

SITE LICENSE AGREEMENT

THIS SITE LICENSE AGREEMENT (“*Agreement*”) is entered into effective as of the ___ day of March _____, 2015 (“*Effective Date*”), between Kansas City Power & Light Company (“*KCP&L*”), a Missouri Corporation, with a mailing address at 1200 Main Street, Kansas City, Missouri 64105 and the City of Overland Park, Kansas, a Municipal Corporation of the state of Kansas, (“*Host*”).

WHEREAS, Host is the owner of the certain properties legally described and depicted on Exhibit A attached hereto and incorporated herein by this reference (the “*Property or Properties*”); and

WHEREAS, KCP&L desires to install and operate 24 Level two Electric Vehicle Supply Equipment station(s) (together with all related utilities and accessories, the “*EVSE*”) on the Properties as shown on the Site Plan(s) on Exhibit B attached hereto and incorporated herein by this reference (the “*Sites*”); and

WHEREAS, the Governing Body of Host concludes that the development of publicly accessible utility infrastructure for charging electric vehicles is a significant public purpose, and the providing or hosting of public locations for the EVSE as provided in this Agreement, serves that significant public purpose and therefore agrees to permit the installation and operation of the EVSE at the Sites on the Properties subject to the terms and conditions of this Site License Agreement.

NOW, THEREFORE, in consideration of the mutual promises, conditions and agreements set forth herein, KCP&L and Host agree as follows:

1. License. Host hereby grants to KCP&L a license to install and operate the EVSE on the Properties at the Sites shown on Exhibit B in accordance with and subject to the terms and conditions of this Agreement. The EVSE will include a vehicle charging station, which shall be installed and maintained in accordance with the provisions of the Overland Park Municipal Code. KCP&L (or its affiliates) shall (a) at no cost to Host, install all necessary electrical service, connections and equipment to serve the EVSE, and (b) provide all necessary electric utility services to Host at the EVSE. Host agrees to take reasonable actions to assist KCP&L with the installation of the EVSE. Upon completion of installation of the EVSE, Host understands and acknowledges that ownership of the EVSE shall remain with KCP&L. No use, however lengthy, of any Host facilities or property reflected on the Site Plan, nor payment of any fees or charges required under this Agreement, shall create or vest in KCP&L any easement or other ownership or property right of any nature in any portion of such Host facilities or the Properties. Neither this Agreement, nor any authorization granted under this Agreement, shall constitute an assignment of any of the Host’s rights to or interest in the Property or any other public property.

KCP&L agrees there will be no changes to the EVSE without the prior written approval of the City Manager of Host, and this License does not extend to the installation or placement of any signage. Any signage related to the EVSE must be approved through City

processes and will be purchased and installed at KCP&L's sole cost and expense. The display of any third party signage content is not authorized nor approved.

2. Consumption Costs. Host shall be responsible for all kilowatt usage costs of the EVSE for the Initial Term (as defined in Section 9 below). After the Initial Term, KCP&L will deploy a payment platform at the EVSE station(s) that will facilitate payment by the end user and Host shall have no further responsibility for the payment of usage costs. Host represents and warrants that it will not charge any third party for the consumption or usage of said power, electrical and/or usage costs at any time during the Initial Term of this Agreement. Notwithstanding anything in this Agreement to the contrary, the parties understand and agree that this Agreement is subject to the limitations and provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., which provide that a Kansas municipal entity may not obligate funds unless those funds are first appropriated by the Governing Body of the City.

3. Access. Host shall provide KCP&L access to and sufficient space for locating the EVSE at the locations shown on the Site Plan, and also agrees to provide governmental authorities access to the EVSE for any inspections and installation of monitoring hardware and/or software on the EVSE as necessary for KCP&L to fulfill its reporting requirements to regulatory entities. Host will allow potential end users access to the area where the EVSE is located in the same manner that it grants non-end users access to the area.

4. Operation. KCP&L shall operate the EVSE in accordance with commercially reasonable practices. However, uninterrupted service is not guaranteed, and KCP&L may interrupt service when necessary to ensure safety or to perform maintenance. If any governmental license, permit or other approval shall be required for the proper and lawful use of the EVSE, KCP&L, at its sole cost and expense, shall obtain and thereafter maintain the same and shall comply with all of the terms and conditions thereof. KCP&L shall promptly deliver copies of all such licenses, permits and/or other approvals to Host.

5. Hours of Operation; Demand Response Procedures. Except as otherwise provided herein, the EVSE shall be operated by KCP&L for up to 24 hours each day and made available to the general public. Further, Host acknowledges and agrees that KCP&L will be utilizing "Demand Response" ("**DR**") procedures. The EVSE will display a message notifying the consumer of the various DR application scenarios. Host acknowledges and understands that KCP&L utilizes such DR options to optimize usage at peak times, which could result in temporarily disabling the EVSE from electrical output or consumption during the term of this Agreement. Host shall not charge KCP&L or any other party rent or any other fees for the EVSE Sites referenced herein to use the Sites during the Initial Term of this Agreement.

6. Consent; Permits. KCP&L shall not install the EVSE, including any utility service, equipment or accessories or, after the installation thereof, alter the EVSE or any of its components in any manner that requires architectural or engineering plans without first obtaining Host's prior written approval (which shall not be unreasonably withheld, conditioned or delayed) of the architectural and engineering plans and specifications therefor. KCP&L shall not install the EVSE or any utility service, equipment or accessories until all

required municipal and other governmental permits and authorizations have been obtained by KCP&L.

7. Marketing. The parties understand and agree that the EVSE will be KCP&L-branded. KCP&L may publish and promote the locations of the Sites throughout the term of the Agreement. Host's name may also be used in the initial launch of the program. Thereafter, neither party will make any press release or otherwise formally publicize the EVSE on the Sites without first obtaining formal written approval from the other party. With respect to any marketing efforts including but not limited to logos, stickers, decals or signage made a part of equipment purchased or infrastructure established; or any printed materials or other marketing and/or outreach materials, activities, or websites created by Host under this Agreement, Host agrees to submit in advance any such marketing effort for review and approval by KCP&L, which approval shall not be unreasonably withheld, conditioned or delayed.

8. Maintenance and Repair. KCP&L shall maintain the EVSE in good working condition and appearance, ordinary wear and tear excepted during the term of this Agreement. Host will promptly notify KCP&L of any problems it is aware of related to the EVSE.

In the event the condition of the EVSE creates a situation that threatens the health, safety and welfare of the public, KCP&L shall immediately take whatever measures are reasonably necessary to restore the EVSE to a safe condition (the "**Emergency Restoration Work**"). In the event KCP&L fails in its duty and obligation to perform Emergency Restoration Work, the Host shall have the right to take whatever action is necessary to remove the threat to the public safety or welfare. If the Host exercises such right, KCP&L shall reimburse the Host for all actual expenses associated with the Host's performance of the Emergency Restoration Work, such reimbursement to occur within 30 days of invoice from the Host.

9. Term and Termination. Either party has the right to terminate this Agreement in whole or in part at any time by delivering written notice of such election to the other party, in which case the Agreement shall terminate on the date that is 30 days after the receipt of the termination notice. The Host's termination rights hereunder will be exercised by a majority vote of the Host's governing body. If KCP&L fails to perform any of its obligations or comply with any of the other terms and conditions of this Agreement and such failure continues for a period of 15 days after receipt of written notice from Host, Host may immediately terminate the Agreement by delivering written notice to KCP&L. Upon the expiration or termination of this Agreement, KCP&L will remove the EVSE at KCP&L's cost and expense and restore the portions of the Sites on which the EVSE was installed to a condition similar to the Sites on which the same was installed prior to installation of the EVSE.

Should the Host, in its sole discretion, determine that the EVSE at a particular Site or Sites, is endangering the public health, safety or welfare, or has become unsightly or a nuisance, or unreasonably interferes with the Host's use of adjacent property, then upon request of the Host, KCP&L will remove or cause to be removed the EVSA from the Site or Sites and KCP&L shall repair any damage caused thereby at KCP&L's expense. Should

KCP&L fail to comply with the Host's removal request, the Host may remove the same and KCP&L shall reimburse the Host for the removal of the EVSE and repair the Site within 30 days of receipt of invoice from the Host.

This Agreement shall be effective for a term beginning on the Effective Date and ending January 1, 2017 ("**Initial Term**"). Thereafter, this Agreement will automatically renew on the anniversary of the Effective Date for up to fifteen (15) additional one (1) year terms, unless this Agreement is otherwise terminated as provided herein. The additional terms shall be deemed a continuation of this Agreement and not as a new agreement or amendment.

10. Liens. Host represents and warrants that: (a) Host is the fee simple owner of the Properties and has good and marketable title to the Properties; and (b) the contents and terms of this Agreement are not in violation of any other agreement entered into by Host with any other party. Neither party will allow any liens or encumbrances to be placed on the EVSE or the Properties. If any liens are placed on or filed against the EVSE, or the Properties as a result of any work or materials contracted by or on behalf of either party hereto, said party shall cause the lien to be released of record within 15 days after the filing thereof. Nothing in this Agreement shall be construed as empowering either party to encumber or cause to be encumbered the title or interest of Host to the Properties nor KCP&L to the EVSE in any manner.

11. Property Taxes. KCP&L shall pay all real and/or personal property taxes on its personal property located on the Properties.

12. Insurance. Each party agrees that it will at all times during the term hereof, at its own expense, procure, maintain and keep in force insurance with an insurance company authorized to transact business in the State of Kansas, a commercial general liability insurance policy covering: (a) the operation and use of the EVSE (in the case of KCP&L); and (b) the operation and use of the Sites (in the case of Host), in each case affording protection in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for injury to or death of one or more persons. The policy must include customary coverages for liability arising from premises, operations, independent contractors and liability assumed under an insured contract. The policy shall name the other party hereto (including said party's parent, affiliates, subsidiaries, officers, directors, employees, agents and assigns) as additional insureds whereby neither party may cancel or reduce the insurance without first giving the other party hereto at least 30 days prior written notice. Each party further covenants to deposit with the other party a certificate of such insurance and the certificate of each such renewal policy complying with the terms of this Agreement.

Further, unless third-party insurance coverage is required by applicable law, both parties shall have the right to self-insure against perils and liabilities for which it would otherwise be required to obtain insurance under the terms of this Agreement. If a party elects to self-insure against certain perils and/or liabilities against which it would otherwise be required to obtain a policy of insurance under this Agreement, then for purposes of this Agreement, such party shall be deemed to hold insurance against such perils and/or liabilities in the minimum amounts of insurance which such party is otherwise required to maintain

under the terms of this Agreement. By so electing, such party shall be deemed to be self-insuring against the perils and/or liabilities that are the subject of such claims.

13. Waiver. KCP&L waives (to the extent of insurance proceeds collected) any and all rights of recovery, claim, action or cause of action against the Host, its agents, officers, or employees for any damage that may occur to the Sites, including but not limited to the EVSE, and/or any personal property of KCP&L by reason of any cause which is insured against under the terms of any insurance policies referred to herein or self-insured, regardless of cause or origin, including negligence.

14. Indemnification. KCP&L shall be liable for, and shall indemnify, defend and hold Host harmless from, any and all liabilities, claims, demands, administrative proceedings, orders, judgments, assessments, fines, penalties, costs and lawsuits, of whatever nature (collectively, "**Liabilities**"), arising out of the negligent, willful or intentional acts or omissions of KCP&L, its express agents, contractors or employees at the Properties during the term of this Agreement and/or a breach of any of the representations, warranties, covenants or the terms of this Agreement. Notwithstanding the foregoing, KCP&L shall not be liable for or be required to indemnify, defend or hold the Host party harmless to the extent of any Liabilities that are caused by the negligent, willful or intentional acts or omissions of the Host.

15. No Consequential Damages. Neither party shall be liable to the other party for any special, incidental, consequential, punitive or indirect damages or loss of profit or business interruption damages whatsoever.

16. Performance. Performance under this Agreement is subject to all valid laws, rules and regulations of courts or regulatory bodies having jurisdiction.

17. Casualty. If all or any portion of the EVSE on the Sites are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any, a "**Casualty**"), Host shall have the right to terminate the Agreement by written notice to KCP&L in which event the Agreement shall terminate on the date that is 10 days after the date of Host's termination notice and KCP&L may elect to remove the EVSE from the Sites. In the event of any Casualty which materially and adversely affects the operation of the EVSE, KCP&L shall have the right to terminate the Agreement by written notice to Host within 14 days after the Casualty, in which event the Agreement shall terminate on the date that is 10 days after the date of KCP&L's termination notice and KCP&L shall remove the EVSE from the Sites in the manner provided in Section 9, above.

18. Assignment. This Agreement and the rights conferred hereunder shall not be assigned by either party except with the prior written consent of the other party in each instance, and such consent shall not be unreasonably withheld, conditioned or delayed.

19. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement of the parties. No term or provision of this Agreement may be modified, amended, changed, or waived, temporarily or permanently, except, in the case of

modifications, changes and amendments, pursuant to the written consent of both parties to this Agreement, and in the case of waivers, pursuant to the written consent of the waiving party.

20. No Partnership. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render KCP&L and Host liable as partners, co-venturers or principals.

21. Governing Law. This Agreement shall be governed by the laws of the State of Kansas.

22. Counterparts. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Facsimile and digital electronic signatures shall constitute original signatures for purposes of this Agreement.

23. Notice. Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this Section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

If to KCP&L:

Kansas City Power & Light Company
Attn: Kristin Riggins
One Kansas City Place
1200 Main Street
Kansas City, Missouri 64105
Email Address: kristin.riggins@kcpl.com

If to Host:

The City of Overland Park, Kansas
City Hall
Attn: City Clerk
8500 Santa Fe Drive
Overland Park, Kansas 66212

With a copy to:

The City of Overland Park, Kansas
City Hall

Attn: City Attorney
8500 Santa Fe Drive
Overland Park, Kansas 66212

24. Kansas Act Against Discrimination. During the performance of this Agreement, and any resulting subcontract, KCP&L, all subcontractors and vendors, shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and Title VII of the Civil Rights Act of 1964 as amended, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, low income, age, sex, disability, national origin or ancestry. In all solicitations or advertisements for employees, KCP&L, all subcontractors and vendors, shall include the phrase, "equal opportunity employer," or a similar phrase approved by the Kansas Human Rights Commission. If KCP&L fails to comply with the manner in which KCP&L reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, KCP&L shall be deemed to have breached this Agreement, and this Agreement may be canceled, terminated or suspended, in whole or in part, by the Host. If KCP&L is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, KCP&L shall be deemed to have breached this Agreement, and this Agreement may be canceled, terminated or suspended, in whole or in part, by the Host. KCP&L shall include the provisions of this Section in every subcontract or purchase order to ensure these provisions will be binding upon such subcontractor or vendor.

25. Headings. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto execute this Agreement agreeing to be bound by the terms herein as of the date first above written.

KCP&L

Kansas City Power & Light Company

By: _____

Print Name: _____

Title: _____

HOST:

CITY OF OVERLAND PARK, KANSAS

Carl Gerlach, Mayor

ATTEST:

Marian Cook, City Clerk

APPROVED AS TO FORM:

Tammy M. Owens, Deputy City Attorney

CORPORATE ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, That on this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of Kansas City Power & Light Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri; who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to be the act and deed of said Corporation.

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

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of Properties

Matt Ross Community Center (MRCC)
8101 Marty Street

[LEGAL TO BE INSERTED]

Tomahawk Ridge Community Center (TRCC)
11902 Lowell Avenue

[LEGAL TO BE INSERTED]
The Overland Park Soccer Complex
13700 Switzer Road

[LEGAL TO BE INSERTED]
The Deanna Rose Children's Farmstead
13800 Switzer Road

[LEGAL TO BE INSERTED]
Arboretum and Botanical Gardens and Environmental Education Visitor Center
179th Street & Antioch Road (8909 West 179th Street)

[LEGAL TO BE INSERTED]
St. Andrews Golf Course
11099 West 135th Street

[LEGAL TO BE INSERTED]
Sykes/Lady Overland Park Golf Course fka Overland Park Golf Course
12501 Quivira Road

[LEGAL TO BE INSERTED]
Overland Park Convention Center
6000 College Boulevard

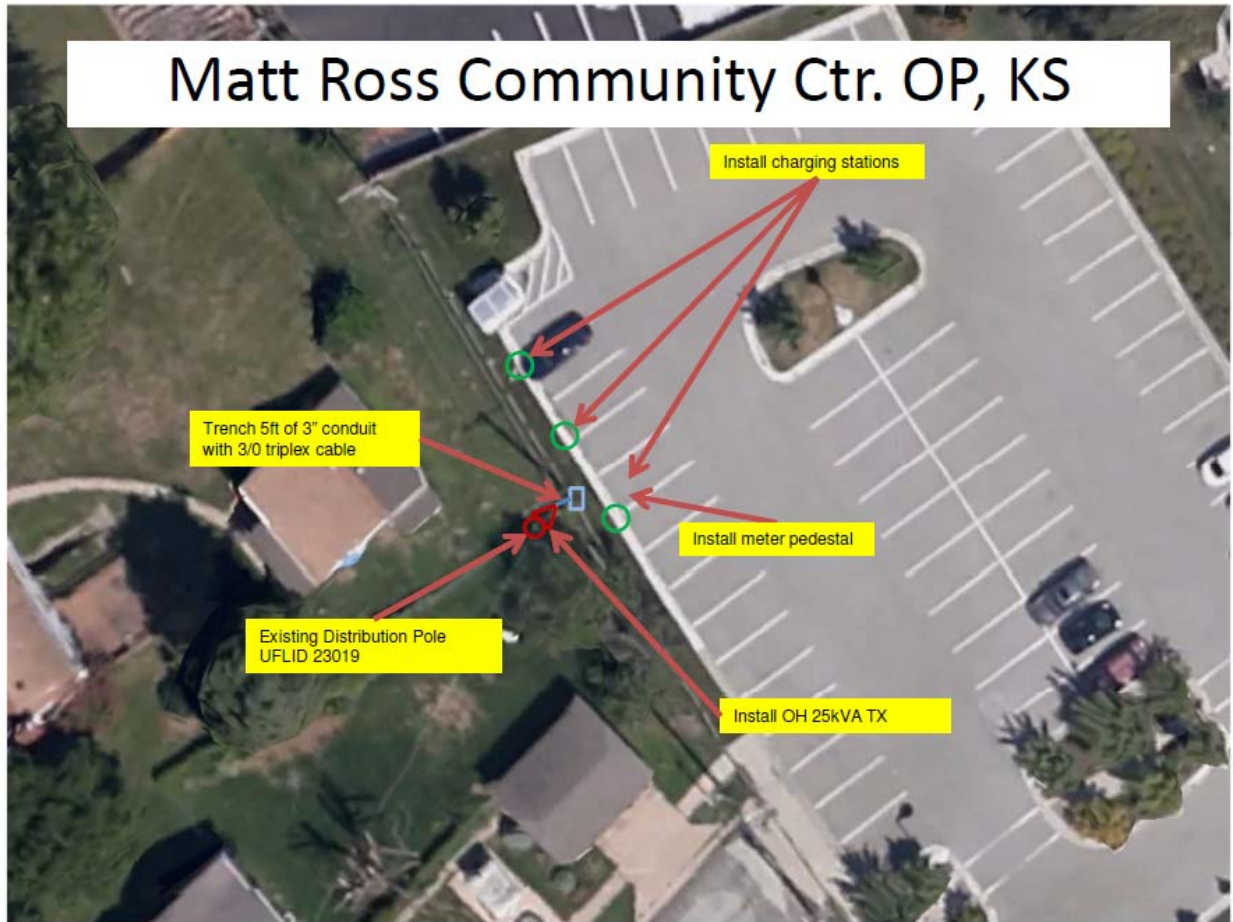
[LEGAL TO BE INSERTED]

EXHIBIT B

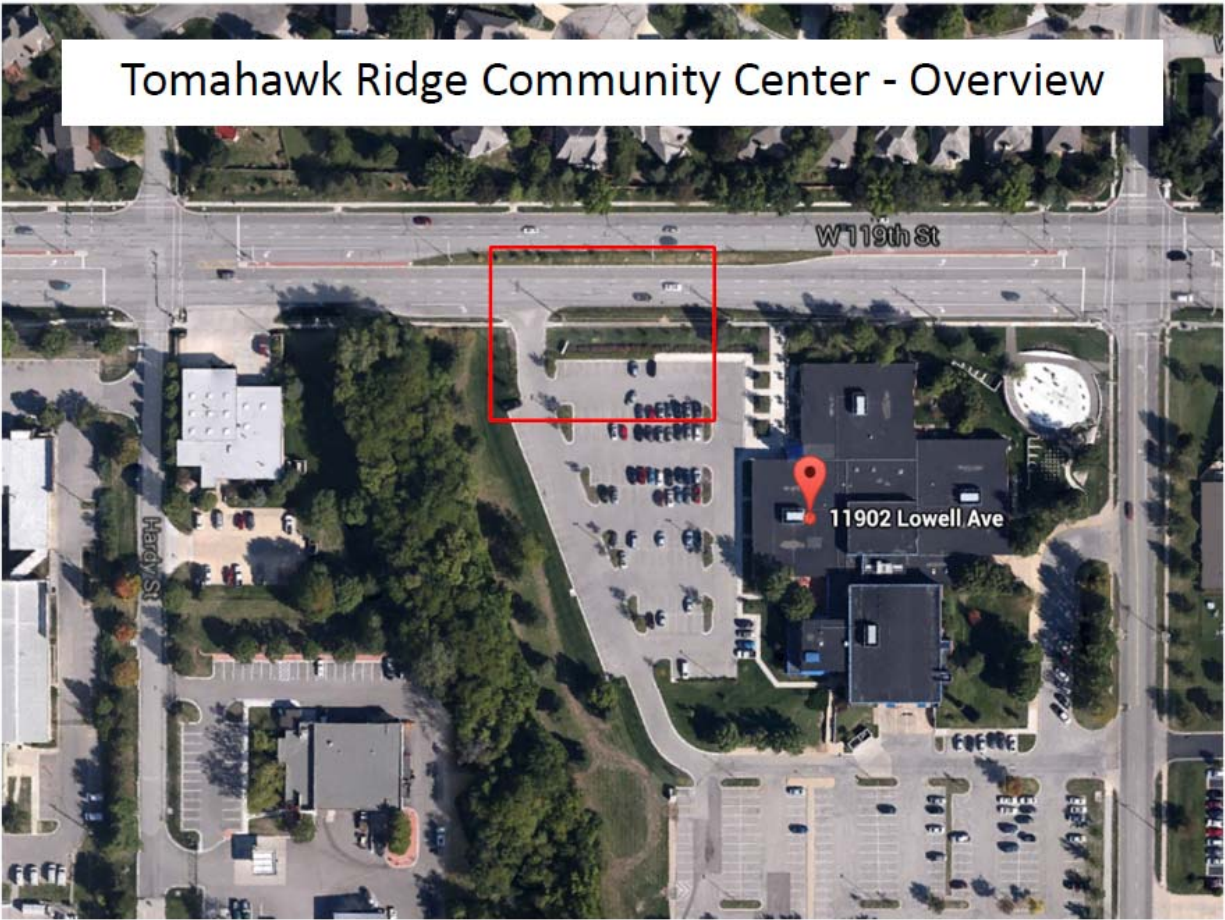
Site Plan where EVSE(s) will be located within the Sites



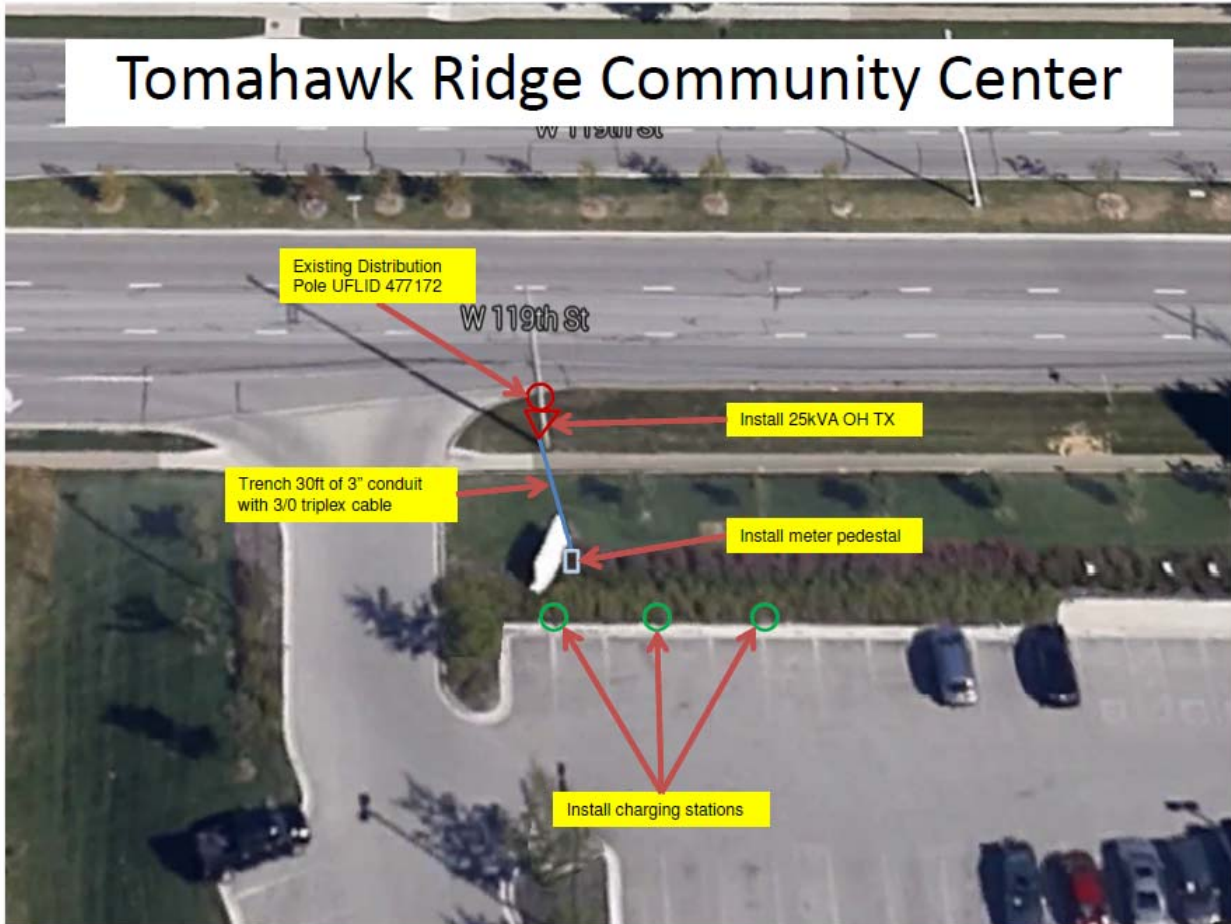
Matt Ross Community Ctr. OP, KS



Tomahawk Ridge Community Center - Overview



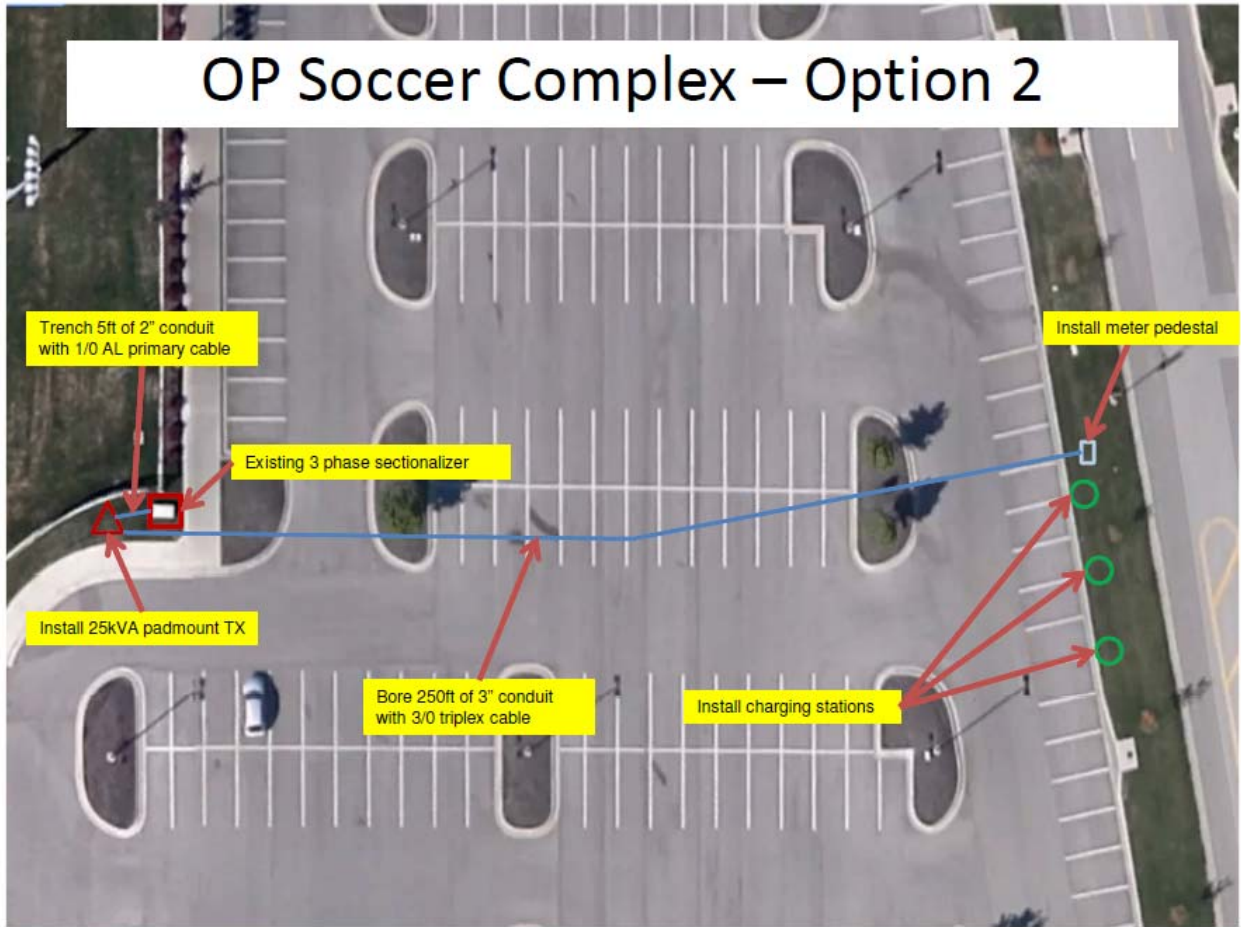
Tomahawk Ridge Community Center



OP Soccer Complex - Overview



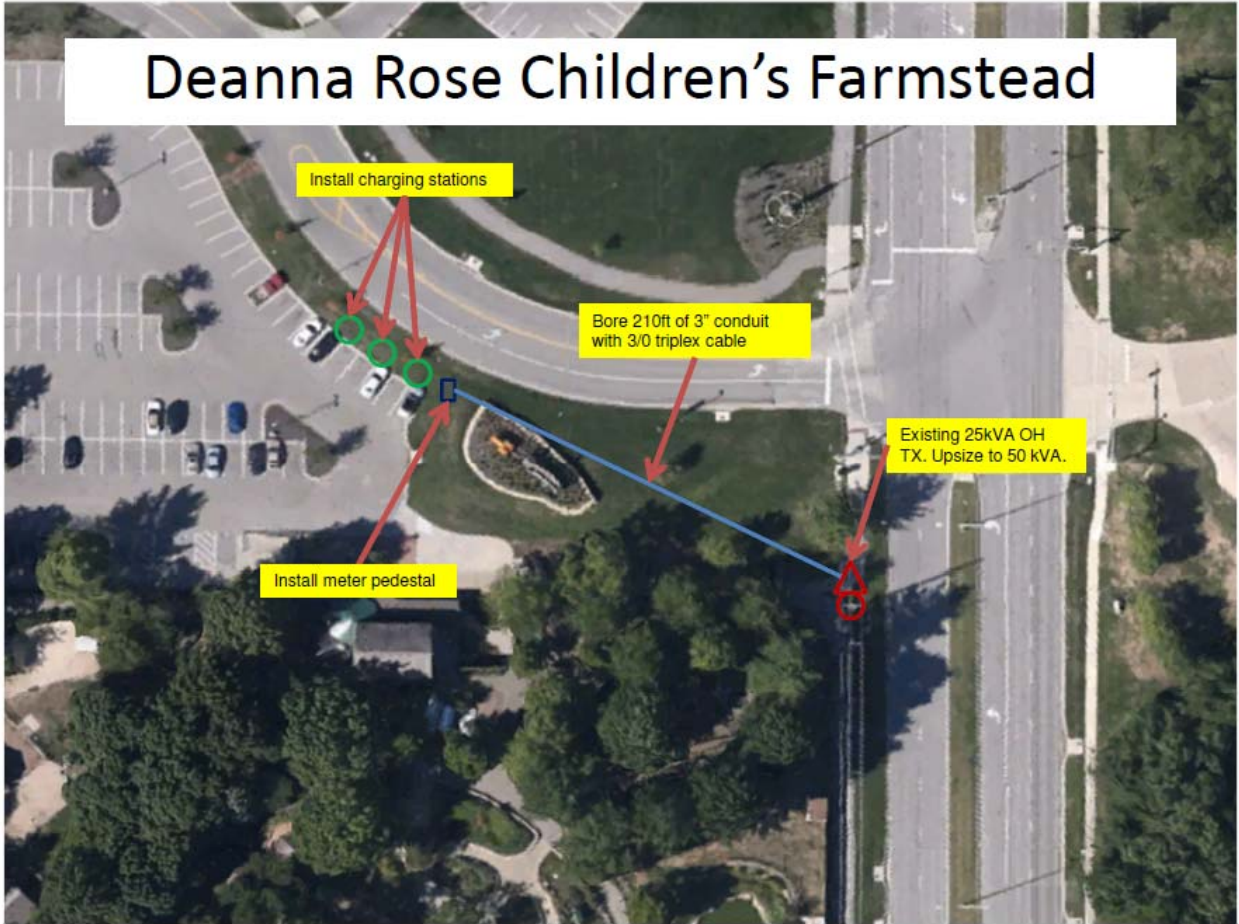
OP Soccer Complex – Option 2



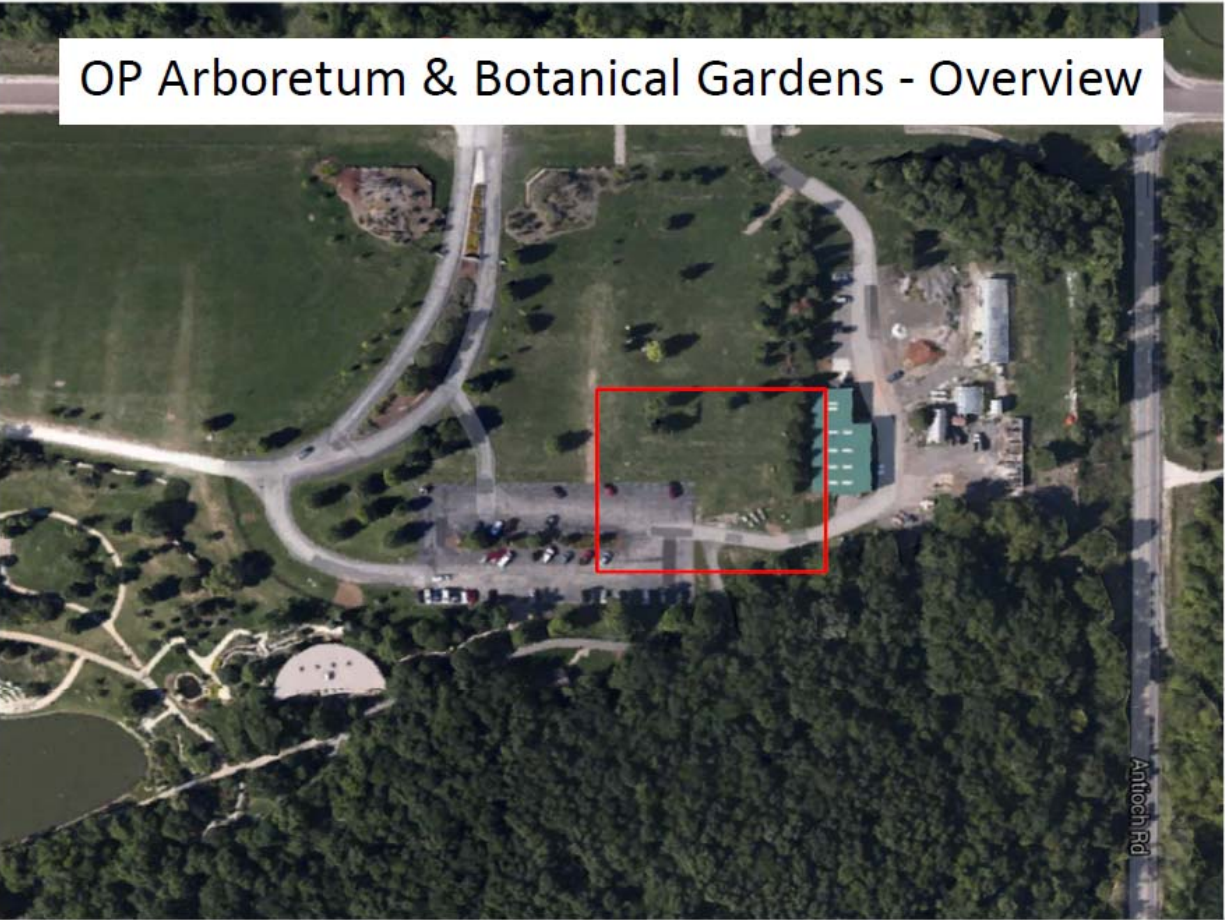
Deanna Rose - Overview



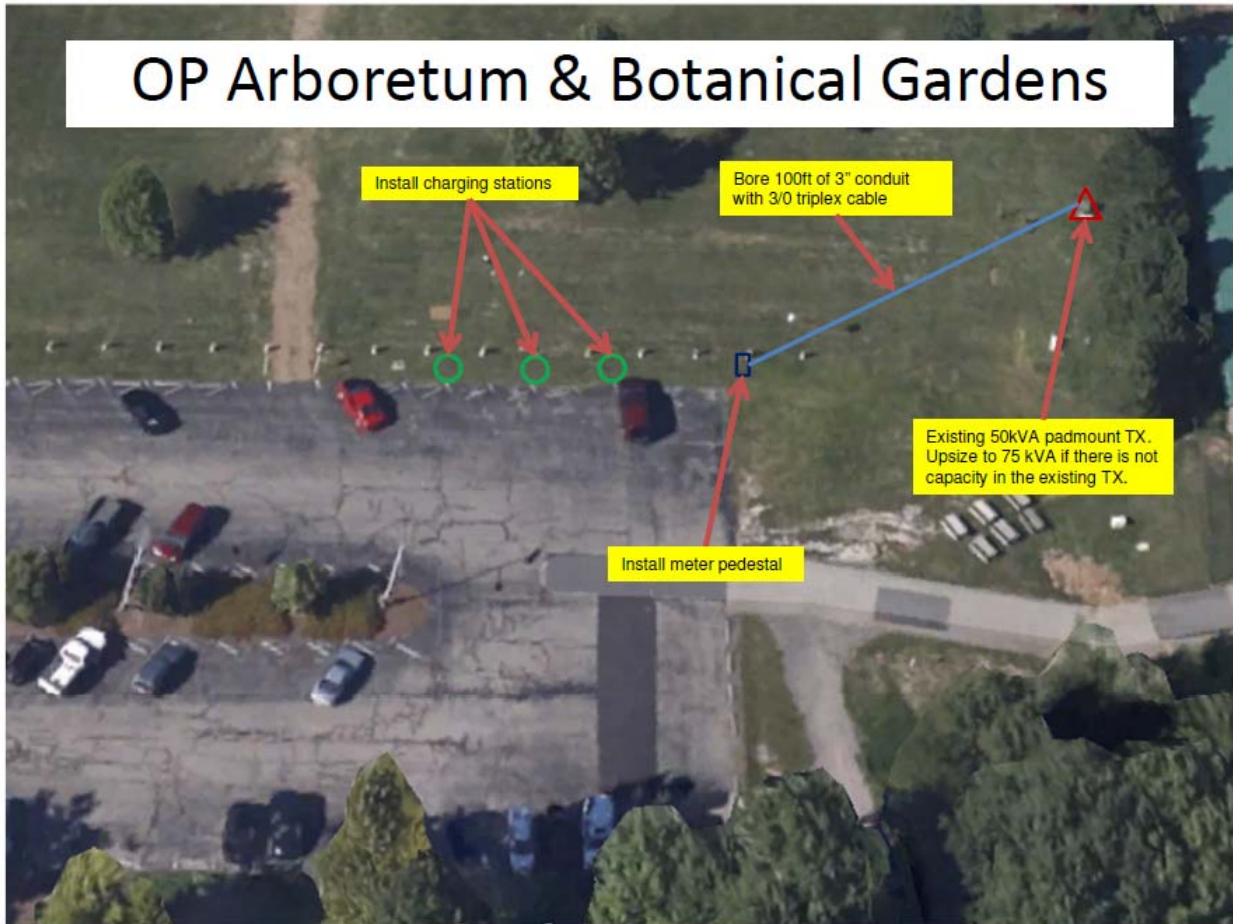
Deanna Rose Children's Farmstead



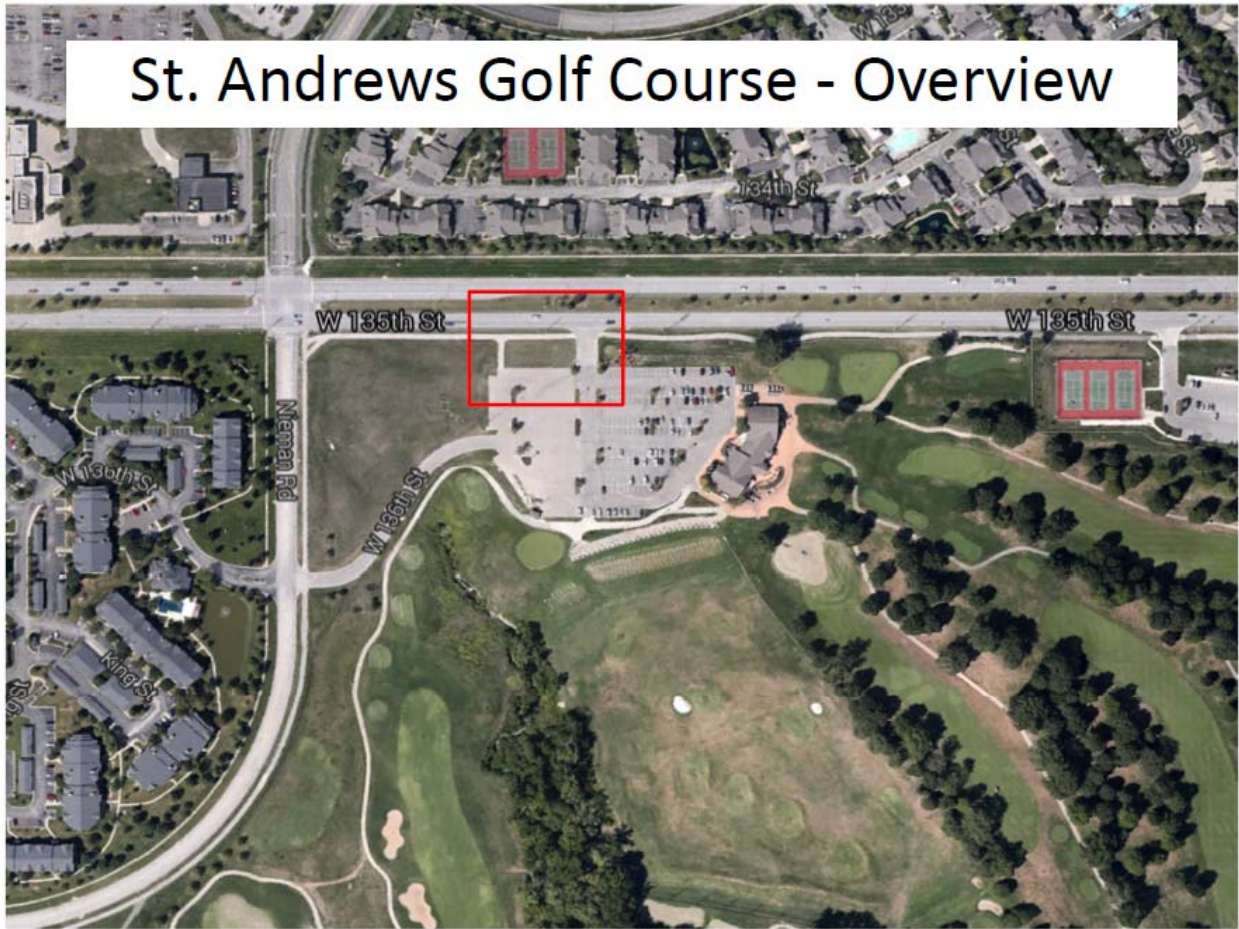
OP Arboretum & Botanical Gardens - Overview



OP Arboretum & Botanical Gardens



St. Andrews Golf Course - Overview



St. Andrews Golf Course



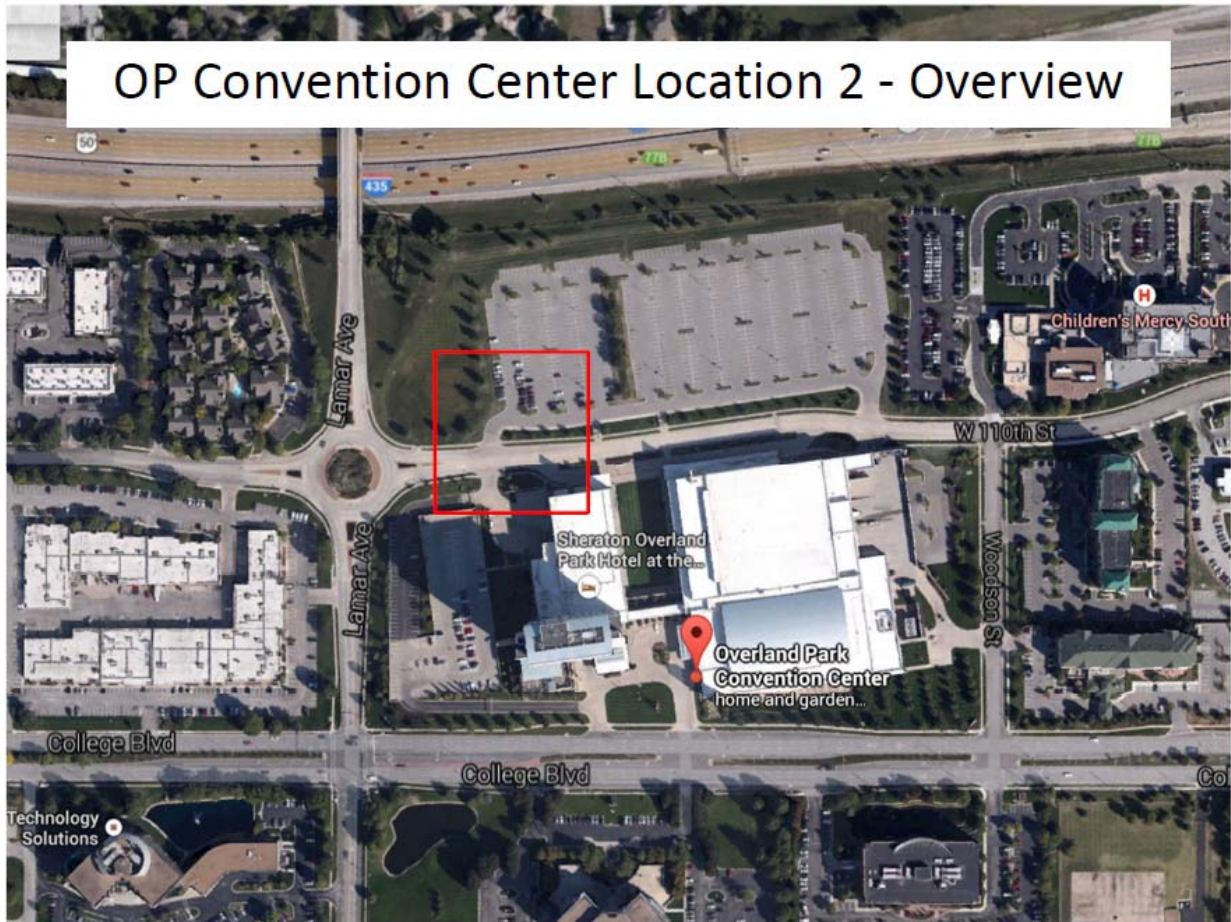
Sykes/Lady OP Golf Course - Overview



Sykes/Lady OP Golf Course- Option 1



OP Convention Center Location 2 - Overview



OP Convention Center- Loc 2

