

FOURTH AMENDMENT TO REAL ESTATE SALE CONTRACT

This Fourth Amendment to Real Estate Sale Contract (“**Fourth Amendment**”) is made effective as of August __, 2024 (the “**Effective Date**”), by and among **THE CITY OF KANSAS CITY, MISSOURI**, a constitutional charter city and political subdivision duly organized and existing under the laws of the State of Missouri, (“**Seller**” or “**City**”), **TIFFANY SPRINGS LOGISTICS, LLC**, a Missouri limited liability company (“**TSL**”) and **RENNER 113 TIFFANY SPRINGS LOGISTICS SPE, LLC**, a Missouri limited liability company (“**Renner**”).

WHEREAS, Seller and TSL entered into that certain Real Estate Sale Contract dated as of June 27, 2023, as amended by that certain First Amendment to Real Estate Sale Contract dated as of December 5, 2023, as amended by that certain Second Amendment to Real Estate Sale Contract dated as of March 27, 2024, and as further as amended by that certain Third Amendment to Real Estate Sale Contract dated as of June 27, 2024 (collectively, the “**Agreement**”), in connection with the purchase of certain real property located in Kansas City, Platte County, Missouri (the “**Property**”) (as more particularly described in the Agreement);

WHEREAS, in connection with the purchase of the Property, TSL agreed to convey to the City Parcel B (as defined in the Agreement);

WHEREAS, the legal description for Parcel B has been revised as set forth herein;

WHEREAS, a portion of Parcel B is owned by Renner and a portion of Parcel B is owned by TSL, and TSL and Renner intend that they shall each convey their applicable portion of Parcel B;

WHEREAS, a portion of the Property shall be conveyed to TSL and a portion of the Property shall be conveyed to Renner;

WHEREAS, Seller, TSL and Renner have agreed to amend the Agreement to make Renner a party to the Agreement, to revise the legal description of Parcel B, and to adjust the Purchase Price payment allocation as more particularly set forth herein; and

WHEREAS, the parties have agreed to modify the Agreement in accordance with the terms and provisions set forth herein.

NOW, THEREFORE, for good and valuable consideration, Seller and Buyer agree as follows:

1. Terms. Capitalized terms used and not otherwise defined or modified herein shall have the same meanings ascribed to such terms as set forth in the Agreement.

2. Buyer. All references to “Buyer” or “TSL” as set forth in the Agreement shall mean TSL and Renner, jointly and severally, and Renner is hereby made a part to the Agreement as Buyer, jointly and severally with TSL.

3. The parties hereby agree that Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Buyer acknowledges that the Property will be transferred subject to easements and other encumbrances of record.”

4. Purchase Price. The parties hereby agree that the first paragraph of Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

“PURCHASE PRICE: The total purchase price is Three Hundred Sixty-Two Thousand and No/100 Dollars (\$362,000.00), which Buyer agrees to pay as follows: (i) Seven Thousand and No/100 Dollars (\$7,000.00) which was paid by TSL to the City on the execution of this Contract as earnest money (“**Earnest Money**”), which the parties agree has been deposited with to City and City shall retain those funds, (ii) Sixty-Eight Thousand Eight Hundred Fifty-Four and No/100 Dollars (\$68,854.00) to be paid in cash by Buyer at Closing, and (iii) the remaining Two Hundred Eighty-Six Thousand One Hundred Forty-Six and No/100 Dollars (\$286,146.00) to be satisfied by Buyer’s conveyance to the City via special warranty deeds from each of TSL and Renner (separately and collectively, the “**Parcel B Deed**”) of the real property consisting of an aggregate of approximately 8.211 acres, located within City’s limits between NW Prairie View Road to N. Amity Avenue (collectively, “**Parcel B**”), as legally described in **Exhibit B** attached hereto, subject to the conditions set forth below in Subsections A – D, which will be conveyed pursuant to the City’s acceptance of the Parcel B Deed pursuant to Ordinance _____. Each of Renner and TSL shall convey their applicable portion of Parcel B. **Buyer shall be responsible for all closing costs for both the Property and Parcel B, including title insurance premium, if applicable, and shall not look to City to participate in paying any costs of closing.**

TSL and Renner shall be jointly responsible for the payment of the Purchase Price to the City, however Buyer shall determine the division of the Purchase Price obligation as between TSL and Renner.”

5. The parties hereby agree that Section 7 of the Agreement shall be deleted in its entirety and replaced with the following:

“Buyer may obtain an owner’s ALTA title insurance policy or policies insuring marketable fee simple title in TSL or Renner, as applicable, in the allocated amount of the purchase price as of the time and date of recordation of City’s special warranty deeds in the forms attached as **Exhibit C** (separately and collectively, the “**Property Deed**”), AS IS and WITH ALL FAULTS, except for the warranty of title set forth in the Property Deed. City shall not have any obligation to rectify any exceptions to title.”

6. Exhibit B. The parties hereby agree that Exhibit B of the Agreement is hereby deleted in its entirety and replaced with **Exhibit B** attached hereto.

7. Exhibit C. The parties hereby agree that Exhibit C of the Agreement is hereby deleted in its entirety and replaced with **Exhibit C-1** and **Exhibit C-2** attached hereto.

8. Exhibit D. The parties hereby agree that Exhibit D of the Agreement is hereby deleted in its entirety and replaced with **Exhibit D-1** and **Exhibit D-2** attached hereto.

9. Counterparts; Conflicts. This Fourth Amendment may be executed in multiple counterparts, which taken together shall constitute one and the same instrument and any one of the parties hereto may execute this Fourth Amendment by signing such counterpart. Copies of this Fourth Amendment bearing the signatures of Buyer and Seller shall be as binding as originals. In the event of any inconsistency between the terms of the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control.

10. Agreement Binding. Except as expressly amended hereby, the Agreement shall remain in full force and effect and fully binding upon the parties hereto.

[The remainder of this page is intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, City and Buyer execute this Fourth Amendment as of the Effective Date.

TIFFANY SPRINGS LOGISTICS, LLC,
a Missouri limited liability company

By: BK Properties, LLC, Manager

By: _____
Kenneth G. Block

Title: Trustee of the Kenneth G. Block Trust,
dated January 11, 1991, as amended, Sole
Member and Manager

Address: Tiffany Springs Logistics, LLC
c/o Ken Block
Block Real Estate Services, LLC
4622 Pennsylvania, Ste. 700
Kansas City, MO 64112

THE CITY OF KANSAS CITY, MISSOURI,
a constitutional charter city and political
subdivision duly organized and existing under the
laws of the State of Missouri

By: _____
Christopher Cotton

Title: Director, Parks and Recreation Department

Address: 4600 E. 63rd Street
Kansas City, MO 64130

Approved as to form:

By: _____
Abigail Judah, Assistant City Attorney

RENNER 113 TIFFANY SPRINGS SPE, LLC,
a Missouri limited liability company

By: BK Properties, LLC, Manager

By: _____
Kenneth G. Block

Title: Trustee of the Kenneth G. Block Trust,
dated January 11, 1991, as amended, Sole
Member and Manager

Address: Renner 113 Tiffany Springs SPE, LLC
c/o Ken Block
Block Real Estate Services, LLC
4622 Pennsylvania, Ste. 700
Kansas City, MO 64112

EXHIBIT B

Legal Description of Parcel B

A strip of land situated in a portion the Southwest Quarter of Section 36, Township 52 North, Range 34 West in the City of Kansas City, Platte County, Missouri and lying between the West line of the Southwest Quarter of said Section 36 and Westerly of the Westerly right-of-way line of U.S. Interstate Highway Route No 29 as now established. Said strip of land being now more particularly described as follows:

Commencing at the Northwest corner of the Southeast Quarter (Center of Section) of Section 35, Township 52 North, Range 34 West; thence S 00°31'50" W along the West line of the Southeast Quarter of said Section 35, a distance of 1,223.64 feet; thence S 89°28'10" E, perpendicular to the last described course, a distance of 30.00 feet to a point on the East right-of-way line of N Amity Avenue as now established; thence continuing S 89°28'10" E along the last described course, a distance of 2,043.82 feet; thence Easterly and Northeasterly along a curve to the left, tangent to the last described curve, having a radius of 1,560 feet and a central angle of 19°17'41", an arc length of 525.34 feet; thence N 71°14'09" E, tangent to the last described curve, a distance of 13.93 feet; thence Northeasterly along a curve to the right, tangent to the last described course, having a radius of 5,570 feet and a central angle of 00°31'15", an arc length of 50.63 feet to a point on the West line of the Southwest Quarter of aforesaid Section 36, said point being 1152.18 feet South of the West Quarter Corner of said Section 36 as measured along the West line thereof, being also the Point of Beginning of the strip of land to be herein described; thence continuing Northeasterly along the last described curve, having a radius of 5,570 feet and a central angle of 09°03'46", an arc length of 881.04 feet to a point of curvature; thence N 80°49'10" E, tangent to the last described curve, a distance of 296.69 feet to a point on the Southerly prolongation of the West line of Lot 1, DRURY INNS, a subdivision in said City, County and State recorded September 17, 1997 in the Office of the Recorder of Deeds for said County and State as Document No. 0012788 in Plat Book 19 at Page 16; thence N00°00'01"W (N00°01'16"E, Plat) along the Southerly prolongation of the West line of said Lot 1, a distance of 26.83 feet to the Southwest corner of said Lot 1, being also a point on the Northerly right-of-way line of Tiffany Springs Parkway as set forth on said DRURY INNS subdivision; thence Easterly and Northeasterly along the Southerly line of said Lot 1, being also along the Northerly right-of-way line of said Tiffany Springs Parkway, being now along a curve to the left having an initial tangent bearing of N87°19'04"E (N87°20'21"E, Plat), a radius of 1,010 feet and a central angle of 23°34'09", an arc length of 433.10 feet to the Southeast corner of said Lot 1, being also a point on the Westerly right-of-way line of aforesaid U.S. Interstate Highway Route No 29; thence S 25°06'03" E, not tangent to the last described curve, being now along the Westerly right-of-way line of said U.S. Interstate Highway Route No 29, a distance of 120.08 feet to the most North, Northeast corner of Lot 1, EXECUTIVE HILLS NORTH, 6TH PLAT, a subdivision in said City, County and State recorded March 29, 1988 in the Office of the Recorder of Deeds for said County and State as Document No. 002676 in Plat Book 17 at Page 267, being also a point on the Southerly right-of-way line of Tiffany Springs Parkway as set forth on said EXECUTIVE HILLS NORTH, 6TH PLAT subdivision; thence Southwesterly along the Northerly line of the last said Lot 1 and along the Southwesterly prolongation of the Northerly line thereof, being also along the Southerly right-of-way line of said Tiffany Springs Parkway, being now along a curve to the right having an initial tangent bearing of S 62°58'38" W (S 62°59'55" W, Plat), a radius of 1,130 feet and a central angle of 17°43'19", an arc length of 349.51 feet to the Northwest corner of the last said Lot 1; thence N00°17'13"W (N00°13'33"W, Plat) departing from the Southerly right-of-way line of said Tiffany Springs Parkway, being now along the Northerly extension of the West line of the last said Lot 1, a distance of 20.25 feet; thence Southwesterly along a curve to the right,

not-tangent to the last described course, having an initial tangent bearing of S80°32'07"W, a radius of 1,110 feet and a central angle of 00°17'03", an arc length of 5.51 feet; thence S 80°49'10" W, tangent to the last described curve, a distance of 415.29 feet; thence Southwesterly along a curve to the left, tangent to the last described course, having a radius of 5,490 feet and a central angle of 09°20'47", an arc length of 895.54 feet to a point on the West line of the Southwest Quarter of said Section 36; thence N 00°29'56" E, along the West line of the Southwest Quarter of said Section 36, a distance of 84.55 feet to the Point of Beginning.

Containing 147,023 square feet or 3.375 acres, more or less.

AND

A strip of land situated in a portion the Southeast Quarter of Section 35, Township 52 North, Range 34 West in the City of Kansas City, Platte County, Missouri and lying between the East right-of-way line of N Amity Avenue, as now established and the East line of the Southeast Quarter of said Section 35. Said strip of land being now more particularly described as follows:

Commencing at the Northwest corner of the Southeast Quarter (Center of Section) of aforesaid Section 35; thence S 00°31'50" W along the West line of the Southeast Quarter of said Section 35, a distance of 1,223.64 feet; thence S 89°28'10" E, perpendicular to the last described course, a distance of 30.00 feet to a point on the East right-of-way line of aforesaid N Amity Avenue and the Point of Beginning of the strip of land to be herein described; thence continuing S 89°28'10" E along the last described course, a distance of 2,043.82 feet; thence Easterly and Northeasterly along a curve to the left, tangent to the last described course, having a radius of 1,560 feet and a central angle of 19°17'41", an arc length of 525.34 feet; thence N 71°14'09" E, tangent to the last described curve, a distance of 13.93 feet; thence Northeasterly along a curve to the right, tangent to the last described curve, having a radius of 5,570 feet and a central angle of 00°31'15", an arc length of 50.63 feet, to a point on the East line of the Southeast Quarter of said Section 35, said point being 1152.18 feet South of the East Quarter Corner of said Section 35 as measured along the East line thereof; thence S 00°29'56" W, along the East line of said Southeast Quarter, a distance of 84.55 feet; thence Southwesterly along a curve to the left, departing the East line of said Southeast Quarter, said curve having an initial tangent bearing of S 71° 28' 23" W, a radius of 5490.00 feet and a central angle of 00°14'14", an arc length of 22.74 feet; thence S 71°14'09" W, tangent to the last described curve, a distance of 13.93 feet; thence Southwesterly, and Westerly along a curve to the right, tangent to the last described course, having a radius of 1,640 feet and a central angle of 19°17'41", an arc length of 552.28 feet; thence N 89°28'10" W, tangent to the last described curve, a distance of 2,043.82 feet to a point on the East right-of-way line of said N Amity Avenue; thence N 00°31'50" E, along the East right-of-way line of said N Amity Avenue, perpendicular to the last described course and being 30 feet East of and parallel with the West line of the Southeast Quarter of said Section 35, a distance of 80.00 feet to the Point of Beginning.

Containing 210,660 square feet or 4.836 acres, more or less.

EXHIBIT C-1

Special Warranty Deed

THIS SPACE FOR RECORDER'S USE ONLY

Name of Document: SPECIAL WARRANTY DEED

Grantor: THE CITY OF KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, with an address at 414 E. 12th Street, 17th Floor, Kansas City, Missouri 64106

Grantee(s): TIFFANY SPRINGS LOGISTICS, LLC, a Missouri limited liability company, with an address of 4622 Pennsylvania, Ste., 700, Kansas City, Missouri 64112

Date of Document: As of _____, 2024

Statutory Recording Reference:

Legal Description: See Pages 2-3

SPECIAL WARRANTY DEED

THIS INDENTURE is made this ____ day of _____, 2024 by and between **THE CITY OF KANSAS CITY, MISSOURI**, a constitutional charter city and political subdivision duly organized and existing under the laws of the State of Missouri (“**GRANTOR**”), and **TIFFANY SPRINGS LOGISTICS, LLC**, a Missouri limited liability company, with an address of 4622 Pennsylvania, Ste., 700, Kansas City, Missouri 64112 (“**GRANTEE**”).

WITNESSETH, THAT GRANTOR, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents, SELL AND CONVEY unto Grantee, and its successors and assigns, the following real property situated in the County of Platte, to wit:

A tract of land 120.00 feet wide across the SE 1/4 of Section 35, T52N, R34W of the 5th P.M., Kansas City, Platte County, Missouri, said tract being 60.00 feet in width on each side of the following described centerline: Commencing at the northeast corner of said SE 1/4; thence S0°-29’-52”W (all bearings herein are referenced to the City of Kansas City, Missouri independent grid system) on the east line of said SE 1/4, 726.52 feet to the point of beginning; thence N90°-00’-00”W, 100.00 feet to a point of curvature; thence southwesterly on a curve to the left (said curve having a radius of 1830.00 feet, chord bearing S83°-45’-00”W, chord distance 398.45 feet) an arc distance of 399.24 feet to a point of tangency; thence S77°-30’-00”W, 125.00 feet to a point of curvature; thence westerly on a curve to the right (said curve having a radius of 1130.00 feet, chord bearing N90°-00’-00”W, chord distance 489.15 feet) an arc distance of 493.06 feet to a point of tangency; thence N77°-30’-00”W, 500.00 feet to a point of curvature; thence continuing northwesterly on a curve to the left (said curve having a radius of 1130.00 feet, chord bearing N87°-30’-00”W, chord distance 392.44 feet) an arc distance of 394.44 feet to a point of tangency; thence S82°-30’-00”W, 125.00 feet to a point of curvature; thence continuing southwesterly on a curve to the right (said curve having a radius of 2800.00 feet, chord bearing S86°-15’-00”W, chord distance 366.26 feet) an arc distance of 366.52 feet to a point of tangency; thence N90°-00’-00”W, 173 feet more or less to a point on the west line of said SE 1/4, said point being approximately 697 feet south of the northwest corner of said SE 1/4. (Said tract contains 7.37 acres.). (the “**Property**”).

Subject to building lines, easements, reservation, restrictions, covenants, and conditions of record, if any, and to any zoning law or ordinance affecting the herein property described. TO HAVE AND TO HOLD the Property with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining, unto the Grantee and unto Grantee’s heirs, successors and assigns, FOREVER; the Grantor covenants that the Property is free and clear from any encumbrance done or suffered by Grantor except as herein provided; and that Grantor will warrant and defend the title to the Property unto Grantee and unto Grantee’s heirs, successors and assigns FOREVER against the lawful claims and demands of all persons claiming under Grantor, except as herein provided.

[Remainder of page intentionally left blank. Signature to appear on following page.]

Acceptance of Property

Grantee acknowledges (a) that Grantee or Grantee’s representative, has conducted whatever inspections of the Property that Grantee has deemed appropriate; (b) that by acceptance of the foregoing Special Warranty Deed, Grantee takes the Property “as is” and “where is”; and (c) that Grantee hereby waives any and all claims that it has or may have in the future against the Grantor, its officers, employees, volunteers, agents, representatives, successors and assigns (who are collectively referred to in the rest of this document as the “Releasees”) and release the Releasees from any and all liability for any loss, damage, expense or injury that Grantee may suffer as a result of conditions on the Property as such conditions existed on or before the date Grantee accepted delivery of the foregoing Special Warranty Deed, to the extent such loss, damage, expense or injury is not the result of intentional or willful acts of such Releasees.

GRANTEE: Tiffany Springs Logistics, LLC

By:
Its:

ACKNOWLEDGMENT

STATE OF _____)
)ss
COUNTY OF _____)

On this _____ day of _____, 2024, before the undersigned, Notary Public, personally appeared _____ and being duly sworn, did say that he/she is the _____ of Tiffany Springs Logistics, LLC, a Missouri limited liability company, whose name is subscribed to on the foregoing Acceptance of Property and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires: _____

EXHIBIT C-2

Special Warranty Deed

THIS SPACE FOR RECORDER'S USE ONLY

Name of Document: SPECIAL WARRANTY DEED

Grantor: THE CITY OF KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, with an address at 414 E. 12th Street, 17th Floor, Kansas City, Missouri 64106

Grantee(s): RENNER 113 TIFFANY SPRINGS LOGISTICS SPE LLC, a Missouri limited liability company, with an address of 4622 Pennsylvania, Ste., 700, Kansas City, Missouri 64112

Date of Document: As of _____, 2024

Statutory Recording Reference:

Legal Description: See Page 2

SPECIAL WARRANTY DEED

THIS INDENTURE is made this ____ day of _____, 2024 by and between **THE CITY OF KANSAS CITY, MISSOURI**, a constitutional charter city and political subdivision duly organized and existing under the laws of the State of Missouri (“**GRANTOR**”), and **RENNER 113 TIFFANY SPRINGS LOGISTICS SPE LLC**, a Missouri limited liability company, with an address of 4622 Pennsylvania, Ste., 700, Kansas City, Missouri 64112 (“**GRANTEE**”).

WITNESSETH, THAT GRANTOR, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents, SELL AND CONVEY unto Grantee, and its successors and assigns, the following real property situated in the County of Platte, to wit:

Part of the SW 1/4 of Section 36, T52N, R34W of the 5th P.M., Kansas City, Platte County, Missouri, described as follows: Commencing at median centerline station 575+60 of Interstate Highway #29 equal centerline station 51+00 of Tiffany Springs Parkway; thence S60°-31'-14"W (all bearings herein are referenced to the City of Kansas City, Missouri independent gird system) on the centerline of said parkway, 610.00 feet to a point of curvature; thence continuing southwesterly on a 4' curve to the right of said centerline, 110.00 feet to a point on the westerly right-of-way line of Interstate Highway #29 and the point of beginning; thence N25°-04' -46"W on said westerly right-of-way line, 68.41 feet; thence southwesterly on a curve to the right (said curve having a radius of 1010.00 feet, initial tangent bearing S62°-46'-12"W, chord bearing S86°-23'-06"W, chord distance 809.19 feet) an arc distance of 832.56 feet to a point of tangency; thence N70° 00'-00"W, 102.81 feet to a point of curvature; thence northwesterly on a curve to the left (said curve having a radius of 1790.00 feet chord bearing N80°-00'-00"W, chord distance 621.66 feet) an arc distance of 624.83 feet to a point of tangency; thence N90°-00'-00"W, 42.29 feet to a point on the west line of the SW 1/4 of said Section 36, said point being S0°-29' -52"W, 666.52 feet from the northwest corner of said SW 1/4; thence S0°-29'-52"W on the west line of said SW 1/4; 120.00 feet; thence S90°-00'-00"E, 43.33 feet to a point of curvature; thence southeasterly on a curve to the right (said curve having a radius of 1670.00 feet, chord bearing S80°-00'-00"E, chord distance 579.98 feet) an arc distance of 582.94 feet to a point of tangency; thence S70°-00'-00"E, 102.81 feet to a point of curvature; thence northeasterly on a curve to the left (said curve having a radius of 1130.00 feet, chord bearing N80°-29'-57"E, chord distance 901.20 feet) an arc distance of 926.97 feet to the westerly right-of-way line of Interstate Highway 029; thence N25°-04'- 46"W, on said right-of-way, 51.67 feet to the point of beginning (said tract contains 4.488 acres) (the "**Property**").

Subject to building lines, easements, reservation, restrictions, covenants, and conditions of record, if any, and to any zoning law or ordinance affecting the herein property described. TO HAVE AND TO HOLD the Property with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining, unto the Grantee and unto Grantee's heirs, successors and assigns, FOREVER; the Grantor covenants that the Property is free and clear from any encumbrance done or suffered by Grantor except as herein provided; and that Grantor will warrant and defend the title to the Property unto Grantee and unto Grantee's heirs, successors and assigns FOREVER against the lawful claims and demands of all persons claiming under Grantor, except as herein provided.

EXHIBIT D-1

Special Warranty Deed

THIS SPACE FOR RECORDER'S USE ONLY

Name of Document: SPECIAL WARRANTY DEED

Grantor: TIFFANY SPRINGS LOGISTICS, LLC, a Missouri limited liability company, with an address of 4622 Pennsylvania, Ste., 700, Kansas City, Missouri 64112

Grantee(s): THE CITY OF KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, with an address at 414 E. 12th Street, 17th Floor, Kansas City, Missouri 64106

Date of Document: As of _____, 2024

Statutory Recording Reference:

Legal Description: See Exhibit A attached hereto.

SPECIAL WARRANTY DEED

THIS INDENTURE is made this ____ day of _____, 2024 by and between **TIFFANY SPRINGS LOGISTICS, LLC**, a Missouri limited liability company (“**GRANTOR**”), and **THE CITY OF KANSAS CITY, MISSOURI**, a constitutional charter city and political subdivision duly organized and existing under the laws of the State of Missouri, with an address of 414 E. 12th Street, 17th Floor, Kansas City, Missouri 64106 (“**GRANTEE**”).

WITNESSETH, THAT GRANTOR, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents, **SELL AND CONVEY** unto Grantee, and its successors and assigns, for roadway purposes only, the following real property situated in the County of Platte, as more specifically described in Exhibit A attached hereto (“**Property**”).

Subject to building lines, easements, reservation, restrictions, covenants, and conditions of record, if any, and to any zoning law or ordinance affecting the herein property described. **TO HAVE AND TO HOLD** the Property with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining, unto the Grantee and unto Grantee’s heirs, successors and assigns, **FOREVER**; the Grantor covenants that the Property is free and clear from any encumbrance done or suffered by Grantor except as herein provided; and that Grantor will warrant and defend the title to the Property unto Grantee and unto Grantee’s heirs, successors and assigns **FOREVER** against the lawful claims and demands of all persons claiming under Grantor, except as herein provided.

[Remainder of page intentionally left blank. Signature to appear on following page.]

IN WITNESS WHEREOF, Grantor has executed these presents as of the day and year first above written.

GRANTOR: Tiffany Springs Logistics, LLC

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____)

)ss

COUNTY OF _____)

On this _____ day of _____, 2024, before the undersigned, Notary Public, personally appeared _____ and being duly sworn, did say that he/she is the _____ of Tiffany Springs Logistics, LLC, a Missouri limited liability company, who executed the foregoing Special Warranty Deed and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires: _____

Acceptance of Property

Grantee acknowledges (a) that Grantee or Grantee's representative, has conducted whatever inspections of the Property that Grantee has deemed appropriate; (b) that by acceptance of the foregoing Special Warranty Deed, Grantee takes the Property "as is" and "where is"; and (c) that Grantee hereby waives any and all claims that it has or may have in the future against the Grantor, its officers, employees, volunteers, agents, representatives, successors and assigns (who are collectively referred to in the rest of this document as the "Releasees") and release the Releasees from any and all liability for any loss, damage, expense or injury that Grantee may suffer as a result of conditions on the Property as such conditions existed on or before the date Grantee accepted delivery of the foregoing Special Warranty Deed, to the extent such loss, damage, expense or injury is not the result of intentional or willful acts of such Releasees. Grantee has accepted the foregoing Special Warranty Deed in accordance with Ordinance No. _____.

GRANTEE: CITY OF KANSAS CITY, MISSOURI
By and Through its Parks and Recreation Department

Brian Platt, City Manager for the City of Kansas City, Missouri

Exhibit A to Special Warranty Deed

Legal Description

A strip of land situated in a portion the Southeast Quarter of Section 35, Township 52 North, Range 34 West in the City of Kansas City, Platte County, Missouri and lying between the East right-of-way line of N Amity Avenue, as now established and the East line of the Southeast Quarter of said Section 35. Said strip of land being now more particularly described as follows:

Commencing at the Northwest corner of the Southeast Quarter (Center of Section) of aforesaid Section 35; thence S 00°31'50" W along the West line of the Southeast Quarter of said Section 35, a distance of 1,223.64 feet; thence S 89°28'10" E, perpendicular to the last described course, a distance of 30.00 feet to a point on the East right-of-way line of aforesaid N Amity Avenue and the Point of Beginning of the strip of land to be herein described; thence continuing S 89°28'10" E along the last described course, a distance of 2,043.82 feet; thence Easterly and Northeasterly along a curve to the left, tangent to the last described course, having a radius of 1,560 feet and a central angle of 19°17'41", an arc length of 525.34 feet; thence N 71°14'09" E, tangent to the last described curve, a distance of 13.93 feet; thence Northeasterly along a curve to the right, tangent to the last described course, having a radius of 5,570 feet and a central angle of 00°31'15", an arc length of 50.63 feet, to a point on the East line of the Southeast Quarter of said Section 35, said point being 1152.18 feet South of the East Quarter Corner of said Section 35 as measured along the East line thereof; thence S 00°29'56" W, along the East line of said Southeast Quarter, a distance of 84.55 feet; thence Southwesterly along a curve to the left, departing the East line of said Southeast Quarter, said curve having an initial tangent bearing of S 71° 28' 23" W, a radius of 5490.00 feet and a central angle of 00°14'14", an arc length of 22.74 feet; thence S 71°14'09" W, tangent to the last described curve, a distance of 13.93 feet; thence Southwesterly, and Westerly along a curve to the right, tangent to the last described course, having a radius of 1,640 feet and a central angle of 19°17'41", an arc length of 552.28 feet; thence N 89°28'10" W, tangent to the last described curve, a distance of 2,043.82 feet to a point on the East right-of-way line of said N Amity Avenue; thence N 00°31'50" E, along the East right-of-way line of said N Amity Avenue, perpendicular to the last described course and being 30 feet East of and parallel with the West line of the Southeast Quarter of said Section 35, a distance of 80.00 feet to the Point of Beginning.

Containing 210,660 square feet or 4.836 acres, more or less.

EXHIBIT D-2

Special Warranty Deed

THIS SPACE FOR RECORDER'S USE ONLY

Name of Document: SPECIAL WARRANTY DEED

Grantor: RENNER 113 TIFFANY SPRINGS LOGISTICS SPE, LLC,
a Missouri limited liability company, with an address of 4622
Pennsylvania, Ste. 700, Kansas City, Missouri 64112

Grantee(s): THE CITY OF KANSAS CITY, MISSOURI, a municipal
corporation of the State of Missouri, with an address at 414 E.
12th Street, 17th Floor, Kansas City, Missouri 64106

Date of Document: As of _____, 2024

Statutory Recording Reference:

Legal Description: See Exhibit A attached hereto.

SPECIAL WARRANTY DEED

THIS INDENTURE is made this ____ day of _____, 2024 by and between **RENNER 113 TIFFANY SPRINGS LOGISTICS SPE, LLC**, a Missouri limited liability company (“**GRANTOR**”), and **THE CITY OF KANSAS CITY, MISSOURI**, a constitutional charter city and political subdivision duly organized and existing under the laws of the State of Missouri, with an address of 414 E. 12th Street, 17th Floor, Kansas City, Missouri 64106 (“**GRANTEE**”).

WITNESSETH, THAT GRANTOR, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents, **SELL AND CONVEY** unto Grantee, and its successors and assigns, for roadway purposes only, the following real property situated in the County of Platte, as more specifically described in Exhibit A attached hereto (“**Property**”).

Subject to building lines, easements, reservation, restrictions, covenants, and conditions of record, if any, and to any zoning law or ordinance affecting the herein property described. **TO HAVE AND TO HOLD** the Property with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining, unto the Grantee and unto Grantee’s heirs, successors and assigns, **FOREVER**; the Grantor covenants that the Property is free and clear from any encumbrance done or suffered by Grantor except as herein provided; and that Grantor will warrant and defend the title to the Property unto Grantee and unto Grantee’s heirs, successors and assigns **FOREVER** against the lawful claims and demands of all persons claiming under Grantor, except as herein provided.

[Remainder of page intentionally left blank. Signature to appear on following page.]

IN WITNESS WHEREOF, Grantor has executed these presents as of the day and year first above written.

GRANTOR: Renner 113 Tiffany Springs Logistics SPE, LLC

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____)

)ss

COUNTY OF _____)

On this _____ day of _____, 2024, before the undersigned, Notary Public, personally appeared _____ and being duly sworn, did say that he/she is the _____ of Renner 113 Tiffany Springs Logistics SPE, LLC, a Missouri limited liability company, who executed the foregoing Special Warranty Deed and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires: _____

Acceptance of Property

Grantee acknowledges (a) that Grantee or Grantee's representative, has conducted whatever inspections of the Property that Grantee has deemed appropriate; (b) that by acceptance of the foregoing Special Warranty Deed, Grantee takes the Property "as is" and "where is"; and (c) that Grantee hereby waives any and all claims that it has or may have in the future against the Grantor, its officers, employees, volunteers, agents, representatives, successors and assigns (who are collectively referred to in the rest of this document as the "Releasees") and release the Releasees from any and all liability for any loss, damage, expense or injury that Grantee may suffer as a result of conditions on the Property as such conditions existed on or before the date Grantee accepted delivery of the foregoing Special Warranty Deed, to the extent such loss, damage, expense or injury is not the result of intentional or willful acts of such Releasees. Grantee has accepted the foregoing Special Warranty Deed in accordance with Ordinance No. _____.

GRANTEE: CITY OF KANSAS CITY, MISSOURI
By and Through its Parks and Recreation Department

Brian Platt, City Manager for the City of Kansas City, Missouri

Exhibit A to Special Warranty Deed

Legal Description

A strip of land situated in a portion the Southwest Quarter of Section 36, Township 52 North, Range 34 West in the City of Kansas City, Platte County, Missouri and lying between the West line of the Southwest Quarter of said Section 36 and Westerly of the Westerly right-of-way line of U.S. Interstate Highway Route No 29 as now established. Said strip of land being now more particularly described as follows:

Commencing at the Northwest corner of the Southeast Quarter (Center of Section) of Section 35, Township 52 North, Range 34 West; thence S 00°31'50" W along the West line of the Southeast Quarter of said Section 35, a distance of 1,223.64 feet; thence S 89°28'10" E, perpendicular to the last described course, a distance of 30.00 feet to a point on the East right-of-way line of N Amity Avenue as now established; thence continuing S 89°28'10" E along the last described course, a distance of 2,043.82 feet; thence Easterly and Northeasterly along a curve to the left, tangent to the last described curve, having a radius of 1,560 feet and a central angle of 19°17'41", an arc length of 525.34 feet; thence N 71°14'09" E, tangent to the last described curve, a distance of 13.93 feet; thence Northeasterly along a curve to the right, tangent to the last described course, having a radius of 5,570 feet and a central angle of 00°31'15", an arc length of 50.63 feet to a point on the West line of the Southwest Quarter of aforesaid Section 36, said point being 1152.18 feet South of the West Quarter Corner of said Section 36 as measured along the West line thereof, being also the Point of Beginning of the strip of land to be herein described; thence continuing Northeasterly along the last described curve, having a radius of 5,570 feet and a central angle of 09°03'46", an arc length of 881.04 feet to a point of curvature; thence N 80°49'10" E, tangent to the last described curve, a distance of 296.69 feet to a point on the Southerly prolongation of the West line of Lot 1, DRURY INNS, a subdivision in said City, County and State recorded September 17, 1997 in the Office of the Recorder of Deeds for said County and State as Document No. 0012788 in Plat Book 19 at Page 16; thence N00°00'01"W (N00°01'16"E, Plat) along the Southerly prolongation of the West line of said Lot 1, a distance of 26.83 feet to the Southwest corner of said Lot 1, being also a point on the Northerly right-of-way line of Tiffany Springs Parkway as set forth on said DRURY INNS subdivision; thence Easterly and Northeasterly along the Southerly line of said Lot 1, being also along the Northerly right-of-way line of said Tiffany Springs Parkway, being now along a curve to the left having an initial tangent bearing of N87°19'04"E (N87°20'21"E, Plat), a radius of 1,010 feet and a central angle of 23°34'09", an arc length of 433.10 feet to the Southeast corner of said Lot 1, being also a point on the Westerly right-of-way line of aforesaid U.S. Interstate Highway Route No 29; thence S 25°06'03" E, not tangent to the last described curve, being now along the Westerly right-of-way line of said U.S. Interstate Highway Route No 29, a distance of 120.08 feet to the most North, Northeast corner of Lot 1, EXECUTIVE HILLS NORTH, 6TH PLAT, a subdivision in said City, County and State recorded March 29, 1988 in the Office of the Recorder of Deeds for said County and State as Document No. 002676 in Plat Book 17 at Page 267, being also a point on the Southerly right-of-way line of Tiffany Springs Parkway as set forth on said EXECUTIVE HILLS NORTH, 6TH PLAT subdivision; thence Southwesterly along the Northerly line of the last said Lot 1 and along the Southwesterly prolongation of the Northerly line thereof, being also along the Southerly right-of-way line of said Tiffany Springs Parkway, being now along a curve to the right having an initial tangent bearing of S 62°58'38" W (S 62°59'55" W, Plat), a radius of 1,130 feet and a central angle of 17°43'19", an arc length of 349.51 feet to the Northwest corner of the last said Lot 1; thence N00°17'13"W (N00°13'33"W, Plat) departing from the Southerly right-of-way line of said Tiffany Springs Parkway, being now along the Northerly extension of the West line of the last said Lot 1, a distance of 20.25 feet; thence Southwesterly along a curve to the right,

not-tangent to the last described course, having an initial tangent bearing of $S80^{\circ}32'07''W$, a radius of 1,110 feet and a central angle of $00^{\circ}17'03''$, an arc length of 5.51 feet; thence $S 80^{\circ}49'10'' W$, tangent to the last described curve. a distance of 415.29 feet; thence Southwesterly along a curve to the left, tangent to the last described course, having a radius of 5,490 feet and a central angle of $09^{\circ}20'47''$, an arc length of 895.54 feet to a point on the West line of the Southwest Quarter of said Section 36; thence $N 00^{\circ}29'56'' E$, along the West line of the Southwest Quarter of said Section 36, a distance of 84.55 feet to the Point of Beginning.

Containing 147,023 square feet or 3.375 acres, more or less.