

RESOLUTION NO. R-19-64

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SHARED PARKING AGREEMENT BETWEEN THE CITY OF GLADSTONE, MISSOURI, AND SREH MAG GLADSTONE DEVELOPERS, LLC.

WHEREAS, the City of Gladstone, Missouri ("City"), entered into a Development Agreement with Glad Hotel Partners, LLC, for the development of a hotel on property generally located at Northeast 69th Street and North Oak Trafficway (the "Property"); and


WHEREAS, as part of said Development Agreement the City and the developer of the Property are required to execute a Shared Parking Agreement concerning the use of the parking stalls within any constructed or reconstructed parking lot on the Property; and

WHEREAS, the City desires to enter into a shared parking agreement to ensure the public use of parking stalls and facilities located on the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Council hereby approves of and authorizes the City Manager to execute the Shared Parking Agreement in substantially similar form as **Exhibit A** attached hereto and incorporated herein by reference.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 11th DAY OF NOVEMBER 2019.



Mayor Carol J. Suter

ATTEST:



Ruth E. Bocchino, City Clerk

Shared Parking Agreement

This SHARED PARKING AGREEMENT ("Agreement") is made and entered into by the City of Gladstone, Missouri, ("City") a municipal corporation of the third class, and SREH Mag Gladstone Developers, LLC, a Delaware limited liability company ("Developer"), on this _____ day of November, 2019. The term "Parties" is used herein to refer both the City and Developer.

RECITALS:

- A. The Parties have entered into an agreement for the development of a hotel on certain property generally located at the intersection 69th Street and North Oak Trafficway in the City of Gladstone Missouri, more specifically described in **Exhibit A**, attached hereto and incorporated herein by reference (the "Property").
- B. The Parties hereto desire to make and enter into this Agreement for the purpose of ensuring that adequate parking spaces are available for public use during the hours set forth herein.

AGREEMENTS:

In consideration of the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the respective parties, Developer, as the lessee of the Property under the Lease Agreement dated as of November 1, 2019 between the City as lessor and the Developer as Lessee (the "Chapter 100 Lease"), and the City hereby agree as follows:

1. **Shared Parking:** The Developer shall allow the use of seven (7) standard parking stalls and one (1) handicap parking stall from 8 a.m. to 5 p.m. Monday through Friday ("Non-peak Hours") for use by the occupant of the building located at 405 NE 70th St., Gladstone, MO 64118. The Developer shall ensure that the standard parking stalls are located within 200 feet of the rear door of the building referenced above. The one (1) handicapped parking stall shall be located as required by law, regulation, or ordinance. The Developer shall further allow the use of the to-be constructed and reconstructed parking lot or on street parking stalls associated with the Development for use by the public during Non-peak Hours.
2. **Applicability of Agreement:** The obligations set forth in this Agreement shall be binding on Developer and any occupant, tenant, subtenant, or owner of the Property, or any successor or assign of Developer, and Developer shall provide for such obligation in any agreement transferring a leasehold or sub-leasehold interest in the Property.
3. **Nature of Agreement:** The Parties agree that they intend the covenants and agreements set forth in this Agreement to run with the Property described herein in perpetuity. There shall be no merger of this Agreement or of the leasehold estate created by the Chapter

100 Lease with the fee title to the Property. Further, the Parties intend that this Agreement be recorded in the land records of Clay County, Missouri, prior to the memorandum of lease associated with the transfer of a leasehold interest in the Property under the Chapter 100 Lease.

4. **Insurance.** Developer agrees that it shall secure and maintain, at its own expense, through the duration of this Agreement insurance meeting the requirements of Section 6.03 of the Development Agreement dated February 21, 2019, between the parties. The requirement for such insurance shall survive termination of the Development Agreement.
5. **Community Improvement Districts.** The parties agree to use their commercial best efforts to negotiate two cooperative agreements with the Community Improvement Districts that have been formed covering the Property and agree that the provisions hereof may be replaced by such agreements if the written consent of the parties hereto is obtained.

IN WITNESS WHEREOF, the Parties have executed this Parking Agreement and agree to attach said Agreement to the Development Agreement for the Property as of the date set above.

CITY OF GLADSTONE, MISSOURI

By: _____
 Scott Wingerson, City Manager, City of Gladstone, Missouri

Attest: _____
 Ruth E. Bocchino, City Clerk, City of Gladstone, Missouri

Developer

By: _____
 _____, Developer

Exhibit A

LOTS 4, 5, 6, 7, 8, 9, 10, 11 AND S. 10.72 FEET OF LOT 12, BLOCK 25, LINDEN SUBDIVISION.

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 25, LINDEN SUBDIVISION; THENCE S. $89^{\circ} 37'44''$ E. ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING ALONG SAID NORTH LINE OF S. $89^{\circ} 37'44''$ E, A DISTANCE OF 43.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF SAID LOTS 1, 2 AND 3 S. $00^{\circ} 25'15''$ W., A DISTANCE OF 160.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3 N. $89^{\circ} 50'09''$ W., A DISTANCE OF 124.17 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ON THE WEST LINE OF SAID LOTS 2 AND 3 N. $00^{\circ} 30'41''$ E., A DISTANCE OF 80.83 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID LOTS 1,2, AND 3 N. $00^{\circ} 30'41''$ E., A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING, BEING TRACT 2 AS SHOWN ON THE CERTIFICATE OF SURVEY RECORDED DECEMBER 7, 2016 AS DOCUMENT NO. 2016043750 IN BOOK H, PAGE 177.