility of the sign from both directions.
- 6) Control grass on roads and parking areas and around traffic control barriers (if present).
- 7) Provide and install rock (rip rap), as needed, to maintain any protective rocked slopes or banks in the vicinity of the provided facilities.
- 8) Maintain asphalt roads and parking areas according to American Association of State Highway and Transportation Officials (AASHTO) standards. Routine preventative maintenance shall include the regular application of asphalt seal-coats to prevent or delay costly corrective measures. Any cracks larger than 0.5 inches shall be filled with a crack sealer, prior to the application of a seal-coat. A slurry seal coat, which is a mixture of quick setting asphalt emulsion, fine aggregate, mineral filler, additive, and water shall be applied to the surface once every five years. In places where cracks are more severe, but limited to specific areas of pumping subgrade (resulting in potholes, tire tread lanes, etc.), the old asphalt shall be removed, and any soft pumping subgrade shall be excavated and replaced with a sufficient depth of clean aggregate to stabilize the subgrade prior to asphalt replacement.
- 9) Provide the normal, routine maintenance of Area roads, parking lots, boat ramps, floating fishing docks, privies, sidewalks, and any other facilities needed to keep these items fully functional and to present a positive image of the County and Department to the public.

ADDENDUM 1

INFRASTRUCTURE IMPROVEMENTS

The Community Assistance Program Agreement made and entered into on the 22nd day of May 2023, by and between Jackson County and the Missouri Department of Conservation is hereby amended as follows:

Under Section 1.

COUNTY RESPONSIBILITIES. The County agrees to:

- K. Design and engineering for improvement to two existing boat ramps listed below at Brown Athletic Field with frontage on the Blue River and Fort Osage County Park with frontage on the Missouri River. Construction plans must be completed by a Missouri licensed professional engineer. Engineering components include topographic design surveying, geotechnical services, final construction documents, and detailed cost estimates.

Brown Athletic Field:

- Upgrading existing gravel access road to concrete
- Upgrading existing gravel parking lot to concrete, 6" thick, meeting Americans with Disabilities Act (ADA) standards if applicable

Fort Osage County Park:

- Upgrading existing gravel access road to concrete
- Replacing/repairing existing concrete parking lot, reinforced concrete at least 6" thick, meeting ADA standards if applicable

- L. Upon completion of design and engineering services, provide the Department with copies of the invoices and associated payment vouchers for the work described above in Section 1.K.
- M. Comply with all federal and state laws, and local ordinances including (but not limited to) the ADA, as applicable to the construction and maintenance of the facilities described above.
- N. Ensure that no federal monies are used to fund the County's share of the total project costs.

Under Section 2

DEPARTMENT RESPONSIBILITIES. The Department agrees to:

- D. Provide a cash grant reimbursement for the engineering work described above in

Section 1.K, covering 50% of the total cost up to a maximum Department commitment of \$27,690.

Under Section 3

3. **JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS.** Both parties agree that:

- H. All Department and County covenants are subject to appropriations and the availability of funds, and the Department and County recognize that it may be several years before facility development can be undertaken.
- I. In the event of breach or default of this Agreement by the County, or should this Agreement be terminated by the County for other than breach or default by the Department, the County shall reimburse the Department for that portion of the costs of improvements at the Area provided by the Department, minus the total amount actually expended by the County to maintain said Area as previously set out. In the event of breach or default of this Agreement by the Department prior to its expiration date, use without restriction of all improvements installed at the Area with Department funds shall revert to the County at no cost.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the 30th day of May, 2023.

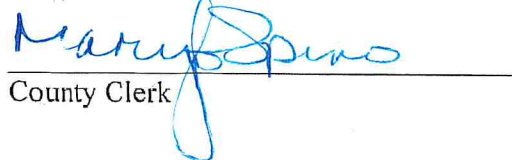
**MISSOURI DEPARTMENT OF
CONSERVATION**


DEPUTY DIRECTOR - BUSINESS

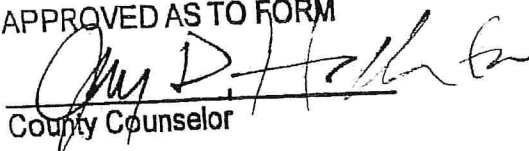
JACKSON COUNTY, MISSOURI


COUNTY EXECUTIVE

Attest:


County Clerk

APPROVED AS TO FORM


County Counselor