

**COOPERATIVE AGREEMENT FOR PUBLIC IMPROVEMENTS—  
INTERSECTION OF 159<sup>TH</sup> STREET AND US-169 HIGHWAY**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the CITY OF OLATHE, KANSAS, a Municipal Corporation duly organized under the laws of the State of Kansas (“City”), and BLUE SPRINGS SAFETY STORAGE SOUTH, L.L.C., a Missouri limited liability company (“Developer”).

**WITNESSETH**, that:

**WHEREAS**, Developer intends to develop the real property generally located at the northeast corner of 167<sup>th</sup> Street and US-169 Highway in Olathe, Johnson County, Kansas, more particularly described in **Exhibit A** (the “Property”), which is attached hereto and incorporated herein by reference;

**WHEREAS**, on August 20, 2024, the City Council adopted Ordinance No. 24-32, RZ-24-0005, which rezoned the Property from the CTY PEC-3 (County Light Industrial) District to the R-1 (Single Family), R-2(Two-Family), R-3 (Low-Density Multifamily) and M-2 (General Industrial) Districts (the “Rezoning Case”) and approved a preliminary site development plan for a mixed-use project to be constructed thereon (the “Project”). Developer and City have determined, by virtue of the traffic study submitted with the Rezoning Case, that the estimated traffic generated by Phase 3 of the Project, along with existing conditions and other anticipated future conditions, will necessitate improvements to the intersection of 159<sup>th</sup> Street and US-169 Highway, consisting of an additional southbound left turn lane, an additional eastbound through lane and separate eastbound right turn lane, and a second westbound through lane and separate westbound right turn lane (the “Improvements”);

**WHEREAS**, Developer's civil engineer has prepared an opinion of costs for the Improvements (the "Improvements Costs") as described in **Exhibit B**, which is attached hereto and incorporated herein by reference;

**WHEREAS**, the Project's traffic study determined that the Project's proportionate share of the traffic volumes related to the Improvements is fifteen percent (15%) ("Developer's Proportionate Share"); and

**WHEREAS**, Developer acknowledges a need for the Improvements and agrees to contribute Developer's Proportionate Share of the Improvements Costs, as more fully discussed below.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and considerations contained herein, it is agreed by the two parties as follows:

**1. Scope.** City and Developer enter into this Agreement within the contemplation and purview of K.S.A. 12-2904(b) to provide for the construction and financing of the Improvements.

**2. City Obligations.**

(a) The City will prepare, or have prepared, construction plans and specifications (the "Plans and Specifications") for the Improvements at such time as authorized by the governing body of the City.

(b) The City will construct, or cause to be constructed, the Improvements in accordance with the Plans and Specifications at such time as authorized by the governing body of the City. No plat or phase of the Project will be conditioned or delayed based on the timing of construction of the Improvements by the City. The Parties agree that Developer's performance pursuant to this Agreement will satisfy all stipulations for the Project pertaining to the Improvements.

(c) If the City constructs a fly-over where 167<sup>th</sup> Street intersects US-169 Highway, it is expected that the City will also improve 167<sup>th</sup> Street from such intersection east along the Property. The City agrees that if Developer chooses to make such improvements to any portion of 167<sup>th</sup> Street along the Property prior to the City doing so, Developer's costs of completing such work will be a credit against any transportation improvement excise taxes associated with platting the Property.

### **3. Developer Obligations.**

(a) Developer will construct all public improvements necessitated by and stipulated in the Rezoning Case related to construction of the Project that are not included within the Improvements.

(b) Developer will pay all transportation improvement excise taxes levied in accordance with Chapter 3.35 of the Olathe Municipal Code for each phase of the Project. The Parties agree that all such transportation improvement excise taxes, except those levied against land in an R-1 (Single Family) District, will be levied as Service Assessments in accordance with Olathe Charter Ordinance No. 71 (and any amendments thereto) concurrently with each approved final plat for the Project (against the relevant portion of the Project then being final platted). For the avoidance of doubt, the transportation improvement excise taxes will be imposed in addition to Developer's Proportionate Share of the Improvement Costs.

(c) Developer's Proportionate Share of the Improvement Costs, which the City and Developer agree is an amount equal to Seven Hundred Thousand Five Hundred Nineteen and NO/100 Dollars (\$700,519.00), will be paid by Developer to the City within thirty (30) days of the Effective Date.

(d) All Service Assessments related to the Project shall be made by ordinance which may be adopted not less than thirty (30) days after a written statement of the costs has been given the owner or other person(s) responsible for payment of the assessment (including, but not limited to, the Developer). Prior to the adoption of the ordinance, the charge may be paid without interest to the City Treasurer. All such moneys shall be credited as a reimbursable item to the fund created by K.S.A. 12-1674 from which the cost of such services by the City are paid or payable. The ordinance levying the Service Assessment shall be recorded in the Johnson County Land Records. The Service Assessment will be payable over a period of ten (10) years in equal annual installments, but the Service Assessment may be prepaid at any time. All unpaid Service Assessments shall be certified by the City Clerk to the County Clerk with interest on the unpaid installments at a rate fixed by the Governing Body of the City, which the Parties agree shall be generally consistent with the interest rates of the most recent general obligation bonds/notes issued by the City, but in no event will the interest rate exceed ten percent (10%) per annum. Such Service Assessments shall be levied by the County Clerk upon the property concurrently with general property taxes, and any revenue received therefrom shall be paid to the City in the same manner as taxes of the City are collected and paid.

(e) Developer hereby agrees to pay the Service Assessments levied against the Property pursuant to this Agreement and further agrees to the following:

(i) Waiver of notice of and the holding of any public hearing by the governing body of the City for the purpose of considering Service Assessments (or other special assessments for the same purpose) against the Property

(ii) Consent to the levy of Service Assessments (or other special assessments for the same purpose) against the Property in the amounts herein described to be paid in

installments not to exceed ten (10) approximately equal annual installments together with interest on such amounts;

(iii) Waiver of any right to contest or file a lawsuit setting aside the levy of Service Assessments (or other special assessments for the same purpose) after publication of the assessment ordinance of the City.

**4. Runs with the Land.** Developer's rights and obligations under this Agreement shall run with the land and bind and accrue to all future owners of the Property.

**5. Notice.** Any notice required by this Agreement shall be deemed to be given if mailed by United States mail, postage prepaid, and addressed as hereinafter specified. Any notice to City shall be addressed to:

City Clerk's Office  
City of Olathe  
City Hall  
100 E. Santa Fe Street  
P.O. Box 768  
Olathe, KS 66051-0768  
[cco@olatheks.org](mailto:cco@olatheks.org)

With a copy to:

City Attorney's Office  
City of Olathe, KS  
City Hall  
100 E. Santa Fe Street  
P.O. Box 768  
Olathe, KS 660651-0768  
[cityattorney@olatheks.org](mailto:cityattorney@olatheks.org)

Notices to Developer shall be addressed to:

Blue Springs Safety Storage South, L.L.C.  
c/o Anthony Ward  
1120 NW Eagle Ridge Boulevard  
Grain Valley, Missouri 64020

With a copy to:

Curtis J. Petersen, Esq.  
Polsinelli PC  
900 West 48<sup>th</sup> Street, Suite 900  
Kansas City, Missouri 64112

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days written notice thereof.

**6. Amendment.** This Agreement shall not be amended, modified, canceled or abrogated without the written consent of the parties.

**7. Construction.** This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

**8. Recording.** Upon the effective date of this Agreement, the Agreement (or a memorandum thereof) shall be recorded against the Property in the Office of the Register of Deeds of Johnson County, Kansas.

[NO FURTHER TEXT; SIGNATURE PAGES FOLLOW]

**CITY OF OLATHE, KANSAS**  
A Municipal Corporation

By: \_\_\_\_\_  
John W. Bacon, Mayor

ATTESTED BY:

\_\_\_\_\_  
Brenda D. Swearingian, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ronald R. Shaver, City Attorney

BLUE SPRINGS SAFETY STORAGE SOUTH,  
L.L.C., a Missouri limited liability company

By: \_\_\_\_\_  
Anthony Ward, Authorized Signatory

STATE OF KANSAS            )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a notary public in and for the county and state aforesaid, came Anthony Ward, to me personally known, who being duly sworn did say that he is an authorized signatory of Blue Springs Safety Storage South, L.L.C., a Missouri limited liability company, and that he, as such authorized signatory, executed the foregoing document for the purposes therein contained, by signing the name of the limited liability company by himself as such authorized signatory.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



## **Exhibit A**

### **Legal Description of the Property**

#### **Description (M-2)**

All that part of the Southwest Quarter and Northwest Quarter of Section 13, Township 14 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 13; thence N 87°52'31" E, along the South line of the Southwest Quarter of said Section 13, a distance of 66.30 feet to a point on the East right-of-way line of Burlington Northern Railroad, as now established, said point also being the Point of Beginning; thence along the East right-of-way line of said Burlington Northern Railroad, for the following seven (7) courses; thence N 2°18'27" W, a distance of 2646.72 feet to a point on the South line of the Northwest Quarter of said Section 13; thence N 87°57'03" E, along the South line of the Northwest Quarter of said Section 13, a distance of 18.00 feet; thence N 2°00'36" W, a distance of 161.82 feet; thence Northerly on a curve to the right, said curve being tangent to the last described course and having a radius of 5661.58 feet, an arc distance of 1169.92 feet to a point on the South line of the Northwest Quarter of the Northwest Quarter of said Section 13; thence S 87°59'31" W, along the South line of the Northwest Quarter of the Northwest Quarter of said Section 13, a distance of 18.39 feet; thence Northerly on a curve to the right, said curve having an initial tangent bearing of N 9°47'30" E and a radius of 5679.58 feet, an arc distance of 350.11 feet; thence N 13°19'25" E, a distance of 633.09 feet; thence N 88°01'58" E, a distance of 401.80 feet; thence N 1°58'02" W, a distance of 372.34 feet to a point on the North line of the Northwest Quarter of said Section 13; thence N 88°01'58" E, along the North line of the Northwest Quarter of said Section 13, a distance of 415.86 feet; thence S 1°50'23" E, a distance of 130.51 feet; thence Southerly on a curve to the left, said curve being tangent to the last described course and having a radius of 300.00 feet, an arc distance of 134.18 feet; thence Southerly on a curve to the right, said curve being tangent to the last described course and having a radius of 300.00 feet, an arc distance of 133.85 feet; thence S 1°58'56" E, a distance of 680.56 feet; thence Southerly on a curve to the right, said curve being tangent to the last described course and having a radius of 500.00 feet, an arc distance of 135.34 feet; thence Southerly on a curve to the left, said curve being tangent to the last described course and having a radius of 500.00 feet, an arc distance of 120.23 feet to a point on the North line of the Southwest Quarter of the Northwest Quarter of said Section 13; thence N 87°59'31" E, along the North line of the Southwest Quarter of the Northwest Quarter of said Section 13, a distance of 66.44 feet to the Northeast corner of the Southwest Quarter of the Northwest Quarter of said Section 13; thence S 1°58'56" E, along the East line of the Southwest Quarter of the Northwest Quarter of said Section 13, a distance of 1322.53 feet to the Southeast corner of the Southwest Quarter of the Northwest Quarter of said Section 13; thence S 87°57'03" W, along the North line of the Southwest Quarter of said Section 13, a distance of 61.79 feet; thence Southerly on a curve to the left, said curve having an initial tangent bearing of S 11°51'37" E and a radius of 500.00 feet, an arc distance of 46.57 feet; thence S 17°11'48" E, a distance of 500.63 feet; thence Southerly on a curve to the right, said curve being tangent to the last described course and having a radius of 500.00 feet, an arc distance of 134.72 feet; thence S 1°45'34" E, a distance of 685.92 feet; thence Southerly on a curve to the right, said curve being tangent to the last described course and having a radius of 500.00 feet, an arc distance of 182.35 feet; thence S 19°08'12" W, a distance of 351.47 feet; thence Southerly on a curve to the left, said curve being tangent to the last described course and having a radius of 1000.00 feet, an arc distance of 364.71 feet; thence S 1°45'34" E, a distance of 435.21 feet to a point on the South line of the Southwest Quarter of said Section 13; thence S 87°52'31" W, along the South line of the Southwest Quarter of said Section 13, a distance of 1125.38 feet to the point of beginning, containing 6,081,192 square feet or 139.6049 acres, more or less.

#### **Description (R-1)**

All that part of the Southwest Quarter of Section 13, Township 14 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Southeast corner of the Southwest Quarter of said Section 13; thence S 87°52'31" W, along the South line of the Southwest Quarter of said Section 13, a distance of 279.72 feet; thence N 2°07'30" W, a distance of 156.00 feet; thence N 4°15'59" W, a distance of 55.13 feet; thence N 27°40'51" W, a distance of 69.73 feet; thence N 5°30'00" W, a distance of 98.28 feet; thence N 11°05'59" E, a

## **Exhibit B**

**Opinion of Improvements Costs**

**[See attached]**

| Preliminary Opinion of Probable Project Cost |   |  |  |  |  |
|--|---|--|--|--|--|
| Project:                                     | 159TH ST. AND US 169 HIGHWAY INTERSECTION |  |  |  |  |
| PEI #  | 211125                                    |  |  |  |  |
| Last Revised                                 | 12/16/2024                                |  |  |  |  |
| By:  | KSJ/DEU                                   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |
|  |   |  |  |  |  |