THE CASS COUNTY COMMISSION

AGENDA

Date and time posted 11-9-16 at 1:30 pm

Notice is hereby given that the
Cass County Commissioners will conduct a meeting
on

Thursday, November 10, 2016

at the Cass County Historic Courthouse,

The tentative agenda of this meeting includes:

2:30PM ***Commission Meeting***

1. ***Call to Order***
2. ***Roll Call***
3. ***Pledge***
4. ***Accept the Agenda as Presented***
5. ***Approval of Minutes of November 3, 2016 Meeting***
6. ***Resolution No. 16-46 – Approval of Change Order No. 6 – School Road Project, Phase 2 – Metro Asphalt, Inc.***
7. ***Approval of Memorandum of Understanding for Vegetation Waste Removal, Cass County Road and Bridge Department – Forrest Webster***
8. ***Cass County Assessor Bob Huston – Approval of Recommendation to Accept and Award Bid for Services – Pictometry***
9. ***Approval of Permit Waivers for City of Belton – Composting Facility and WWWTF Improvements Project***
10. ***Misc***
11. ***Public Comment***
12. ***Commissioner Communications***
13. ***Adjourn***

The tentative agenda of this meeting also includes a vote to close part of the meeting pursuant to RSMo Sections 610.021.1 (Legal); 610.021.2 (Real Estate); 610.021.3 (Personnel actions); 610.021.13 (Personnel Records); and 610.021.17 (Confidential Communications with Auditor); 610.021.12 (Contract Negotiations). All meetings are handicap accessible.
Copies of the agenda are located outside the Cass County Clerk's Office, First Floor, Cass County Courthouse. Representatives of the media may obtain copies of this notice and Copies of CD's of Commission Meetings (fee of $5 for CD) by contacting: the County Clerk's Office, Cass County Courthouse, 102 E. Wall St., Harrisonville, MO 64701, or by calling: 816-380-8106

Commission Meeting Minutes
November 3, 2016

The Cass County Commission convened on November 3, 2016 at 2:30 P.M. for the 4th day of the October term, with those present as follows:

Jeff Cox	Presiding Commissioner
Luke Scavuzzo	Associate Commissioner District 1
Jimmy Odom	Associate Commissioner District 2
Mike Vinck	County Clerk

Presiding Commissioner Jeff Cox called to order the regular meeting at 2:30 pm.

1. ***Call To Order:***

2. ***Roll Call:***
   Presiding Commissioner Jeff Cox – present
   Associate Commissioner District 1 Luke Scavuzzo – present
   Associate Commissioner District 2 Jimmy Odom – present

3. ***Pledge:***

4. ***Accept the Agenda as Presented:***
   Commissioner Scavuzzo made a motion to approve the agenda. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

5. ***Approval of Minutes of October 27, 2016 Meeting:***
   Commissioner Odom made a motion to approve the minutes of October 27, 2016 meeting. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands.

6. ***Resolution No. 16-45 – Amending 2016 Budget, County Administration:***
   Commissioner Scavuzzo made a motion to approve Resolution No. 16-45. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

7. ***Cass County Collector Pam Shipley – Requesting Disbursement of 2016 Tax Sale Monies, Certificate of Purchase #16-01, Tax Sale #167, Taxpayer Name: Rachel Andersen, Amount: $5,353.27, Payable To: Stephen McKelvey:***
   Commissioner Odom made a motion to approve disbursement request. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands.

8. ***<u>Cass County Circuit Clerk Kim York</u> – Approval of Recommendation to Accept and Award Bid for Partition Walls for Justice Center – Wray Brothers:***
   Commissioner Scavuzzo made a motion to approve the recommendation from Cass County Circuit Clerk Kim York and accept and award bid to Wray Brothers. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

9. ***<u>Proclamation</u> – Proclaiming Cass County to be Purple Heart County – John D. Dismer, State Commander, Military Order of the Purple Heart Department of Missouri:***
   Commissioner Odom made a motion to approve proclamation. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands.

10. ***Re-appointment of Bob Huston and Pam Shipley to the City of Raymore TIF Commission:***
    Commissioner Scavuzzo made a motion to re-appoint Bob Huston and Pam Shipley to the City of Raymore TIF Commission. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

11. ***Misc:***
    Cass County Auditor Ryan Wescoat submitted monthly report.

12. ***Public Comment:***
    None.

13. ***Commissioner Communications:***
    None.

14. ***Adjourn:***

Executive Session

Presiding Commissioner Cox moved to enter Executive Session and that the meeting and record be closed at 2:41 pm pursuant to RSMo. 610.021.1 (Legal) and 610.021.2 (Real Estate). Commissioner Scavuzzo seconded the motion and it passed unanimously by roll call vote.

Commissioner Odom moved to adjourn from Executive Session and reconvene into regular session at 3:32 pm. Commissioner Scavuzzo seconded the motion and it passed unanimously by roll call vote.

Commissioner Scavuzzo made a motion to adjourn the Commission meeting at 3:32 pm. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

(CDs are available in the County Clerk's Office of all Public Hearings and Meetings for a fee of ($5.00)

Jeff Cox *Presiding Commissioner*	*Luke Scavuzzo* *Associate Commissioner District 1*
Jimmy Odom *Associate Commissioner District 2*	*Michael J. Vinck* *County Clerk*

Certified Copy of Record

STATE OF MISSOURI,

ss.

County of Cass,

In the County Commission of Cass County, Missouri, at the Oct Term, 2016, held on the 10th day of November, 2016 amongst others, were the following proceedings:

RESOLUTION NO. 16-46
OF THE CASS COUNTY COMMISSION

APPROVING CHANGE ORDER NO. 6 - FINAL TO METRO ASPHALT, INC

BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT, the Commission hereby approves the Change Order No. 6 to Metro Asphalt, Inc. for School Road, Phase II, 195th Street to 203rd Street. The County Commission is hereby authorized to sign the necessary documents on behalf Cass County, Missouri, and to take all other action necessary, to facilitate this Order. (see attached)

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THIS 10th DAY OF NOVEMBER, 2016.

Jeff Cox	Luke Scavuzzo	Jimmy Odom
Presiding Commissioner	Associate Commissioner Dist. 1	Associate Commissioner Dist. 2

ATTEST:

COUNTY SEAL
CASS COUNTY MISSOURI

Michael J. Vinck, County Clerk
Clerk of the Commission

CHANGE ORDER
For
Change in Plans and Construction

Contract No. 15-5119 Change Order No. 6 - Final

Description Cass County School Road, Phase II, 195th Street to 203rd Street

Contractor: Metro Asphalt, Inc. Address: 3811 N. Cobbler Road, Independence, MO 64058

EXPLANATION OF CHANGE RECOMMENDED

4. Silt Fence – Less silt fence was installed as directed
5. Sediment Removal – Not used
6. Gravel Filter Bags – Additional gravel filter bags were installed as directed
7. Straw Bale Barrier (Type 1, Ditch Check) – Quantity updated to Quantity used
13. Land Monument Reset – Quantity updated to Quantity used
15. Sodding – Not used
30. 8 ½" Asphaltic Concrete Base (Type 1) – The base course was underrun by 337.58 tons due to existing base course
32. 2'-0" Curb & Gutter (Type CG-1) – Quantity updated to Quantity placed
33. 6" PCC Driveway w/Concrete Apron – Quantity updated to Quantity placed
34. 8" PCC Side Road w/Concrete Apron – Not used
35. Temp. Aggregate Surface – Quantity updated to Quantity used
36. Temp aggregate Surface (Driveways) – Quantity updated to Quantity used
37. Temp. Asphalt Surface Rdwy. (Type 6-01) – Not used
38. Temp. Asphalt Surf. Utilities (Type 6-01) – Not used
44. Flagger – Quantity updated to Quantity used
47. Temporary Concrete Barriers – Not used
48. Relocate Temp. Concrete Barriers – Not used
52. Seal Course – Not used

Contract Quantity Revisions

Net Qty. Change (+/-)	Item No.	Item of Work	Contract Qty.	Revised Qty.	Contract Unit Price	Revised Unit Price	Amount (+ or -)
-8,093	4	Silt Fence	10,246	2,153	1.50		-12,139.50
-123	5	Sediment Removal	123	0.00	35.00		-4,305.00
+2	6	Gravel Filter Bags	40	42	30.00		+60.00
-3	7	Straw Bale Barrier (Type 1, Ditch Check)	5	2	200.00		-600.00
+1	13	Land Monument Reset	1	2	2,000.00		+2,000.00
-1	15	Sodding	1	0	10.00		-10.00
-337.58	30	8 ½" Asphaltic Concrete Base (Type 1)	8,107	7,769.42	47.50		-16,035.05
+60.30	32	2'-0" Curb & Gutter (Type CG-1)	10,538.7	10,599	11.45		+690.43
+64	33	6" PCC Driveway w/Concrete Apron	1,025	1,089	45.50		+2,912.00
-226.9	34	8" PCC Side Road w/Concrete Apron	226.9	0	54.00		-12,252.60
+657.45	35	Temp. Aggregate Surface	1	658.45	16.50		+10,847.93
+50	36	Temp aggregate Surface (Driveways)	1	51	16.50		+825.00
-1	37	Temp. Asphalt Surface Rdwy. (Type 6-01)	1	0	150.00		-150.00
-1	38	Temp. Asphalt Surf. Utilities (Type 6-01)	1	0	150.00		-150.00
-1	44	Flagger	2	1	116.00		-116.00
-412.5	47	Temporary Concrete Barriers	412.5	0	35.00		-14,437.50
-412.5	48	Relocate Temp. Concrete Barriers	412.5	0	4.00		-1,650.00
-26.8	52	Seal Course	26.8	0	190.00		-5,092.00

TOTAL UNDERRUNS	$ 66,937.65
TOTAL OVERRUNS	$ 17,335.36
TOTAL DECREASE	$ 49,602.29

This is to affirm that I/we have inspected this change plans and construction and hereby agree to the quantities unit prices, and amount shown above.

Contractor Metro Asphalt, Inc.

Signed By _____

Date _____

Recommend for Approval
Cook, Flatt & Strobel Engineers, P.A.

By: _____

Date _____

APPROVED:

Owner Cass County, Missouri

Signed By _____

Date _____

CASS COUNTY ROAD & BRIDGE DEPARTMENT

Terry Faulkenberry, Superintendent
30508 SW Outer Road
Harrisonville, Missouri 64701
Phone: (816) 380-8360

MEMORANDUM OF UNDERSTANDING

This document states the explicit agreement, in principal, between signatory property owner and official Cass County representatives regarding the pushing of vegetation waste by Cass County Road & Bridge personnel onto the private property of:

Name: FORREST WEBSTER CART Road Number: 562

Address: 1604 E MECHANIC Location: Township 43
Harrisonville, MO 64701 Range 31
Telephone: (816) 803-8568 Section 11

Be it known that this agreement has been reached such that Cass County Road & Bridge personnel and equipment may enter onto said property to push vegetation waste (such as brush, trees, weeds, tree limbs, tree roots, dirt, etc,) onto my property in a location of my choice.

In addition, the property owner further agrees that the County Road & Bridge personnel and equipment may also correct any drainage and/or visibility problems that exist. These corrections would be made by rebuilding the existing road to accepted County specifications; by regarding the end slopes, ditches and back slopes; or filling low areas of the above specific County road.

There shall be no other agreement between the listed parties, either implied or express, that would be binding on either party.

Property Owner: Forrest E Webster

Cass County Representative: Terry Faulkenberry 4-8-16

Presiding Commissioner Date

Associate Commissioner Date

Associate Commissioner Date

BOB HUSTON
CASS COUNTY ASSESSOR
2733 CANTRELL RD
HARRISONVILLE, MO 64701
(816) 380-8400 (816) 380-8391

November 4, 2016

Cass County Commission
102 E Wall St
Harrisonville Mo 64701

RE: Pictometry

It is my recommendation that the Commission accept the bid for services from Pictometry

Sincerely,

Bob Huston
2733 Cantrell Rd
Harrisonville MO 64701
PH. 816-380-8154
FAX. 816-380-8186
bobh@casscounty.com

Cass County Commission

102 East Wall • Harrisonville, Missouri 64701

LUKE A. SCAVUZZO
ASSOCIATE COMMISSIONER • DISTRICT 1
E-MAIL: lukes@casscounty.com
PHONE: 816/380-8158

JEFF COX
PRESIDING COMMISSIONER
E-MAIL: jeffc@casscounty.com
PHONE: 816/380-8160

JIMMY ODOM
ASSOCIATE COMMISSIONER • DISTRICT 2
E-MAIL: jimmyo@casscounty.com
PHONE: 816/380-8159

JAN CANTRELL
ADMINISTRATIVE ASSISTANT
E-Mail: janc@casscounty.com
Phone: 816/380-8155

MICHELE PHILLIPS
H. R. DIRECTOR
E-Mail: michelep@casscounty.com
Phone: 816/380-8103 Fax: 816/380-8113

November 3, 2016

Memo For Record

Re: Notice of Intent To Make Single Feasible Source Purchase-Assessor's Office

Associate Commissioner Luke Scavuzzo opened the bids with Jan Cantrell Administrative Assistant present. One bid received from Pictometry Imagery in the amount of $208,985.00. Bid will be reviewed and a recommendation will be made at a later date.

Sincerely,

Luke Scavuzzo
Associate Commissioner District 1

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Cass County Assessor's office believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Cass County Commission if you can supply the following:

96 sq. mi. of 3"/pixel individual orthographic and oblique geo-referenced aerial images, 737 sq. mi. of 9"/pixel individual orthographic and oblique geo-referenced aerial images, Standard tiles and Mosaic Area Wide Individual images in JPG and MrSID formats, Mosaic Area Wide combined images with online hosting of images for at least 100 users and measurement tools available and functional in both orthographic and oblique angled views including toolbar connection with ESRI ArcMap including training and setup.

Contact the Cass County Assessor with any questions and all bids must be turned in by 9:30 a.m. on November, 3rd 2016 to the Cass County Commission located at 102 E Wall Harrisonville, MO 64701

AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
CASS COUNTY, MO ("CUSTOMER")

1. This order form ("Order Form"), in combination with the contract components listed below:

   Section A: Product Descriptions, Prices and Payment Terms
   Section B: License Terms:
   - Delivered Content Terms and Conditions of Use
   - Online Services General Terms and Conditions
   - Software License Agreement

   Section C: Non-Standard Terms and Conditions

   (all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
2733 Cantrell Road	25 Methodist Hill Drive
Harrisonville, MO 64701	Rochester, NY 14623
Attn: Bob Huston, Assessor	Attn: Contract Administration
Phone: (816) 380-8179 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

   Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	**PICTOMETRY**
CASS COUNTY, MO	**PICTOMETRY INTERNATIONAL CORP.**
(entity type)	a Delaware corporation
SIGNATURE:	**SIGNATURE:**
NAME:	**NAME:**
TITLE:	**TITLE:**
DATE:	**EXECUTION DATE:**
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C191461

BILL TO
Cass County, MO
Bob Huston, Assessor
2733 Cantrell Road Harrisonville, MO 64701
(816) 380-8179
bobh@casscounty.com

SHIP TO
Cass County, MO
Bob Huston, Assessor
2733 Cantrell Road Harrisonville, MO 64701
(816) 380-8179
bobh@casscounty.com

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A118436	jball	Triennial

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
737	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$75.00	$67.50 (10.0%)	$49,747.50
96	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$450.00	$405.00 (10.0%)	$38,880.00
2	FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to $500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	$2,499.00		$4,998.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s) Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$6,600.00	$4,950.00 (25.0%)	$4,950.00
737	Tiles - Standard (9in GSD; TIFF format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$10.00	$5.00 (50.0%)	$3,685.00
96	Tiles - Standard (3in GSD; TIFF format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$10.00 (50.0%)	$960.00

737	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.50		$368.50
641	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.50		$320.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	$199.00		$199.00
96	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$192.00
96	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$192.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	$0.00		$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
				SUBTOTAL – FIRST PROJECT	$104,492.50

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
737	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$75.00	$67.50 (10.0%)	$49,747.50
96	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$450.00	$405.00 (10.0%)	$38,880.00

2	FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to $500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	$2,499.00		$4,998.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s) Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$6,600.00	$4,950.00 (25.0%)	$4,950.00
737	Tiles - Standard (9in GSD; TIFF format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$10.00	$5.00 (50.0%)	$3,685.00
96	Tiles - Standard (3in GSD; TIFF format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$10.00 (50.0%)	$960.00
737	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.50		$368.50
641	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.50		$320.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	$199.00		$199.00
96	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$192.00
96	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$192.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00

1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	$0.00		$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
				SUBTOTAL – SECOND PROJECT	$104,492.50

Thank you for choosing Pictometry as your service provider.	**TOTAL**	$208,985.00

[1]Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	$8,708.50
Due at Initial Shipment of Imagery	$26,123.00
Due at First Anniversary of Shipment of Imagery	$34,830.50
Due at Second Anniversary of Shipment of Imagery	$34,830.50
Total Payments	**$104,492.50**

SECOND PROJECT

Due at Initial Shipment of Imagery	$34,831.50
Due at First Anniversary of Shipment of Imagery	$34,830.50
Due at Second Anniversary of Shipment of Imagery	$34,830.50
Total Payments	**$104,492.50**

PRODUCT PARAMETERS

FIRST PROJECT

IMAGERY

Product:	**IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector**
Elevation Source:	USGS
Leaf:	Leaf Off: Less than 30% leaf cover

Product:	**IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source:	USGS
Leaf:	Leaf Off: Less than 30% leaf cover

CONNECT

Product:	**Pictometry Connect - CA - 50**
Admin User Name:	Bob Huston
Admin User Email:	bobh@casscounty.com
Requested Activation:	at delivery of imagery
Geofence:	MO Cass (Primary Geofence) MO Jackson MO Henry MO Bates MO Johnson

SECOND PROJECT

IMAGERY

Product:	**IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector**
Elevation Source:	USGS
Leaf:	Leaf Off: Less than 30% leaf cover

Product:	**IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source:	USGS
Leaf:	Leaf Off: Less than 30% leaf cover

CONNECT

Product:	**Pictometry Connect - CA - 50**
Admin User Name:	Bob Huston
Admin User Email:	bobh@casscounty.com
Requested Activation:	at delivery of imagery
Geofence:	MO Cass (Primary Geofence) MO Johnson MO Jackson MO Henry MO Bates

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- ☐ **Hurricane:** areas affected by hurricanes of Category II and higher.
- ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.
- ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B — LICENSE TERMS

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.

1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.

1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.

1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.

1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
(a) install the Delivered Content on Authorized Systems;
(b) permit access and use of the Delivered Content through Authorized Systems by:
(i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
(ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
(iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.

2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.

2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.

2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.

2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.

2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.

2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.

3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.

3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.

3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.

3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

4.1 **Term**. The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.

4.2 **Effect of Termination**. Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.

7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
1.2 You may not make the Online Services available to any other party.
1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.

4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.

5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement,

the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.

2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.

3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.

4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.

5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS ($50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.

7. **MISCELLANEOUS PROVISIONS.**

   A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.

   B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.

   C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.

   D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.

   E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.

G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.

H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms "Eligible User" and "Eligible Users" as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each "Authorized User" as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Missouri, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Missouri in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for the Second Project and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

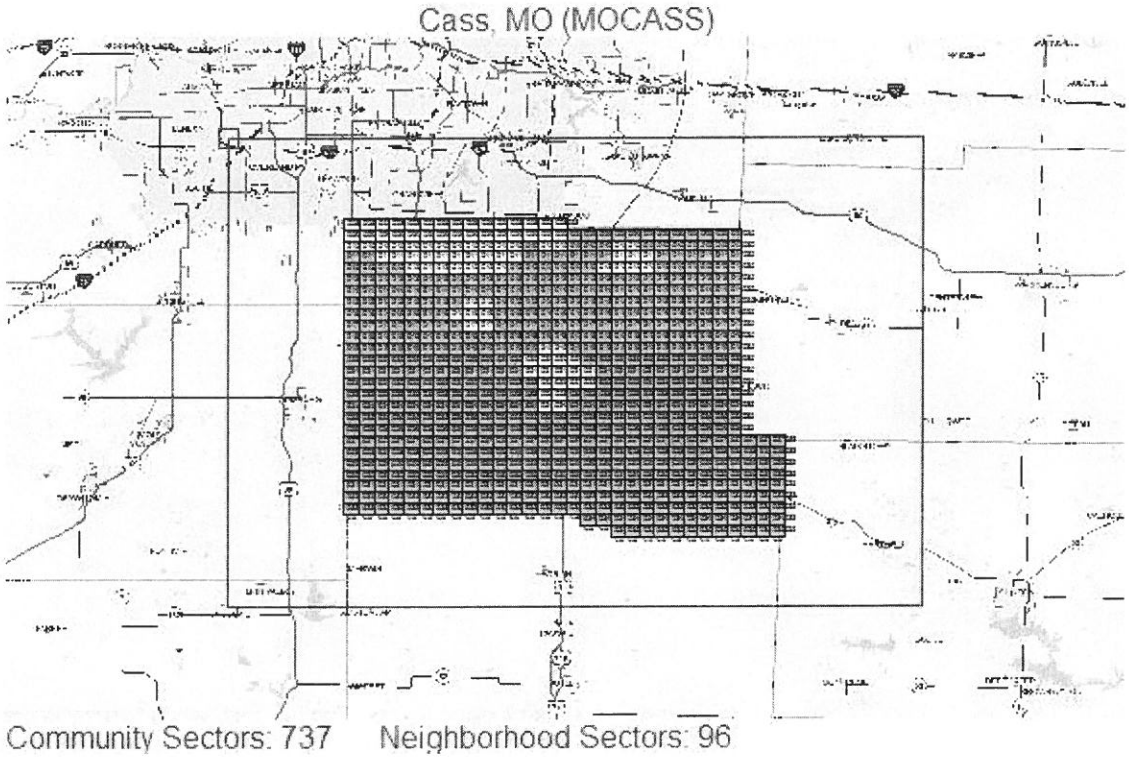
a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of the Second Project;

b. This Agreement shall remain in full force and effect, however commencement of the Second Project shall be deemed postponed until such time as funds for the Second Project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP(S)


Cass, MO (MOCASS)
Community Sectors: 737
Neighborhood Sectors: 96

City Hall Annex
520 Main Street
Belton, MO 64012
816-331-4331

October 31, 2016

Cass County Commission
102 E. Wall Street
Harrisonville, MO 64701

RE: Permit Waivers

In May 2014, the City of Belton submitted a signed letter from the Director of Public Works, Jeff Fisher, requesting permit fees waived for a major improvements project to the City's Wastewater Treatment Facility (WWTF). The signed letter is attached. Mr. Fisher spoke with Mr. Lambertz with the County and relayed to the project team that the City does "not need a permit…We will provide inspections and provide him with closeout documents at the end." This correspondence is also attached.

Since that time, two additional projects associated with the Belton WWTF have been identified. The City of Belton respectfully requests that, like the major improvements project, permits for these two projects be waived and inspection responsibilities assumed by qualified professionals.

Requests for these two projects are provided as follows:

1) A waiver for permit fees and to assume inspection responsibility for the construction of a Composting facility located at 21200 S. Mullen Rd. The City has obtained a Land Disturbance Permit from the State of Missouri.

2) As a part of the WWTF Improvements Project, the City and the Construction Industry Laborers Training Fund (CILTF), located at 21201 S. Mullen Rd, entered into an Easement Acquisition Agreement that included accommodations for a CILTF connection to the City's sewer system. This agreement is attached. It is requested that the permit fees be waived and that CILTF be responsible for inspecting the installation of their grinder pump and piping required to make the connection.

Sincerely,

Zach Matteo
Interim Director of Public Works/City Engineer

Enclosed:
Signed letter from Jeff Fisher dated May 7, 2014
Email correspondence from Jeff Fisher to project team dated June 1, 2015
Easement Acquisition Agreement between City and CILTF dated August 5, 2014

Approved by the Cass County Commission;

City Hall Annex
520 Main Street
Belton, MO 64012
816-331-4331

May 7, 2014

Traey Lambertz,
Codes Director
Cass County, MO
102 East Wall Street
Harrisonville, MO 64701

Dear Mr. Lambertz:

As we discussed during your visit with us on April 29th, the City of Belton is making major improvements to its Wastewater Treatment Plant (WWTP) near Mullen and 211th. Design of the improvements are at 90% completion and the City is working with the State to secure low interest loans that would save the City millions of dollars in interest expenses over the next 20 years. Construction is not expected until this Fall.

Two of the key components of the WWTP project are the construction of a new headworks facility and a new influent pump station, both of which are structures that will require permitting approvals from the County. Total construction costs for the two structures are estimated at $7.6 Million. The City has staff and engineering consultants that are designing and will also perform inspections of the projects. The City will not need to tie up County plan review or construction inspection services. The City would like to respectfully request the permit be approved at no cost to the City.

Sincerely,

Jeff Fisher
Director of Public Works

ACCREDITED AGENCY

Zach Matteo

From: Jeff Fisher
Sent: Monday, June 1, 2015 4:36 PM
To: Maya Turner (MTurner@carollo.com); Zach Matteo; Rex Olinger; Chuck McCulloh
Cc: Don Johnson
Subject: WWTP- Cass County Permit

Traey Lambert says we do not need a permit at all. We will provide inspections and provide him with closeout documents at the end.

Jeff Fisher
Director
Belton, MO
816-331-4331

CONFIDENTIALITY NOTICE:

This email, including any files transmitted with it, is the property of the Public Works Department of the City of Belton. It is confidential and is intended solely for the use of the individual, or entity to which the email is addressed. If you are not a named recipient, please notify the sender at (816) 331-4331 and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this email is strictly prohibited.

OFFER TO PURCHASE
AND
EASEMENT ACQUISITION AGREEMENT

City of Belton, Missouri

This AGREEMENT made and entered into this 5 day of August, 2014 by and between Trustees of Construction Industry Laborers Training Fund, ("Owner", whether one or more) and the City of Belton, Missouri ("City").

In consideration of the mutual promises and covenants herein contained, Owner hereby agrees to execute, and furnish to the City, any or all of the instruments listed below, upon, over, across, and under the real property identified as:

Tract No. 1

Upon delivery of properly executed right of way documents, City agree to pay Owner, as full compensation for the interests taken, the following payment(s):

1.	1.3143	acres Permanent Easement	$3,957.00
2.	1.3143	acres Temporary Construction Easement	1,494.00
3.	2.7548	acres Fee Acquisition	13,350.00
		Total Amount (Rounded)	$18,800.00

City offers and the Owner hereby accepts the terms of the letter from Jeff Fisher, Belton Public Works Director dated July 9, 2014, which is attached as an addendum and made a part of this contract.

Owner agrees to give City access to the real estate upon receipt of payment from City of the total amount shown above.

OWNER:

Trustees of Construction Industry Laborers Training Fund

By: Gabe Jones

Secretary

CITY:

Jeff Davis
Mayor

Project: 210th & Mullen
Sanitary Sewer Improvements
Belton, MO

Tract No: 1

Address: 21005 S. Mullen Road
Belton, MO 64012

Phone No. _____

CITY OF BELTON ANNEX
520 Main Street
Belton, MO 64012
816-331-4331

PUBLIC WORKS

July 9, 2014

Construction Industry Laborers' Training Fund
Michael S. White, Training Director
21201 S. Mullen Rd.
Belton, MO 64012

RE: Land Appraisal and Provisional Agreements

Mr. White,

The following is an offer to your organization in consideration of the real property and easements necessary to install a pump station and force main that will connect to the City's wastewater treatment plant. The City's on-call third party appraiser, Right of Way Associates, has completed their assessment for the Land Acquisition and Easements associated with the City's Wastewater Treatment Facility improvements and calculated "Just Compensation" at $18,800. A Valuation Summary can be found on page 14 of the Market Value report that you have been provided.

In addition, the City is offering to install a private, 4" sewer service pipe for your use on the Training Facility property as a connection to the City of Belton sewer system without charging the sewer connection fee. The City will install the private service line to your property line where you will connect your building at your costs. The City can help you determine best approach to installing the private system. When the connection is made, billing for sewer services will begin. It is suggested, but not required, that a check valve be installed upstream of the grinder pump for the safety of the pump and to provide protection against back-ups. Technical assistance can be provided by the City to assist in sizing your grinder pump. Obviously, in addition to the $18,800, there is value in the sewer connection and technical assistance from staff and the City's design engineer in assisting you with the private plumbing necessary to connect to the public facilities.

The City of Belton is very appreciative of your cooperation in this matter. We look forward to your reply. If you have any questions please do not hesitate to call me or my staff.

Respectfully,

Jeff Fisher
Director of Public Works

cc: Rex Olinger, WWTP Chief Operator

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Construction Industry Laborers Training Fund

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
21005 S. Dutton Road

Requester's name and address (optional)

City, state, and ZIP code
Belton MO 64012

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
43 - 0949394

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 8/5/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

GENERAL WARRANTY DEED

(1) **PARTIES**: THIS AGREEMENT, made this 5 day of August, 2014, by and between Trustees of Construction Industry Laborers Training Fund, Grantor, of the County of Cass, and State of Missouri, and the City of Belton, a Missouri municipality, Grantee.

GRANTEE'S ADDRESS: 502 Main Street, Belton, MO 64012

(2) **CONSIDERATION**: Grantor, in consideration of the sum of One DOLLAR ($1.00), to be paid by the City of Belton, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell, convey and confirm fee simple title in the property described in this deed.

(3) **PROPERTY DESCRIPTION**: Grantor conveys to the City of Belton the following described real estate and interests in real estate in the County of Cass, State of Missouri:

See Attached Exhibit "A"

(4) **RIGHTS OF GRANTEE**: Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to Grantor, its successors and assigns forever.

(5) **WARRANTY**: Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed. Grantor covenants that it has good right to convey the property. Grantor covenants that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claims; and that it will warrant and defend the title to said premises unto the City of Belton and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

(6) **DATE**: IN **WITNESS** WHEREOF, the said Grant(or) executed the above the day and year first above written.

Trustees of Construction Industry Laborers Training Fund

By: _____
Title: _____

Kevin R. Fahey
Secretary

ACKNOWLEDGMENT BY CORPORATION

STATE OF Missouri)
)SS
COUNTY OF Platte)

On this 5 day of August, 2014, before me appeared Gabe Jones, personally known to me, who being by me duly sworn, did say that *he/she* is the Chairman of the Board of The Trustees of Construction Industry Laborers Training Fund and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

CRAIG L BENNETT
Notary Public, Notary Seal
Commission Number 14436057
STATE OF MISSOURI
Platte County
My Commission Expires: April 6, 2018

Craig L Bennett
Notary Public

My Commission Expires: 4-6-18

Exhibit A

Tract A
A tract of land being located in the South 1/2 of Lot 2 of the Southwest 1/4 of Section 6, Township 45, Range 32, in Cass County, Missouri, more particularly described as follows:

Commencing at the southwest corner of said Section 6, thence North 01° 32' 22" East, along the west section line of Section 6 a distance of 1310.69 feet; thence South 87° 53' 06" East, a distance of 30.00 feet, to the Point of Beginning; thence South 01° 32' 22" West, a distance of 400.00 feet; thence South 87° 53' 06" East, a distance of 200.00 feet; thence North 28° 13' 04" East, a distance of 445.43 feet, to a point on the South line of the North 1/2 of said Fraction Lot 2; thence North 87° 53' 06" West, a distance of 400.00 feet, returning to the point of beginning. (Tract contains 119,999.39 sq. ft, 2.7548 acres)

PERMANENT EASEMENT FOR SANITARY SEWER AND APPURTENANCES
Tract No. 1

KNOW ALL PERSONS BY THESE PRESENTS:

That, **Trustees of Construction Industry Laborers Training Fund** of **21005 S. Mullen Road, Belton, MO 64012** and hereinafter called the **GRANTOR(S)** on this date August **(Month),** 5 **(Date),** 2014 **(Year)** for and in consideration of $10.00, the receipt of which is hereby acknowledged, does hereby grant, remise, release and forever Quit-Claim unto **BELTON,** a Charter City, of the County of Cass, State of Missouri, whose mailing address is:

C/O Right-of-Way Agent
Public Works Department
Engineering Division
502 Main Street
Belton, MO 64012-2514

and hereinafter called the **GRANTEE,** a **Permanent Easement** or right of way for the location, construction, reconstruction, maintenance, and repair of a sanitary sewer and any and all appurtenances thereto over, under and through the following described tract of land lying, being, and situated in Belton, Cass County, Missouri, to-wit:

See Exhibit A, legal description, attached hereto and by its reference incorporated herein

The **GRANTEE,** its agents, employees or independent contractors shall have the right to go upon the above described tracts of land, for the purpose of constructing, maintaining, and repairing the sanitary sewer improvements and appurtenances thereto, and shall upon completion of such construction, maintenance or repair, cause the land of the **GRANTOR(S)** to be restored to substantially the same condition that existed prior to the **GRANTEE'S** entry upon it.

The **GRANTORS** herein agree for themselves and for their heirs, successors or assigns, that the tract of land over which a permanent sanitary sewer easement is being granted shall be kept free from buildings or any other structures or obstructions (except grass, shrubs, fences, sidewalks, roadways, pavement or curbs) that would interfere with the **GRANTEE** in excavating upon said permanent easement for the purposes of laying, constructing, operating, maintaining or repairing a sanitary sewer and all appurtenances incidental thereto.

The **GRANTOR(S)** herein also agree for themselves and for their heirs, successors, or assigns, that no change in the earth cover over the sanitary sewer will be made without the written approval of the **GRANTEE'S** Director of Public Works.

These easements shall not be construed to prohibit the **GRANTOR(S)** from developing any adjoining property or from the laying out, establishing and constructing of pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.

GRANTOR(S) further state that they are lawfully seized of title to the land through which said easements are granted, and that they have good and lawful right to convey said easements to the **GRANTEE** herein.

IN TESTIMONY WHEREOF, the said **GRANTOR(S)** have hereunto set their hands and seals this 5 day of August Two Thousand and Fourteen.

Trustees of Construction Industry Laborers Training Fund

By: _____

Kevin R. Lahey Secretary

_____ _____

ACKNOWLEDGMENT BY CORPORATION

STATE OF Missouri)
)SS
COUNTY OF Platte)

On this 5 day of August, 2014, before me appeared Gabe Jones, personally known to me, who being by me duly sworn, did say that *he/she* is the Chairman of the Board of The Trustees of Construction Industry Laborers Training Fund and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

CRAIG L BENNETT
Notary Public, Notary Seal
Commission Number 14436057
STATE OF MISSOURI
Platte County
My Commission Expires: April 6, 2018

Craig L Bennett
Notary Public

My Commission Expires: 4-6-18

Exhibit A

Easement No. 3 - Permanent Easement
A tract of land being located in the South 1/2 of Lot 2 of the Southwest 1/4 of Section 6, Township 45, Range 32, in Cass County, Missouri, more particularly described as follows:

Commencing at the southwest corner of said Section 6, thence North 01° 32' 22" East, along the west section line of Section 6 a distance of 1310.69 feet; thence South 87° 53' 06" East, a distance of 30.00 feet; thence South 01° 32' 22" West, a distance of 400.00 feet, to the point of beginning; thence South 87° 53' 06" East, a distance of 50.00 feet; South 01° 32' 22" West, a distance of 910.72 feet; thence North 87° 51' 15" West, along South line of the South 1/2 of Fraction Lot 2 of said Section 6, a distance of 50.00 feet; North 01° 32' 22" East, a distance of 910.69 feet, returning to the point of beginning. (Tract contains 45,535.08 sq. ft.)

PERMANENT EASEMENT FOR SANITARY SEWER AND APPURTENANCES
Tract No. 2

KNOW ALL PERSONS BY THESE PRESENTS:

That, **Trustees of Construction Industry Laborers Training Fund** of **21005 S. Mullen Road, Belton, MO 64012** and hereinafter called the **GRANTOR(S)** on this date August **(Month),** 5 **(Date),** 2014 **(Year)** for and in consideration of $10.00, the receipt of which is hereby acknowledged, does hereby grant, remise, release and forever Quit-Claim unto **BELTON,** a Charter City, of the County of Cass, State of Missouri, whose mailing address is:

C/O Right-of-Way Agent
Public Works Department
Engineering Division
502 Main Street
Belton, MO 64012-2514

and hereinafter called the **GRANTEE,** a **Permanent Easement** or right of way for the location, construction, reconstruction, maintenance, and repair of a sanitary sewer and any and all appurtenances thereto over, under and through the following described tract of land lying, being, and situated in Belton, Cass County, Missouri, to-wit:

See Exhibit A, legal description, attached hereto and by its reference incorporated herein

The **GRANTEE,** its agents, employees or independent contractors shall have the right to go upon the above described tracts of land, for the purpose of constructing, maintaining, and repairing the sanitary sewer improvements and appurtenances thereto, and shall upon completion of such construction, maintenance or repair, cause the land of the **GRANTOR(S)** to be restored to substantially the same condition that existed prior to the **GRANTEE'S** entry upon it.

The **GRANTORS** herein agree for themselves and for their heirs, successors or assigns, that the tract of land over which a permanent sanitary sewer easement is being granted shall be kept free from buildings or any other structures or obstructions (except grass, shrubs, fences, sidewalks, roadways, pavement or curbs) that would interfere with the **GRANTEE** in excavating upon said permanent easement for the purposes of laying, constructing, operating, maintaining or repairing a sanitary sewer and all appurtenances incidental thereto.

The **GRANTOR(S)** herein also agree for themselves and for their heirs, successors, or assigns, that no change in the earth cover over the sanitary sewer will be made without the written approval of the **GRANTEE'S** Director of Public Works.

These easements shall not be construed to prohibit the **GRANTOR(S)** from developing any adjoining property or from the laying out, establishing and constructing of pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.

GRANTOR(S) further state that they are lawfully seized of title to the land through which said easements are granted, and that they have good and lawful right to convey said easements to the **GRANTEE** herein.

IN TESTIMONY WHEREOF, the said **GRANTOR(S)** have hereunto set their hands and seals this 5 day of August Two Thousand and Fourteen.

Trustees of Construction Industry Laborers Training Fund

By: [signature]

[signature] Secretary

C:\Old\craigs\currept\WORD\ROW\Belton\1087\CIFPE.doc

ACKNOWLEDGMENT BY CORPORATION

STATE OF Missouri)
)SS
COUNTY OF Platte)

On this 5 day of August, 2014 before me appeared Gabe Jones, personally known to me, who being by me duly sworn, did say that *he/she* is the Chairman of the Board of The Trustees of Construction Industry Laborers Training Fund and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Craig L Bennett
Notary Public

My Commission Expires: 4-6-18

CRAIG L. BENNETT
Notary Public, Notary Seal
Commission Number 14436057
STATE OF MISSOURI
Platte County
My Commission Expires: April 6, 2018

Exhibit A

Easement No. 5 - Permanent Easement
A tract of land being located in the North 1/2 of Lot 2 of the Northwest 1/4 of Section 7, Township 45, Range 32, in Cass County, Missouri, more particularly described as follows:

Commencing at the southwest corner of Section 6, Township 45, Range 32, thence East along the South line of said Section 6, South 87° 51' 15" East, a distance of 30.00 feet, to the point of beginning; thence South 87° 51' 15" East, a distance of 50.00 feet; thence South 01° 32' 22" West, a distance of 234.26 feet; thence North 87° 51' 15" West, a distance of 50.00 feet; thence North 01° 32' 22" East, a distance of 234.26 feet, returning to the point of beginning. (Tract contains 11,714.25 sq. ft.)

TEMPORARY EASEMENT FOR UTILITIES AND APPURTENANCES

KNOW ALL PERSONS BY THESE PRESENTS:

That, **Trustees of Construction Industry Laborers Training Fund** of **(Belton, Missouri, Cass County)** (hereinafter called the **"GRANTOR") on this date** August **(Month),** 5 **(Date),** 2014 **(Year)** for and in consideration of Ten Dollars **($10.00),** the receipt of which is hereby acknowledged, does hereby grant, remise, release and forever Quit-Claim unto **THE CITY OF BELTON,** a 4th Class City, of the County of Cass, State of Missouri, whose mailing address is:

C/O Right-of-Way Agent
Public Works Department
Engineering Division
502 Main Street
Belton, MO 64012-2514

(hereinafter called the **"GRANTEE"),** a **Temporary Construction Easement** for the construction of utility improvements and all appurtenances incidental thereto beginning on the date that the **GRANTEE** through its Director of Public Works Department, their successors or assigns, notifies the Contractor of this project to begin construction, and ending on completion of project, under and upon the following tract of land lying, being and situate in Belton, Cass County, Missouri, to-wit:

Sanitary Sewer Project Tract No. 1

See Exhibit A, attached hereto and by its reference incorporated herein

The **GRANTEE'S** acceptance of this instrument by ordinance shall authorize its Director of its Public Works Department to, upon request, issue to the **GRANTOR** its heirs, successors or assigns, a written notarized statement of the **GRANTEE'S** continued claim to or the **GRANTEE'S** release of its rights in and to the **Temporary Construction Easement** herein described.

The **GRANTEE**, its employees and duly authorized agents, its contractors and their employees shall have the right to enter upon above described land at any and all times to construct, build, repair, survey; operate and store machinery and equipment; establish, alter and change grade and contour of the land; remove trees, brush, shrubbery, bushes, permanent structures and personal property including fences; and to use land for all reasonable purposes during the construction period of the project, and for ninety (90) days thereafter, at which time all rights of **GRANTEE** herein conveyed in above described land shall terminate and cease.

This easement shall not be construed to prohibit the **GRANTOR** from developing any adjoining property or from the laying out, establishing and constructing of pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.

GRANTOR further states that it is lawfully seized of title to the land through which said easements are granted, and that it has good and lawful right to convey said easements to the **GRANTEE** herein.

IN TESTIMONY WHEREOF, the said **GRANTOR** has hereunto set its hand and seal this 5 day of August Two Thousand and Fourteen.

Trustees of Construction Industry Laborers Training Fund

By: _____

Karen L. Kelly
Secretary

Exhibit A

Easement No. 4 - Temporary Easement
A tract of land being located in the South 1/2 of Lot 2 of the Southwest 1/4 of Section 6, Township 45, Range 32, in Cass County, Missouri, more particularly described as follows:

Commencing at the southwest corner of said Section 6, thence North 01° 32' 22" East, along the west section line of Section 6 a distance of 1310.69 feet; thence South 87° 53' 06" East, a distance of 30.00 feet; thence South 01° 32' 22" West, a distance of 400.00 feet; thence South 87° 53' 06" East, a distance of 50.00 feet, to the point of beginning; thence South 87° 53' 06" East, a distance of 50.00 feet; South 01° 32' 22" West, a distance of 910.74 feet; thence North 87° 51' 15" West, along South line of the South 1/2 of Fraction Lot 2 of said Section 6, a distance of 50.00 feet; North 01° 32' 22" East, a distance of 910.72 feet, returning to the point of beginning. (Tract contains 45,535.08 sq. ft.)

TEMPORARY EASEMENT FOR UTILITIES AND APPURTENANCES

KNOW ALL PERSONS BY THESE PRESENTS:

That, **Trustees of Construction Industry Laborers Training Fund** of **(Belton, Missouri, Cass County)** (hereinafter called the **"GRANTOR") on this date** August **(Month),** 5 **(Date),** 2014 **(Year)** for and in consideration of Ten Dollars **($10.00),** the receipt of which is hereby acknowledged, does hereby grant, remise, release and forever Quit-Claim unto **THE CITY OF BELTON,** a 4th Class City, of the County of Cass, State of Missouri, whose mailing address is:

C/O Right-of-Way Agent
Public Works Department
Engineering Division
502 Main Street
Belton, MO 64012-2514

(hereinafter called the **"GRANTEE"**), a **Temporary Construction Easement** for the construction of utility improvements and all appurtenances incidental thereto beginning on the date that the **GRANTEE** through its Director of Public Works Department, their successors or assigns, notifies the Contractor of this project to begin construction, and ending on completion of project, under and upon the following tract of land lying, being and situate in Belton, Cass County, Missouri, to-wit:

Sanitary Sewer Project Tract No. 7

See Exhibit A, attached hereto and by its reference incorporated herein

The **GRANTEE'S** acceptance of this instrument by ordinance shall authorize its Director of its Public Works Department to, upon request, issue to the **GRANTOR** its heirs, successors or assigns, a written notarized statement of the **GRANTEE'S** continued claim to or the **GRANTEE'S** release of its rights in and to the **Temporary Construction Easement** herein described.

The **GRANTEE**, its employees and duly authorized agents, its contractors and their employees shall have the right to enter upon above described land at any and all times to construct, build, repair, survey; operate and store machinery and equipment; establish, alter and change grade and contour of the land; remove trees, brush, shrubbery, bushes, permanent structures and personal property including fences; and to use land for all reasonable purposes during the construction period of the project, and for ninety (90) days thereafter, at which time all rights of **GRANTEE** herein conveyed in above described land shall terminate and cease.

This easement shall not be construed to prohibit the **GRANTOR** from developing any adjoining property or from the laying out, establishing and constructing of pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.

GRANTOR further states that it is lawfully seized of title to the land through which said easements are granted, and that it has good and lawful right to convey said easements to the **GRANTEE** herein.

IN TESTIMONY WHEREOF, the said **GRANTOR** has hereunto set its hand and seal this 5 day of August Two Thousand and Fourteen.

Trustees of Construction Industry Laborers Training Fund

By: _____ Kevin R. Baker
Secretary

ACKNOWLEDGMENT BY CORPORATION

STATE OF Missouri)
)SS
COUNTY OF Platte)

On this 5 day of August, 2014, before me appeared Gabe Jones, personally known to me, who being by me duly sworn, did say that *he/she* is the Chairman of the Board of The Trustees of Construction Industry Laborers Training Fund and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Craig L Dennis
Notary Public

My Commission Expires: 4-6-18

Exhibit A

Easement No. 6 - Temporary Easement
A tract of land being located in the North 1/2 of Lot 2 of the Northwest 1/4 of Section 7, Township 45, Range 32, in Cass County, Missouri, more particularly described as follows:

Commencing at the southwest corner of Section 6, Township 45, Range 32, thence East along the South line of said Section 6, South 87° 51' 15" East, a distance of 80.00 feet, to the point of beginning; thence South 87° 51' 15" East, a distance of 50.00 feet; thence South 01° 32' 22" West, a distance of 234.26 feet; thence North 87° 51' 15" West, a distance of 50.00 feet; thence North 01° 32' 22" East, a distance of 234.26 feet, returning to the point of beginning. (Tract contains 11,714.25 sq. ft.)