

**CITY OF KANSAS CITY, MISSOURI &  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF  
KANSAS CITY, MISSOURI  
PURCHASE AGREEMENT CONCERNING**

**221,672 Square Feet of Real Property in Section 13, Township 49 North, Range 33 West,  
in Kansas City, Jackson County, Missouri, generally located in the northeast quadrant of  
the intersection south of Highway 40 and north of Interstate 70**

**THIS PURCHASE AGREEMENT** ("Agreement") is made and entered into as of this \_\_\_\_ day of November, 2018, by and between **THE CITY OF KANSAS CITY, MISSOURI**, a constitutionally chartered municipal corporation of the State of Missouri (the "City"), and **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI**, a public body corporate and politic created pursuant to Section 99.300, et seq., RSMo. ("Act"), formed by the City Council of Kansas City, Missouri and organized under the laws of the State of Missouri (the "Authority").

**RECITALS:**

A. After issuing a request for proposals, and in its Resolution No. 8-2-18 adopted August 22, 2018, the Board of Commissioners of the Authority selected Yana Properties, LLC, a Missouri limited liability company, doing business as Blue Nile Contractors, Inc., a Missouri corporation (the "Redeveloper") as the redeveloper of the certain City owned real property and abutting real property which Redeveloper proposes to then integrate into a proposed new corporate office and storage yard within the Blue Valley Urban Renewal Area (the "Project").

B. The City owns 221,672 square feet, in Section 13, Township 49 North, Range 33 West, in Kansas City, Jackson County, Missouri, located in the northeast quadrant of the intersection south of Highway 40, and north of Interstate 70, legally described on Exhibit 1 and identified on the Certificate of Survey attached as Exhibit 2 as recorded as Instrument No. 2018E0080869 on September 14, 2018 ("Certificate of Survey"). Tract 1, Tract 2, and Tract 3 as depicted on the Certificate of Survey, as consolidated into the overall surveyor's suggested legal description, are the "Property". The Property is located within the Blue Valley Urban Renewal Area.

C. The City Council passed Ordinance No. 180710 on September 20, 2018 authorizing the transfer of the Property to the Authority, subject to the certain conditions including that the Redeveloper (i) abides by federal and state regulations related to floodplains, and the municipal regulations related to floodplain management as contained in Chapter 28 of the Municipal Code of Ordinances, including without limitation, those prohibitions for floodways contained in Section 28-55 of such Chapter, including no encroachments, fill, new construction, substantial improvements and other development should be contemplated within the adopted regulatory floodway on the Property; (ii) implements a buffer including the planting and maintenance of trees as part of landscaping created as a part of the Project for the anticipated trail which is being constructed by the City for recreational purposes but also to provide access to maintain the re-channeled Blue River; (iii) agrees to restrict the continuation or renewal of any billboards licenses or leases, as a part of the acceptance of the deed from the Authority, and will agree for itself, as the Developer, and its successors and assigns, not to permit any future billboards on the Property and to cause the discontinuation of the existing billboard as soon as

practical; (iv) accepts the City's reservation of continued ingress and egress through the Property as needed by the City and/or the State of Missouri Department of Transportation to access the property retained by the City that lies to the south of Interstate I-70; (v) accepts the City's further reservation of existing recorded rights-of-way and easements and the reservation of necessary easements for operation, maintenance and replacement of existing municipal utilities; (vi) enters into a Sale and Redevelopment Contract that pays consideration to the Authority in the amount of at least its transaction and administrative costs (including survey, environmental studies, legal and closing costs) for the transfer of the Property on or before closing from the Developer and grants the Authority enforceable assurances from the Developer that the Project will be pursued with diligence and completed in a timely manner with a recovery of the Property upon failure to timely complete the Project; (vii) agrees to timely complete the renovation of the Project and not to seek any tax incentives for the Project; and (viii) and such other conditions to transfer of the Property as determined necessary or appropriate by the Director of General Services in consultation with other departments, including the Water Services Department and the City Planning and Development Department, including, without limitation, requiring the Developer or its predecessor in interest to grant on abutting real property an easement twenty-five feet in width for an existing 12 inch water line that lies southwesterly along the north right of way of Interstate 70, and northerly along the southern right of way of Highway 40, with such twenty-feet measured from the rights of way, into the abutting property, which grant of easement will be contemporaneous with and a condition of the transfer by the City to the Authority.

D. The Authority caused the preparation of a Phase I Environmental Assessment Report dated October 5, 2018, by Environmental Works, Inc., for the purpose of identifying existing or threatened adverse environmental conditions affecting the Property ("Phase I"). Based on the City's review of such Phase I, it has determined that it is appropriate to execute and place of record a Declaration so as to give notice of an area not to be disturbed due to potential, unidentified fill materials, without the consent of the City, which consent will be conditioned upon conducting and providing to the City a limited Phase II Environmental Studies Assessment to determine the soil conditions and the impact of future development thereon ("Declaration"). The City has also elected to disclose in such Declaration that portions of the Property is within floodplain, and as such any planned improvements shall comply with all applicable zoning regulations and other applicable federal and state regulations related to floodplains, and the municipal regulations related to floodplain management as contained in Chapter 28 of the Municipal Code of Ordinances, including without limitation, those prohibitions for floodways contained in Section 28-55 of such Chapter, including no encroachments, fill, new construction, substantial improvements and other development should be contemplated within the adopted regulatory floodway on the Property; and requiring a buffer by planting and maintaining trees as part of landscaping created as a part of the Project for the anticipated trail which is being constructed by the City for recreational purposes but also to provide access to maintain the re-channelled Blue River. The City's transfer of the Property will be expressly subject to the terms and conditions of the Declaration.

E. The City's conveyance of the Property is expressly conditioned upon the Redeveloper, and any other parties in interest, granting on abutting real property an easement in a form satisfactory to the City twenty-five feet in width for an existing 12 inch water line that lies southwesterly along the north right of way of Interstate 70, and northerly along the southern right of way of Highway 40, with such twenty-feet measured from the rights of way, into the abutting property, which grant of easements by one or more parties will be contemporaneous with and a

condition of the transfer by the City to the Authority. The legal descriptions for such water line easement areas are set forth on Exhibit 3 attached hereto.

F. The City conveyance of the Property is expressly conditioned upon the Redeveloper submitting to the City for approval a development plan in compliance with all zoning requirements and other applicable regulations, and the subsequent approval of such development plan through all appropriate municipal processes (“Development Plan”). Completion of such approval process will be a condition precedent to any conveyance of the Property to the LCRA, for re-conveyance to the Redeveloper. Such Development Plan at a minimum will show all planned improvements and compliance with all applicable zoning regulations and other applicable federal and state regulations related to floodplains, and the municipal regulations related to floodplain management as contained in Chapter 28 of the Municipal Code of Ordinances, including without limitation, those prohibitions for floodways contained in Section 28-55 of such Chapter, including no encroachments, fill, new construction, substantial improvements and other development should be contemplated within the adopted regulatory floodway on the Property; and show and be a basis for implementation of a buffer of planting and maintenance of trees as part of landscaping created as a part of the Project for the anticipated trail which is being constructed by the City for recreational purposes but also to provide access to maintain the re-channeled Blue River.

## **AGREEMENT:**

### **ARTICLE I DEFINITIONS**

1.1. Definitions. For purposes of this Agreement, these terms shall have the following definitions

(a) “Closing Date” means the date on which the City shall convey the Property to the Authority and on which the Authority shall immediately convey the Property to the Redeveloper in exchange for the Purchase Price. The Closing Date will be that date established in the Redevelopment Contract for the Redeveloper to acquire the Property, subject to City approval.

(b) “Costs of Sale” means costs associated with conveyance of the Property to the Authority and conveyance of the Property to the Redeveloper and shall include charges to the Authority for acting as a closing agent in the conveyances; recording any documents to clear title encumbrances; any policy of owner’s title insurance that the Authority may obtain; and any other costs and expenses approved in writing by the City that the Authority has incurred with respect to the conveyances, including, but not limited to, reasonable professional costs and expenses for title, survey, appraisal, environmental, engineering, and other related or customary professional services performed in connection with the conveyances contemplated by this Agreement. The City’s approval of such costs and expenses shall not be unreasonably withheld, conditioned, or delayed.

(c) “Purchase Price” means One and no/100 Dollars (\$1.00), the price to be paid by Redeveloper for the Property and the Redeveloper’s agreement not to seek tax incentives for the Project.

(d) “Redeveloper” consistent with the definition stated above means Yana Properties, LLC, a Missouri limited liability company, doing business as Blue Nile Contractors, Inc., a Missouri corporation.

(e) “Redevelopment Contract” means the Sale and Redevelopment Contract entered into between the Authority and a Redeveloper for the redevelopment, rehabilitation or renewal of the Property in conformity with a Redevelopment Plan and with the primary purpose of integrating the Property into and as a part of the Project.

(f) “Redevelopment Plan” means a plan for the acquisition, clearance, reconstruction, rehabilitation, renewal or future use of the Property for the primary purpose of redeveloping the Property as part of the Project, and shall be sufficiently complete to comply with subdivision (4) of Section 99.430, RSMo, and shall be in compliance with a “workable program” for the city as a whole and shall include an urban renewal plan as defined in Section 99.320, RSMo.

(g) “Title Company” means First American Title Insurance Company as the issuer of the Title Insurance Commitment designated File No. NCS-866746-KCTY, or such other title insurance company satisfactory to the City and the Authority that will issue any title insurance policy required in connection with the closing on the Property under this Agreement and the Redevelopment Contract.

## **ARTICLE II**

### **PURPOSE OF AGREEMENT**

#### **2.1. Purpose of Agreement.**

(a) The purpose of this Agreement is, among other things, to establish a process whereby the Authority will acquire the Property from the City and transfer the Property to the Redeveloper, who shall have clearly demonstrated the ability to acquire, finance, construct, and complete the incorporation and redevelopment of the Property as part of the Project. The parties acknowledge that the common ownership of the Property and the remainder of the Project within the Blue Valley Urban Renewal Area by Redeveloper for redevelopment pursuant to a single Redevelopment Plan will promote the general welfare and redevelop an insanitary, blighted, and deteriorated building in the Blue Valley Urban Renewal Area.

(b) The acquisition of the Property by the Authority from the City and the redevelopment of the Property as part of the Project will be undertaken pursuant to the authority granted to the City and the Authority under the Act.

## **ARTICLE III**

### **ACQUISITION OF THE PROPERTY**

3.1. Acquisition of the Property by the Authority. The City will deliver on or before the Closing Date to the Title Company a special warranty deed (the “Deed”), in the form as attached as Exhibit 4, conveying to the Authority fee simple title to the Property, subject to:

(a) current taxes and assessments, reservations, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities which appear of record or of which the Authority has actual knowledge as of the Effective Date;

(b) all matters shown on the Certificate of Survey;

(c) all applicable zoning laws and ordinances;

(d) the reservation of (i) the City's certain Right of Way interests held pursuant to the three instruments each recorded August 16, 1934, successively in Book B-3152, Page 325, and Book B-3152, Page 326, and Book B-3152, Page 328, all as related to the Blue River, which the City intends to continue to retain after the City transfers title to the Authority and an express reservation of those rights will be made in the Deed; (ii) the City's rights under the Easement for sewer purposes recorded on June 20, 1986, as Document No. K-720106, in Book K-1552, Page 945 which the City intends to continue to retain after the City transfers title to the Authority and an express reservation of those rights will be made in the Deed; (iii) such non-exclusive easement for ingress and egress as set forth in the instrument recorded June 20, 1986, as Document K-720106, in Book K-1552, Page 945 which the City intends to continue to retain after the City transfers title to the Authority and an express reservation of those rights will be made in the Deed;

(e) the reservation of continued ingress and egress through the Property as needed by the City and/or the State of Missouri Department of Transportation to access the property retained by the City that lies to the south of Interstate I-70; and

(f) the reservation of existing recorded rights-of-way and easements and the reservation of necessary easements for operation, maintenance and replacement of existing municipal utilities including that which will be on the northerly twenty-five (25) feet of Tract 1 and 3 as such Tracts are set forth on the Certificate of Survey, as more fully set forth on Exhibit 5.

3.2. Additional Documents. In addition to the Deed, the City will deliver to the Title Company, the following on or before the Closing Date:

(a) an assignment of any interests to that license or other form of agreement for the existing billboard, but conditioned upon that such agreement will not be continued or renewed, and shall expressly obligate the Redeveloper not to permit any future billboards on the Property and to cause the discontinuation of the existing billboard as soon as possible, and further such obligations shall appear as a part of the Acceptance included in and recorded with the Deed; and

(b) any additional documents reasonably requested by the Authority or the Title Company to complete the conveyance of fee simple title to the Property to the Authority.

3.3 Closing Date. The closing shall take place on the Closing Date at the offices of the Title Company, or such other location as the parties mutually agree. The Authority shall give the City at least fifteen (15) calendar days' written notice of the proposed Closing Date, indicating the time and location of the closing. In no event shall the Closing Date be later than December 31, 2018, unless an extension is deemed necessary by the City, through its City Planning and Development staff in order to complete the approval of the Development Plan

through the City's zoning processes, provided, however, in any event the Redeveloper will submit its application with the proposed Development Plan by November 16, 2018.

3.4. Closing Obligations. At the Closing:

(a) The City will deliver to the Authority any documents reasonably requested by the Authority or the Title Company.

(b) The Authority will deliver any additional documents reasonably requested by the City or the Title Company.

3.5. Prorations of Expenses and Taxes for the Lot. The expenses and obligations set forth below shall be prorated as of the Closing Date with respect to the Property, with the City being responsible for that portion arising prior thereto and the Authority being responsible for that portion arising subsequent thereto. The following expenses and obligations shall be prorated:

(a) all real and personal property taxes and assessments, general and special, shall be prorated on the basis of the number of days of the relevant tax year or period which have elapsed through the Closing Date; provided, however, that the parties acknowledge that the Property is currently exempt from taxation; and

(b) all expenses and obligations with regard to utilities, including, without limitation, gas, electricity, water, telephone, sanitary sewer and storm sewer, shall be prorated on the basis of the number of days of the relevant tax year or period which have elapsed through the Closing Date; the City will cooperate with the Authority to cause any utilities to be transferred to the Authority's or the Redeveloper's name on the Closing Date to the extent that the utilities are in the name of the City.

3.6. Closing Costs. With regard to conveyance of the Property to the Authority, the Authority shall pay the costs of: (a) recording the Deed; (b) recording any documents to clear title encumbrances; (c) the Title Company's charges for acting as closing agent; (d) conducting the survey work that resulted in the Certificate of Survey and the legal descriptions for the water line easements to be granted on the abutting property, or reserved on the Property, and any and all survey work caused and necessitated by this transfer of the Property whether initiated by the City or the Authority; and (e) the Title Commitment (as defined below) and any policy of owner's title insurance that the Authority may obtain. These costs shall be included as part of Authority's reasonable administrative costs as set forth in Section 3.10. Except as otherwise provided in this Agreement, the Authority and the City shall each pay its own legal fees; provided, however, that, pursuant to the Redevelopment Contract the Redeveloper shall pay for the Authority's legal fees and closing costs incurred in connection with the conveyance of the Property by the City to the Authority and with the conveyance of the Property by the Authority to the Redeveloper.

3.7. Possession of Property; Risk of Loss. Possession of the Property shall be delivered to the Authority upon the Closing Date. Risk of loss of the Property will pass to the Authority upon the Closing Date.

3.8. Title Commitment and Survey for Property.

(a) Title Commitment. Within ten (10) calendar days after the Effective Date, the City shall cause the Title Company to furnish to the Authority an updated form of Title Commitment of File No.: NCS-866746-KCTY limited to the Property and legible copies of all Schedule B exception documents (the "Title Commitment") for an ALTA Owner's Policy of Title Insurance (Form 6-17-06) with respect to the Property. The Title Commitment shall describe the Property, name the Authority or the Redeveloper as the party to be insured thereunder and commit to insure good and marketable fee simple title in the Authority or its designee upon recording of the Deed, in the amount of the Purchase Price, or such other amount as the Authority's designee, if any, may require.

(b) Survey. Within ten (10) calendar days after the Effective Date, the City shall provide to the Authority copies of the Certificate of Survey by McClure Engineering designated as Project No. 160120-170, based on field work done as of July 16, 2018, as last revised September 11, 2018, appearing in reduced form as Exhibit 2. The City is not required to have any other survey of any of the Property performed. If the Authority elects to obtain, or cause the Redeveloper to obtain, any other survey, the Authority shall provide a copy of the survey to the City within ten (10) calendar days after its completion.

(c) Title Encumbrances. The City and the Authority will cooperate to remove title encumbrances, including signing documents reasonably required by the title insurer and working with each other and other parties to obtain consents, releases and signatures.

3.9. Condition of Property. The Authority shall acquire the Property from the City in its then current physical condition and state of repair, "As Is." The City makes NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER RELATING TO THE ACQUIRED PROPERTY, either express or implied, including, without limitation, any implied warranty of condition or fitness for any particular purpose, or any representation or warranty relating to any defects, hidden, latent or otherwise, all such warranties being expressly WAIVED by the Authority.

3.10. Sale of Property to Redeveloper. On the Closing Date, the Authority shall immediately convey the Property to the Redeveloper at the Purchase Price and the Authority's administrative costs.

3.11. Redevelopment Alternatives. If the parties agree that redevelopment of the Property should be administered by an entity other than LCRA, the City Manager is authorized to execute an amendment to this agreement that reflects the changes required to allow the redevelopment to proceed.

**ARTICLE IV**  
**CONDITIONS PRECEDENT TO PARTIES' OBLIGATIONS FOR SALE AND**  
**PURCHASE OF PROPERTY**

4.1. Conditions to Authority's Obligations. Unless waived by the Authority, all obligations of the Authority under this Agreement to be performed by the Authority are subject to the existence or fulfillment, on or before the time for performance of each of such obligations by the Authority, of any of the following conditions which must be satisfied prior to the time for such performance by the Authority:

(a) Conditions to Authority's Obligation to Accept the Deed:

(i) The City's representations and warranties contained in this Agreement shall be true at the time such performance by the Authority is due as though such representations and warranties were made at such time and as if made with respect to events and transactions which have occurred since the Effective Date and prior to the date such performance by the Authority is due;

(ii) The City shall have performed and completed all of its obligations and shall have complied with all of its agreements and conditions required by this Agreement to be performed or complied with by it on or before the date such performance by the Authority is due;

(iii) The City shall have executed and delivered the Deed to the Authority;

(iv) Any other contingencies described in this Agreement to the Authority's obligations to accept the Deed have occurred or been satisfied;

(v) The City shall have executed and delivered to the Authority such bills of sale, assignments and other instruments of transfer and conveyance (in form and substance reasonably satisfactory to counsel for the Authority);

(vi) All proceedings to be taken and approvals to be provided by the City in connection with the transactions contemplated by this Agreement, and all documents incident thereto, shall be satisfactory in form and substance to the Authority;

(vii) If required by the Authority, the City shall cause the Title Company to provide title insurance in accordance with the Title Commitment as contemplated herein; and

(viii) Any other contingencies described in this Agreement to the Authority's obligations to proceed to closing have occurred or been satisfied.

4.2. Conditions to City's Obligations. Unless waived in writing by the City, all obligations of the City under this Agreement to take actions in furtherance of the conveyance and sale of the Property are subject to the existence or fulfillment, on or before the time for performance of each of such obligations by the City, of any of the following conditions which must be satisfied prior to the time for such performance by the City:



(a) The Authority's representations and warranties contained in this Agreement shall be true at the time such performance by the City is due as though such representations and warranties were made at such time and as if made with respect to events and transactions which have occurred since the Effective Date and on or before the date such performance by the City is due;

(b) The Authority and the Redeveloper shall have performed and completed all of their obligations, including those contained in the Recitals, and shall have complied with all of its agreements and conditions required by this Agreement to be performed or complied with by it on or before the date such performance by the City is due;

(c) The Redeveloper shall have submitted a Development Plan that has been approved through all City processes;

(d) The Redeveloper shall have obtained fully executed water line easements on the abutting property in a form acceptable to the City and the Title Company for the legal descriptions set forth on Exhibit 5; and

(e) All proceedings to be taken and approvals to be provided by the Authority in connection with the transactions contemplated by this Agreement, and all documents incident thereto, shall be satisfactory in form and substance to the City.

4.3. Waiver. Either party may at any time or times, at its election, waive any of the foregoing conditions to its obligations hereunder and the consummation of the transactions hereunder, but any such waiver shall be effective only if contained in writing signed by such party and delivered to the other party.

4.4. Satisfaction of Conditions Precedent. The Authority and the City shall each use reasonable efforts to satisfy the foregoing conditions precedent to its respective obligations and to cooperate with the other to cause conditions precedent to such party's obligations hereunder to occur or be satisfied in a timely manner, and any financial expenditure shall be limited to the amount of the Purchase Price.

## **ARTICLE V**

### **TERMINATION AND REMEDIES**

5.1. Basis for Termination. This Agreement may be terminated at any time prior to the Closing Date:

(a) By mutual consent of the parties hereto;

(b) By the Authority if any of the conditions of its obligations under this Agreement shall not have been satisfied at or prior to the closing on the Closing Date and (if not satisfied) shall not have been waived by it;

(c) By the Authority or the City if the Redevelopment Contract is terminated for any reason; or

(d) By the City if any of the conditions of its obligations under this Agreement, including those in the Recitals, shall not have been satisfied at or prior to the Closing Date and (if not satisfied) shall not have been waived by it.

5.2. Rights and Remedies Are Cumulative. The right of termination, as granted to the parties under Section 5.1. above, shall be in lieu of any other legal or equitable remedy which the terminating party may have for or in respect of any breach of the obligations hereunder or failure to satisfy a condition to its obligations hereunder by the other party hereto. There is no right of specific performance under this Agreement.

5.3. Inaction – Not a Waiver of Failure to Act. Any failures or delays by either party in asserting any of its rights and remedies as to any failure of the other party to act shall not operate as a waiver of any such failure or of any such rights or remedies, or deprive either party of its right to terminate this Agreement.

## **ARTICLE VI**

### **GENERAL PROVISIONS**

#### 6.1. Enforced Delay; Extension of Times of Performance.

(a) In addition to the specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, when the party seeking extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party, such as but not limited to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

(b) Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the enforced delay, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the enforced delay.

(c) Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City, through its City Manager or its Director of General Services, and the Authority, through its Chairman or Executive Director.

6.2. Non-liability of Consultants, Commissioners, Officers and Employees of the City and the Authority. No consultant, commissioner, officer or employee of either party shall be personally liable to the other party, or any successor in interest, pursuant to the provisions of this Agreement, or for any default or breach by any party under the terms of this Agreement.

6.3. Further Documents. The City and the Authority agree to use their good faith efforts to complete and execute, as soon as practicable following the Effective Date, all documentation necessary, appropriate or desirable to carry out the transactions agreed to by the parties in this Agreement.

6.4. Effect of Representations and Warranties. The representations, warranties, covenants and agreements made in this Agreement or any certificate, exhibit or instrument delivered pursuant to this Agreement or in connection with the transactions contemplated hereby shall be deemed representations, warranties, covenants and agreements hereunder as though made herein or therein.

6.5. Successors and Assigns. The provisions hereof shall inure to the benefit of and are binding upon the parties hereto and their respective successors and permitted assignees. Except as expressly provided herein, this Agreement is not assignable by either party without the prior written consent of the other party hereto.

6.6. Entire Agreement; Amendment. This Agreement (including the Recitals and the exhibits attached hereto) and the other documents delivered pursuant hereto and referenced herein constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof and supersede any prior or contemporaneous, written or oral agreements or discussions between the parties. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

6.7. No Third Party Beneficiaries. The City and the Authority intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third party beneficiary, or any individual or entity other than, respectively, the City and the Authority, or permitted assignees or other transferees of such parties.

6.8. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the Authority, on the one hand, and the City, on the other hand, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever, other than as specifically set out in this Agreement. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

6.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

6.10 Further Acts and Assurances. Each party agrees to comply with any and all reasonable requirements of the other hereafter made from time to time during the period this Agreement is in force that are consistent with the terms hereof and to make, execute and deliver to the other any and all further instruments, documents and agreements as may be reasonably required to carry out or give effect to the terms hereof.

6.11. Survival. Upon any termination of this Agreement, any accrued rights and obligations shall survive such termination.

6.12. Notice. All notices, demands, consents and requests (each a "Notice") permitted or required by this Agreement shall be in writing and shall be served either personally or by certified mail, or by any other delivery service which obtains a receipt for delivery unless any

such Notice is required by law and such law provides a different form of delivery or service. Any such Notice served personally shall be delivered to the party being served (provided such Notice may be delivered to the receptionist or any other person apparently in charge of such party's office at its address hereinafter set forth), and shall be deemed complete upon the day of actual delivery or attempted delivery, as shown by an affidavit of the person so delivering such Notice. Any Notice so served by certified mail shall be deposited in the United States Mail with postage thereon fully prepaid and addressed to the parties so to be served at its address hereinafter stated, and service of any such Notice by certified mail shall be deemed complete on the date of actual or attempted delivery as shown by the certified mail receipt. Service of any such Notice by another delivery service shall be deemed complete upon the date of delivery as shown on the receipt obtained by such delivery service.

Notices shall be addressed as follows:

If to City:                      Director of General Services  
   City of Kansas City, Missouri  
   City Hall, 1st Floor  
   414 East 12<sup>th</sup> Street  
   Kansas City, Missouri 64106

With a copy to:              Office of City Attorney  
   Attn: Amelia McIntyre  
   City Hall, 28<sup>th</sup> Floor  
   414 East 12<sup>th</sup> Street  
   Kansas City, Missouri 64106

If to the Authority:        LCRA Executive Director  
   Economic Development Corporation  
   1100 Walnut; Suite 1700  
   Kansas City, Missouri 64106

With a copy to:              White Goss  
   Attention: Brian Engel, Esq.  
   4510 Belleview, Suite 300  
   Kansas City, Missouri 64111

Each party shall have the right to specify that Notice be addressed to any other address or to the attention of any other person by giving the other party ten (10) days' written Notice thereof.

6.13. Party's Representative. The parties acknowledge that certain actions to be taken under this Agreement may require a prompt response on the part of each of the parties. Accordingly, each of the parties shall designate a representative of the party to be contacted for any such response. The City designates the Director of General Services as its representative for such a response. The Authority designates the Executive Director as its representative for such a response.

6.14. Jurisdiction. EACH PARTY IRREVOCABLY SUBMITS TO PERSONAL JURISDICTION IN MISSOURI AND ANY COURT IN JACKSON COUNTY, MISSOURI, IF

EITHER PARTY DECIDES TO INITIATE LEGAL OR EQUITABLE PROCEEDINGS CONCERNING THIS AGREEMENT, PROVIDED SUCH COURT HAS SUBJECT MATTER JURISDICTION OVER THE MATTER AND CONTROVERSY FOR THE ENFORCEMENT OF A PARTY'S OBLIGATIONS UNDER THIS AGREEMENT, AND EACH PARTY WAIVES ANY AND ALL RIGHTS UNDER THE LAW OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN MISSOURI FOR THE PURPOSES OF LITIGATION TO ENFORCE ITS OBLIGATIONS UNDER THIS AGREEMENT.

6.15. Validity and Severability. It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of Missouri, and that the unenforceability (or modification to conform to such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

6.16. Negotiated Transaction. The provisions of this Agreement were negotiated by the parties hereto and this Agreement shall be deemed to have been drafted by each party equally.

6.17. Execution by Facsimile. If a party signs this Agreement and transmits a facsimile transmission of the signature page to the other party, the party who receives the transmission may rely upon the facsimile transmission as a signed original of this Agreement.

6.18. Effective Date. The "Effective Date" of this Agreement is the date on which it is signed by the last party to sign it.

6.19 Recitals and Exhibits. The Recitals and Exhibits attached hereto are made a part of and incorporated into this Agreement as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**CITY OF KANSAS CITY, MISSOURI**

By: \_\_\_\_\_  
Earnest J. Rouse  
Director of General Services

Date: November \_\_\_\_, 2018

Approved as to form:

\_\_\_\_\_  
Amelia J. McIntyre  
Associate City Attorney

**LAND CLEARANCE FOR REDEVELOPMENT  
AUTHORITY OF KANSAS CITY, MISSOURI**

By: \_\_\_\_\_  
Steven D. Hamilton, Chairman

Date: November \_\_\_\_, 2018

ATTEST:

\_\_\_\_\_  
Greg Flisram, Secretary

## **Exhibit 1**

### **Overall Legal Description of Tracts 1, 2 and 3 as shown on that certain Certificate of Survey recorded September 14, 2018, as Instrument No. 2018E0080869**

All that part of the south 625 feet of Lot 5, Commissioners Plat No. 2 of Levi Owings Estate, lying south of U.S. Highway 40 cut-off, east of Interstate I-70 and west of the west bank of Big Blue River, and all that part of the Southeast Quarter of the Southwest Quarter of Section 13, Township 49 North, Range 33 West, lying north of Interstate I-70 and west of the west bank of Big Blue River described as follows:

Commencing at the northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 13; thence South 87 degrees 53 minutes 52 seconds East, along the south line of said Section 13, a distance of 936.71 feet to the point of beginning; thence North 02 degrees 06 minutes 08 seconds East (North 0 degrees 00 minutes East, Deed), a distance of 90.00 feet; thence North 51 degrees 14 minutes 22 seconds West (North 53 degrees 20 minutes 30 seconds West, Deed), a distance of 259.10 feet to a point on the south right of way line of U.S. Highway 40 cut-off; thence the following courses and distances along said right of way line; thence North 70 degrees 27 minutes 08 seconds East (North 68 degrees 21 minutes East, Deed), a distance of 345.00 feet; thence South 19 degrees 32 minutes 52 seconds East (South 21 degrees 39 minutes East, Deed), a distance of 10 feet; thence North 70 degrees 27 minutes 08 seconds East, (North 68 degrees 21 minutes East, Deed), a distance of 143.37 feet; thence departing said south right of way line, along a curve to the right, having an initial tangent bearing of South 21 degrees 14 minutes 16 seconds East, a radius of 275 feet, a central angle of 32 degrees 57 minutes 09 seconds and an arc distance of 158.16 feet; thence tangent to the last described course, South 11 degrees 42 minutes 52 seconds West, a distance of 21.48 feet to a point of curvature; thence along a curve to the left, having a radius of 365 feet, a central angle of 38 degrees 54 minutes 15 seconds and an arc distance of 247.84 feet to a point on the south line of said Northwest Quarter; thence South 87 degrees 53 minutes 52 seconds East, along said south line, a distance of 9.00 feet; thence departing said south line, South 15 degrees 07 minutes 02 seconds East, a distance of 194.97 feet; thence South 00 degrees 54 minutes 25 seconds West, a distance of 216.49 feet to a point on the north right of way line of Interstate I-70; thence the following courses and distances; thence North 59 degrees 28 minutes 45 seconds West, distance of 113.85 feet, thence North 32 degrees 38 minutes 04 seconds West, a distance of 112.18 feet; thence North 59 degrees 22 minutes 52 seconds West, a distance of 274.29 feet; thence North 02 degrees 12 minutes 12 seconds East, a distance of 125.35 feet to a point on the south line of the Northwest Quarter of said Section 13; thence departing the north right of way line of Interstate I-70 and along the south line of said Northwest Quarter, South 87 degrees 53 minutes 52 seconds East, a distance of 27.25 feet to the point of beginning; subject to that part in 31st Street; and further subject to the reservation of (i) the City's certain Right of Way interests held pursuant to the three instruments each recorded August 16, 1934, successively in Book B-3152, Page 325, and Book B-3152, Page 326, and Book B-3152, Page 328, all as related to the Blue River, which the City intends to continue to retain after the City transfers title to the Authority and an express reservation of those rights will be made in the Special Warranty Deed; (ii) the City's rights under the Easement for sewer purposes recorded on June 20, 1986, as Document No. K-720106, in Book K-1552, Page 945 which the City intends to continue to retain after the City transfers title to the Authority and an express reservation of those rights will be made in the Special Warranty Deed; (iii) such non-exclusive easement for ingress and egress as set forth in the instrument recorded June 20, 1986, as Document K-720106, in Book K-1552, Page 945 which the City intends to continue to retain after the City transfers title to the Authority and an express reservation of those rights will be made in the Special Warranty Deed; and such other easements as may need to be reserved for any existing water or sewer lines, including without limitation the water line that exists for which an easement of approximately the northerly 25 feet of the Property will be needed, the more specific legal description for which will be determined and reserved in the Special Warranty Deed.

**Exhibit 2**

**Certificate of Survey, recorded September 14, 2018, as Instrument No. 2018E0080869**



### **Exhibit 3**

#### **Legal Description of Water Line Easement Areas on Abutting Property**

A 25 FEET WIDE TRACT OF LAND BEING ALL THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 49 NORTH, RANGE 33 WEST, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SAID QUARTER, QUARTER SECTION WHICH IS 800 FEET EAST (SOUTH 87 DEGREES 53 MINUTES 52 SECONDS EAST, MEAS.), AS MEASURED ALONG SAID SOUTH LINE OF SAID QUARTER, QUARTER SECTION; THENCE NORTH (NORTH 2 DEGREES 06 MINUTES 08 SECONDS EAST, MEAS.), A DISTANCE OF 90.00 FEET; THENCE NORTH 53 DEGREES 20 MINUTES 30 SECONDS WEST, (NORTH 51 DEGREES 14 MINUTES 22 SECONDS WEST, MEAS.), A DISTANCE OF 229.72 FEET TO A POINT 25 FEET DISTANT PERPENDICULAR TO THE SOUTH RIGHT-OF-WAY LINE OF MISSOURI ROUTE 40, AS NOW ESTABLISHED AND THE POINT OF BEGINNING OF THE 25 FEET WIDE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 70 DEGREES 27 MINUTES 08 SECONDS WEST, PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 270.44 FEET; THENCE SOUTH 19 DEGREES 32 MINUTES 52 SECONDS EAST, PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE AND PARALLEL WITH THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE NO. 70, AS NOW ESTABLISHED, A DISTANCE OF 3.44 FEET; THENCE CONTINUING PARALLEL WITH AND 25 FEET DISTANT FROM SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 59 DEGREES 22 MINUTES 52 SECONDS EAST, A DISTANCE OF 260.11 FEET TO A POINT ON THE SOUTH LINE OF SAID QUARTER, QUARTER SECTION; THENCE NORTH 87 DEGREES 53 MINUTES 52 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 52.37 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE NO. 70; THENCE NORTH 61 DEGREES 29 MINUTES WEST (NORTH 59 DEGREES 22 MINUTES 52 SECONDS WEST, MEAS.), A DISTANCE OF 225 FEET (223.15 FEET, MEAS.); THENCE NORTH 21 DEGREES 39 MINUTES WEST (NORTH 19 DEGREES 32 MINUTES 52 SECONDS WEST, MEAS.), A DISTANCE OF 37.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE NO. 40; THENCE NORTH 68 DEGREES 21 MINUTES EAST (NORTH 70 DEGREES 27 MINUTES 08 SECONDS EAST, MEAS.), ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 280.00 FEET; THENCE SOUTH 53 DEGREES 20 MINUTES 30 SECONDS EAST (SOUTH 51 DEGREES 14 MINUTES 22 SECONDS EAST, MEAS.), A DISTANCE OF 29.38 FEET TO THE POINT OF

CONTAINING 13,433 SQUARE FEET OR 0.308 ACRES, MORE OR LESS.

ALL BEARINGS IN THE ABOVE DESCRIPTION REFERRED TO AS "MEAS." ARE BASED ON THE MISSOURI STATE PLANE COORDINATES SYSTEM OF 1983, WEST ZONE.

PLUS ADDITIONAL EASEMENT AREA WITHIN THE RIGHT OF WAY OF E. 31<sup>ST</sup> ST. WHICH THE CITY INTENDS TO EXPRESSLY RESERVE INTO THE FUTURE AS FOLLOWS

A 25 FEET WIDE STRIP OF LAND BEING ADJACENT AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF HWY 40 (FAI RTE 1), ALSO BEING THE NORTHERLY LINE OF TRACTS 1 AND 3 OF THE CERTIFICATE OF SURVEY PREPARED BY MCCLURE ENGINEERING COMPANY PROJECT NUMBER 160120-170, DATED SEPTEMBER 11, 2018, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID TRACT 3; THENCE ALONG THE EASTERLY LINE OF SAID TRACT 3 AND ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF S 21°14'16" E, A RADIUS OF 275.00 FEET, WITH A CENTRAL ANGLE OF 5°12'40" AND AN ARC DISTANCE OF 25.01 FEET; THENCE 25 FEET DISTANT FROM AND PARALLEL WITH THE NORTHERLY LINE OF TRACTS 1 AND 3 THE FOLLOWING COURSES: THENCE S 70°27'08" W, A DISTANCE OF 167.97 FEET; THENCE N 19°32'52" W, A DISTANCE OF 10.00 FEET; THENCE S 70°27'06" W, A DISTANCE OF 304.57 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 1; THENCE ALONG SAID WESTERLY LINE, N 51°14'22" W, A DISTANCE OF 29.38 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1; THENCE THE FOLLOWING COURSES ALONG THE NORTHERLY LINE OF TRACTS 1 AND 3, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF HWY 40 (FAI RTE 1); THENCE N 70°27'06" E, A DISTANCE OF 345.00 FEET; THENCE S 19°32'52" E, A DISTANCE OF 10.00 FEET; THENCE N 70°27'08" E, A DISTANCE OF 143.37 FEET TO THE POINT OF BEGINNING. CONTAINING 12,266 SQUARE FEET OR 0.282 ACRES, MORE OR LESS.

**Exhibit 4**

**Form of Special Warranty Deed from City to LCRA**

## **Exhibit 5**

### **Legal Description of Reserved Water Line Easement Areas on the Property**

A 25 FEET WIDE STRIP OF LAND BEING ADJACENT AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF HWY 40 (FAI RTE 1), ALSO BEING THE NORTHERLY LINE OF TRACTS 1 AND 3 OF THE CERTIFICATE OF SURVEY PREPARED BY MCCLURE ENGINEERING COMPANY PROJECT NUMBER 160120-170, DATED SEPTEMBER 11, 2018, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID TRACT 3; THENCE ALONG THE EASTERLY LINE OF SAID TRACT 3 AND ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF S 21°14'16" E, A RADIUS OF 275.00 FEET, WITH A CENTRAL ANGLE OF 5°12'40" AND AN ARC DISTANCE OF 25.01 FEET; THENCE 25 FEET DISTANT FROM AND PARALLEL WITH THE NORTHERLY LINE OF TRACTS 1 AND 3 THE FOLLOWING COURSES: THENCE S 70°27'08" W, A DISTANCE OF 167.97 FEET; THENCE N 19°32'52" W, A DISTANCE OF 10.00 FEET; THENCE S 70°27'06" W, A DISTANCE OF 304.57 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT 1; THENCE ALONG SAID WESTERLY LINE, N 51°14'22" W, A DISTANCE OF 29.38 FEET TO THE NORTHWEST CORNER OF SAID TRACT 1; THENCE THE FOLLOWING COURSES ALONG THE NORTHERLY LINE OF TRACTS 1 AND 3, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF HWY 40 (FAI RTE 1); THENCE N 70°27'06" E, A DISTANCE OF 345.00 FEET; THENCE S 19°32'52" E, A DISTANCE OF 10.00 FEET; THENCE N 70°27'08" E, A DISTANCE OF 143.37 FEET TO THE POINT OF BEGINNING. CONTAINING 12,266 SQUARE FEET OR 0.282 ACRES, MORE OR LESS.