

MEMORANDUM OF UNDERSTANDING

LIGHTBURNE ROAD

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Liberty, MO ("Liberty") and Hallmark Cards, Incorporated ("Hallmark"). Liberty and Hallmark may herein collectively be referred to as the "Parties" and individually as "Party."

RECITALS:

WHEREAS, Hallmark has been located in the City of Liberty since 1972 and has continued to be recognized as a community partner; and

WHEREAS, in December 2017, Hallmark expanded the workforce at the Distribution Facility by adding approximately 400 employees, thereby showing a commitment to the facility and the community by adding new jobs; and

WHEREAS, Hallmark continues to express concern regarding the continued use of Lightburne Road as a truck route for the purpose of delivery and receiving of goods vital to their business; and

WHEREAS, on April 30, 2018, the Mayor of Liberty provided a letter to Hallmark outlining a commitment to work with the City Council and future City Councils to ensure workable solutions for the use of Lightburne Road as a local truck route in accordance with Ordinance 9698;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and Hallmark agree as follows:

1. This MOU does not exclude the City, or at the direction of the City a developer, from expanding the width of Lightburne Road, adding curb and gutters, or installing traffic signals if it is shown to improve traffic flow and safety at the direction of the City's Director of Public Works. The City shall meet with Hallmark regarding the road improvements found to be necessary and work with Hallmark regarding the scheduling of such improvements. Hallmark will work cooperatively with the City regarding any road improvements adjacent to the Hallmark Distribution Facility including providing right of way and access easements when necessary. Hallmark is also cooperating with the City for the voluntary annexation of certain of its property as described in a separate Memorandum of Understanding - Montage dated \_\_\_\_-- 2022.
2. On March 28, 2011, the Liberty City Council adopted Ordinance No. 9685 regarding commercial truck traffic within the city limits of Liberty (a copy of Ordinance No. 9685, as adopted, is attached hereto as Exhibit "A" and incorporated herein by reference). Ordinance No. 9685 continues to be in full force and effect. In exchange for Hallmark's agreement in Section 1 above, Liberty agrees that it will not adopt additional restrictions for commercial truck traffic along Lightburne Road or Missouri

Highway 291 (it should be noted that Liberty does not have authority to control Missouri Department of Transportation roadways) that **adversely** impact current truck traffic accessing Hallmark's Distribution Center located at 2101 Lightburne Road unless mutually agreed upon by the City of Liberty and Hallmark. Exhibit "B" attached hereto and incorporated herein by references contains documentation of the current truck traffic accessing Hallmark's Distribution Center. Furthermore, the City of Liberty and Hallmark will work collaboratively to mitigate the impact of 1) additional truck traffic on Lightburne Road or Missouri Highway 291; and 2) any future truck traffic restrictions that would negatively affect the logistical operations of the Hallmark Distribution Center located at 2101 Lightburne Road.

3. Miscellaneous.

- a. Choice of Law. The interpretation, construction and performance of this MOU shall be governed by the laws of the State of Missouri.
- b. Multiple Counterparts. This Agreement may be executed in multiple counterpart copies, each of which will be considered an original and all of which shall constitute but one and the same instrument, binding on all Parties hereto, even though all the Parties are not signatory to the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages which together contain the signatures of all Parties hereto shall be deemed for all purposes a fully executed original.
- c. Negotiation of Agreements. Liberty and Hallmark have negotiated this Agreement in good faith and in confidence with applicable law.
- d. Cooperation, Good Faith and Further Assurances. Liberty and Hallmark covenant and agree each to the other that its conduct under this Agreement, and the interpretation and enforcement of the provisions hereof, shall be characterized by good faith and fair dealings so that the objectives of each party as set forth in this Agreement may be achieved. The parties agree to use and exercise good faith in connection with the implementation of the terms and provisions of this Agreement. The parties acknowledge that further actions and agreements will be required in order to effectuate the intent of this Agreement. Therefore, at any time and from time to time, upon request by any party, the other party will cooperate fully in all hearings or meetings necessary, deliver further instruments and documents, and take further action necessary to effectuate the intent of this Agreement and negotiate all further agreements in good faith.
- e. No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between Liberty and Hallmark under this Agreement.

- f. No Third Party Beneficiaries. This Agreement is made and entered into for the and Hallmark. No other person or entity shall have or acquire any right or action based upon any provisions of this MOU.
  
- g. Modification. In order to allow both parties the opportunity to assess the growth in the area, the parties agree to review this MOU every ten (10) years from the date of execution of this Agreement. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Hallmark and Liberty. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as indicated.

CITY OF LIBERTY

HALLMARK CARDS, INCORPORATED

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_