

**CITY OF KANSAS CITY, MISSOURI &
THE PLANNED INDUSTRIAL EXPANSION AUTHORITY OF
KANSAS CITY, MISSOURI
COOPERATIVE AGREEMENT CONCERNING
UNION STATION ADDITION REAL PROPERTY**

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____, 2021, by and between **CITY OF KANSAS CITY, MISSOURI** (the "City") and **THE PLANNED INDUSTRIAL EXPANSION AUTHORITY OF KANSAS CITY, MISSOURI**, a statutory public body of the State of Missouri (the "Authority").

RECITALS

A. The City owns real property that is subdivided as Union Station Addition, Kansas City, Missouri legally described on Exhibit 1 and identified on the site map attached as Exhibit 2 (the land and the improvements on the land are the "City Lots"). The City Lots are located within the Freight House Planned Industrial Expansion Area (the "Freight House PIEA Area"), a general Plan Area approved by the City Council, in Ordinance Number 190944 on December 12, 2019.

B. The City desires to convey the City Lots to the Authority to facilitate planned redevelopment of the Freight House PIEA Area and the Authority desires to seek proposals to redevelop the City Lots, for the public purpose of creating job growth, creating new tax revenues from a currently underutilized property, and encouraging additional investment and development, all of which are essential components of the City's economic stability and growth.

C. The Authority has agreed to solicit proposals for acquisition from the Authority of the City Lots and redevelopment of the City Lots. The Authority will select a party as Redeveloper ("Redeveloper") of the City Lots and the Authority is willing to accept title to the City Lots and to convey the City Lots to the Redeveloper upon the designation of the Project as herein provided.

AGREEMENT

**ARTICLE I
DEFINITIONS**

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

(a) "Freight House PIEA Area" means the development plan, as may be amended from time to time, approved by the City Council, in Ordinance Number 190944 on December 12, 2019.

(b) "Closing Date" means the date on which the City shall convey the City Lots to the Authority for the Purchase Price.

(c) "Costs of Sale" means costs associated with conveyance of the City Lots to the Authority and conveyance of the City Lots to the Redeveloper and shall include charges to the Authority for acting as a closing agent in the conveyances; recording any documents to clear title

encumbrances; any policy of owner's title insurance that the Authority may obtain; and any other costs and expenses approved in writing by the City that the Authority has incurred with respect to the conveyances, including, but not limited to, reasonable professional costs and expenses for title, survey, appraisal, environmental, engineering, and other related or customary professional services performed in connection with the conveyances contemplated by this Agreement. The City's approval of such costs and expenses shall not be unreasonably withheld, conditioned, or delayed.

(d) "Fair Market Value" means the \$250,000.00 market value of the City Lots previously determined by a licensed real estate appraiser retained by the City. The appraiser assumed that (a) the City Lots are not located within an incented area of the PIEA; (b) the City Lots have not yet been assembled as a development with the adjoining parcels and other properties in the Freight House PIEA Area; (c) the current use of the City Lots by the City for surface parking; (d) the encumbered condition of the City Lots as shown in Assured Quality Title Commitment MJ116393 dated December 20, 2020; and (e) the generally blighted condition of the area surrounding the City Lots that include low-density development, lack of access, and encumbrances.

(e) "Purchase Price" means Ten Dollars (\$10.00), the price to be paid by the Authority for the City Lots to the City.

(f) "Redeveloper" means the party selected by the Authority for the Project following the Authority's advertisement and Request for Proposals pursuant to its statutory authority to select a developer for the Project.

(g) "Redevelopment Contract" means a contract entered into between the Authority and a Redeveloper for the redevelopment, rehabilitation or renewal of the City Lots in conformity with a Redevelopment Plan.

(h) "Redevelopment Plan" means a plan for the acquisition, clearance, reconstruction, rehabilitation, renewal or future use of the City Lots.

(i) "Project" means a financially feasible project that is consistent with the goals of the community and economic development priorities of the City.

(j) "Title Company" means Assured Quality Title Insurance Company or other title company satisfactory to the City and the Authority that will issue any title insurance policy required in connection with the closing on the City Lots under this Agreement and the Redevelopment Contract.

(k) "City Redevelopment Priorities" means the long-term community informed economic development priorities that the City seeks to prioritize through the disposition of its property, which shall include:

- **Double Downtown Population** – seeking to attract a broad range of residents including families.
- **Focus Density** – prioritizing infill development opportunities, especially along high-frequency fixed route public transportation corridors, which are at a scale that

is consistent with surrounding properties.

- **Double Downtown Jobs** – bringing net new jobs to the City of Kansas City, prioritizing jobs that employ Kansas City residents with a focus in the industries of healthcare, life sciences, green technology, architecture/engineering, higher education, finance, communications/publishing, and creative arts, and redevelopment or construct Class A office space. New projects will proactively promote the creation of net new jobs for the Kansas City.
- **Increase Visitors** – attracting an increased number of visitors to Kansas City.
- **Create a Walkable Downtown** – enhancing job access along high-frequency public transit corridors, and providing for multi-modal transportation amenities such as bike-sharing, car-sharing or urban trail amenities.
- **Retain and Promote Safe, Authentic Neighborhoods**
- **Promote Sustainability** – utilizing sustainable building materials, building techniques, include publicly accessible green spaces, and utilizing effective water and sewer management design.
- **Housing** –including housing development targeted towards areas of greatest need for residents especially if such proposals include new or preserved housing units that serve cost-burdened residents at or below 70% MFI and extreme priority given to units that serve extremely cost-burdened residents at or below 50% MFI.
- **Parking** – prioritizing redevelopment proposals that minimize dependence on auto-oriented uses, limit construction of new surface or structured parking spaces greater than otherwise required by city code and utilize sustainable materials and practices when construction does occur, contemplate future alternative uses for any constructed parking facilities, incorporate shared parking opportunities with surrounding properties, and provide flexibility for future public management/ownership.
- **Incentives** – Any incentives granted by the Authority will comply with all applicable City policies.

ARTICLE II

PURPOSE OF AGREEMENT

2.1. Purpose of Agreement.

(a) The purpose of this Agreement is to establish a process to transfer City Lots to the Authority for the purpose of redevelopment and for the Authority to select a Redeveloper to execute a project complying with the Freight House PIEA General Plan, and promoting the City Redevelopment Priorities.

(b) The acquisition of the City Lots by the Authority from the City and the redevelopment of the City Lots will be undertaken pursuant to the authority granted to the City and the Authority under Section 100.570 RSMo and as political subdivisions of the State of Missouri.

ARTICLE III
ACQUISITION OF THE CITY LOTS

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

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

(b) all matters which an accurate survey of the City Lots would disclose;

(c) all applicable zoning laws and ordinances;

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

(a) a bill of sale for all items of personal property being conveyed with the City Lots, if any; and

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

3.3 Closing Date. The closing shall take place on the Closing Date at the offices of the Title Company, or such other location as the parties mutually agree. The Authority shall give the City at least fifteen (15) calendar days’ written notice of the proposed Closing Date, indicating the time and location of the Closing. The Closing Date will be no later than 180 days after execution of this Agreement unless extended by mutual agreement of the City and the Authority.

3.4. Closing Obligations. At the Closing:

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

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

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

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

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

3.6. Closing Costs. With regard to conveyance of the City Lots to the Authority, the Authority shall pay the costs of: (a) recording the Deed; (b) recording any documents to clear title encumbrances; (c) the Title Company's charges for acting as closing agent; (d) obtaining a survey of the City Lots; and (e) the Title Commitment (as defined below) and any policy of owner's title insurance that the Authority may obtain. Except as otherwise provided in this Agreement, the Authority and the City shall each pay its own legal fees; provided, however, that, the Authority shall require the Redeveloper to sign a Funding Agreement and a Development Agreement between the Authority and the Redeveloper and such agreement(s) shall require the Redeveloper, upon acquisition of the City Lots, to reimburse the Authority and the City all costs, including Costs of Sale incurred in connection with the Closing on the conveyance of the City Lots by the City to the Authority and the cost of conveyance of the City Lots by the Authority to the Redeveloper.

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

3.8. Title Commitment and Survey for City Lots.

(a) Title Commitment. Within thirty (30) calendar days after the Effective Date, Authority shall cause the Title Company to furnish to the Authority a current commitment and legible copies of all Schedule B exception documents (the "Title Commitment") for an ALTA Extended Coverage Owner's Policy of Title Insurance (Form B 1992) with respect to the City Lots. The Title Commitment shall describe the City Lots, name the Authority to be insured thereunder and commit to insure good and marketable fee simple title in the Authority or its designee upon recording of the Deed, in the amount of the Purchase Price, or such other amount as the Authority may require.

(b) Survey. Within sixty (60) calendar days after the Effective Date, the City shall provide to the Authority copies of all existing surveys of all or any part of the City Lots that the City has available to it. The City is not required to have any other survey of any of the City Lots performed. The Authority may, but is not obligated to, obtain a survey of the City Lots from a surveyor licensed in Missouri. If the Authority elects to obtain a survey, the Authority shall provide a copy of the survey to the City within ten (10) calendar days after its completion.

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

3.9. Condition of City Lots. The Authority shall acquire the City Lots from the City in its then current physical condition and state of repair, "As Is." The City makes NO

REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER RELATING TO THE ACQUIRED CITY LOTS, either express or implied, including, without limitation, any implied warranty of condition or fitness for any particular purpose, or any representation or warranty relating to any defects, hidden, latent or otherwise, all such warranties being expressly WAIVED by the Authority.

3.10. Sale of City Lots to Redeveloper. The PIEA shall select the Redeveloper in accordance with Section 1.1(f) above.

3.11. Purchase Agreement with Redeveloper. Following the execution of the Purchase Agreement with the Redeveloper, the Authority will convey title to the City Lots to the Redeveloper as follows:

(a) The Authority will require that the Redeveloper demonstrate financing for the Project.

(b) The Redeveloper will have met with the impacted taxing jurisdictions and neighborhoods of record that include the Downtown Neighborhood Association Development Committee and the Crossroads Community Association, which meetings included presentations on the Project, the Redevelopment Plan and incentives sought by the Redeveloper. This will have occurred prior to transfer of the City Lots to the PIEA and prior to PIEA consideration of abatement incentives.

(c) The incentives to be considered for the Redeveloper will have been reviewed by the Economic Development Corporation and financial consultant as required under the City's AdvanceKC policy.

(d) The Authority shall assess the Fair Market Value of the City Lots to the Redeveloper. The Authority shall provide the Redeveloper the following options:

- i. The City Lots may be conveyed to the Redeveloper as a form of incentives to the project in lieu of incentives actually remitted to the Redeveloper in the amount of the Fair Market Value of the City Lots which shall be evaluated by the AdvanceKC consultant pursuant to the Universal Application for AdvanceKC; or
- ii. The Redeveloper may make a payment to the Authority in the amount of the Fair Market Value. If the Redeveloper elects to make a payment to the Authority, the Authority shall transfer the amount paid to the City within 30 days of receipt.

(e) The Authority and the Redeveloper will enter into the Purchase Agreement which includes normal due diligence, title insurance, and a sale of the City Lots on an as-is basis.

(f) The Redeveloper and the PIEA will remove those title impairments, third-party easements and other encumbrances reasonably required for the Project at the expense of the Redeveloper.

(g) The PIEA and the Redeveloper will work with the City to assure continued access to all City infrastructure under the Main Street Viaduct, or within the footprint of the project site, including by relocation if necessary, and the establishment of any utility easements deemed necessary and consistent with the Project.

(h) The Redeveloper will be required to pay for all costs of Closing, title insurance, survey, and environmental due diligence, including reimbursement of all prior costs, Costs of Sale and any costs associated with relocation of utilities or City infrastructure.

(i) The Authority will notify the City, pursuant to the Redevelopment Contract, that the Redeveloper is in a position to develop the Project and acquire the City Lots.

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

3.13 Special Incentives for Speculative Office.

(a) If the Authority selects a Redeveloper whose redevelopment project includes construction of net new Class A office space, the project would be eligible for redirection of up to 75% of the economic activity taxes generated by the project as long as at least the greater of 30% or 300 of the new jobs created by the project will employ Kansas City, Missouri residents and/or generate net new taxes to the City, to the extent permitted by Missouri law and City policies, including approval by the City Council. For the purposes of this Agreement, Class A office space shall mean a newly constructed office building consisting of high-quality finishes and fixtures, advanced technological capabilities and environmental efficiencies, a superior HVAC system and varied tenant amenities.

(b) The Authority will cooperate with the City in preparing and executing any necessary contractual instruments necessary to convey such benefits to an eligible Redeveloper in conjunction with the project. Notwithstanding anything in this Agreement to the contrary, the Parties agree that any and all incentives that may be extended to the Redeveloper will be done under a separate agreement and will be extended consistent with the City's AdvanceKC economic incentives policies and procedures and compliance with statutory processes.

ARTICLE IV
CONDITIONS PRECEDENT TO PARTIES' OBLIGATIONS FOR SALE AND
PURCHASE OF CITY LOTS

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

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

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

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

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

(e) The City shall have executed and delivered to the Authority such bills of sale, assignments and other instruments of transfer and conveyance (in form and substance reasonably satisfactory to counsel for the Authority) as shall be necessary or desirable to convey title to all of the personal property located on the City Lots;

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

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

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

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

(a) The Authority's representations and warranties contained in this Agreement shall be true at the time such performance by the City is due as though such representations and

warranties were made at such time and as if made with respect to events and transactions which have occurred since the Effective Date and on or before the date such performance by the City is due;

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

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

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

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

ARTICLE V **TERMINATION AND REMEDIES**

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

(a) By mutual consent of the parties hereto;

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

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

5.2. Rights and Remedies Are Cumulative. The right of termination, as granted to the parties under Section 5.1. above, shall be in addition to, and not in lieu of, any other legal or equitable remedy which the terminating party may have for or in respect of any breach of the obligations hereunder or failure to satisfy a condition to its obligations hereunder by the other party hereto.

5.3. Inaction – Not a Waiver of Failure to Act. Any failures or delays by either party in asserting any of its rights and remedies as to any failure of the other party to act shall not operate as a waiver of any such failure or of any such rights or remedies, or deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert

or enforce any such right or remedies; except to the extent barred by an applicable statute of limitations.

ARTICLE VI

GENERAL PROVISIONS

6.1. Enforced Delay; Extension of Times of Performance.

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

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

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

6.2. Non-liability of Consultants, Commissioners, Officers and Employees of the City and the Authority. No consultant, commissioner, officer or employee of either party shall be personally liable to the other party, or any successor in interest, pursuant to the provisions of this Agreement, nor for any default or breach by any party under the terms of this Agreement.

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

6.4. Effect of Representations and Warranties. The representations, warranties, covenants and agreements made in this Agreement or any certificate, exhibit or instrument delivered pursuant to this Agreement or in connection with the transactions contemplated hereby shall be deemed representations, warranties, covenants and agreements hereunder as though made herein or therein. Neither (a) the consummation of the transactions contemplated hereby, (b) the delay or omission of a party to exercise any of its rights hereunder, nor (c) any investigation or disclosure that any party makes or any knowledge that any party obtains as a result thereof or otherwise shall affect the liability of the parties to one another for breaches of this Agreement or prevent any party from relying on the representations and warranties contained herein.

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

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

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

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

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

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

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

6.12. Notice. All notices, demands, consents and requests (each a "Notice") permitted or required by this Agreement shall be in writing and shall be served either personally or by certified mail, or by any other delivery service which obtains a receipt for delivery unless any such Notice is required by law and such law provides a different form of delivery or service. Any such Notice served personally shall be delivered to the party being served (provided such Notice may be delivered to the receptionist or any other person apparently in charge of such party's office at its address hereinafter set forth), and shall be deemed complete upon the day of actual delivery or attempted delivery, as shown by an affidavit of the person so delivering such Notice. Any Notice so served by certified mail shall be deposited in the United States Mail with postage thereon fully

prepaid and addressed to the parties so to be served at its address hereinafter stated, and service of any such Notice by certified mail shall be deemed complete on the date of actual or attempted delivery as shown by the certified mail receipt. Service of any such Notice by another delivery service shall be deemed complete upon the date of delivery as shown on the receipt obtained by such delivery service.

Notices shall be addressed as follows:

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

With a copy to: City Attorney
City Hall, 28th Floor
414 East 12th Street
Kansas City, Missouri 64106

If to the Authority: Planned Industrial Expansion Authority of Kansas City, Missouri
Attn: David Macoubrie, Executive Director
Economic Development Corporation
300 Wyandotte, Suite 400
Kansas City, Missouri 64105

With a copy to: Benton Lloyd Chung LLC
Attn: Shamari Benton, Peter Chung
3770 Broadway Blvd.
Kansas City, Missouri 64111

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

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

6.14. Jurisdiction. EACH PARTY IRREVOCABLY SUBMITS TO PERSONAL JURISDICTION IN MISSOURI AND ANY COURT IN JACKSON COUNTY, MISSOURI, IF EITHER PARTY DECIDES TO INITIATE LEGAL OR EQUITABLE PROCEEDINGS CONCERNING THIS AGREEMENT, PROVIDED SUCH COURT HAS SUBJECT MATTER JURISDICTION OVER THE MATTER AND CONTROVERSY FOR THE ENFORCEMENT OF A PARTY'S OBLIGATIONS UNDER THIS AGREEMENT, AND EACH PARTY WAIVES ANY AND ALL RIGHTS UNDER THE LAW OF ANY OTHER STATE TO OBJECT TO

JURISDICTION WITHIN MISSOURI FOR THE PURPOSES OF LITIGATION TO ENFORCE ITS OBLIGATIONS UNDER THIS AGREEMENT.

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

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

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

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

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

[Signature Page Follows]

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

CITY OF KANSAS CITY, MISSOURI

By: _____

Dated: _____, 2021

Approved as to form:

Assistant City Attorney

**PLANNED INDUSTRIAL EXPANSION AUTHORITY
OF KANSAS CITY, MISSOURI**

By: _____
Tom Porto, Chairman

Dated: _____, 2021

Exhibit 1

Legal Description of the City Lots

Exhibit 2

Site Map

Needs to show City Lots and Label them.