

NAME OF GRANTOR:
Hunt Midwest Properties, L.L.C.
1881 Main Street, Suite 200
Kansas City, MO 64108

CITY OF KANSAS CITY
PROJECT: 81000985
TRACT NO. 1
Todd Creek Facility Land Acquisition
Sr. Acquisition Specialist: Richard Snedegar
816-513-0297

OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT (this "Agreement") is made on this _____ day of _____, 2023, (the "Effective Date") between, **HUNT MIDWEST PROPERTIES, L.L.C.**, a Missouri limited liability company ("Grantor"), and the **CITY OF KANSAS CITY, MISSOURI**, a municipal corporation of the State of Missouri, ("City").

WITNESSETH:

Grantor in consideration of the sum of Ten Dollars (\$10.00) paid by City, the receipt of which is hereby acknowledged, does by these presents give and grant unto City an exclusive right and option to purchase (the "Option") the following real property in Kansas City, Platte County, Missouri and unincorporated Platte County, Missouri ("Property Interests"):

FEE ACQUISITION:

A tract of land located in the Southwest Quarter of Section Thirty-six (S36), Township Fifty-three North (T53N), Range Thirty-four West (R34W) of the Fifth Principal Meridian (5th P.M.), located in the County of Platte, State of Missouri and located in the City of Kansas City, County of Platte, State of Missouri, more particularly described by Randy G. Zerr, Missouri PLS-2018016442, December 16, 2022 as follows:

Commencing at the Southeast corner of the Southwest Quarter, thence North 89°41 '59" West, along the South line of said Southwest Quarter, 101.67 feet to the point of beginning, said point of beginning is also the center line of North Todd Creek Road.

From the point of beginning, continuing along said South line, North 89°41 '59" West, 1916.22 feet; thence departing said South line, North 29°24'46" East, 206.25 feet; thence North 74°15'11" East, 594.38 feet; thence North 01°00'23" East, 900.00 feet; thence South 89°40'33" East, 1336.08 feet to the center line of North Todd Creek Road; thence South 00°20'23" West, along said center line, 831.58 feet; thence South 42°22'21" West, along said center line, 106.67 feet; thence southwesterly, continuing along said center line, along a non-tangent curve to the left having an arc length of 75.51 feet, a radius of 125.00 feet, a delta angle of 34°36'40", and a chord that bears South 25°04'01" West, 74.37 feet; thence South 07°45'44" West, along said center line, 176.33 feet; thence southeasterly, continuing along said center line, along a tangent curve to the left having an arc length of 96.11 feet, a radius of 125.00 feet, a delta angle of 44°03 '09", and a chord that bears South 14°15'50" East, 93.76 feet to the point of beginning, containing 1,789,684 square feet or 41.085 acres, said tract being subject to county and city road right-of-way along its east boundary. All lying above the Winterset Ledge of Limestone Rock. In areas where the Winterset Ledge is absent, all lying above Bethany Falls Ledge of Limestone rock. In areas where the Bethany Falls Ledge is absent, all lying above the Elevation 720 (NAVD88).

AND

A tract of land located in the Northwest Quarter of Section One (SO1), Township Fifty-two North (T52N), Range Thirty-four West (R34W) of the Fifth Principal Meridian (5th P.M.), all in the County of Platte, State of Missouri, more particularly described by Randy G. Zerr, Missouri PLS-2018016422, December 16, 2022 as follows:

Beginning at the Northeast corner of the Northwest Quarter, thence South 00°27' 19" West, along the East line of said Northwest Quarter, 173.74 feet to the center line of NW 144th Street; thence South 79°54'02" West, along said center line. 259.34 feet; thence southwesterly, continuing along said center line, along a tangent curve to the left having an arc length of 85.75 feet, a radius of 124.77 feet, a delta angle of 39°22'38", and a chord that bears South 60°12'43" West. 84.07 feet; thence continuing along said center line, South 40°31' 21" West, 282.48 feet; thence southwesterly. continuing along said center line, along a tangent curve to the right having an arc length of 76.59 feet, a radius of 226.62 feet, a delta angle of 19°21'51", and a chord that bears South 50°12'17" West, 76.23 feet; thence continuing along said center line, South 59°53'12" West, 185.06 feet; thence westerly, continuing along said center line, along a tangent curve to the right having an arc length of 77.37 feet, a radius of 117.42 feet, a delta angle of 37°45'11", and a chord that bears South 78°45'48" West, 75.98 feet; thence continuing along said center line, North 82°21'43" West. 585.40 feet; thence northwesterly, continuing along said center line, along a tangent curve to the right having an arc length of 56.68 feet, a radius of 121.67 feet, a delta angle of 26°41'29", and a chord that bears North 69°00'58" West, 56.17 feet; thence continuing along said center line, North 55°40'09" West. 558.28 feet; thence northwesterly, continuing along said center line, along a tangent curve to the right having an arc length of 27.34 feet, a radius of 180.00 feet, a delta angle of 08°42'09", and a chord that bears North 51°19'04" West. 27.31 feet; thence continuing along said center line, North 46°57'59" West, 312.94 feet to a point on the North line of said Northwest Quarter; thence, departing said center line South 89°41'59" East, along said North line, 2150.15 feet to the point of beginning, containing 887,770, square feet or 20.380 acres, said tract being subject to city road right-of-way along its southern boundary. All lying above the Winterset Ledge of Limestone Rock. In areas where the Winterset Ledge is absent, all lying above Bethany Falls Ledge of Limestone rock. In areas where the Bethany Falls Ledge is absent, all lying above the Elevation 720 (NAVD88).

For purposes of clarity, the Property Interests do **not** include any real property leased to Martin Marietta Kansas City, LLC, a Delaware limited liability company ("MM Kansas City"), including, without limitation areas lying below the top of the Winterset Ledge of limestone rock or in areas where the Winterset Ledge is absent, lying at or below Elevation 720 (NAVD 88), pursuant to that certain Amended and Restated Ground Lease Agreement by and among Martin Marietta Materials, Inc., a North Carolina corporation, Hunt Midwest Mining, Inc., a Missouri corporation, Hunt Midwest Real Estate Development, Inc., a Missouri corporation, Grantor and MC Winan Road, LLC, a Missouri limited liability company, collectively as landlord, and MM Kansas City, as tenant, as amended from time to time (collectively the "Ground Lease"). The real property leased to MM Kansas City pursuant to the Ground Lease (the "Leased Property") shall be retained by Grantor and shall not be transferred to City. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the Leased Property is part of the subsurface beneath the surface of the Property Interests and that Grantor has granted to MM Kansas City certain mining rights, with respect to the Leased Property, which is part of the subsurface beneath the surface of the Property Interests.

Given the nature of the mining operations Hunt Midwest Properties, LLC shall provide to the City any information regarding the condition of the mine relayed to any governmental agencies.

The purchase price for the acquisition of the Property Interests is **SEVEN HUNDRED NINETY-NINE THOUSAND FIFTY-EIGHT AND 00/100 DOLLARS (\$799,058.00)** cash (the "Purchase Price"), which shall be paid on delivery of the executed conveyance as hereinafter provided.

This Agreement shall remain in effect and be irrevocable for a period of **ninety (90)** days from the Effective Date (the "Term"), and shall be binding upon Grantor's successors and assigns. City may exercise the Option during the Term by giving Grantor written notice, signed by its Director of Finance, specifically stating that City will purchase the Property Interests pursuant to this Option. In the event City does not exercise the Option during the Term, the Option shall terminate, and this Agreement shall be of no further force and effect.

Except for the Ground Lease affecting the Leased Property, Grantor represents that there are no leases or other agreements affecting the Property Interests or the subsurface beneath the Property Interests. During the Term, except for the Ground Lease affecting the Leased Property, Grantor agrees not to lease the Property Interests, without City's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Except as set forth in this paragraph and the Deed, as defined below, Grantor makes no representations and warranties as to the Property Interests. The Property Interests are being sold by Grantor to City on an **"AS IS, WHERE IS" BASIS ONLY, WITHOUT REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR DISCLOSURES REQUIRED BY LAW, ALL OF WHICH BEING HEREBY WAIVED, AS TO THE CONDITION, FITNESS, MERCHANTABILITY OR HABITABILITY THEREOF OR AS TO USE FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH ANY LOCAL, STATE OR FEDERAL ORDINANCES, REGULATIONS, STATUTES OR OTHER LAWS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS AND REGULATIONS OR ANY RESTRICTIVE COVENANTS.** Except as set forth herein, Grantor will have no liability to City with respect to the condition of the Property Interests and **CITY WAIVES ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR AND GRANTOR'S PRINCIPALS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND REPRESENTATIVES ARISING THEREFROM. THIS PROVISION IS MATERIAL TO THIS AGREEMENT, SHALL SURVIVE CLOSING AND DELIVERY OF THE DEED, AND GRANTOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT THIS PROVISION.**

City has previously examined the Property Interests and is satisfied with the condition of the Property Interests and hereby waives the right to conduct any further examinations of the Property Interests.

In the event City exercises the Option in a timely manner, the parties will proceed as follows using the following title company as escrow agent with the cost of the title company's services to be paid by City: First American Title, 1201 Walnut, Suite 700, Kansas City, MO 64106, Attn: Robert L. Patterson, 816-421-2454 (the "Title Company").

Within ten (10) days after City's timely exercise of the Option, City, at its expense, will order a preliminary title report (the "Preliminary Title Report") from the Title Company, which shall show the then current condition of the title to the Property Interests. Upon receipt of the Preliminary Title Report, City will deliver a copy to Grantor noting any objections in the title (the "Title Objections") that City may have. In the event City does not timely deliver the Title Objections, the status of the title of the Property Interests shall be as shown on the Preliminary Title Report. Grantor agrees that, within thirty (30) days after receipt of the Preliminary Title Report, it will notify City in writing as to which Title Objections it will cure ("Grantor's Response"), but in no event shall Grantor have an obligation to cure any Title Objections. In the event Grantor fails or refuses to respond within said 30-day period, it shall be deemed that Grantor has refused to undertake the cure of such Title Objections. Within five (5) days of City's receipt of Grantor's Response or lack of receipt of Grantor's Response within such 30-day period, City shall notify Grantor, in

writing, whether it is either (i) electing not to proceed with the purchase of the Property Interests or (ii) waiving the Title Objections that Grantor will not cure and proceeding with the purchase of the Property Interests (the “Notice”). In the event City elects to proceed with the purchase of the Property Interests, all title matters in which the City did not object and all of the Title Objections that Grantor elects not to cure shall be deemed “Permitted Exceptions”. Further, the following shall be deemed to be Permitted Exceptions: (a) zoning laws, ordinances and governmental restrictions, (b) easements and rights-of-way in favor of any state, city, county or other governmental unit or any public utility, (c) unpaid installments of real estate taxes and assessments that are first due and payable after the Closing Date, as defined below, and (d) liens, claims, encumbrances and other defects to marketable title shown in the Preliminary Title Report that arise because of City’s actions or because of Grantor’s actions taken at City’s request. Grantor shall use reasonable efforts to cure the Title Objections that it identified it is willing to cure in the Grantor’s Response. Grantor shall have until Closing, as defined below, to cure such Title Objections. If Grantor elects to cure such Title Objections, but is unable to cure such Title Objections before the Closing Date, City may either waive such Title Objections, in which case the Title Objections shall be deemed Permitted Exceptions and proceed to Closing, subject to other provisions herein, or the parties may agree to extend the Closing Date to allow Grantor additional time to cure such Title Objections. Grantor shall use reasonable efforts to comply with all reasonable Title Company requirements. In the event City determines to terminate the Option and not proceed to Closing, neither City nor Grantor will have any further obligations under this Agreement except those that specifically survive such a termination hereof, if any.

Within fifteen (15) days of the date Grantor receives the Notice that the City desires to proceed to closing (the “Closing Date”), Grantor will execute and deposit with the Title Company a special warranty deed transferring the Property Interests to City, free and clear of all liens and encumbrances except the Permitted Exceptions (the “Deed”), and City will deposit with the Title Company the Purchase Price (the “Closing”). The Deed shall be in recordable form reasonably acceptable to City, that vests in City marketable fee simple title to the Property Interests subject only to Permitted Exceptions. Upon receipt of the Deed and the Purchase Price and any other documents from Grantor and City that are reasonably required by the Title Company to be delivered in order to close, the Title Company shall record the Deed with the Office of the Recorder of Deeds for Platte County, Missouri and remit the Purchase Price to Grantor.

Grantor will pay all general and special taxes and charges levied or assessed against the Property Interests for periods ending on or before the Closing Date and all installments of special assessments for those periods. All taxes, charges and installments of special assessments relating to any period beginning before and ending after the Closing Date will be prorated on a daily basis between Grantor and City as of the Closing Date. If the amount of any tax or assessment to be prorated cannot be ascertained as of the Closing Date, proration will be computed on the amount thereof for the preceding year and, if necessary because the Property Interests are a part of a larger tax parcel, on a proportionate basis as the acreage in the Property Interests bears to the acreage of the larger tax parcel for which taxes were paid in the preceding year. All tax prorations shall be final as of Closing. City will pay all general and special taxes and charges levied or assessed against the Property Interests for periods from and after the Closing Date.

City shall have possession upon delivery of the recorded Deed by the Title Company to the City. It is understood by Grantor the City is acquiring these Property Interests for the **Todd Creek Facility Land Purchase, Project # 81000985** and that the ownership and possession of the Property Interests by City in the time frame provided for in this Option is of the essence of this Agreement. No provisions herein, shall prejudice the rights of City to maintain an action for possession.

Grantor and City each represents to the other that no real estate broker, agent, finder or other person is entitled to any fee, commission or other compensation as a result of execution of this Agreement or completion of the transaction contemplated herein. Any party through whom a claim for any fee, commission or compensation is made will indemnify, defend and hold harmless the other party against any loss, liability, damage or expense, including reasonable attorneys' fees, court costs and other legal expenses, paid or incurred by the other party which arises from such a claim. The provisions of this paragraph will

survive the Closing or termination of this Agreement for any reason, including a prior breach hereof by the party seeking indemnification or defense hereunder.

A party will be in default hereunder if it fails to timely comply with any material covenant, agreement or obligation imposed upon it and it fails to cure that breach within five (5) business days after receipt of notice of the breach from the other party, but in no event later than the Closing Date. The foregoing right to cure will not extend any deadline specified herein nor will it be granted if the breach cannot be cured, such as a missed deadline. The notice of breach will be in sufficient detail for the breaching party to reasonably determine the exact nature of the breach and what must be done to effectuate a cure. Upon a default by a party, the other party will have the right to bring an action at law or in equity, including, without limitation, for specific performance, against the other party. The prevailing party in any dispute under this Agreement, whether or not litigation is commenced, may recover from the other party all costs and expenses, including reasonable attorneys' fees, expert witness fees and expenses of Title Company, incurred in connection with such dispute. A court of competent jurisdiction will determine the amount, if any, that is just and reasonable to award to the prevailing party under the circumstances. This paragraph shall survive Closing.

All notices and other communications given under this Agreement will be in writing and addressed to the party at the address set forth on the signature page hereof or at such other address as a party may specify in a notice given in the manner prescribed hereby. Notices will be deemed (a) made and received when delivery is tendered if personally delivered, (b) made when postmarked, if mailed certified mail, return receipt requested, and received three (3) days after the postmark, (c) made upon delivery to a carrier regularly engaged in providing delivery services, including the United States Postal Service, and received on the day specified by the sender for delivery and (d) delivered and received on the day receipt of the email is confirmed by (i) the recipient, (ii) any person authorized by the recipient to receive emails at the indicated email address or (iii) automated acknowledgment of receipt unless such receipt indicates the recipient is not available. If a party sends a notice or other communication by any other method, it will be deemed delivered and received when the addressee or its, his or her authorized agent actually receives such communication. A party's failure or refusal to accept service of a notice will constitute delivery thereof.

A copy of any notice to Grantor shall be sent to:

Seigfreid Bingham, P.C.
2323 Grand, Suite 1000
Kansas City, MO 64108
Attention: Heather A. Jones
E-mail: hjones@sb-kc.com

A copy of any notice to City shall be sent to:

KC Water
Attn: Director's Office
4800 E. 63rd Street
Kansas City, MO 64130
Email: Richard.Snedegar@kcmo.org

This Agreement may be amended only in a written document signed and delivered by the parties hereto and identified as an amendment hereof. The terms of any amendment will be strictly interpreted. A party may waive its rights under this Agreement only in a written document identified as a waiver hereof and signed and delivered by the party whose rights are adversely affected. The terms of any waiver will be strictly interpreted. A waiver of any rights hereunder is a waiver of only those specific rights and not any others, including any that may accrue in the future. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and, to the extent permitted above, assigns. This Agreement and all exhibits, riders or addenda attached hereto, constitute the complete agreement and understanding of

the parties concerning the subject matter hereof and supersede all prior and contemporaneous agreements and understandings relating to the subject matter hereof. The parties may execute this Agreement in multiple counterparts. Each counterpart will be deemed an original but when taken together will constitute one and the same agreement. The parties agree not to record this Agreement. As used herein, the term "business day" means each weekday unless one of those days is a legal holiday designated by the Federal Government or the State of Missouri. Except to the extent preempted by federal law, this Agreement and all matters arising hereunder or related hereto will be governed by, and construed and enforced according to the laws of the State of Missouri without considering its laws or rules related to choice of law. City and Grantor will pay their respective fees and expenses incident to the negotiations, preparation, execution and performance of this Agreement, including the fees and expenses of their respective counsel, accountants and other experts, unless specifically provided herein to the contrary. The parties have negotiated the terms of this Agreement and the language used herein will be deemed to be the language chosen by all parties to express their mutual intent. No rule of strict construction will be applied against any person. This Agreement will be construed without regard to any presumption or rule requiring construction against the party that drafted this Agreement or any part hereof or in favor of the party receiving a particular benefit hereunder. If any provision of this Agreement is invalid or unenforceable for any reason or to any extent, the remainder of this Agreement will remain in full force and effect as long as the essential provisions hereof for each party remain valid, binding and enforceable. TIME AND EXACT PERFORMANCE IS OF THE ESSENCE UNDER THIS AGREEMENT.

[Signature Page Follows.]

IN WITNESS WHEREOF, Grantor has executed this instrument the day and year first above written

Grantor:

Hunt Midwest Properties, L.L.C.,
a Missouri limited liability company

By: Hunt Midwest Enterprises, Inc.,
a Missouri corporation, Its Sole Member

By: _____
Name: Vincent T. Johnston
Title: Senior Vice President

Address: 1881 Main Street, Suite 200
Kansas City, Missouri 64108
Email: vjohnston@huntmidwest.com

City:

City of Kansas City, Missouri
a municipal corporation of the State of Missouri

By: _____
Wes Minder, Director of Water Services

Address: 4800 E. 63rd Street
Kansas City, Missouri 64130
Email: Wes.Minder@kcmo.org

APPROVED AS TO FORM:

Abigail Judah, Assistant City Attorney