

AGENDA

Raymore City Council Special Meeting
City Hall – 100 Municipal Circle
Monday, April 15, 2024
6:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. New Business - First Reading

A. Settlement Agreement - South KC Acquisitions et al. (Emergency Reading)

Reference: - Agenda Item Information Sheet (pg 3)
- Bill 3894 (pg 5)
- Settlement Agreement (pg 7)

Staff is recommending approval of Bill 3894 which provides for a settlement agreement with South KC Acquisitions et al. calling for purchase of real property and settlement payments to establish restrictive covenants on future property use and mutual support for legislative amendments to RSMo 260.205 (9). This is the local step necessary to advance legislative action in Jefferson City to end the threat of a landfill on Raymore's northern border.

5. Public Comments

Please identify yourself for the record and keep comments to a maximum of five minutes.

6. Mayor/Council Communication

7. Adjournment

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council may enter an executive session before or during this meeting, if such action is approved by a majority of Council present, with a quorum, to discuss:

- Litigation matters as authorized by § 610.021 (1),
- Real Estate acquisition matters as authorized by § 610.021 (2),
- Personnel matters as authorized by § 610.021 (3),
- Other matters as authorized by § 610.021 (4-21) as may be applicable.

Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816) 331-3324 no later than forty eight (48) hours prior to the scheduled commencement of the meeting.

Hearing aids are available for this meeting for the hearing impaired. Inquire with the City Clerk, who sits immediately left of the podium as one faces the dais.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: April 15, 2024

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

- | | | | |
|---|-------------------------------------|---------------------------------------|---|
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Presentation | <input type="checkbox"/> Public Hearing |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Discussion | <input type="checkbox"/> Other | |

TITLE / ISSUE / REQUEST

Bill 3894: Authorizing Settlement Agreement with South KC Acquisitions, et al.

STRATEGIC PLAN GOAL/STRATEGY

3.1.2: Focus development strategies on opportunities aligned with comm. priorities

FINANCIAL IMPACT

Award To:	\$3,730,000.00
Amount of Request/Contract:	N/A
Amount Budgeted:	N/A
Funding Source/Account#:	General Fund, Capital Fund, and Excise Tax Fund

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

N/A

N/A

STAFF RECOMMENDATION

Staff recommends approval of Bill 3894 Authorizing Settlement Agreement

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A
Date:	N/A
Action/Vote:	N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3894
Settlement Agreement (with Exhibits A - D).

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Agreement for consideration by the City Council under Bill 3894 will allow for resolution of disputes between the City of Raymore, and both South KC Acquisition, LLC and Kansas City Recycle & Waste Solutions, LLC (the "Developers") to effectively end the threat of a landfill development ("Landfill") along the northern boundaries of Raymore. The Agreement contemplates payment of funds totaling \$3,290,000.00 from Raymore to the Developers. In exchange for the payment by Raymore, the Developers are agreeing to the following:

(i) Discontinuation of the Developers' efforts to develop the Landfill,

(ii) The imposition of restrictive covenants ("Restrictions") limiting the development of the property that the Developers have acquired in their efforts to complete the Landfill to certain agricultural, residential and light commercial uses, and

(iii) Discontinue their opposition to certain a proposed amendment of Section 260.204.9 RSMo ("Amendment") currently being sought by Raymore in the Missouri Legislature.

In addition, the Agreement contemplates payment of \$440,000.00 by Raymore to the Developers for acquisition of a 12 +/- acre parcel of real estate ("Madison Property") south of M-150 highway in Kansas City, Missouri for the future development of Madison Ave.

The Agreement incorporates Exhibits A through D which include legal descriptions for the affected properties, as well as the Vacant Land Real Estate Contract ("Real Estate Contract") for the Madison Property and the contemplated Restrictions.

Under the terms of the Settlement Agreement, all involved parties will be released of any liability upon payment which is contingent upon the approval of the Amendment by the Missouri Legislature.

Staff requests approval of Bill 3894 approving and authorizing the execution of the Settlement Agreement, the Real Estate Contract, and the Restrictions, and authorizing the payments contemplated by each.

BILL 3894

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SOUTH KC ACQUISITIONS, LLC, AND KANSAS CITY RECYCLE & WASTE SOLUTIONS, LLC, TERMINATING THE THREATENED LANDFILL; AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY.”

WHEREAS, the South KC Acquisitions, LLC and Kansas City Recycle & Waste Solutions, LLC (“Developers”) are the owners of certain property north of the current municipal boundaries of Raymore; and,

WHEREAS, the Developers have been seeking for more than a year to develop their property and surrounding properties into a solid waste landfill (“Landfill”); and,

WHEREAS, the City has actively opposed the development of the Landfill by the Developers due to the potential health, economic, and other negative effects that operation of the Landfill in close proximity to the City would have on the residents and community; and

WHEREAS, the City and the Developers now wish to fully and finally settle any and all disputes, which will include; (a) termination of efforts by the Developers to complete the Landfill, (b) the imposition of certain restrictive covenants on the properties owned by the Developers, (c) joint efforts between the City and the Developers to amend Section 260.205.9 RSMo, and (d) the sale of certain property by the Developers to the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1 Settlement. The Mayor and City Manager are authorized to execute the Agreement with the Developers (as attached) for settlement of the disputes, and to take all reasonable and required steps included therein for implementation of the Agreement.

Section 2 Restrictions. The Mayor and City Manager are further authorized to execute the Restrictive Covenants on the Developers’ properties as proposed within the Agreement, and to take all reasonable and required steps included therein for recordation of the same.

Section 3 Acquisition. The Mayor and City Manager are further authorized to execute the Real Estate Contract as proposed within the Agreement, and to take all reasonable and required steps included therein for implementation of the Contract.

Section 4 Payments. The Mayor and City Manager are further authorized to arrange for payment of all amounts contemplated by the Agreement (totaling \$3,290,000.00) and by the Contract (totaling \$440,000.00).

Section 5. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 7. Emergency Reading. In order to assure timely completion of this project, the Mayor hereby authorizes the passage of this Ordinance as an emergency.

DULY READ THE FIRST TIME THIS 15TH DAY OF APRIL, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 15TH DAY OF APRIL, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

AGREEMENT

This Agreement is entered into by and between South KC Acquisitions, LLC, a Missouri limited liability company, and Kansas City Recycle & Waste Solutions, LLC, a Missouri limited liability company (hereinafter “Developers”) and the City of Raymore, Missouri (hereinafter “City”), collectively known as “the Parties,” or individually as a “Party”, for the express purposes set forth herein.

WHEREAS, Developers own certain parcels of real property (the “Properties”) situated in Jackson County, Missouri;

WHEREAS, Developers have incurred costs and expenses in connection with the potential development of a solid waste landfill (the “Landfill”) on such properties;

WHEREAS, the City has concerns regarding the potential public health, economic, and other effects of an operational solid waste landfill in close proximity to the City; and

WHEREAS, the Parties now wish to fully and finally settle and compromise any and all disputes and avoid further controversy, cost, expense, and potential litigation.

WHEREAS, the City on April 15, 2024, adopted Ordinance No. 2024-022 approving this Agreement, the Contract (as defined herein), and other documents related or pertaining to the nature of this Agreement, and authorized the execution thereof.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties mutually agree as follows:

I - General Provisions

1. Parties Bound. The provisions of this Agreement jointly and severally bind all the Parties to the Agreement as well as their respective agents, servants, employees, heirs, successors, assigns, and successors in elected or appointed office. Additionally, these provisions bind all persons, firms, corporations, and other entities who are, or who will be, acting in concert or privity with, or on behalf of, the Parties to this action or their agents, servants, employees,

heirs, successors, assigns, and successors in elected or appointed office. The Parties consent to this Agreement through their duly authorized representatives.

2. Effective Date. This Agreement shall have an effective date (the “Effective Date”) commencing on the earlier to occur of: (i) the date the Governor signs legislation containing the Proposed Amendment (as described in Section III.1 of this Agreement); (ii) the date that the Governor’s power to veto the legislation containing the Proposed Amendment expires, which date may be 15 days after being presented with a bill during the regular legislative session or 45 days if the legislature has adjourned; (iii) the date the legislature overrides the Governor’s veto of legislation containing the Proposed Amendment; or (iv) the actual effective date of the legislation containing the Proposed Amendment.

3. Non-admission of Liability. This Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability or wrongdoing by any Party to this Agreement.

4. Attorneys’ Fees. Each Party shall bear its own attorney’s fees, costs, and expenses incurred as a result of the negotiation of this Agreement.

5. Amendment and Assignment. This Agreement shall not be orally assigned or modified in any respect and may only be assigned, amended, or modified by the written agreement of all the Parties hereto. No waiver of any provision in this Agreement shall be effective unless the waiver is in writing and signed by the waiving Party. The waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of a subsequent breach of the same provision by any Party or of the breach of any other term or provision of this Agreement.

6. Governing Law, Jurisdiction and Attorneys’ Fees. All disputes concerning the validity, interpretation and application of this Agreement, and all actual, threatened or alleged breaches of this Agreement, shall be determined in accordance with the laws of the State of Missouri, without regard to conflict of law principles. The Parties agree and consent to

jurisdiction and venue for any dispute related to this Agreement or its breach, waiving any objection to venue laid herein, being proper only in the Circuit Court for Jackson County, Missouri. The Parties further agree that in the event of such a dispute and/or breach, the substantially prevailing Party shall be entitled to its reasonable attorneys' fees and costs, including costs of appeal, and any other relief that a court of competent jurisdiction deems appropriate.

7. Headings. The headings contained in this Agreement are for reference only and are not intended to and shall not affect, alter or vary the construction and meaning of any portion of this Agreement.

II - Settlement and Acquisition

1. Settlement Payment. Subject to compliance with all of the terms, conditions, obligations, requirements and promises contained herein, the City has agreed to pay to the Developers' the amount of Three Million Two Hundred Ninety Thousand and 00/100 Dollars (\$3,290,000.00) ("Settlement Funds"). The Settlement Funds represent an agreed upon amount reflective of, (i) the approximate costs expended by Developers' in the acquisition of the Properties contemplated for the Landfill as of January 3, 2024, and (ii) (without admission of any liability by the City) a settlement of any and all threatened, contemplated, or potential claims, litigation, or causes of action, which may have been asserted by the Developers' in pursuit of developing the Landfill. By receipt of the Settlement Funds, the Developers are and shall hereby waive any rights to pursue the development of the threatened Landfill on the Properties.

2. Due Date & Manner of Payment. The Settlement Payment shall be due and owing in wire transferred funds from the City to the Developers within ten (10) business days of the Effective Date of this Agreement.

3. Acquisition. In addition to the Settlement Funds provided for hereinabove, the Parties have agreed that the Developers shall sell, and the City shall purchase a portion of the Properties ("Madison Property") as identified pictorially and by metes and bounds description on Exhibit "A" attached hereto and incorporated by reference herein. City contemplates the acquisition of the

Madison Property for construction, maintenance, operation and development of Madison Avenue from its current northern terminus in the City jurisdictional boundaries to M-150 Highway.

4. Acquisition Costs. The Parties have agreed that the Madison Property shall be sold and conveyed from the Developers in fee simple to the City pursuant to a Real Estate Purchase Contract (“Contract”). Attached hereto and incorporated by reference herein as Exhibit “B” is a copy of the Contract.

5. Closing on Acquisition. Closing on the Contract shall occur within four (4) weeks of the Effective Date, unless an alternative date is mutually agreed to between the Parties.

6. Acquisition Purchase Price. The purchase price for the acquisition of the Madison Property shall be Four Hundred Forty Thousand and 00/100 Dollars (\$440,000.00) the full amount of which shall be deposited by City in escrow with Coffelt Land Title in Harrisonville, Missouri within ten (10) business days of the effective date of the Contract.

7. Use of Madison Property. Prior to developing the Madison Property, and simultaneous with the City’s acquisition of the Madison Property, the City shall agree to lease the Madison Property to Developers or Developers’ designee solely for the agricultural use of grazing. The Parties may enter into an agricultural lease for such purpose, and the rent charged under such lease shall not exceed forty dollars (\$40.00) per acre per year, with at least twelve (12) months written notice of termination by the City.

III - Requirement for Passage of Amendments to Section 260.205(9) RSMo

1. Section 260.205, RSMo. The Parties shall seek to amend Section 260.205(9), RSMo. during the current 2024 Legislative Session, to state as follows (the “Proposed Amendment”):

260.205.9. The department shall not issue a permit for the operation of a solid waste disposal area, solid waste processing facility, demolition landfill, or sanitary landfill designed to serve a city with a population of greater than four hundred thousand located in more than one county, if the site is located within [~~one-half~~] one mile of an adjoining municipality, without the approval of the governing body

of [~~such~~] the adjoining municipality. The governing body shall conduct a public hearing within fifteen days of notice, shall publicize the hearing in at least one newspaper having general circulation in the municipality, and shall vote to approve or disapprove the land disposal facility within thirty days after the close of the hearing.

2. The Parties shall not propose any other amendments to Section 260.205, RSMo. or to propose any other amendments related to the issues and subject matter of this Agreement without the prior written consent of the other Party.

IV - Restrictions on Developers' Use of Properties

1. Retained Properties. The Developers intend to retain portions of the Properties (“Retained Properties”) following the sale of the Madison Property to the City. The Retained Properties are identified pictorially and by metes and bounds description on Exhibit “C” attached hereto and incorporated by reference herein.

2. Restricted Uses. The Parties have agreed that the Retained Properties shall be subjected to restrictive covenants (“Restrictive Covenants”) limiting the Retained Properties to the following zoned uses, (i) agricultural (including the zoning classification corresponding to District AG-R identified in the current Kansas City Code of Ordinances with the exception of mining and quarrying uses), (ii) residential (including the zoning classifications corresponding to Districts R-2.5, R-5, R-6, R-7.5, R-10, and R-80 as identified in the current Kansas City Code of Ordinances), (iii) commercial (including the zoning classifications corresponding to Districts B-3, B-2, B-1, and O as identified in the current Kansas City Code of Ordinance, with the exception of adult business, pawn shops, and/or short-term loan establishments). Attached hereto and incorporated by reference herein as Exhibit “D” is a copy of the Restrictive Covenants.

3. Recordation of Restrictions. The Restrictive Covenants shall be recorded with the Office of the Director of Records for Jackson County, Missouri so that the Retained Properties shall encumber the same in perpetuity.

4. Amendment of Restrictive Covenants. The Parties agree that the Restrictive Covenants placed upon the Retained Properties may be amended, released, modified, or terminated, only upon the written agreement of the Parties.

V - Requirement for Approval of Proposed Amendment

1. If the Proposed Amendment as outlined in Section III of this Agreement is not adopted pursuant to Article I, Section 2, then all the terms, obligations, provisions, and requirements set forth in this Agreement shall be void and unenforceable.

VI - Mutuality of Releases

1. In consideration of the promises, releases and provisions set forth herein, the sufficiency and receipt of which are hereby expressly acknowledged, each Party (and all its officers, members, owners, directors, employees, attorneys, agents, predecessors, assigns, affiliates, parent companies, subsidiaries, officials, managers, councils, and successors) hereby fully and unconditionally forever waives, releases and discharges the other Party from and against any and all causes of action, claims, costs, demands, and liabilities of any kind or nature whatsoever, at law or in equity, whether accrued, known or unknown, suspected or unsuspected, or otherwise, which a Party has, had, or may have against the other Party, including, but not limited to, those arising out of or in any way relating to the subject matter of this Agreement.

VII - Severability

1. The Parties expressly acknowledge and agree that if any provision of this Agreement or the application thereof to any Party, other person, or to any circumstance is held unconstitutional or invalid by any court of competent jurisdiction, unless performance or condition is waived by the Party entitled thereto, this entire Agreement shall terminate except for the Parties obligations in Section VII.2, which obligations shall survive termination together with each Parties' rights and remedies to enforce such obligations.

2. The Parties agree that in the event this Agreement is terminated as described in Section VII.1, each Party shall take any and all necessary steps to restore the other Party's

position prior to the execution of this Agreement, including the return and/or release of any and all payments, proceeds, conveyances, easements, licenses, restrictive covenants, and any other consideration.

VIII - Signatures

By their signatures below, the Parties hereby acknowledge their consent, personally or through their duly authorized representatives as indicated below, to enter into this Agreement.

[REMAINDER LEFT BLANK – SIGNATURE PAGES TO FOLLOW]

DEVELOPERS

SOUTH KC ACQUISITIONS, LLC

By: JENNIFER MONHEISER, MANAGER

Date: _____

KANSAS CITY RECYCLE & WASTE SOLUTIONS, LLC

By: JENNIFER MONHEISER, MANAGER

Date: _____

CITY OF RAYMORE, MISSOURI

KRISTOPHER TURNBOW, MAYOR

Date: _____

JAMES FEUERBORN, CITY MANAGER

Date: _____

APPROVAL AS TO FORM:

JONATHAN ZERR, CITY ATTORNEY

Date: _____

ATTEST:

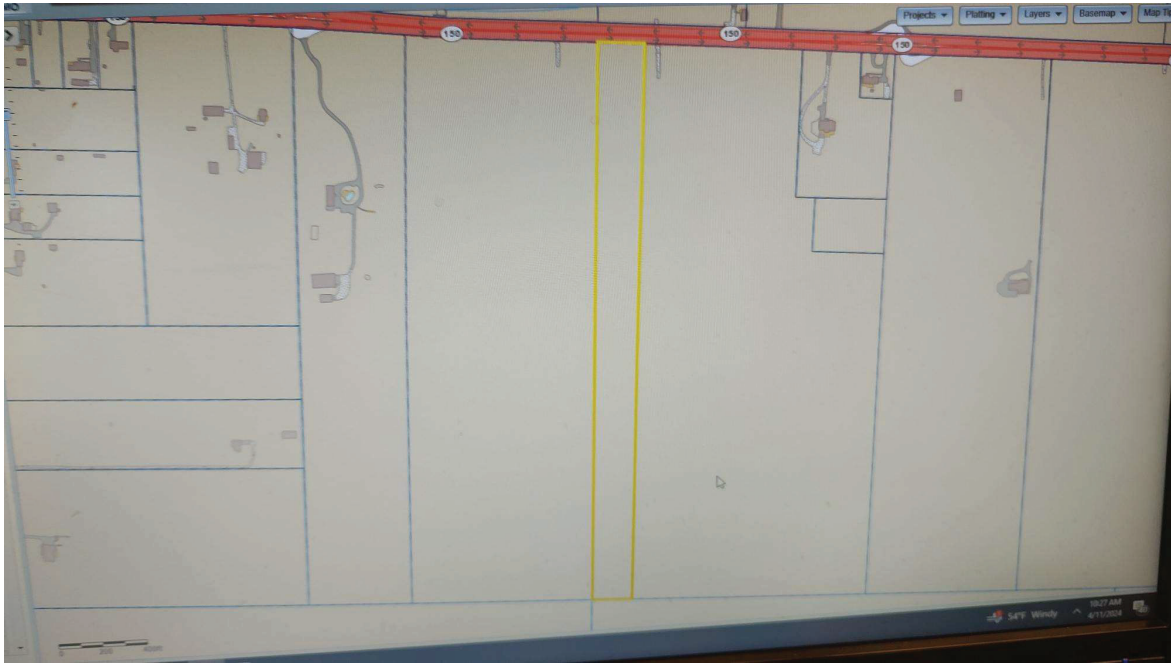
CITY CLERK

Date: _____

Exhibit A

Madison Property

The Madison Property is approximately twelve (12) acres of land identified as Jackson County APN JA69900020503000000, Parcel 69-900-02-05-03-0-00-000 with an address of 11701 East 147th Street, Kansas City in Jackson County, Missouri, which is described pictorially and by partial metes and bounds legal description below:



PRT W 1/2 NW 1/4 SEC 34 47 32DAF BEG NW COR SD 1/2 1/4 TH ELY 173.91 FT TH SLY 2654.03 FT TH WLY 173.90 FT PT W LI SDSEC TH NLY TO BEG EXC PRT IN STS & HWYS

The full true and correct legal description of the Madison Property will be provided in the Title Commitment referenced in the Contract, at which time the legal description for the Madison Property under this Agreement shall be supplemented with the legal description for the Madison Property under the Contract.

Exhibit B
Real Estate Purchase Contract

[SEE ATTACHED]

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into as of the Effective Date by and between the Parties hereto: The City of Raymore, Missouri, a Missouri municipal corporation (“Buyer” or the “City”), whose address is: 100 Municipal Circle, Raymore, Missouri; and South KC Acquisitions, LLC, a Missouri limited liability company (“Seller” or the “Monheisers”), whose address is: 2580 SE Ransom Road, Lee’s Summit, Missouri 64082.

WHEREAS, Buyer desires to purchase, and Seller desires to sell, the Property, upon the terms and conditions set forth in this Agreement.

Effective Date The first date on which both parties have fully executed and delivered this Agreement, which is: _____, 2024.

Property: The property located at approximately twelve (12) acres of land identified as Jackson County APN JA69900020503000000, Parcel 69-900-02-05-03-0-00-000 with an address of 11701 East 147th Street, Kansas City in Jackson County, Missouri, which is described pictorially and by metes and bounds legally description on Exhibit A hereto (if no legal description on Exhibit A, to be provided in Title Commitment), including as well as the other items described in Section 2.

Purchase Price: \$440,000.00, subject to adjustments described in Section 3.

Earnest Money: The Earnest Money in the amount of \$440,000.00, including interest thereon, if any, to be deposited and held as described in Section 4.

Title Company: Coffelt Land Title, whose address is 401 S. Lexington Street, Harrisonville, Missouri 64701.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge by their execution and delivery hereof, the parties agree as follows:

1. **ADDITIONAL DEFINITIONS.** Except as otherwise specified herein, shall have the meanings specified above and below:

 “Agreement” means this Agreement, including all exhibits, attachments, supplements, and amendments hereto.

 “Business Day” means any day that is not a Saturday, Sunday, or federal or state holiday.

“Closing” means the actual closing and consummation of the transactions contemplated hereby.

“Closing Date” means the date scheduled for the Closing, which shall be designated by the Buyer but which shall occur not later than twenty-eight (28) days after the Effective Date as said term is defined in that certain Agreement between Seller, Buyer and other parties dated _____, 2024 (the “Settlement Agreement”). Seller and Buyer agree Buyer shall have no obligation to close if there is no Effective Date under the Settlement Agreement.

“Contracts” means any leases or occupancy agreements, management, service, operating, listing, brokerage, supply or maintenance, or construction agreements, equipment leases, or other contracts, agreements, or transactions with any third party with respect to or affecting the Property, which may remain in effect and to which Buyer or the Property may be subject after the Closing.

“Due Diligence Documents” means the documents and information listed on Exhibit B hereto.

“Permitted Exceptions” means (a) real estate taxes for the year of Closing and thereafter; (b) all applicable zoning and other ordinances, regulations, and laws; and (c) all covenants, easements, conditions, restrictions, and other exceptions disclosed on the Title Commitment and/or Survey, which are not objected to by Buyer, subject to Section 5.3; provided, however, that the obligation for Seller to pay off any indebtedness or other obligations secured by any Seller's Liens and discharge, terminate, and release all such Liens by Closing shall in no event constitute Permitted Exceptions.

“Seller's Liens” means any deeds of trust, mortgages, or mechanics', judgment, tax, or other monetary liens encumbering the Property, any title exceptions arising after the Effective Date as a result of a violation by Seller of this Agreement, and any obligations of Seller under any Contracts (other than Assigned Contracts, if any).

“Title Policy” means an ALTA Owner's Policy of Title Insurance, in an amount equal to the Purchase Price, insuring title to the Land and Improvements in Buyer in fee simple absolute, free and clear of all liens and encumbrances other than Permitted Exceptions, together with such endorsements as may be requested by Buyer.

This Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that they and their respective counsel have had the opportunity to review and give input with respect to this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The headings contained herein are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement, the term “including” and terms of similar import shall be deemed to mean “including without limitation,” and, as the context so requires, terms defined or used in the singular shall have a comparable meaning when used in the plural, and vice versa, and the use of the neuter shall also refer to the masculine or feminine, and vice versa.

2. PURCHASE AND SALE OF THE PROPERTY. Subject to the terms and conditions herein, Buyer agrees to purchase and acquire from Seller, and Seller agrees to sell and convey to Buyer, the Property at Closing, free and clear of all liens and encumbrances other than Permitted Exceptions. The Property shall be deemed to include: (a) the land described on Exhibit A hereto and all rights, title, interest, benefits, and income appurtenant or attributable thereto, including all Seller's rights and interest, if any, to roads, rights of way, and easements adjacent or belonging thereto (“Land”), the exact size and legal description of which shall be determined by reference to the Survey, if any, pursuant to Section 5; (b) all buildings, fixtures, and other improvements of every kind and description on or at the Land (“Improvements”), in their present condition; and (c) Seller's rights and interest in any site surveys, studies, or reports, plans and specifications, warranties and contract rights, and permits and licenses with respect to the Land or Improvements (“Plans”). If applicable, the Property also shall be deemed to include: (i) the personal property located and used at the Property to be conveyed to Buyer, which is listed on Exhibit C hereto (“Personal Property”); and (ii) the existing Contracts relating to the lease, occupancy, management, operation, maintenance, or repair of the Property to be assigned to and assumed by Buyer, which are listed on Exhibit D hereto (“Assigned Contracts”), including any security deposits held pursuant to the Assigned Contracts. Notwithstanding the foregoing, Seller and Purchaser agree there are no Improvements, Plans, Personal Property, Contracts or Assigned Contracts other than the Settlement Agreement and the Seller’s right to lease the Property on terms set out in the Settlement Agreement. **Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property “AS IS, WHERE IS, WITH ALL FAULTS,” except to the extent expressly provided otherwise in this Agreement and any document executed by Seller and delivered to Purchaser at Closing. Except as expressly set forth in this Agreement, Buyer has not relied and will not rely on, and neither Seller has made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller to whomever made or given, directly or indirectly, orally or in writing. EXCEPT FOR CLAIMS OF FRAUD OR INTENTIONAL MISCONDUCT BY SELLER AND EXCEPT FOR CLAIMS OF BREACH BY SELLER OF A REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT OR IN THE DEED, Buyer hereby FOREVER RELEASES AND DISCHARGES Seller from all responsibility, obligations, claims, demands and liability, whatsoever regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise affecting the Property, and further including, but not limited to liabilities under any applicable laws concerning hazardous substances.**

3. PURCHASE PRICE AND PAYMENT. Subject to the terms and conditions herein, Buyer agrees to pay to Seller the Purchase Price at Closing, by certified or wire-transferred funds, as payment in full for the Property. The Purchase Price shall be adjusted at Closing

for the credits, proration, and adjustments provided herein, including a credit for any Earnest Money as described in Section 4 and the adjustments described in Section 11.

4. EARNEST MONEY. The following provisions shall apply to the deposit and disbursement of the Earnest Money:

4.1 Deposit. Within two (2) business days after the Effective Date, Buyer shall deposit the Earnest Money with the Title Company; if Buyer fails to do so, then Seller shall have the right to immediately terminate this Agreement. If the Closing occurs, the Earnest Money shall be paid to Seller and credited against the Purchase Price. If the Closing does not occur and the Earnest Money is to be paid to Seller in accordance with the express terms of this Agreement, then the Earnest Money shall be paid to Seller; in all other events, the Earnest Money shall be paid to Buyer.

4.2 Instructions. Within two (2) business days after the Effective Date, the parties shall deposit a fully-executed copy of this Agreement with the Title Company, which shall serve as escrow instructions. The parties agree to execute such additional escrow instructions that the Title Company may reasonably require and are consistent with this Agreement; if any such instructions and this Agreement conflict then this Agreement shall control. The Earnest Money shall be held in a separate, interest bearing account and as otherwise directed by Buyer, in writing. The Earnest Money shall be held by the Title Company, in escrow, until the earliest of (a) the Closing, whereupon the Earnest Money shall be released to Seller and credited against the Purchase Price; (b) its receipt of a joint notice executed by Seller and Buyer, whereupon the Earnest Money shall be released in accordance with the instructions therein; or (c) its receipt of a notice of termination of this Agreement and request to release the Earnest Money executed by one party, provided, that it delivers a copy of such notice and request to the other party and receives no contrary instruction from such other party within ten (10) business days after delivery of such copy to such other party, whereupon the Earnest Money shall be released in accordance with the instructions in such notice and request. In the event of any conflicting notices or contrary instructions, the Title Company may refuse to release the Earnest Money except pursuant to court order, deposit the Earnest Money with a court pursuant to an action in interpleader, and/or take such other actions with respect to the Earnest Money consistent with applicable law and this Agreement, in which case the Title Company shall be released from all liability hereunder except for its willful misconduct, gross negligence, or violation of this Agreement.

5. TITLE AND SURVEY. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer copies of all title policies, title commitments, and existing surveys relating to the Property in Seller's possession or control. Within fifteen (15) days after the Effective Date, Seller shall cause the Title Company to provide a commitment to issue the Title Policy at Closing ("Title Commitment"), together with copies of all exception documents referenced therein. By the later of forty-five (45) days after the Effective Date or thirty (30) days after its receipt of the Title Commitment, Buyer may procure a survey of the Land and Improvements ("Survey"); if Buyer fails to do so, then it shall be deemed to

have waived its right to require a Survey for purposes of this Agreement. Each party shall provide copies of the Title Commitment or Survey to the other party promptly upon request.

5.1 Review. Buyer shall have fifteen (15) days after its receipt of the Title Commitment and the Survey, if any, whichever is received later (“Title Review Period”), to give Seller notice of such objections as Buyer may have to anything contained therein (“Objections”). If Buyer fails to deliver Objections within the Title Review Period, then all title exceptions disclosed on the Title Commitment and Survey shall constitute Permitted Exceptions, subject to Section 5.3.

5.2 Objections and Cure. If Buyer delivers Objections within the Title Review Period, then Seller shall expeditiously and diligently proceed in good faith and a commercially reasonable manner to satisfy such Objections; provided, that this shall not require Seller to cure any objection or to pay any money or incur any fees, costs, or liability whatsoever, other than to pay off any indebtedness or other obligations secured by any Seller's Liens and discharge, terminate, and release all such Liens by Closing. Seller may, but is not required to, cure other Objections requiring it to pay money or incur fees, costs, or liability, in which case it shall use commercially reasonable efforts to cure such other Objections no later than the Closing Date. If Seller fails to cure such other Objections, then Buyer shall have the option to either: (a) terminate this Agreement, in which event Buyer shall receive a full refund of any Earnest Money and the parties shall be relieved of any further obligations hereunder, or (b) elect to close notwithstanding such uncured other Objections, in which event there shall be no adjustment to the Purchase Price and such Objections shall constitute Permitted Exceptions.

5.3 Insured Closing. The Closing shall be an “insured closing” with “gap coverage” as such terms are commonly understood in the title insurance industry, i.e., at Closing, upon request Buyer will be entitled to receive an updated and marked-up Title Commitment or a pro forma Title Policy to insure that Buyer will receive the Title Policy and that no circumstances have arisen since the date of the Title Commitment that would adversely affect title to the Property other than Permitted Exceptions. The Title Policy will provide “extended form coverage,” i.e., without standard or general preprinted exceptions (other than the survey exception unless Buyer procures an appropriate Survey), which shall not constitute Permitted Exceptions.

6. OTHER DUE DILIGENCE AND INSPECTIONS. In addition to its rights to review title to the Property as described in Section 5, Buyer shall have the right to conduct other reviews, inspections, and due diligence with respect to the Property as described herein.

6.1 Seller's Deliveries and Notices. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer true, correct, and complete copies of all Due Diligence Documents described on Exhibit B in Seller's possession or control.

6.2 Inspections. Prior to Closing, Buyer shall have the license and right to enter onto the Property from time to time during normal business hours for the purpose of conducting such surveys, studies, tests, audits, examinations, investigations, and other

inspections of the Property as it deems necessary or desirable; provided, that Buyer shall give Seller reasonable advance notice of and opportunity to be present at such inspections, and Buyer shall not perform any scraping, drilling, boring, or other forms of invasive testing at the Property without Seller's consent. Buyer shall defend, indemnify and hold harmless Seller from and against (but if the City is Buyer, then to the extent permitted by Missouri law and not inconsistent with the doctrine of sovereign immunity it shall be responsible for) any claims, causes of action, damages, liability, or costs or expenses arising or resulting from such inspections. Buyer also agrees to repair and restore any damage to the Property caused by such inspections.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Seller's Representations and Warranties. In order to induce Buyer to enter into this Agreement and to consummate the purchase of the Property, Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing as follows:

(a) (i) Seller is the entity specified in the introductory paragraph to this Agreement and is qualified to do business and in good standing under the laws of the State of Missouri; and (ii) Seller has been duly authorized to enter into and perform its obligations under this Agreement, which is valid, binding, and enforceable against Seller in accordance with its terms (subject to general creditor's rights and equitable principles) and does not violate any agreement or judicial order to which Seller is a party or to which it or the Property is subject.

(b) There is not now pending nor, to the best of Seller's knowledge and belief has there been threatened, any investigation, demand, action, suit, or proceeding relating to the Property before or by any agency, court, or other governmental authority. Seller has not received any notice from any federal, state, county or municipal governmental authority alleging any fire, health, safety, building, pollution, environmental, zoning or other legal violation with respect to the Property, which has not been entirely corrected in accordance with applicable law. To the best of Seller's knowledge and belief, the Property is not in violation of any applicable law.

(c) To the best of Seller's knowledge and belief, Seller has received no written notice that hazardous materials have been released at the Property or are being stored and maintained at the Property.

(d) There are no special assessments, takings, or other governmental actions filed, pending or, to the best of Seller's knowledge and belief, proposed, against the Property except as may be included in the annual real estate tax bill issued by Jackson County, Missouri..

(e) There are no option or right-of-first-refusal agreements affecting the Property. There are no Contracts. Seller is not in default of, and to the best of its knowledge and belief no other party is in default of, and no event or circumstance

has occurred which, after notice or opportunity to cure would constitute such a default of, any Assigned Contract.

7.2 Buyer's Representations and Warranties. In order to induce Seller to enter into this Agreement and to consummate the sale of the Property, Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Closing as follows: (i) Buyer is the entity specified in the introductory paragraph to this Agreement; and (ii) Buyer has been duly authorized by applicable City ordinance to enter into and perform its obligations under this Agreement, which is valid, binding, and enforceable against Buyer in accordance with its terms (subject to general creditor's rights and equitable principles) and does not violate any agreement or judicial order to which Buyer is a party or to which it is subject.

8. COVENANTS. From and after the Effective Date and until the Closing or earlier termination of this Agreement:

8.1 Title. Seller shall not convey any right, title, or interest in or to the Property, or create or permit any new title exceptions with respect to the Property without Buyer's consent, other than exceptions to be cured by Closing. If there are any Seller's Liens, Seller shall cause the same to be discharged, terminated, and released as required in order to convey title to the Property in accordance with this Agreement.

8.2 Physical Condition and Operation. Seller will manage, operate, insure, and maintain the Property in the same manner and condition as before the Effective Date, reasonable wear and tear excepted; without limiting the generality of the foregoing, Seller will not alter the Property or commit or permit waste to the Property without Buyer's consent.

8.3 Contracts. There are no Contracts.

8.4 Updates. Seller shall notify Buyer if any of the Due Diligence Documents previously provided to Buyer are amended, supplemented, or updated; or if Seller becomes aware that any information in any Due Diligence Document previously provided to Buyer, or any representation or warranty of Seller herein, is or becomes untrue or incorrect in any material respect.

8.5 Exclusivity. Seller agrees not to market or show the Property to any other prospective purchasers or to solicit, entertain, or accept any offers for the Property (whether or not subordinate to this Agreement) from any other prospective purchasers.

9. CONTINGENCIES. The obligations of Buyer under this Agreement are conditioned upon the satisfaction or waiver of all requirements and contingencies set forth in this Section ("Contingencies"). The Contingencies are: (a) Buyer must receive title to the Property, in accordance with Section 5, at Closing; (b) none of the representations and warranties of Seller herein must cease to be true and correct, in all material respects, prior to Closing; and (c) the Effective Date of the Settlement Agreement has occurred. If any Contingency is not

satisfied or waived by Closing, , then Buyer may terminate this Agreement by written notice to Seller at any time prior to such deadline and receive a full refund of any Earnest Money.

In addition, the obligations of the City under this Agreement are conditioned upon the approval of the transactions contemplated hereby by the City of Raymore, Missouri, which approval may be given or withheld in its sole and absolute discretion, no later than the date of execution of the Settlement Agreement by Seller and Buyer (“Approval Contingency”). If the Approval Contingency is not satisfied by such date, then it shall result in an automatic termination of this Agreement as of such date without further action, and Buyer shall receive a full refund of any Earnest Money. The Approval Contingency shall be deemed satisfied if the Seller and Purchaser enter into the Settlement Agreement.

10. CLOSING AND POSSESSION. The Closing shall occur at the offices of the Title Company at 12:00 noon on the Closing Date or such other time as mutually agreed by the parties. A party need not be present at Closing if such party has delivered all of the items it is required to deliver at Closing to the Title Company by the Closing Date with escrow instructions consistent with this Agreement.

10.1 Seller's Deliveries. At Closing, Seller shall deliver possession of the Property. Seller shall deliver the Property “as is” and without any representations or warranties, Seller and Buyer hereby disclaiming any such representations or warranties, in each case except as expressly provided herein. Seller also shall execute and deliver to Buyer the following:

(a) A special warranty deed conveying all right, title, and interest in and to the Land and Improvements, free and clear of all liens and encumbrances, other than Permitted Exceptions.

(b) All affidavits, certificates, closing statements, and other documents reasonably required by the Title Company to insure title to the Property in accordance with this Agreement, or reasonably required by Buyer to the extent not contrary to the terms of this Agreement and otherwise reasonably acceptable to Seller.

10.2 Buyer's Deliveries. At Closing, Buyer shall deliver the Purchase Price, subject to prorations, credits, and adjustments as provided herein. Buyer also shall execute and deliver to Buyer the following:

(a) All affidavits, certificates, closing statements, and other documents reasonably required by the Title Company to insure title to the Property in accordance with this Agreement, or reasonably required by Seller to the extent not contrary to the terms of this Agreement and otherwise reasonably acceptable to Buyer.

11. PURCHASE PRICE ADJUSTMENTS AND EXPENSES.

11.1 Prorations. The following amounts shall be prorated between the parties:

(a) Taxes and Special Assessments. If the City is Buyer, all ad valorem real estate taxes imposed on the Property for the year in which Closing occurs shall be prorated as of the Closing Date; if the City is Seller, it is tax exempt and such taxes shall not be prorated. Special assessments imposed on the Property, if any, shall be the sole responsibility of the owner of the Property as of the date the applicable special assessment becomes due and payable.

(b) Utilities and Assigned Contracts. If applicable: fees and charges for utilities, income and prepaid expenses under Assigned Contracts, and other like items customarily prorated upon the sale of property similar to the Property, in each case for the period in which Closing occurs, shall be prorated as of the Closing Date.

(c) Re-proration. The exact amount of prorated items may not be known and may be based on the latest information available on the Closing Date; if so, the parties agree to re-prorate such items once such amounts are ultimately determined based upon final bills or statements.

11.2 Expenses. The following costs and expenses shall be paid by the parties as described below, including as an appropriate adjustment to the Purchase Price set forth on the closing statement.

(a) Seller shall pay for (i) all costs to discharge, terminate, and release the Seller's Liens; (ii) all costs of examinations, fees, and premiums for the Title Commitment and Title Policy, other than the cost of any requested endorsements to the Title Policy; (iii) one-half of the customary closing or escrow fees of the Title Company; and (iv) the costs to record any documents necessary to remove the Seller's Liens and all other liens or encumbrances other than the Permitted Exceptions.

(b) Buyer shall pay for (i) all costs to conduct its due diligence and inspections of the Property, including the Survey, if any; (ii) the cost of any requested endorsements to the Title Policy; (iii) one-half of the customary closing or escrow fees of the Title Company; and (iv) all costs to record the deed and all other recordable documents at Closing, other than such recording costs to be paid by Seller as specified herein.

11.3 Broker Commissions and Other Expenses. All other costs and expenses paid or incurred in connection with or incident to this Agreement and the performance and consummation of the transactions contemplated hereby shall be borne by the party paying or incurring same. Without limiting the generality of the foregoing, the parties represent and warrant to one another that they have not dealt with any broker with respect to the transactions contemplated hereby. Each party shall defend, indemnify, hold harmless the other party from and against (but for the City, then to the extent permitted by Missouri law and not inconsistent with the doctrine of sovereign immunity it shall be responsible for) any claims, causes of action, damages, liability, or costs or expenses that the other may sustain or incur by reason of its breach of this paragraph.

12. RISK OF LOSS AND CONDEMNATION. Seller has the risk of loss, destruction, or damage to the Property until Closing. If any such event occurs prior to Closing, Seller will promptly notify Buyer. If the cost to repair such damage and restore the Property to its previous condition is estimated by Buyer to be not more than \$10,000 in the aggregate, Seller may complete such repair and restoration by Closing; if Seller does not do so, then Buyer will be entitled to a reduction in the Purchase Price to the extent necessary to cover the remaining cost to complete such repair and restoration estimated by Buyer up to \$10,000 in the aggregate, and Buyer will be responsible for any such repair and restoration. If the cost of such repair and restoration is estimated by Buyer to be more than \$10,000 in the aggregate, Buyer may, at its option, either (a) terminate this Agreement and receive a refund of any Earnest Money, or (b) proceed to Closing without any adjustment to the Purchase Price except Seller will assign and pay to Buyer all associated insurance claims and proceeds plus the amount of any deductible. If all or any part of the Property is condemned or becomes subject to any condemnation action or proceeding prior to Closing, Seller will promptly notify Buyer, and Buyer may, at its option, either (a) terminate this Agreement and receive a refund of any Earnest Money, or (b) proceed to Closing without any adjustment to the Purchase Price except Seller will assign and pay to Buyer all associated claims, awards, and proceeds.

13. DEFAULTS AND REMEDIES.

13.1 Seller Default. If Seller defaults in the performance of any of its covenants under this Agreement and fails to cure such default within ten (10) days after notice thereof from Buyer to Seller, then Buyer may elect to: (a) terminate this Agreement, in which case any Earnest Money shall be paid to Buyer, or (b) obtain specific performance of Seller's obligations under this Agreement plus recovery of all Buyer's costs and expenses in connection with such default.

13.2 Buyer Default. If Buyer defaults in the performance of any of its covenants under this Agreement and fails to cure such default within ten (10) days after notice thereof from Seller to Buyer, then Seller may either (a) terminate this Agreement and recover the Earnest Money as liquidated damages and not as penalty, in full satisfaction of claims against Buyer hereunder or (b) elect to bring an action for specific performance of Buyer's obligations under this Agreement, plus recovery of all Seller's costs and expenses in connection with such default.

14. RESERVED.

15. GENERAL.

15.1 Notices. Any notice or other communication required or permitted hereunder must be in writing and either: hand delivered; or sent overnight via reputable national courier or mailed by U.S. certified mail, fees and postage prepaid, in each case to the relevant party at its address as set forth herein (as the same may be changed by notice given in accordance herewith) and, in the case of the City, with a copy to the General Counsel, 100 Municipal Circle, Raymore, Missouri 64083. Any such communication shall

be deemed given, delivered, and effective: when hand delivered; one (1) business day after deposit with the courier; or three (3) business days after deposit with the U.S. Postal Service.

15.2 Time. Time is of the essence in the performance of and compliance with this Agreement; provided, that if any date or period specified herein falls or expires on a day which is not a business day, then such date or period shall be automatically deemed moved or extended to the next business day.

15.3 Survival. If this Agreement terminates in accordance with its terms, it shall cease to be of any further force or effect and the parties shall be relieved from all obligations hereunder, except for such obligations which are expressed or by their terms are intended to survive.

15.4 Miscellaneous. This Agreement shall be governed by the laws of the State of Missouri, without regard to conflicts of law principles. This Agreement constitutes the complete and integrated agreement of the parties and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements relating to the subject matter hereof. This Agreement is binding upon and shall inure to the benefit of Seller and Buyer, their respective heirs, successors, and permitted assigns. This Agreement is intended to be enforceable in all respects, but if any provision hereof is invalid or unenforceable under applicable law, such provision shall be enforced to the fullest extent permitted by law and the validity and enforceability of the other provisions shall be unaffected. This Agreement may not be amended or modified except in a writing signed by all parties, and no term or condition hereof shall be deemed waived by a party except in a writing signed by such party. No failure or delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or of any other right or privilege. This Agreement may be executed and delivered via facsimile or other electronic transmission, which shall be deemed to be originals.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date.

CITY OF RAYMORE, MISSOURI

By: _____
Name:
Title:

Attest: _____

SOUTH KC ACQUISITIONS, LLC

By: _____
Name: Jennifer Monheiser, Manager

EXHIBIT A
Legal Description

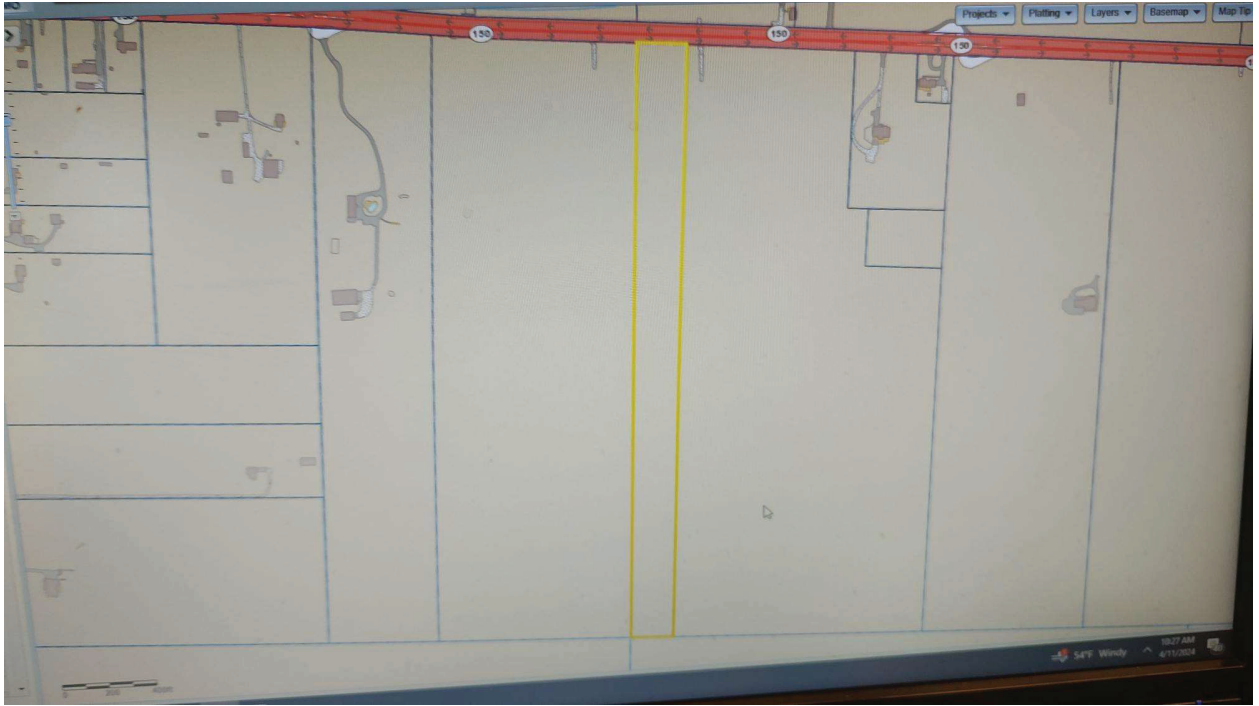


EXHIBIT B
Due Diligence Documents

1. Survey dated _____, which includes the Property.
2. Title Commitment or title policy that includes the Property (but not cover only the Property).

EXHIBIT C

Personal Property (if applicable)

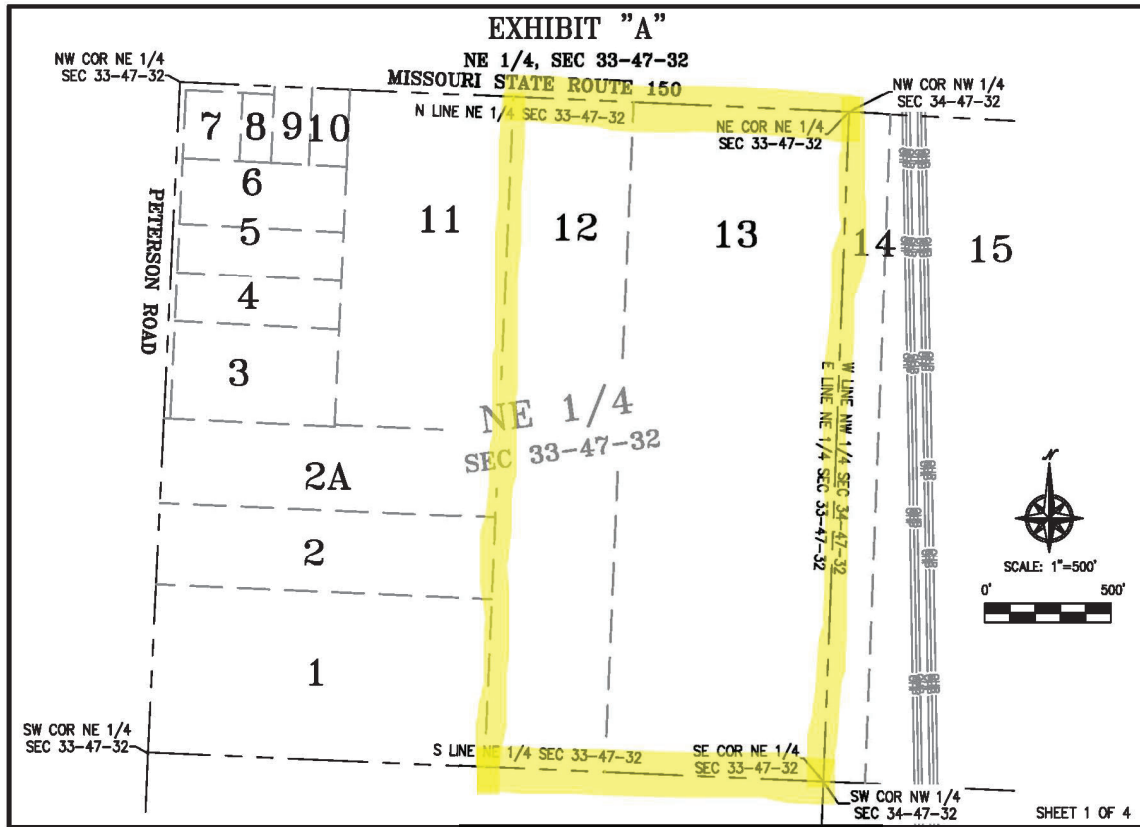
NONE

EXHIBIT D

Assigned Contracts (if applicable)

NONE

Exhibit C
Retained Property



Parcel #12: Jackson County APN JA6870001020000000, Parcel 68-700-01-02-00-0-00-000. Shorthand Legal Description: W 29 AC OF E 1/2 NE 1/4 SEC 3347 32 EXC PRT IN HWY 150.

Parcel #13: Jackson County APN JA6870001010000000, Parcel 68-700-01-01-00-0-00-000. Shorthand Legal Description: PRT E 1/2 NE 1/4 SEC 33 47 32 ALL SD 1/2 1/4 EXC W 29 AC ALSO EXC PRT IN STS

Exhibit D
Restrictive Covenants

[SEE ATTACHED]

Document Title:	Declaration of Restrictive Covenants
Document Date:	_____, 2024
Grantors' Names:	
Grantee's Name:	
Legal Description:	See attached Exhibit "1"
Document Reference:	

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Restrictive Covenant") is made and entered into as of the _____ day of _____, 2024 (the "Effective Date") by and between South KC Acquisitions, LLC, a Missouri limited liability company ("Grantor"), and the City of Raymore, Missouri, a Missouri municipal corporation ("Grantee"). Grantor and Grantee are referred to hereinafter as the "Parties" or as a "Party", when identifying a general singular entity of the Parties.

RECITALS

These recitals are an integral and material part of this Restrictive Covenant and provide the basis, background, explanation, and intent of the Parties in entering this Restrictive Covenant:

A. Grantors cumulatively currently own certain undeveloped real property (the "Property") located in Kansas City, Jackson County, Missouri legally described on **Exhibit "1"** attached hereto and incorporated by reference herein.

B. Grantee is a Missouri municipal corporation in Cass County, Missouri.

C. Grantors and Grantee have entered into an Agreement dated the 15th day of April, 2024 (the "Agreement") for the resolution of certain disputes surrounding the development of the Property as a solid waste management area and a solid waste management facility ("Landfill") by Grantors. Pursuant to the terms of the Agreement, the Property is to be subjected to perpetual restrictive covenants limiting the use of the Property to residential, agricultural, light commercial and/or mixed use. This Restrictive Covenant is being drafted, executed for purposes of memorializing the ongoing obligations and restrictions of the Grantors as to the Property.

D. The Parties agree and acknowledge that this Restrictive Covenant shall be recorded with the Office of the Director of Records for Jackson County, Missouri.

E. The intent of the Parties under this Restrictive Covenant is to limit the use of the Property by the Grantors their successors, heirs, and assigns as further defined below, subject only to amendment, alteration, or termination by mutual agreement of the Parties, or by a court of competent jurisdiction (if such purposes are found to be unreasonable, unconscionable, or otherwise impracticable).

RESTRICTIONS

It is hereby agreed between the Grantors and the Grantee that the Property shall be subject to limitations on its use in perpetuity (or until this Restrictive Covenant is terminated, amended, or modified by the mutual agreement of the Parties, or by order of a court of competent jurisdiction), with the following conditions, restrictions and covenants.

The Grantee, their successors, heirs, and assigns shall be prohibited from utilizing the Property, or any parts, portions, or parcels of the Property for anything other than those uses identified by the City of Kansas City Zoning Code for the following zoning classifications: (i) agricultural (including the zoning classification corresponding to District AG-R identified in the current Kansas City Code of Ordinances with the exception of mining and quarrying uses), (ii) residential (including the zoning classifications corresponding to Districts R-2.5, R-5, R-6, R-7.5, R-10, and R-80 as identified in the current Kansas City Code of Ordinances), (iii) commercial (including the zoning classifications corresponding to Districts B-3, B-2, B-1, and O as identified in the current Kansas City Code of Ordinance, with the exception of adult business, pawn shops, and/or short-term loan establishments)..

The foregoing and above, covenants, obligations and agreements shall run with the Property and shall be construed as real covenants running with the land and shall bind the successors, heirs, and assigns of the Grantors in perpetuity from the date of execution by both Parties.

Any breach or threatened breach of the covenants herein contained may be enjoined upon petition to the Circuit Court of Jackson County, Missouri. In the event of a dispute concerning the validity, interpretation and application of this Restrictive, the substantially prevailing Party shall be entitled to its reasonable attorneys' fees and costs, including costs of appeal, and any other relief that a court of competent jurisdiction deems appropriate.

This Restrictive Covenant may be amended, modified, altered, or terminated as follows:

a. By mutual agreement in writing executed by the authorized representatives of the Parties, or their successors, heirs, and assigns, which said mutual agreement shall be recorded in the Office of the Director of Records for Jackson County, Missouri, or

b. By a court of competent jurisdiction, if the purposes, affects or identified restrictions are found to be unreasonable, unconscionable, or otherwise

impracticable to continued enforcement.

Should a court of competent jurisdiction find that any provision, term, restriction, or requirement imposed by this Restrictive Covenant is invalid, null, illegal, void, or otherwise unenforceable, it shall not void, nullify, or terminate the entirety of this Restrictive Covenant, but only such term or provision shall be stricken and the remaining provisions not specifically so adjudicated shall remain in full force and effect.

The validity and construction of this Restrictive Covenant shall be determined by the laws of Missouri.

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural. Words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender, if applicable.

The headings and paragraph titles in this Restrictive Covenant are for reference only.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seal the day and year first above written intending to be fully bound and obligated by its terms and conditions with full right, title, and authority of the trusts and corporation.

South KC Acquisitions, LLC

By: _____

Name: Jennifer Monheiser

Title: Manager

“Grantors”

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2024, before me personally appeared _____, to me known to be the person described in and who executed the foregoing Restrictive Covenant, and acknowledged that they executed the same as their free act and deed as the authorized representative of the Grantors, and in their capacity as the _____ of the Grantors.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in _____, County, State of _____, the day and year first above written.

Notary Public

Printed Name

My Commission Expires:

CITY OF RAYMORE, MISSOURI
a Missouri municipal corporation,

By: _____
Name: _____
Title: _____

“Grantee”

Approved as to form:

By: _____
Jonathan S. Zerr
City Attorney

ATTEST:

By: _____
Erica Hill
City Clerk

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a notary public in and for said State and County, appeared _____

_____, the _____, of the City of Raymore, Missouri, to me personally known, who being by me first duly sworn, did affirm that he is the _____ of the City of Raymore, Missouri, a Missouri municipal corporation, and that the foregoing Restrictive Covenant was signed and sealed on behalf of said City by authority of its City Council and that said instrument was executed by the free act and deed of said City.

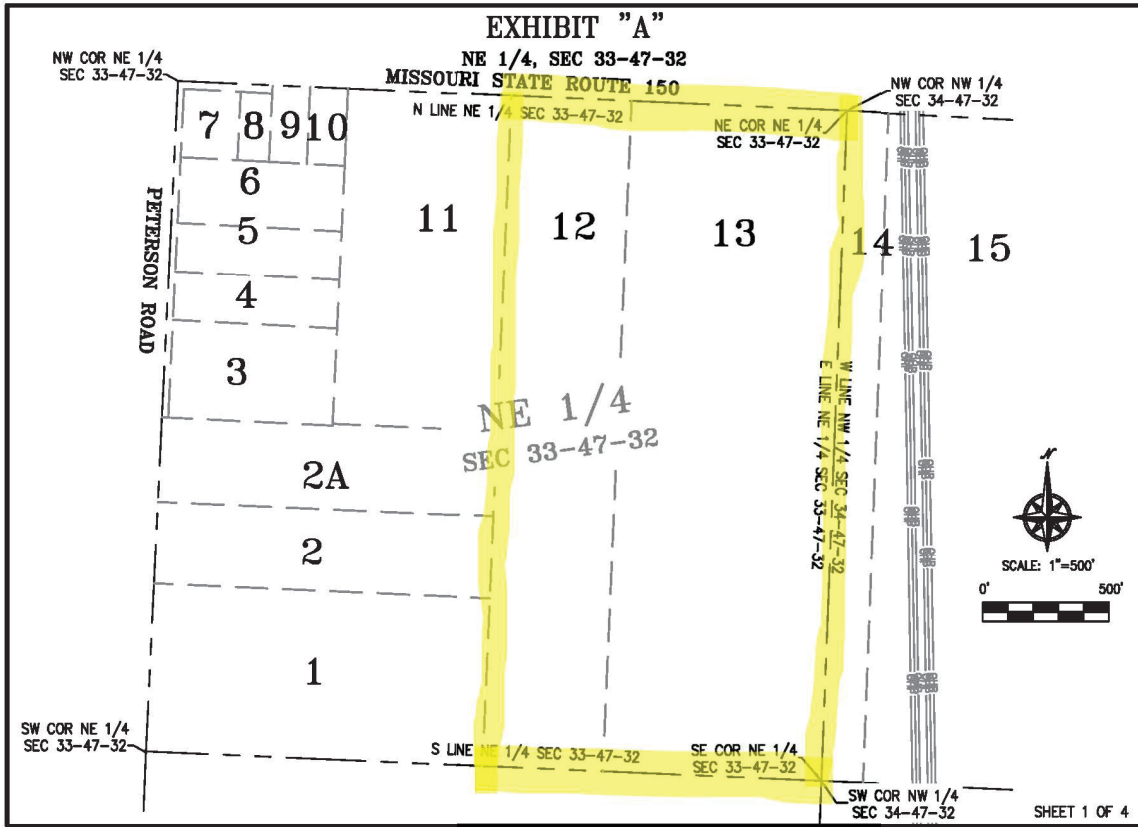
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

Printed Name

My Commission Expires:

**EXHIBIT "1"
LEGAL DESCRIPTION**



Parcel #12: Jackson County APN JA6870001020000000, Parcel 68-700-01-02-00-0-00-000. Shorthand Legal Description: W 29 AC OF E 1/2 NE 1/4 SEC 3347 32 EXC PRT IN HWY 150.

Parcel #13: Jackson County APN JA6870001010000000, Parcel 68-700-01-01-00-0-00-000. Shorthand Legal Description: PRT E 1/2 NE 1/4 SEC 33 47 32 ALL SD 1/2 1/4 EXC W 29 AC ALSO EXC PRT IN STS