

First Amendment to License Agreement

This First Amendment to License Agreement is made as of September 8, 2021, between Jackson County, Missouri (the "Licensee") and the City of Raytown, Missouri (the "City").

Recitals

Whereas, Licensee and City entered into a License Agreement dated September 28, 2018 ("the License Agreement"), to cover the County's installation of a shared use pathway along the Rock Island Corridor ("Corridor") within the City of Raytown; and

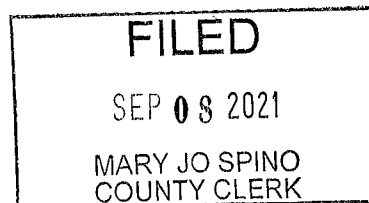
Whereas, the Licensee wishes to pay for, install, and maintain lighting within the 63rd Street underpass and connect to the City power source; and

Whereas, the City has agreed to pay for the electrification of the lights installed within the 63rd Street underpass; and

Whereas, the License Agreement should be amended to reflect these changes;

Therefore the parties agree as follows:

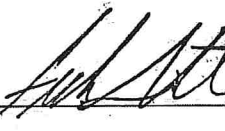
- A. The following sections of the License Agreement are hereby amended to read as follows:
1. LICENSED PREMISES AND IMPROVEMENTS FURTHER DESCRIBED. The Licensed Premises shall include: the intersection of 59th Street and Raytown Road, including an existing traffic signal and cameras, proposed crosswalks and ADA ramps, and the proposed shared use path and connections to existing sidewalks; a portion of the Right of Way along Raytown Trafficway from 59th Street to approximately 63rd Street; the Raytown Road Wooden Bridge as it crosses the Rock Island Corridor Right of Way. City acknowledges that Licensee will also construct at-grade bicycle and pedestrian crossings on Licensee's property at 53rd Street, 56th Street, and Woodson Road and construct a pedestrian underpass at 63rd Street and a pedestrian overpass on an existing rail bridge at 67th Street. Licensee may also install advance warning signs on City Right of Way at 53rd Street, 56th Street, and Woodson Road. Said Improvements on the Licensed Premises may be viewed in greater detail in "Exhibit A". Licensee will install lights within the pedestrian underpass at 63rd Street and connect to City power source.
 4. MAINTENANCE. Licensee agrees to maintain, at its sole cost, the Improvements to the Licensed Premises, at all times during the continuation of this Agreement, except that the City shall continue to own and maintain, at its sole cost, (1) the traffic signal at 59th Street and Raytown Trafficway, (2) the northwestern and southwestern ADA ramps at 59th Street and Raytown Trafficway, and (3) the Raytown Road Wooden Bridge. The Licensee shall maintain the lights within the 63rd Street underpass, while the City will cover the cost of the electrical supply to the lights. The City may as a part of its typical pavement maintenance program also maintain or re-apply pavement markings within the Licensed Premises.




- B. **Sections Not Amended.** All other sections of the License Agreement, unmodified by the terms and provisions of this First Amendment, shall remain in full force and effect.
- C. **Execution Documents.** This First Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

JACKSON COUNTY, MISSOURI

RAYTOWN, MISSOURI

By: 
Frank White Jr.

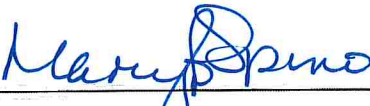
Title: Jackson County Executive

By: 
Title: *City Administrator*

Date: 9/7/2021

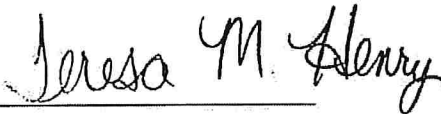
Date: September 2, 2021

ATTEST:

By: 
Mary Jo Spino

Title: Clerk of the Legislature

ATTEST:

By: 

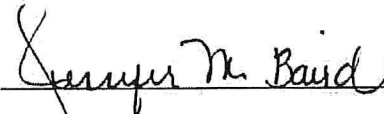
Title:

Ord No. 5671-21

Approved As to Form:


County Counselor

Approved As to Form:


City Attorney