



Rezoning and Preliminary Development Plan Application

1. PROPERTY LOCATION/ADDRESS: Blue Parkway
2. FROM DISTRICT AG-Agricultural TO DISTRICT RP-1, RP-3, RP-4, CP-1
3. LEGAL DESCRIPTION (attach if description is metes and bounds description): ATTACHED EXHIBIT A
4. Size of Building(s) (sq. ft): _____ SF Lot Area (acres): 61.09 acres
5. APPLICANT (DEVELOPER) Griffin Riley Property Group PHONE 816-366-7900
CONTACT PERSON Jake Loveless FAX N/A
ADDRESS 21 SE 29th Terrace CITY/STATE/ZIP Lee's Summit, MO 64082
E-MAIL jake@griffinriley.com
6. PROPERTY OWNER Robbins Trust Partners, LLC ** PHONE _____
CONTACT PERSON W.R. Robbins FAX _____
ADDRESS 14231 Metcalf, OP, KS CITY/STATE/ZIP _____
E-MAIL wrobbins@farmersbankks.com
**also owned by Fort Hays State University Foundation...see attached
7. ENGINEER/SURVEYOR Schlagel & Associates, PA PHONE 913-492-5158
CONTACT PERSON Daniel G. Foster, PLA FAX 913-492-8400
ADDRESS 14920 W 107th Street CITY/STATE/ZIP Lenexa, KS 66215
E-MAIL df@schlagelassociates.com
8. OTHER CONTACTS _____ PHONE _____
CONTACT PERSON _____ FAX _____
ADDRESS _____ CITY/STATE/ZIP _____
E-MAIL _____

All applications require the signature of the owner on the application and on the ownership affidavit. Applications without the proper signatures will be deemed incomplete and will not be processed.

ROBBINS TRUST PARTNERS, LLC

BY: W R Robbins, Mgr.
PROPERTY OWNER

APPLICANT

Print name: W R Robbins

Receipt #: _____ Date Filed: _____ Processed by: _____ Application # _____



OWNERSHIP AFFIDAVIT

KANSAS
STATE OF ~~MISSOURI~~)
JOHNSON) SS.
COUNTY OF JACKSON)

Comes now WR ROBBINS, MANAGER OF ROBBINS TRUST PARTNERS, LLC (owner)
who being duly sworn upon his/her oath, does state that he/she is the owner of the property
legally described as ATTACHED EXHIBIT A

in the application for Rezoning and Preliminary Development Plan
type of application (e.g., rezoning, special use permit, etc.)

Owner acknowledges the submission of said application and understands that upon approval
of the application the proposed use specified in the application will be a permitted use upon
the subject property under the City of Lee's Summit Unified Development Ordinance.

Dated this 23 day of JULY, 2021

WR Robbins, Mgr

Signature of Owner

WR ROBBINS

Printed Name

Subscribed and sworn to before me this 23 day of JULY, 2021



Susan English

Notary Public

9/17/24

My Commission Expires

MARKETING AGREEMENT

This Agreement is made this 21 day of December, 2020, among W.R. Robbins (“**Robbins**”), in his capacity as Trustee of both the W.R. Robbins Revocable Living Trust Under Agreement dated October 27, 1995, as restated July 22, 2005, as amended from time to time, and the Rita Y. Robbins Revocable Living Trust Under Agreement dated October 27, 1995, as restated July 22, 2005, as amended from time to time (together the “**Trusts**”), Fort Hays State University Foundation (“**Foundation**”) and Robbins Trust Partners, LLC, a Kansas limited liability company (“**Partners**”).

WITNESSETH:

WHEREAS, Partners and Foundation own certain real property in Lee’s Summit, Missouri, which is legally described on **Exhibit A**, which is attached hereto and incorporated herein by reference (the “**Property**”);

WHEREAS, Partners is wholly owned by the Trusts;

WHEREAS, pursuant to that certain Letter of Intent dated September 19, 2016 between Robbins and the Foundation (the “**Letter of Intent**”), Robbins has committed to contribute certain funds to the Foundation (the “**Commitment**”);

WHEREAS, pursuant to a Contribution Agreement dated December 13, 2016, Robbins previously made a gift of a 20% fractional interest in the Property (and additional property adjacent to the Property) to the Foundation in partial satisfaction of Robbins’ commitment to the Foundation under the Letter of Intent;

WHEREAS, pursuant to a Marketing Agreement dated November 2, 2018, Robbins previously made a gift to the Foundation of 60% fractional interest in additional property adjacent to the Property in partial satisfaction of Robbins’ commitment to the Foundation under the Letter of Intent;

WHEREAS, pursuant to a Marketing Agreement dated December 10, 2019, Robbins previously made a gift to the Trusts of 20% fractional interest in the Property (10% to each of the Trusts), which Trusts transferred the 20% fractional interests in the Property to the Foundation, in partial satisfaction of Robbins’ commitment to the Foundation under the Letter of Intent;

WHEREAS, in furtherance of satisfying the Commitment to the Foundation, Partners intends to distribute an additional 40% fractional interest in the Property by distributing additional 20% fractional interests in the Property to each of the Trusts which in turn will transfer the respective 20% fractional interests to the Foundation such that the Foundation shall own a 80% fractional interest in the Property;

NOW, THEREFORE, the parties hereto agree as follows:

1. Transfer to Robbins. Partners shall deed a forty percent (40%) interest in the Property (the “**Fractional Interest**”) to the Trusts by deeding 20% to each respective Trust.

2. Transfer to Foundation. Robbins will deed the Fractional Interest from the Trusts to the Foundation.

3. Effect of Marketing Agreement. Except as to the transfer of the Fractional Interest set forth therein, this Agreement shall replace and supersede the terms of the Contribution Agreement as to the rights and obligations of the Parties to the Property. The terms of the Contribution Agreement shall continue in full force and effect for all property subject to that agreement which is not included in the Property.

4. Rights for Marketing and Sale of the Property. The Foundation agrees that Robbins shall have the sole and exclusive right to: (i) list the Property with Block or any other listing agent of Robbins' choosing; and (ii) negotiate for and effectuate the sale of the Property at a price satisfactory to Robbins.

5. Allocation of Proceeds. Upon the sale of the Property, the net proceeds shall be allocated twenty percent (20%) to Partners and eighty percent (80%) to the Foundation. The net proceeds shall be calculated as the total sales price of the Property less the commissions and other marketing costs, title insurance and other closing and sale costs.

6. Taxes, Insurance and Other Expenses. Expenses of owning and marketing the Property (e.g., taxes, insurance, etc.) will be paid in whole by Robbins.

7. Accreditation Requirement. As set forth in the Letter of Intent, in the event that the College of Business & Entrepreneurship at Fort Hays State University does not receive accreditation status by 2021 through the Association to Advance Collegiate Schools of Business International, Robbins shall have the right to change the designation on all gifted funds associated with this transaction.

8. General Provisions.

(a) This Agreement shall be construed pursuant to the laws of the State of Missouri.

(b) All notices provided for by this Agreement shall be made in writing (i) either by actual delivery of the notice into the hands of the parties thereunto entitled; or (ii) by the mailing of the notice in the U.S. mails to the last-known address of the party entitled thereto, registered mail, return receipt requested. The notice shall be deemed to be received in case (i) on the date of its actual receipt by the party entitled thereto and, in case (ii), five (5) days after the date of its mailing. The address for a notice to a party shall be the address provided below the signature of such party. A party may change such party's address for notices by giving notice of such change of address to the other parties hereto.

(c) Titles to Sections hereof are for information purposes only.

(d) This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one Agreement.

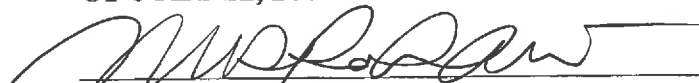
(e) This Agreement is binding upon and inures to the benefit of the hereto and their respective heirs, successors and assigns.

(f) In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

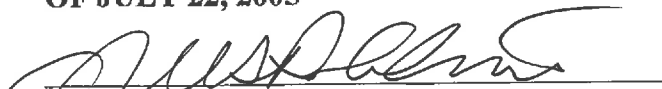
(h) This Agreement may only be amended by the parties by a written agreement executed by all of the parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly signed and delivered as of the day and year first above written.


**W. R. ROBBINS REVOCABLE LIVING TRUST
DATED OCTOBER 27, 1995, AS RESTATED AS
OF JULY 22, 2005**

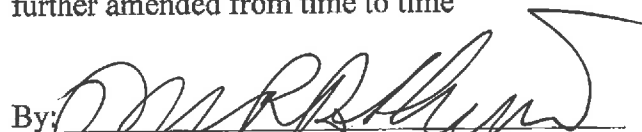

W. R. Robbins, Trustee

**RITA Y. ROBBINS REVOCABLE LIVING TRUST
DATED OCTOBER 27, 1995, AS RESTATED AS
OF JULY 22, 2005**


W. R. Robbins, Trustee

ROBBINS TRUST PARTNERS, LLC

By: 
W. R. Robbins, Trustee of the W. R. Robbins
Revocable Living Trust dated October 27,
1995, as Restated as of July 22, 2005, and as
further amended from time to time

By: 
W. R. Robbins, Trustee of the Rita Y. R. Robbins
Revocable Living Trust dated
October 27, 1995, as Restated as of July 22,
2005, and as further amended from time to time

AS MEMBERS

FORT HAYS STATE UNIVERSITY FOUNDATION

By: *Jason S. Williby*

Print Name: *Jason S. Williby*

Title: *President/CEO*

Exhibit A
Legal Description

Tract 1:

The East Half of the Northwest Quarter of Section 11, Township 47, Range 31, EXCEPT that part in roads.

Tract 2:

A tract of land in the East 1/2 of the Northeast 1/4 of Section 10 and the West 1/2 of the Northwest 1/4 of

Section 11, all in Township 47, Range 31, Lee's Summit, Jackson County, Missouri and also part of Lot 2B, CHARLESTON PARK, LOTS 1B & 2B, a subdivision in Lee's Summit, Jackson County, Missouri, described as follows:

Commencing at the Southeast corner of said Northeast 1/4 of Section 10, thence N 02° 32' 06" E, 129.02 feet along the East line of said Northeast 1/4 to a point on the North right-of-way line of Missouri Highway 50, the true Point of Beginning; thence N 87° 51' 32" W, 107.07 feet along the North line of said right-of-way; thence S 89° 41' 51" W, 54.69 feet along the North line of said right-of-way to a point on the East line of Subject Property owned by the First Baptist Church; thence N 02° 18' 49" E, 656.30 feet along the said East line of the First Baptist Church to the South right-of-way line of Shenandoah Drive; thence Easterly along a non-tangent curve to the left with an initial tangent bearing of N 81° 06' 00" E, a radius of 814.00 feet, and an arc length of 285.56 feet along the said Shenandoah Drive right-of-way; thence along a reverse curve to the right with a radius of 766.00 feet and an arc length of 420.31 feet along the said Shenandoah Drive right-of-way; thence S 87° 33' 40" E, 819.41 feet along the said Shenandoah Drive right-of-way to the East line of said West 1/2 of the Northwest 1/4 of Section 11; thence S 02° 26' 20" W, 880.33 feet along said East line to the said North right-of-way line of Missouri Highway 50; thence N 87° 51' 32" W, 1296.11 feet along the North line of said right-of-way; thence N 02° 08' 28" E, 18.00 feet along said right-of-way line; thence N 87° 51' 32" W, 24.16 feet along the North line of said right-of-way to the Point of Beginning; subject to that part thereof conveyed to the State of Missouri in the instrument recorded as Document No. 98-I-61280 in Book I-3249, at Page 1685.

EXCEPTING FROM BOTH TRACTS THE FOLLOWING:

That part conveyed to Missouri Highways and Transportation Commission by the Quit Claim Deed recorded 08/06/2014 as Document No. 2014E0064878.

That part conveyed to W. R. Robbins, Trustee of the W. R. Robbins Revocable Living Trust dated October 27, 1995, as Restated as of July 22, 2005, by the Warranty Deed recorded 08/06/2014 as Document No. 2014E0064936.

That part conveyed to Yvonne R. Robbins, Trustee of the Yvonne R. Robbins Revocable Living Trust dated October 27, 1995, as Restated as of July 22, 2005, in Warranty Deed recorded 08/06/2014, as Document No. 2014E0064937.

That part conveyed to W. R. Robbins, Trustee of the W. R. Robbins Revocable Living Trust dated October 27, 1995, as Restated as of July 22, 2005, in Warranty Deed recorded 08/06/2014 as Document No. 2014E0064940.

That part conveyed to Yvonne R. Robbins, Trustee of the Yvonne R. Robbins Revocable Living Trust dated October 27, 1995, as Restated as of July 22, 2005, by the Warranty Deed recorded 08/06/2014 as Document No. 2014E0064941.

That part conveyed to W. R. Robbins, Trustee of the W. R. Robbins Revocable Living Trust dated October 27, 1995, as Restated as of July 22, 2005, by the Warranty Deed recorded 08/06/2014 as Document No. 2014E0064944.

That part conveyed to Yvonne R. Robbins, Trustee of the Yvonne R. Robbins Revocable Living Trust dated October 27, 1995, as Restated as of July 22, 2005, by the Warranty Deed recorded 08/06/2014 as Document No. 2014E0064945.

That part conveyed to Missouri Highways and Transportation Commission by the Warranty Deed recorded 08/14/2014 as Document No. 2014E0067093 and as Document No. 2014E0067095.

That part conveyed to the City of Lee's Summit by the Warranty Deed recorded 08/14/2014 as Document No. 2014E0067094 and as Document No. 2014E0067094.

AND ALSO EXCEPT

A tract of land in the Northwest Quarter of Section 11 Township 47 North, Range 31 West of the 5th Principal Meridian in Jackson County, Missouri being bounded and described as follows: Beginning at the Northeast Corner of the said Northwest Quarter; thence South 02°19'49" West, on the east line of the said Northwest quarter 2,514.26 feet to a point on the northerly right-of-way line of North Outer Road of existing East Bound Route 50 as described in General Warranty Deed , Instrument Number 2014E0064945 recorded in the Jackson County Recorder of Deeds; thence on said northerly right-of-way line Northwesterly along a curve to the right having an initial tangent bearing of North 80°17'46" West with a radius of 708.50 feet, a central angle of 47°20'45" and an arc distance of 585.46 feet; thence South 57°03'00" West, 31.00 feet; thence Northwesterly along a curve to the right having an initial tangent bearing of North 32°57'00" West with a radius of 739.50 feet, a central angle of 13°17'24" and an arc distance of 171.53 feet; thence Northwesterly along a curve to the left having a common tangent with the

last described course with a radius of 784.50 feet, a central angle of 10°24'58" and an arc distance of 142.62 feet to a point intersecting with the West line of the East half of the said Northwest Quarter of Section 11; thence on said West line, North 02°22'54" East, 1,958.98 feet to a point on the North line of the said North West Quarter; thence on said North Line, South 87°55'11" East, 658.12 feet to the Point of Beginning.

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