

January 4, 2023

The Kansas City Southern Railway Company
Attn: Mr. Shawn Mindrup
Director of Commercial Innovation
427 West 12th Street
Kansas City, MO 64105

**Subject: MEMORANDUM OF AGREEMENT
Park Boulevard Extension, Right-of-Way Acquisition
Roadway Easement – 0.5606 acres (24,421 square feet),
Roadway Crossing Easement – 0.2524 acres (10,996 square feet) and
Temporary Construction Easements – 1.4403 acres (62,739 square feet)
situated in the Francisco De La Pina Survey No. 688, Collin County
(Parcel 42-2)**

Dear Mr. Mindrup:

Our discussions for the acquisition of land needed for acquiring right-of-way for the future extension of Park Boulevard from F.M. Highway 2514 (Parker Road) east to State Highway 78, the property will be required for this extension in the form of a signed and executed Deed.

The County has tentatively approved a one-time payment in the amount of **THREE HUNDRED EIGHTY-SEVEN NINE HUNDRED SEVENTY-ONE AND NO/100 DOLLARS (\$387,971.00)** as herein agreed, made payable to you upon final approval and ratification by the county commissioners. The aforementioned amount will constitute full payment and be made by the County for the property described below:

The property consists of **Roadway Easement – 0.5606 acres (24,421 square feet), Roadway Crossing Easement – 0.2524 acres (10,996 square feet), and Temporary Construction Easement 1.4403 acres (62,739 square feet), Collin County**, located in Collin County, Texas, as more fully described and depicted on the attached *Exhibit A*. The property is being purchased by the County for plans of paving and drainage improvements.

The amount herein stated, and the terms provided constitute the only promises, consideration and conditions of this acquisition; and, no other promises, consideration or conditions have been signified or implied, save and except the following provision, if applicable.

Until payment is made by the County, title and possession of the property to be conveyed remain with you. You shall bear all risk of loss to any and all such property prior to such payment. After closing, all risk of loss, maintenance and repair will be assumed by the County based on the condition of the property at closing.

It is in the best interest of both you and the County to formalize this agreement via this said Memorandum of Agreement (MOA) in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the County will make payment.

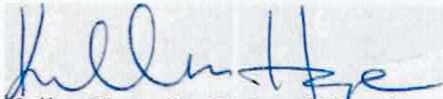
January 4, 2023
The Kansas City Southern Railway Company
MOA - Page 2 of 3

With your signing of this agreement and execution of the Deed, the County will proceed with the said instruments to satisfy you as owners(s) of the property as well as to the owners of all liens, encumbrances, and claims or charges.

Additionally, by signing this agreement, you have authorized the County and/or its acting agents to contact, if necessary, your mortgage company or lien holder to obtain any release information associated with the conveyance of the aforementioned property. For your protection, your authorization will terminate at the conveyance of said property. Should you have a lien on the property, please provide your lender and account number so that we may begin the process of obtaining a partial release from the said lender.

The County, without cost to you as the owner, will pay all closing cost associated with the transaction.

Respectfully,



Kellen Hope, Sr. Right-of-Way Agent
M: 469-514-8552

Respectfully,



Lisa Tovey, Sr. Project Coordinator
M: 972-533-4196

Attachments

cc: Collin County
Project file

I (We) fully understand the County's proposal as contained in this agreement and hereby acknowledge and agree as to its terms and conditions.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By: Ginger Adamiak
Printed Name: Ginger Adamiak
Title: Vice President Sales Marketing

SSN or FEI No.

Date

Agent for Collin County

Date
