

**DEVELOPMENT AGREEMENT FOR THE
BLACKWELL MIXED-USE DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT FOR THE BLACKWELL MIXED-USE DEVELOPMENT (the “**Agreement**”) is made this 15th day of March, 2023, by and between BLACKWELL 55, LLC, a Missouri limited liability company; RESERVE AT BLACKWELL LLC, a Missouri limited liability company; RESIDENCES AT BLACKWELL LLC, a Missouri limited liability company, and ONE TWENTY, LLC, a Missouri limited liability company (collectively the “**Developer**”), and the CITY OF LEE’S SUMMIT, MISSOURI, a municipal corporation (“**City**”) (each is a “**Party**” and collectively the “**Parties**”).

WHEREAS, on November 9, 2021, the City Council concluded a public hearing for Application #PL2021-282 for a rezoning from AG to RP-1, RP-4 and CP-2 and a Preliminary Development Plan on land located at 2840 SE Blue Pkwy for the proposed Streets of Blue Parkway Mixed-Density Residential development, on approximately 62.40 acres, on the properties now legally described in Exhibit A (“**Property**”) which will be developed as the Blackwell Mixed-Use Development as generally shown in Exhibit B, a map of the preliminary development plan, which is expected to consist of 77 single family homes, 122 townhomes units, 268 multi-family units, and 1 commercial lot, along with related infrastructure (the “**Project**”);

WHEREAS, on November 16, 2021, the City Council approved Ordinance No. 9292 which approved the rezoning and preliminary development plan for the Project, and said Ordinance in Section 2.13 required that the developer shall execute a mutually satisfactory development agreement with the City, which addresses, at a minimum, the traffic-related improvements included in the Transportation Impact Analysis (TIA) and the off-site sanitary sewer improvements;

WHEREAS, in satisfaction of the City Council's conditions of approval for Ordinance No. 9292, the Developer and the City now desire to enter into this Agreement;

WHEREAS, the Parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Project on the transportation network of the City and other public infrastructure in the City; and

WHEREAS, the Parties have freely negotiated in good faith and this Agreement reflects the desires of the Parties.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Words or terms not defined elsewhere in this Agreement shall have the following definitions:

“**Applicable Laws**” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, code, policy, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, requirement or decision of or

agreement with or by any governmental authorities that may apply to the Improvements or the other matters in this Agreement.

“Certificate of Final Acceptance” shall have the meaning assigned in the Design and Construction Manual as adopted by the City of Lee’s Summit.

“Certificate of Substantial Completion” as defined in the Design and Construction Manual as adopted by the City of Lee’s Summit.

“City Engineer” shall mean the City Engineer or his/her designated representative.

“Developer” shall have the meaning as set forth on page 1.

“Development” means all of the site work and public and private development that is part of the Project.

“Improvements” shall have the meaning set forth in Exhibit C.

“Northern Sewer Improvement” shall have the meaning set forth in Exhibit C.

“Property” shall have the meaning set forth in Exhibit A.

“Sewer Condemnation Action” shall have the meaning set forth in Section 2.H.

“Sewer Upsizing” shall have the meaning set forth in Exhibit C.

“Sewer Upsizing Payment” shall have the meaning set forth in Exhibit C.

“Southern Sewer Improvement” shall have the meaning set forth in Exhibit C.

“Staff” shall mean the applicable employees of the City of Lee’s Summit.

2. **Requirements for Improvements.** Unless otherwise specified herein, the provisions set forth in this Section shall be applicable to the financing, design, engineering and construction of the Improvements to be constructed by the Developer as required by this Agreement.

- A. Requirement to design, engineer and construct. Except as otherwise expressly provided in this Agreement, the Developer, at its sole cost and expense, shall design, engineer and construct the Improvements.
- B. Construction Costs. Except as otherwise expressly provided in this Agreement, all costs associated with Developer’s obligation to design, engineer and construct the Improvements shall be paid by the Developer. The parties agree that no payment shall be due from the City pursuant to the terms of this Agreement for the Improvements or the Project, except as otherwise expressly provided in this Agreement. The City shall be responsible for paying the additional construction costs of upsizing the Northern Sewer Improvement from a 12” sewer line (as

needed for the Project) to a 24" sewer line to serve the City's future needs according to the terms and conditions set forth in Exhibit C.

- C. Applicable Standards and Approvals. The Improvements shall be designed, engineered, constructed, placed into service and dedicated to the City in accordance with (i) the ordinances of the City, including, but not limited to, the City's Unified Development Ordinance and the Design and Construction Manual then in effect at the time the Plans for the Improvements are submitted, (ii) any other applicable rules, requirements and standards established by the City, and (iii), subject to weather and other delays beyond the Developer's reasonable control, substantially in accordance with the Project Schedule. All such work shall be done in good and workmanlike manner. The Developer shall be responsible for obtaining approval for any portion of the Improvements that require approval of another jurisdiction. The City agrees to cooperate in good faith with the Developer in obtaining said required approvals from other jurisdictions for the Improvements.
- D. Fire Department Access. The Developer shall comply with applicable Fire Code requirements to ensure that the Fire Department has access to the Property at all times while construction is underway by means of a hard surface for fire truck access.
- E. Schedule. Prior to the construction of the Improvements the Developer shall submit to the City Engineer a proposed project schedule for the Improvements to be constructed by the Developer. No permits will be issued for the Development until the schedule has been reviewed by the City Engineer and Staff of departments directly impacted by the timing of the Improvements. If conflicts with the schedule are determined, Staff shall return the proposed schedule with comments within fifteen (15) days after the proposed schedule is submitted by Developer to the Staff, in order for the Developer to respond and for a revised proposed schedule to be resubmitted by the Developer. The Developer shall be notified once the Staff determines that no conflicts exist with the schedule. The approved project schedule (the "**Project Schedule**") shall be incorporated into this Agreement by addendum, and no action of the City Council will be required to incorporate the schedule.
- F. Design Phase. The Developer shall submit all preliminary design documents to the City for approval before proceeding with the construction of the applicable Improvements. On the basis of such approved preliminary design documents, the Developer shall:
 - (1) Prepare detailed drawings, plans, design data, and estimates to show the character and scope of the work to be performed by contractors for all Improvements ("**Plans**").
 - (2) Furnish to the City Engineer copies of such Plans and other documents and design data as may be required to secure approval of such governmental authorities as may have jurisdiction over design criteria applicable to the Improvements.

- (3) Furnish the number of approval copies of the final Plans for the Improvements as the City may require.
- (4) Ensure that the Plans conform to all Applicable Laws.
- (5) All final Plans shall be presented to the City Engineer for approval, and no action of the City Council will be required to incorporate the final Plans into this Agreement.

G. Construction. The Developer will construct all the Improvements set forth in Exhibit C according to the approved Plans. The Developer shall maintain, at its sole cost and expense, the Improvements until such time as said Improvements are accepted by the City Engineer pursuant to Section 2.K, "Dedication" of this Agreement or another applicable governmental entity. The Developer shall not do or permit others, by contract or otherwise, to do any on-site work related to the construction of the Improvements until the Developer has paid for all applicable required City and other governmental required permits and authorizations.

H. Right of Way and Easements Acquisition.

- (1) Except for the Northern Sewer Improvement discussed in subsection (2) immediately below or as may be contemplated in subsection (3) or (4) below, Developer shall be responsible for acquiring or negotiating for the donation of all right-of-way or easements that are needed to construct the Improvements, including all necessary temporary construction easements.
- (2) The City agrees that City staff shall present to the City Council a request to file and prosecute a condemnation action in Jackson County Circuit Court (the "**Sewer Condemnation Action**") to obtain (A) the necessary easement for (i) the construction of the Northern Sewer Improvement between manholes 65-226 and 65-092, and for (ii) placing the existing 24" sewer line running between manholes 65-092 and 65-103 which is owned by the City, both in a City easement and (B) the necessary easements for the Southern Sewer Improvement. Developer shall present sufficient information and documentation as needed for the City Council to make an informed decision regarding inclusion of the Southern Sewer Improvement in the requested Sewer Condemnation action. The City Council may, in its sole legislative discretion, elect to approve a condemnation ordinance for the requested Sewer Condemnation Action. The following apply to the Sewer Condemnation Action:
 - (a) The purposes of the Sewer Condemnation Action are (i) to ensure that the Northern Sewer Improvement and the existing 24" sewer line described above are properly located within a valid City-held easement and (ii) to obtain valid City-held easements for the Southern Sewer Improvement. The existing sewer line and the Northern Sewer Improvement will benefit the residents of the

Summit Mill residential subdivision and the Southern Sewer Improvement will benefit the owners of those applicable lands. Given such benefit, the Parties anticipate that the Sewer Condemnation Action will not be opposed or appealed by the Summit Mill Home Owners Association, which is presently the fee simple owner of the property where the Northern Sewer Improvement and adjacent 24" sewer line is located.

- (b) The parties agree that this paragraph applies only to the inclusion of the Northern Sewer Improvement in the Sewer Condemnation Action. Developer will deposit \$2000 with the City (the "**Condemnation Deposit**") prior to the court action being filed by the City. The Condemnation Deposit will be expended by the City solely to cover the City's third-party out-of-pocket costs and expenses which are incurred in the condemnation action for the Northern Sewer Improvement, not including any attorneys' fees incurred by the City in connection with the Northern Sewer Improvement in the Sewer Condemnation Action (which attorneys' fees will be borne by the City). In the event that the City incurs additional third-party out-of-pocket costs and expenses associated with the prosecution of the Sewer Condemnation Action for the Northern Sewer Improvement, except for attorneys' fees, Developer agrees to pay such additional costs and expenses promptly upon the delivery by the City of written proof of such costs and expenses. In the event that the City's third-party out-of-pocket costs and expenses are less than the Condemnation Deposit, such remaining amount will be refunded to Developer.
- (c) Developer agrees to pay the damages award that is issued by the commissioners and approved by the circuit court in the Sewer Condemnation Action for the Northern Sewer Improvement. Payment of the damages award in the Sewer Condemnation Action is a precondition to the issuance of building permits for the Project as a whole as set forth in Exhibit C.
- (3) If the City Council authorizes that the Southern Sewer Improvements shall be included in the Sewer Condemnation Action, the parties will execute the Acquisition Funding Agreement which is attached hereto as Exhibit D. The Acquisition Funding Agreement shall govern the terms and conditions under which Developer funds all costs and expenses associated with acquisition of the Southern Sewer Improvements in the Sewer Condemnation Action, if authorized by the City Council.
- (4) The Developer shall dedicate or convey, as applicable, or cause to be dedicated or conveyed, to the City, at no cost to the City, all property interests owned by the Developer which are necessary for the Improvements.

- (5) For the Southern Sewer Improvements, Developer shall make good faith attempts which are documented in writing to obtain the necessary easements from any third parties. If Developer is unable to acquire the easements required for the Southern Sewer Improvements, then the provisions set forth in Sections 2.H(2) and (3) above shall be followed by the Parties.
- I. Utility Relocation. The Parties agree that all costs associated with relocating any existing utilities from any existing public or private easement, as a result of construction of the Improvements, shall be paid by the Developer, or applicable utility, and are not the responsibility of the City. The Parties agree that all costs associated with relocating any existing utilities from any existing right-of-way as a result of construction of the Improvements, which are not paid by a utility company, shall be paid by the Developer and are not the responsibility of the City.
- J. Inspections and Revisions. The Developer agrees to permit City employees, agents and contractors to inspect, observe, and oversee the construction of all Improvements in order to ascertain and determine that the standards of the City have been met. The Developer shall obtain the City Engineer's approval of all revisions materially altering the design or specifications of the Improvements.
- K. Dedication. Upon completion, inspection and approval of the Improvements that are within the jurisdiction of the City, the Developer will dedicate the applicable Improvements to the City, for its use, operation and maintenance. The City shall be under no obligation to accept the dedication or conveyance of any Improvements constructed pursuant to this Agreement until it has been inspected and approved to the satisfaction of the City Engineer. Upon written notice of the inspection and approval of the City Engineer, the Developer agrees to convey all the Improvements to the City free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the opinion of the City Attorney, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar. The City acknowledges that the right of the Developer in the Improvements is subject to any liens and encumbrances on the Property entered into by the Developer, and any such lienholder shall possess all rights to enjoy the Improvements as may be possessed by the Developer and intended for the Property, but the Developer shall not specifically enter into any lien or encumbrance that gives any entity rights to the Improvements dedicated to the City other than the right to use said Improvements as intended for the Property.
3. **Timing of Issuance of Building Permits and Certificates of Occupancy.**
- A. Building Permits for any structures on the Property shall not be issued until the following conditions have been satisfied:
- (1) Security for completion of the Improvements has been provided in one of the following forms:

- (a) Security for completion of all Improvements has been provided to the City in compliance with Section 7.340 of the UDO, as may be amended from time to time, regardless of whether a final plat has been approved or recorded for the Property or any portion thereof; or
 - (b) A letter of credit has been delivered to the City pursuant to an executed Lease Agreement between the City and Griffin Riley Property Group, LLC, to implement the “City of Lee’s Summit, Missouri Plan for an Industrial Development Project and Cost-Benefit Analysis for the Blackwell Residential Rental Project” dated March 23, 2022 (the “**Chapter 100 Plan**”), and the amount of the letter of credit includes sufficient funds to cover all costs associated with the Improvements as confirmed in writing by bond counsel for the City.
- (2) Each of the entities the comprise the Developer under this Agreement either owns their respective portions of the Property, or has transferred title for their respective portions of the Property to the City to implement the Chapter 100 Plan, and remains the lessee under the applicable Lease Agreement for each such transferred portion of the Property.
- B. Final Certificates of Occupancy for the Project will not be issued until a Certificate of Final Acceptance has been issued for all Improvements described in Exhibit C.

4. **Indemnification.**

- A. General Indemnity. The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney’s fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, or omission of the Developer or its officers, agents, employees, or subcontractors, to the extent such loss or injury arises out of or is related to the performance of this Agreement by Developer; provided, however, that the Developer need not save harmless the City from claims, demands, losses and expenses arising out or to the extent caused by (i) the sole negligence, or willful misconduct of the City, its employees or agents, or (ii) claims arising after the expiration of the three year maintenance bond referenced in Section 6.C. below. This indemnification obligation shall survive the termination or expiration of this Agreement.
- B. No Limitations or Waiver. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this

Agreement, or by a limitation of the amount or type of damages or compensation payable by or for the Developer under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by the Developer. The City does not, and shall not, waive any rights against the Developer which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by the Developer, of any of the insurance policies described in this Agreement. In addition, the Parties agree that this indemnification by the Developer shall not be limited by reason of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

- C. Notification of Claims. With respect to any claims which are subject to indemnity hereunder, the Developer shall immediately notify the City of any and all claims filed against the Developer or the Developer and the City jointly, and shall provide the City with a copy of the same. Such notice shall be given in the manner prescribed by **Section 27** of this Agreement.
 - D. Use of Independent Contractors. The fact that the Developer carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, the Developer's duty of defense and indemnification under this section.
5. **Insurance.** Developer shall comply with the Construction Insurance requirements of the City's Standard Insurance and Indemnifications Requirements (the "**Insurance Requirements**") as approved by the City Attorney pursuant to Section 26-221 of the City Code.
6. **Bonds.** The Developer shall, or shall ensure that its contractors shall, provide for the following bonds for the Improvements constructed by the Developer and dedicated to the City.
- A. Performance Bond. Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall maintain a Performance Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. Any such Performance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City. Developer may provide an alternate form of completion security for completion of the Improvements as allowed by Section 7.340 of the UDO.
 - B. Payment Bonds. Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall maintain a Payment Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful payment of the provisions, terms and

conditions of the construction contract. Any such Payment Bond shall name the City as an additional obligee and copies of certificates of such bond shall be delivered to the City.

- C. Maintenance Bonds. Prior to acceptance and dedication of the Improvements, the Developer shall, or shall ensure that its contractors shall, provide a Maintenance Bond in a form approved by the City Attorney, in an amount equal to fifty percent (50%) of the cost of the Improvements as approved by the City Engineer, which shall be in effect for a term of three (3) years from the date that the City issues a Certificate of Substantial Completion for such Improvements covered by the bond. The Maintenance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
 - D. Indemnity for Failure to Provide Bonds. The Developer shall indemnify the City and its officers and employees for any damage or loss incurred or sustained by the City, its officers or employees, as a result of the failure of the Developer or its contractors to provide the bonds set forth in this Section.
- 7. Prevailing Wage. To the extent required by law, the Developer, and all contractors and subcontractors performing work for or on behalf of the Developer with respect to the Improvements, shall pay wages in accordance with, and in all respects comply with, Missouri's Prevailing Wage Law (Sections 290.210 to 290.340, RSMo.) and all other laws relating to the payment of wages. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City with regard to the failure of the Developer or any contractor or subcontractor to pay prevailing wages as required by law or this Agreement. The Developer shall submit sufficient information to the City's Director of Finance to allow Staff to verify that the Developer, and its contractors and subcontractors, have complied with prevailing wage laws and regulations (if such laws and regulations apply to the Improvements in the judgment of Developer).
 - 8. Remedies. Each Party to this Agreement agrees that if it fails to perform when due any act required by this Agreement to be performed, then, in addition to whatever other remedies are available to the non-defaulting Parties hereto, the non-defaulting Party shall have the right to enforce specific performance of this Agreement against the defaulting Party, and such non-defaulting Party shall, to the extent permitted by law, be entitled to its reasonable costs, attorneys' fees and court costs in connection with such enforcement.
 - 9. Rights and Remedies Non-Exclusive. No right or remedy conferred upon or reserved to any Party in this Agreement is intended to be exclusive of any rights or remedies, and each and every right and remedy shall be cumulative and shall be in addition to every right and remedy given now or hereafter existing at law or in equity.
 - 10. Non-Waiver. No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

11. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of the State of Missouri.
12. **Venue.** In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, and the Parties expressly waive any rights to venue inconsistent therewith.
13. **City Requirements and Prior Approval.** The Developer agrees to comply with all Applicable Laws, including, but not limited to, the City's [Unified Development Ordinance](#), the [Design and Construction Manual](#), and all planning or infrastructure requirements applicable to the development of the Property. The Developer acknowledges and agrees that the City is not, and shall not be, in any way liable for damages, losses or injuries that may be sustained as a result of the City's review and approval of any Plans or Plats of or relating to the Development, the Property or the Improvements, or as a result of the issuance of any approvals, permits, certificates or acceptances for the development or use of any portion of the Development, the Property or the Improvements. The Developer further acknowledges and agrees that the City's review and approval of any such Plans or Plats and the issuance of any such approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, licensees or any third Party, against damage or injury of any kind at any time. The Parties agree that execution of this Agreement in no way constitutes a waiver of any requirements or applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development.
14. **Recording and Binding Effect.** No building permits shall be issued for any structure in the Project until this Agreement has been fully executed. The City shall file a copy of this Agreement or a memorandum of this Agreement in the office of the Recorder of Deeds for Jackson County, Missouri ("**Office**"). This Agreement shall run with the land and be binding on and inure to the benefit of the Parties and their respective legal representatives, successors in interest, successors and assigns. Upon the City's issuance of a Certificate of Final Acceptance, at the request of Developer or its successors or assigns, the City Manager shall execute, on behalf of the City, a document suitable for recording in the Office, in such form as is approved by the City Attorney that acknowledges the completion of the Developer's obligations under the Agreement.

The City acknowledges that the Developer may enter into one or more lending relationships to develop the Property and as such, agrees to provide any such lender a security interest in this Agreement, in form and substance as reasonably requested by the lender, so long as such security agreement does not interfere with or encumber the dedication of the Improvements to the City.
15. **Time of Essence.** Time is of the essence with respect to the duties and obligations set forth herein.
16. **Estoppel Letter.** Upon request by Developer, the City shall prepare and deliver to Developer an estoppel letter confirming for the benefit of any purchaser or lender whether

the Developer is or is not in default under this Agreement and verifying the status of Developer's performance of its obligations under this Agreement.

17. **Representations.** Each Developer represents that it owns the portion of the Property described for such Developer in Exhibit A on the date that this Agreement is executed. Each Party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions; and (d) has not assigned or transferred any claim against the other Party that is the subject of this Agreement. The Parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the public services provided by the City and other public jurisdictions and on facilities that are constructed and maintained by the City and other public jurisdictions.
18. **No Waiver of Breach.** No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
19. **Rules of Construction.** Each Party to this Agreement has received independent legal advice from its attorneys of choice with respect to entering this Agreement and the advisability of agreeing to the provisions herein. Because each Party has had its respective legal counsel review the terms of this Agreement, the normal rules of construction to the effect that any ambiguities in its terms be resolved against the drafting Party shall not be employed with regard to issues of its validity, interpretation, performance or enforcement.
20. **Assignment.** The Agreement may not be assigned or transferred, in whole or part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other Party, which consent shall not be unreasonably withheld. The Developer shall request the assignment of the Agreement, with the consent of the City, to any person, firm, corporation, or entity to which any ownership interest in the Property is transferred after the date of execution of this Agreement.
21. **Entire Agreement.** This Agreement and the acts provided for herein is the entire agreement between the Parties with respect to the subject matter hereof, the terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all Parties.
22. **Exhibits.** All Exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.
23. **Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to modify, expand or limit the scope of any provision of the Agreement.
24. **Severability.** Any provision of this Agreement which is not enforceable according to law will be severed from this Agreement, and the remaining provisions shall be enforced to the fullest extent permitted by law.

25. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
26. **Joint and Several Liability of Developer Entities** – Developer agrees that each separate entity that comprises Developer shall be jointly and severally liable for each duty and obligation imposed upon Developer pursuant to this Agreement. Developer entities are jointly bound to fulfill the duties and obligations of this Agreement as imposed upon Developer, and each Developer entity is also severally and independently bound to fulfill the duties and obligations of Developer in the event that any or all of the other Developer entities fails to fulfill the duties and obligations of Developer under this Agreement. All rights and remedies that the City may exercise under this Agreement may be pursued jointly and severally against Developer or each separate Developer entity.
27. **Notice.** Any notice required by this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:

City Manager
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

With a copy to:

City Attorney
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

Director of Development Services
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

Notices to Developer shall be addressed to:

Jake Loveless
Griffin Riley Property Group
21 SE 29th Terrace
Lee's Summit, MO 64082

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the date first above written.

CITY OF LEE'S SUMMIT, MISSOURI



Mark Dunning, City Manager

Attest:



Trisha Fowler-Areuri, City Clerk Deputy

Approved as to form:



David Bushek, Chief Counsel of
Economic Development & Planning



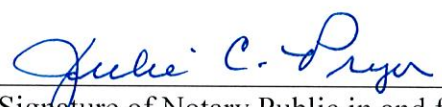
NOTARY FOR CITY OF LEE'S SUMMIT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 30th day of March, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Mark Dunning**, the City Manager of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the 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.

My Commission Expires: 4/9/2024



Signature of Notary Public in and for said
County and State

Print Name: Julie C. Pryor

[SEAL]



JULIE C. PRYOR
My Commission Expires
April 9, 2024
Jackson County
Commission #12517227

BLACKWELL 55 LLC

By: [Signature]
Frederick J. Delibero, President

RESIDENCES AT BLACKWELL LLC

By: [Signature]
Frederick J. Delibero, Manager

RESERVE AT BLACKWELL LLC

By: [Signature]
Frederick J. Delibero, President

ONE TWENTY, LLC

By: [Signature]
Frederick J. Delibero, President

NOTARIES FOR DEVELOPER

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 30 day of march, 2023, before me, Victoria Mitchell, a Notary Public in and for said State, personally appeared **Frederick J. Delibero**, to me personally known, who being by me duly sworn (or affirmed), did say that such individual is the President of RESERVE AT BLACKWELL LLC, a Missouri limited liability company, and that said instrument was signed and delivered in behalf of said limited liability company by authority of its members and said person acknowledged said instrument to be the free act and deed of said limited liability company.

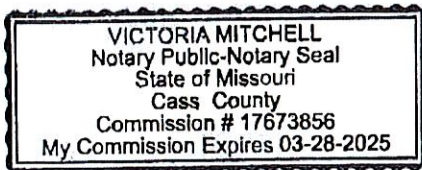
IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal at my office in said county and state on the day and year last above written.

My Commission Expires: 03-28-2025

[Signature]
Signature of Notary Public in and for said
County and State

Print Name: Victoria Mitchell

[SEAL]

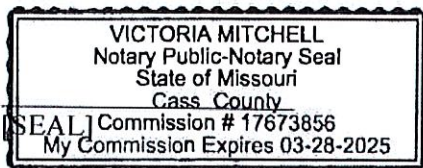


STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

On this 30 day of March, 2023, before me, Victoria Mitchell, a Notary Public in and for said State, personally appeared **Frederick J. Delibero**, to me personally known, who being by me duly sworn (or affirmed), did say that such individual is the President of BLACKWELL 55 LLC, a Missouri limited liability company, and that said instrument was signed and delivered in behalf of said limited liability company by authority of its members and said person acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal at my office in said county and state on the day and year last above written.

My Commission Expires: 03-28-2025



Victoria Mitchell

Signature of Notary Public in and for said County and State

Print Name: Victoria Mitchell

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

On this 30 day of March, 2023, before me, Victoria Mitchell, a Notary Public in and for said State, personally appeared **Frederick J. Delibero**, to me personally known, who being by me duly sworn (or affirmed), did say that such individual is the Manager of RESIDENCES AT BLACKWELL LLC, a Missouri limited liability company, and that said instrument was signed and delivered in behalf of said limited liability company by authority of its members and said person acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal at my office in said county and state on the day and year last above written.

My Commission Expires: 03-28-2025



Victoria Mitchell

Signature of Notary Public in and for said County and State

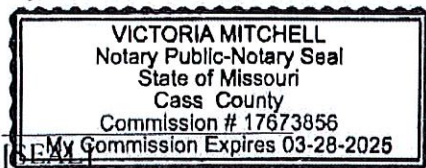
Print Name: Victoria Mitchell

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 30 day of March, 2023, before me, Victoria Mitchell, a Notary Public in and for said State, personally appeared **Frederick J. Delibero**, to me personally known, who being by me duly sworn (or affirmed), did say that such individual is the President of ONE TWENTY LLC, a Missouri limited liability company, and that said instrument was signed and delivered in behalf of said limited liability company by authority of its members and said person acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal at my office in said county and state on the day and year last above written.

My Commission Expires: 03-28-2025



Victoria Mitchell

Signature of Notary Public in and for said
County and State

Print Name: Victoria Mitchell

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Tract Owned By Blackwell 55, LLC

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 One-Quarter; thence along the East line of the said Northwest One-Quarter, South 02 degrees 19 minutes 49 seconds West a distance of 988.03 feet; thence North 87 degrees 44 minutes 22 seconds West a distance of 107.67 feet to a point of curvature; thence Southwesterly on a curve to the left being tangent to the previous course, having a radius of 300.00 feet, a central angle of 57 degrees 15 minutes 51 seconds and an arc length of 299.83 feet; thence South 34 degrees 59 minutes 47 seconds West a distance of 398.40 feet; thence North 54 degrees 59 minutes 26 seconds West a distance of 111.55 feet to a point of curvature; thence Northwesterly on a curve to the left being tangent to the previous course, having a radius of 287.60 feet, a central angle of 12 degrees 14 minutes 24 seconds and an arc length of 61.44 feet; thence North 69 degrees 42 minutes 59 seconds West a distance of 201.56 feet; thence North 20 degrees 17 minutes 01 seconds East a distance of 70.61 feet to a point of curvature; thence Northeasterly on a curve to the left being tangent to the previous course, having a radius of 200.00 feet, a central angle of 17 degrees 50 minutes 32 seconds and an arc length of 62.28 feet; thence North 02 degrees 25 minutes 41 seconds East a distance of 1179.56 feet to a point on the North line of the said Northwest Quarter; thence along said North line, South 87 degrees 55 minutes 11 seconds East a distance of 881.87 feet to the Point of Beginning, except that part in streets and roads.

Tract Owned By Reserve at Blackwell, LLC

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:

Commencing at the Northeast Corner of the said Northwest One-Quarter; thence along the North line of said Northwest One-Quarter, North 87 degrees 55 minutes 11 seconds West a distance of 881.87 feet to the Point of Beginning; thence South 02 degrees 25 minutes 41 seconds West a distance of 1179.56 feet to a point of curvature; thence Southwesterly on a curve to the right having an initial tangent bearing of South 02 degrees 26 minutes 28 seconds West, a radius of 200.00 feet, a central angle of 17 degrees 50 minutes 32 seconds and an arc length of 62.28 feet; thence South 20 degrees 17 minutes 01 seconds West a distance of 70.61 feet; thence North 69 degrees 42 minutes 59 seconds West a distance of 110.33 feet to a point of curvature; thence Northwesterly on a curve to the right being tangent to the previous course, having a radius of 200.00 feet, a central angle of 27 degrees 08 minutes 01 seconds and an arc length of 94.71 feet; thence South 85 degrees 11 minutes 11 seconds West a distance of 219.85 feet to a point of the West line of the East one half of the said Northwest One-Quarter of Section 11, said line also being the East line of ASBURY PARK, a subdivision in Jackson County recorded as document number 199710012968; thence along said West line of the East one half and the East line of said ASBURY PARK and the Northerly extension thereof, North 02 degrees 26 minutes 00 seconds East a distance of 1250.38 feet to the Northwest corner of the said East one half of the Northwest One-Quarter of Section 11; thence along the North line of the said Northwest One-Quarter, South 87 degrees 55 minutes 11 seconds East a distance of 434.36 feet to the Point of Beginning, except that part in streets and roads.

Tract Owned By Residences at Blackwell LLC

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:

Commencing at the Northeast Corner of the said Northwest One-Quarter; thence along the East line of said One-Quarter, South 02 degrees 19 minutes 49 seconds West a distance of 988.03 feet to the Point of Beginning; thence continuing along the East line of said One-Quarter, South 02 degrees 19 minutes 49 seconds West a distance of 1580.17 feet to the centerline 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 along said centerline the following three courses, North 80 degrees 20 minutes 51 seconds West a distance of 6.24 feet to a point of curvature; thence Northwesterly on a curve to the right being tangent to the previous course, having a radius of 762.00 feet, a central angle of 60 degrees 41 minutes 14 seconds and an arc length of 807.11 feet to a point of reverse curvature; thence Northwesterly on a curve to the left having an initial tangent bearing of North 19 degrees 39 minutes 36 seconds West, a radius of 762.00 feet, a central angle of 25 degrees 21 minutes 13 seconds and an arc length of 337.19 feet; thence North 34 degrees 59 minutes 47 seconds East a distance of 826.35 feet to a point of curvature; thence Northeasterly on a curve to the right being tangent to the previous course, having a radius of 300.00 feet, a central angle of 57 degrees 15 minutes 51 seconds and an arc length of 299.83 feet; thence South 87 degrees 44 minutes 22 seconds East a distance of 107.67 feet to the Point of Beginning, except that part in streets and roads.

Tract Owned by One Twenty, LLC

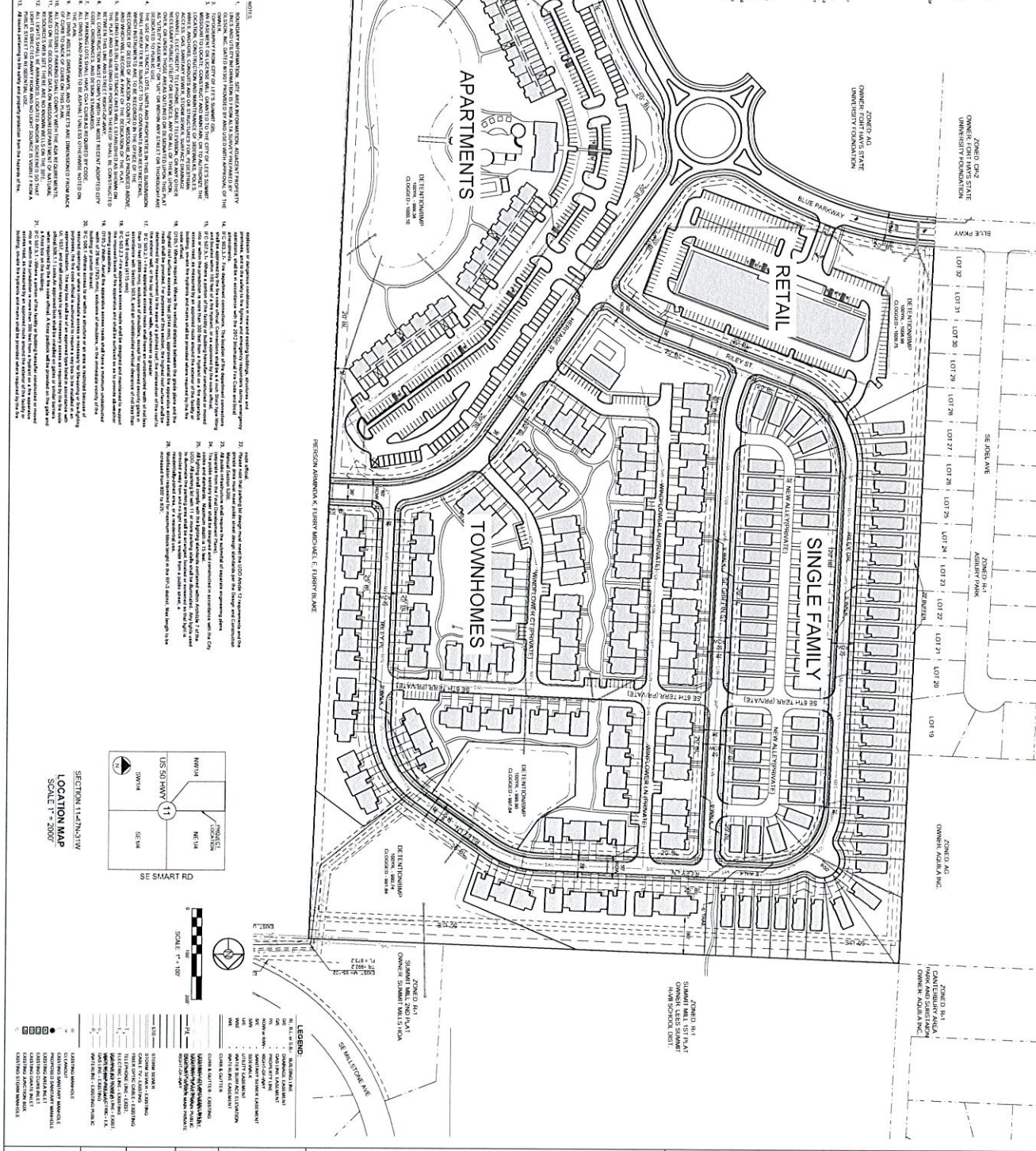
A tract of land in the Northwest Quarter of Section 11, Township 47 North, Range 31 West of the 5th Principal Meridian in Jackson County, Missouri being bounded and described as follows:

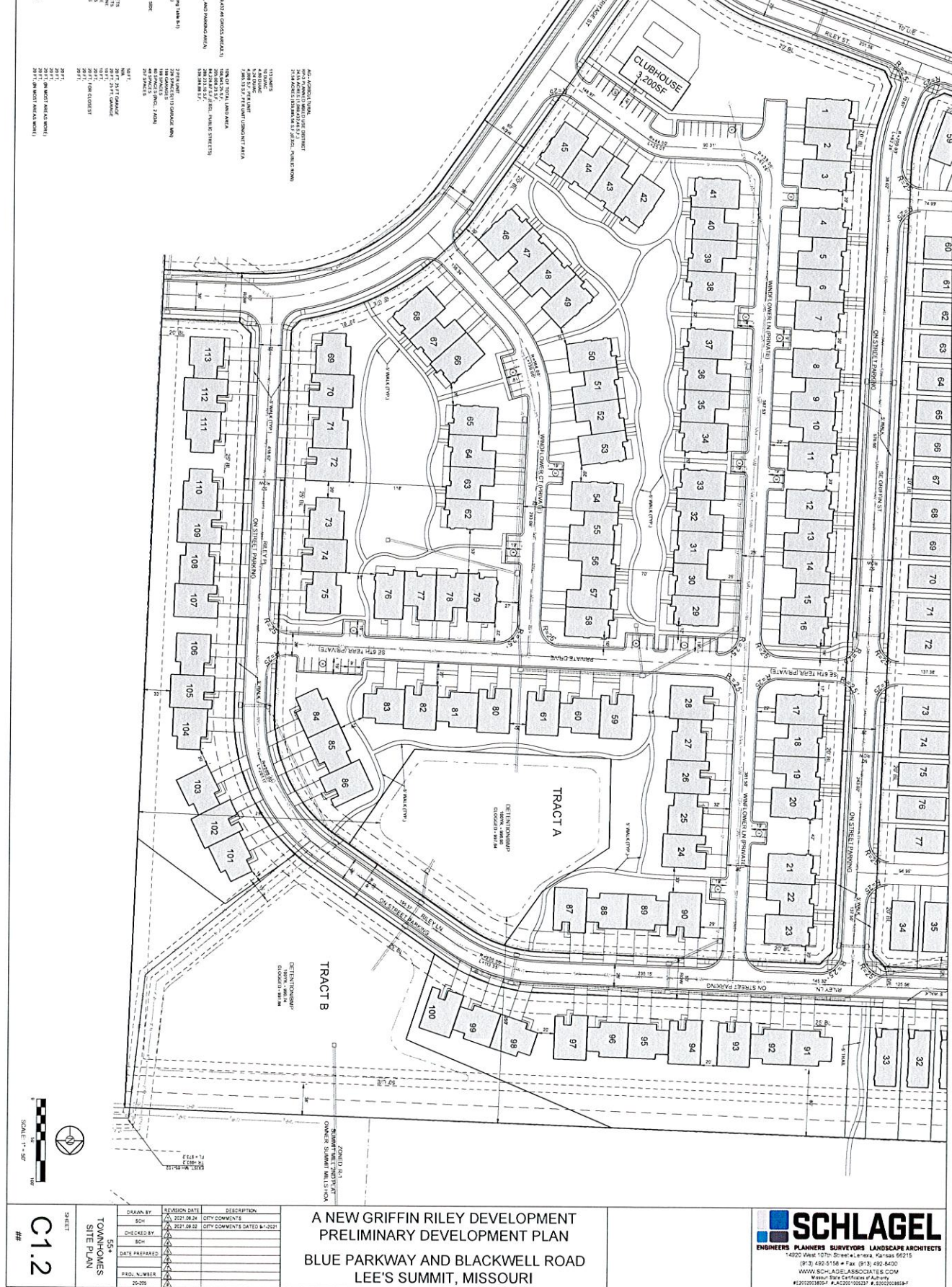
Commencing at the Northeast Corner of the said Northwest One-Quarter; thence along the East line of said One-Quarter, South 02 degrees 19 minutes 49 seconds West a distance of 988.03 feet; thence continuing along the East line of said One-Quarter, South 02 degrees 19 minutes 49 seconds West a distance of 1580.17 feet to the centerline 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 along said centerline the following three courses, North 80 degrees 20 minutes 51 seconds West a distance of 6.24 feet to a point of curvature; thence Northwest on a curve to the right being tangent to the previous course, having a radius of 762.00 feet, a central angle of 60 degrees 41 minutes 14 seconds and an arc length of 807.11 feet to a point of reverse curvature; thence Northwest on a curve to the left having an initial tangent bearing of North 19 degrees 39 minutes 36 seconds West, a radius of 762.00 feet, a central angle of 25 degrees 21 minutes 13 seconds and an arc length of 337.19 feet to the Point of Beginning; thence continuing along said centerline on a curve to the left having an initial tangent bearing of North 45 degrees 00 minutes 49 seconds West, a radius of 762.00 feet, a central angle of 42 degrees 25 minutes 30 seconds and an arc length of 564.23 feet to a point of the West line of the East one half of the said Northwest One-Quarter of Section 11, said line also being the East line of ASBURY PARK, a subdivision in Jackson County recorded as document number 199710012968; thence along said West line of the East one half and the East line of said ASBURY PARK, North 02 degrees 26 minutes 00 seconds East a distance of 364.16 feet; thence; North 85 degrees 11 minutes 11 seconds East a distance of 219.85 feet to a point of curvature; thence Southeast on a curve to the left having an initial tangent bearing of South 42 degrees 34 minutes 58 seconds, a radius of 200.00 feet, a central angle of 27 degrees 08 minutes 01 seconds and an arc length of 94.71 feet; thence South 69 degrees 42 minutes 59 seconds East a distance of 311.89 feet to a point of curvature; thence Southeast on a curve to the right having an initial tangent bearing of South 67 degrees 13 minutes 50 seconds East a radius of 287.60 feet, a central angle of 12 degrees 14 minutes 24 seconds and an arc length of 61.44 feet; thence South 54 degrees 59 minutes 26 seconds East a distance of 111.55 feet; thence South 34 degrees 59 minutes 47 seconds West a distance of 427.94 feet to the Point of Beginning, except that part in streets and roads.

EXHIBIT B

MAP OF THE PRELIMINARY DEVELOPMENT PLAN

[Attached]

[illegible]



[illegible]

SHEET
C1.4
##

RETAIL SITE PLAN	DRAWN BY	SCM
	CHECKED BY	SCM
	DATE PREPARED	
	PROJECT NUMBER	

REVISION	DATE	DESCRIPTION
1	2021.08.24	CITY COMMENTS
2	2021.08.02	CITY COMMENTS DATED 8-1-2021
3		
4		
5		
6		
7		

A NEW GRIFFIN RILEY DEVELOPMENT
PRELIMINARY DEVELOPMENT PLAN
BLUE PARKWAY AND BLACKWELL ROAD
LEE'S SUMMIT, MISSOURI



EXHIBIT C

REQUIREMENTS FOR IMPROVEMENTS

The “**Improvements**” consist of the following Traffic Improvements and Sanitary Sewer Improvements, which shall be designed, engineered, and constructed by or at the direction of the Developer in the manner set forth in this Agreement and which shall be subject to the conditions stated in each item below. Developer acknowledges that occupancy of structures in the Project may be delayed, even though such structures may be complete, until certain of the public improvements described below are substantially complete.

Traffic Improvements

1. Construct an eastbound left-turn lane with a minimum storage length of 150 feet, plus an appropriate taper on Blue Parkway at Site Drive A. Turn lane design requirements may be modified by MoDOT, where subject to MoDOT approval, with written notice to City of such change.
2. Construct an eastbound left-turn lane with a minimum storage length of 150 feet, plus an appropriate taper on Blue Parkway at Site Drive B. Turn lane design requirements may be modified by MoDOT, where subject to MoDOT approval, with written notice to City of such change.
3. Construct a single-lane roundabout on Blue Parkway at the proposed collector street.

Sanitary Sewer Improvements

1. The “**Northern Sewer Improvement**” which shall consist of increasing the size of the existing 8” sewer line running between manholes 65-226 and 65-092 to a 24” sewer line. The following terms and conditions shall apply to the payment obligations associated with the Northern Sewer Improvement:
 - A. Developer shall be responsible for costs associated with the Northern Sewer Improvement that would bring the size of the line to 12”. All design and engineering costs for the Northern Sewer Improvement shall be paid by Developer. All construction costs besides the costs of the Sewer Upsizing shall be funded by Developer.
 - B. The City shall be responsible for paying for the upsizing of the improvement from a 12” line to a 24” line which shall be the difference in cost for the purchase of a 12” pipe and a 24” pipe (the “**Sewer Upsizing**”). Construction costs for the Sewer Upsizing shall be funded by the City as set forth below, to provide for upsizing of the improvements to address capacity concerns which are not caused by the Project.
 - C. The City will pay to Developer as reimbursement for the Sewer Upsizing the actual out of pocket third party cost to construct the Sewer Upsizing, including overhead

and profit (the “**Sewer Upsizing Payment**”). Developer will provide to the City an engineer’s opinion of probable construction costs for the Sewer Upsizing. The City will evaluate the amount of the proposed Sewer Upsizing Payment, and provide either (i) written confirmation that the proposed amount of the Sewer Upsizing Payment is acceptable or (ii) a response which indicates that the amount is unacceptable and further evaluation of such amount is required before it will be accepted by the City. In the event that the amount is found to be unacceptable by the City, Developer and the City agree to engage in discussions to reach agreement on an amount that is acceptable for the Sewer Upsizing Payment. Prior to receiving a payment from the City, Developer shall provide proof of the actual costs of the Sewer Upsizing in the form of paid invoices and processed and paid checks. After evaluating the actual cost documentation and determining the amount of the Sewer Upsizing Payment, the City shall make the Sewer Upsizing Payment within fifteen days after a Certificate of Substantial Completion has been issued by the City for the Northern Sewer Improvement.

2. The “**Southern Sewer Improvement**” will consist of sewer improvements which will be located south of the pond at Mill Creek, which may be constructed within (i) the alignment of Millstone Avenue or (ii) south of Millstone Avenue through the Furry and Jones properties, at the election of Developer. The scope and location of the Southern Sewer Improvement shall be as approved by the City during approval of the Final Development Plan for the Project pursuant to the requirements of the UDO and the terms and conditions of this Agreement.
3. Payment of the damages award in the Sewer Condemnation Action and payment of any additional costs and expenses incurred by the City in the Sewer Condemnation Action, in excess of the Condemnation Deposit, as set forth in Section 2.H.