

**DEVELOPMENT AGREEMENT FOR THE
STREETS OF WEST PRYOR DEVELOPMENT, LOT 7 AND TRACT C PROJECT**

THIS DEVELOPMENT AGREEMENT FOR THE STREETS OF WEST PRYOR DEVELOPMENT, LOT 7 AND TRACT C PROJECT (the “**Agreement**”) is made this ___ day of _____, 2021, by and between Streets of West Pryor, LLC, (the “**Developer**”), and the City of Lee’s Summit, Missouri, a municipal corporation (“**City**”) (each is a “**Party**” and collectively the “**Parties**”).

WHEREAS, on February 23rd, 2021, the City Council concluded a public hearing for Application #PL2020-274 for a rezoning from R-1 to PMIX, PMIX to RP-4, and R-1 to RP-4 and a Preliminary Development Plan on land located at 900 NW Black Twig Ln, 2100 NW Lowenstein Drive, and 2200 NW Lowenstein Drive for the proposed Streets of West Pryor, Lot 7 and Tract C development, on approximately 20 acres, on property legally described in **Exhibit A** (“**Property**”) which will be developed as the Streets of West Pryor development as shown in **Exhibit B**, a map of the preliminary development plan, which is expected to consist of 83 townhomes, two 3-story apartments, a 3-story, 88 unit hotel, and 1 common area tract, along with related infrastructure (the “**Project**”);

WHEREAS, on March 9, 2021, the City Council approved Ordinance No. 9090 which approved the rezoning and preliminary development plan for the Streets of West Pryor development on the Property, and said Ordinance in Section 2.2 required that the developer shall execute a mutually satisfactory development agreement (or amend the original development agreement) with the City, which addresses, at a minimum, any remaining off-site transportation improvements associated with the Streets of West Pryor Development and improvements to Lowenstein Drive to urban standards as addressed in the City Traffic Engineer’s Traffic Impact Analysis dated December 18, 2020;

WHEREAS, in satisfaction of the City Council's conditions of approval for Ordinance No. 9090, the Developer and the City now desire to enter into this Agreement;

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

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

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

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

“**Applicable Laws**” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, code, policy, interpretation, judgment, decree, injunction, writ,

determination, award, permit, license, authorization, requirement or decision of or agreement with or by any governmental authorities that may apply to the Improvements or the other matters in this Agreement.

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

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

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

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

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

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

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

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

2. **Requirements for Improvements.** Unless otherwise specified herein, the provisions set forth in this Section shall be applicable to the financing, design, engineering and construction of the Improvements to be constructed by the Developer as required by this Agreement.
 - A. **Requirement to design, engineer and construct.** The Developer, at its sole cost and expense, shall design, engineer and construct the Improvements.
 - B. **Construction Costs.** All costs associated with Developer’s obligation to design, engineer and construct the Improvements shall be paid by the Developer. The parties agree that no payment shall be due from the City pursuant to the terms of this Agreement for the Improvements or the Project.
 - C. **Applicable Standards and Approvals.** The Improvements shall be designed, engineered, constructed, placed into service and dedicated to the City in accordance with (i) the ordinances of the City, including, but not limited to, the City’s Unified Development Ordinance and the Design and Construction Manual then in effect at the time the Plans for the Improvements are submitted, (ii) any other applicable rules, requirements and standards established by the City, and (iii), subject to weather and other delays beyond the Developer’s reasonable control, the Project Schedule. All such work shall be done in good and workmanlike manner. The Developer shall be responsible for obtaining approval for any portion of the Improvements that require approval of another jurisdiction.

The City agrees to cooperate in good faith with the Developer in obtaining said required approvals from other jurisdictions for the Improvements.

- D. Fire Department Access. The Developer shall comply with applicable Fire Code requirements to ensure that the Fire Department has access to the Property at all times while construction is underway by means of a hard surface for fire truck access.
- E. Schedule. Prior to the construction of the Improvements the Developer shall submit to the City Engineer a proposed project schedule for the Improvements to be constructed by the Developer. No permits will be issued for the Development until the schedule has been reviewed by the City Engineer and Staff of departments directly impacted by the timing of the Improvements. If conflicts with the schedule are determined, Staff shall return the schedule with comments, to be resubmitted by the Developer. The Developer shall be notified once it is determined that no conflicts exist with the schedule. The approved project schedule (the “**Project Schedule**”) shall be incorporated into this Agreement by addendum, and no action of the City Council will be required to incorporate the schedule.
- F. Design Phase. The Developer shall submit all preliminary design documents to the City for approval before proceeding with the construction of the applicable Improvements. On the basis of such approved preliminary design documents, the Developer shall:
- (1) Prepare detailed drawings, plans, design data, and estimates to show the character and scope of the work to be performed by contractors for all Improvements (“**Plans**”).
 - (2) Furnish to the City Engineer copies of such Plans and other documents and design data as may be required to secure approval of such governmental authorities as may have jurisdiction over design criteria applicable to the Improvements.
 - (3) Furnish the number of approval copies of the final Plans for the Improvements as the City may require.
 - (4) Ensure that the Plans conform to all Applicable Laws.
 - (5) All final Plans shall be presented to the City Engineer for approval, and no action of the City Council will be required to incorporate the final Plans into this Agreement.
- G. Construction. The Developer will construct all the Improvements set forth in **Exhibit C** according to the approved Plans. The Developer shall maintain, at its sole cost and expense, the Improvements until such time as said Improvements are accepted by the City Engineer pursuant to Section 2.K, “Dedication” of this

Agreement or another governmental entity. The Developer shall not do or permit others, by contract or otherwise, to do any work related to the construction of the Improvements until the Developer has paid for all applicable required City and other governmental required permits and authorizations.

H. Right of Way Acquisition.

- (1) The Developer shall be responsible for acquiring or negotiating for the donation of all right-of-way or easements that are needed to construct the Improvements, including all necessary temporary construction easements.
- (2) In the event that the Developer is unable, after good faith negotiations, to acquire some or all of the right-of-way or easements necessary for those Improvements over which the City exercises jurisdiction, the Developer may submit a request to the City in the manner prescribed by **Section 27 (Notice)** below requesting that the City use its authority to acquire the property interests necessary for the Improvements. The City will respond to such a request within thirty (30) days of receipt of same, and in such response the City will indicate whether it agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction. The City is not obligated to use its authority to assist in the acquisition of property interests necessary for the Improvements.
- (3) In the event the City agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction, prior to beginning any work to acquire said right-of-way or easements, the Developer shall first execute an Acquisition Funding Agreement with the City which provides for the terms and conditions under which the Developer will place all estimated Acquisition Costs in escrow with the City prior to commencement of condemnation for right-of-way or easements. The Acquisitions Costs shall include, but shall not be limited to: the actual price paid for all right-of-way or easements, whether determined by negotiation or eminent domain; expenses related to the establishment of acquisition values of right-of-way or easements, including appraisals; legal fees, other expenses paid to third parties, and expenses incurred by the City related to acquisition of right-of-way or easements, whether through negotiation or eminent domain; and any other reasonable and necessary costs or expenses related to acquisition of the right-of-way or easements. The Acquisition Funding Agreement shall obligate the Developer to reimburse the City in full for all Acquisition Costs that result from the City's use of its authority to acquire any portion of the Improvements.

(4) The Developer shall dedicate or convey, as applicable, to the City, at no cost to the City, all property interests owned by the Developer which are necessary for the Improvements.

I. Utility Relocation. The Parties agree that all costs associated with relocating any existing utilities from any existing public or private easement, as a result of construction of the Improvements, shall be paid by the Developer, or applicable utility, and are not the responsibility of the City. The Parties agree that all costs associated with relocating any existing utilities from any existing right-of-way as a result of construction of the Improvements, which are not paid by a utility company, shall be paid by the Developer and are not the responsibility of the City.

J. Inspections and Revisions. The Developer agrees to permit City employees, agents and contractors to inspect, observe, and oversee the construction of all Improvements in order to ascertain and determine that the standards of the City have been met. The Developer shall obtain the City Engineer's approval of all revisions materially altering the design or specifications of the Improvements.

K. Dedication. Upon completion, inspection and approval of the Improvements that are within the jurisdiction of the City, the Developer will dedicate the applicable Improvements to the City, for its use, operation and maintenance. The City shall be under no obligation to accept the dedication or conveyance of any Improvements constructed pursuant to this Agreement until it has been inspected and approved to the satisfaction of the City Engineer. Upon written notice of the inspection and approval of the City Engineer, the Developer agrees to convey all the Improvements to the City free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the opinion of the City Attorney, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar. The City acknowledges that the right of the Developer in the Improvements is subject to any liens and encumbrances on the Property entered into by the Developer, and any such lienholder shall possess all rights to enjoy the Improvements as may be possessed by the Developer and intended for the Property, but the Developer shall not specifically enter into any lien or encumbrance that gives any entity rights to the Improvements dedicated to the City other than the right to use said Improvements as intended for the Property.

3. Timing of Issuance of Building Permits and Certificates of Occupancy. Building Permits and Temporary Certificates of Occupancy for the townhomes in the Project shall not be issued until the Improvements set forth in **Exhibit C** have been substantially completed, as memorialized by the City's issuance of a Certificate of Substantial Completion for the Improvements. Final Certificates of Occupancy for the Project will not be issued until a Certificate of Final Acceptance has been issued for all Improvements described in **Exhibit C**.

4. **Indemnification.**

- A. **General Indemnity.** The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, or omission of the Developer or its officers, agents, employees, or subcontractors, to the extent such loss or injury arises out of or is related to the performance of this Agreement by Developer; provided, however, that the Developer need not save harmless the City from claims, demands, losses and expenses arising out or to the extent caused by the sole negligence, or willful misconduct of the City, its employees or agents on claims arising after the expiration of the three year maintenance bond referenced in Section 6.C. below. This indemnification obligation shall survive the termination or expiration of this Agreement.
- B. **No Limitations or Waiver.** The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for the Developer under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by the Developer. The City does not, and shall not, waive any rights against the Developer which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by the Developer, of any of the insurance policies described in this Agreement. In addition, the Parties agree that this indemnification by the Developer shall not be limited by reason of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- C. **Notification of Claims.** With respect to any claims which are subject to indemnity hereunder, the Developer shall immediately notify the City of any and all claims filed against the Developer or the Developer and the City jointly, and shall provide the City with a copy of the same. Such notice shall be given in the manner prescribed by **Section 27** of this Agreement.
- D. **Use of Independent Contractors.** The fact that the Developer carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, the Developer's duty of defense and indemnification under this section.

5. **Insurance.** Developer shall comply with the Construction Insurance requirements of the City’s Standard Insurance and Indemnifications Requirements (the “**Insurance Requirements**”) as approved by the City Attorney pursuant to Section 26-221 of the City Code.
6. **Bonds.** The Developer shall, or shall ensure that its contractors shall, provide for the following bonds for the Improvements constructed by the Developer and dedicated to the City.
 - A. **Performance Bond.** Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Performance Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The Performance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
 - B. **Payment Bonds.** Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Payment Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful payment of the provisions, terms and conditions of the construction contract. The Payment Bond shall name the City as an additional obligee and copies of certificates of such bond shall be delivered to the City.
 - C. **Maintenance Bonds.** Prior to acceptance and dedication of the Improvements, the Developer shall, or shall ensure that its contractors shall, provide a Maintenance Bond in a form approved by the City Attorney, in an amount equal to fifty percent (50%) of the cost of the Improvements as approved by the City Engineer, which shall be in effect for a term of three (3) years from the date that the City issues a Certificate of Substantial Completion for such Improvements covered by the bond. The Maintenance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
 - D. **Indemnity for Failure to Provide Bonds.** The Developer shall indemnify the City and its officers and employees for any damage or loss incurred or sustained by the City, its officers or employees, as a result of the failure of the Developer or its contractors to provide the bonds set forth in this Section.
7. **Prevailing Wage.** To the extent required by law, the Developer, and all contractors and subcontractors performing work for or on behalf of the Developer with respect to the Improvements, shall pay wages in accordance with, and in all respects comply with, Missouri’s Prevailing Wage Law (Sections 290.210 to 290.340, RSMo.) and all other laws relating to the payment of wages. The Developer agrees to hold harmless, indemnify

and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City with regard to the failure of the Developer or any contractor or subcontractor to pay prevailing wages as required by law or this Agreement. The Developer shall submit sufficient information to the City's Director of Finance to allow Staff to verify that the Developer, and its contractors and subcontractors, have complied with prevailing wage laws and regulations.

8. **Remedies.** Each Party to this Agreement agrees that if it fails to perform when due any act required by this Agreement to be performed, then, in addition to whatever other remedies are available to the non-defaulting Parties hereto, the non-defaulting Party shall have the right to enforce specific performance of this Agreement against the defaulting Party, and such non-defaulting Party shall, to the extent permitted by law, be entitled to its reasonable costs, attorneys' fees and court costs in connection with such enforcement.
9. **Rights and Remedies Non-Exclusive.** No right or remedy conferred upon or reserved to any Party in this Agreement is intended to be exclusive of any rights or remedies, and each and every right and remedy shall be cumulative and shall be in addition to every right and remedy given now or hereafter existing at law or in equity.
10. **Non-Waiver.** No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
11. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of the State of Missouri.
12. **Venue.** In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, and the Parties expressly waive any rights to venue inconsistent therewith.
13. **City Requirements and Prior Approval.** The Developer agrees to comply with all Applicable Laws, including, but not limited to, the City's [Unified Development Ordinance](#), the [Design and Construction Manual](#), and all planning or infrastructure requirements applicable to the development of the Property. The Developer acknowledges and agrees that the City is not, and shall not be, in any way liable for damages, losses or injuries that may be sustained as a result of the City's review and approval of any Plans or Plats of or relating to the Development, the Property or the Improvements, or as a result of the issuance of any approvals, permits, certificates or acceptances for the development or use of any portion of the Development, the Property or the Improvements. The Developer further acknowledges and agrees that the City's review and approval of any such Plans or Plats and the issuance of any such approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, licensees or any third Party, against damage or injury of any kind at any time. The Parties agree that execution of this Agreement in no way constitutes a waiver of any requirements or applicable City

ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development.

14. **Recording and Binding Effect.** No building permits shall be issued for any structure in the Project until this Agreement has been fully executed. The City shall file a copy of this Agreement or a memorandum of this Agreement in the office of the Recorder of Deeds for Jackson County, Missouri ("**Office**"). This Agreement shall run with the land and be binding on and inure to the benefit of the Parties and their respective legal representatives, successors in interest, successors and assigns. Upon the City's issuance of a Certificate of Final Acceptance, at the request of Developer or its successors or assigns, the City Manager shall execute, on behalf of the City, a document suitable for recording in the Office, in such form as is approved by the City Attorney that acknowledges the completion of the Developer's obligations under the Agreement.

The City acknowledges that the Developer may enter into one or more lending relationships to develop the Property and as such, agrees to provide any such lender a security interest in this Agreement, in form and substance as reasonably requested by the lender, so long as such security agreement does not interfere with or encumber the dedication of the Improvements to the City.

15. **Time of Essence.** Time is of the essence with respect to the duties and obligations set forth herein.
16. **Estoppel Letter.** Upon request by Developer, the City shall prepare and deliver to Developer an estoppel letter confirming for the benefit of any purchaser or lender whether the Developer is or is not in default under this Agreement and verifying the status of Developer's performance of its obligations under this Agreement.
17. **Representations.** The Developer represents that it owns or leases the Property described in **Exhibit A** on the date that this Agreement is executed. Each Party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions; and (d) has not assigned or transferred any claim against the other Party that is the subject of this Agreement. The Parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the public services provided by the City and other public jurisdictions and on facilities that are constructed and maintained by the City and other public jurisdictions.
19. **No Waiver of Breach.** No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
20. **Rules of Construction.** Each Party to this Agreement has received independent legal advice from its attorneys of choice with respect to entering this Agreement and the

advisability of agreeing to the provisions herein. Because each Party has had its respective legal counsel review the terms of this Agreement, the normal rules of construction to the effect that any ambiguities in its terms be resolved against the drafting Party shall not be employed with regard to issues of its validity, interpretation, performance or enforcement.

21. **Assignment.** The Agreement may not be assigned or transferred, in whole or part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other Party, which consent shall not be unreasonably withheld. The Developer shall request the assignment of the Agreement, with the consent of the City, to any person, firm, corporation, or entity to which any ownership interest in the Property is transferred after the date of execution of this Agreement, except that no such request is required for Developer's conveyance of the Property to the City pursuant to a Land Clearance for Redevelopment Authority Plan.
22. **Entire Agreement.** This Agreement and the acts provided for herein is the entire agreement between the Parties with respect to the subject matter hereof, the terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all Parties.
23. **Exhibits.** All Exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.
24. **Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to modify, expand or limit the scope of any provision of the Agreement.
25. **Severability.** Any provision of this Agreement which is not enforceable according to law will be severed from this Agreement, and the remaining provisions shall be enforced to the fullest extent permitted by law.
26. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
27. **Notice.** Any notice required by this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:

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

With a copy to:

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

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

Notices to Developer shall be addressed to:

Matt Pennington
Streets of West Pryor, LLC
7200 W. 132nd Street, Suite 150
Overland Park, KS 66213

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

[Remainder of this page intentionally left blank]

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

CITY OF LEE’S SUMMIT, MISSOURI

Stephen A. Arbo, *City Manager*

Attest:

Trisha Fowler Arcuri, *City Clerk*

Approved as to form:

David Bushek, *Chief Counsel of
Economic Development & Planning*

Notary for City of Lee's Summit

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen A. Arbo, the City Manager of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

BOUNDARY DESCRIPTION R-1 to RP-4

A tract of land being located in Section 35, Township 48 North, Range 32 West, in Jackson County, Missouri being more particularly described as follows:

Beginning at the Southwest Corner of Tract "A" of Streets of West Pryor Lots 1 thru 14, Tracts "A", "B", "C", & "D", a subdivision in Lee's Summit, Jackson County, Missouri; thence N 73°35'29" W, a distance of 82.81 feet; thence N 31°23'08" E, a distance of 376.82 feet; thence S 58°36'52" E, a distance of 16.45 feet; thence along a curve to the right having an Initial Tangent Bearing of N 35°45'03" E and a radius of 325.00 feet, an arc distance of 216.87 feet; thence N 16°00'59" W, a distance of 28.89 feet; thence N 31°23'08" E, a distance of 112.09 feet; thence S 85°14'51" E, a distance of 246.04 feet; thence S 4°45'09" W, a distance of 17.00 feet; thence S 85°14'51" E, a distance of 71.09 feet; thence S 24°49'45" E, a distance of 584.85 feet; thence along a curve to the right having an Initial Tangent Bearing of S 52°46'57" E and a radius of 526.00 feet, an arc distance of 115.19 feet; thence S 50°51'20" W, a distance of 101.05 feet; thence along a curve to the right having an Initial Tangent Bearing of S 40°29'34" E and a radius of 425.00 feet, an arc distance of 176.02 feet; thence S 73°14'15" W, 25.00 feet; thence along a curve to the right having an Initial Tangent Bearing of S 16°45'45" E and a radius of 400.00 feet, an arc distance of 91.52 feet; thence S 3°39'09" E, a distance of 167.38 feet; thence along a curve to the right tangent to the preceding course and having a radius of 200.00 feet, an arc distance of 167.29 feet; thence S 44°16'27" W, a distance of 145.41 feet; thence N 45°11'41" W, a distance of 155.01 feet; thence N 44°16'27" E, a distance of 143.98 feet; thence along a curve to the left tangent to the preceding course and having a radius of 45.00 feet, an arc distance of 37.64 feet; thence N 3°39'09" W, a distance of 167.38 feet; thence along a curve to the left tangent to the preceding course and having a radius of 245.00 feet, an arc distance of 201.29 feet; thence along a reverse curve having a radius of 555.00 feet, an arc distance of 24.67 feet; thence N41°49'12" E, a distance of 130.00 feet; thence along a curve to the right having an Initial Tangent Bearing of N 48°10'48" W and a radius of 425.00 feet, an arc distance of 67.19 feet; thence S 50°52'40" W, a distance of 130.00 feet; thence along a curve to the right having an Initial Tangent Bearing of N 39°07'20" W and a radius of 555.00 feet, an arc distance of 138.45 feet; thence N 24°49'45" W, a distance of 335.79 feet; thence N 87°02'19" W, a distance of 53.04 feet; thence N 4°49'07" E, a distance of 137.81 feet; thence along a curve to the left having an Initial Tangent Bearing of N 85°10'53" W and a radius of 275.00 feet, an arc distance of 214.78 feet; thence S 31°23'08" W, a distance of 418.78 feet to the Point of Beginning.

BOUNDARY DESCRIPTION PMIX to RP-4

A tract of land being located in Section 35, Township 48 North, Range 32 West, in Jackson County, Missouri being more particularly described as follows:

Beginning at the Northwest Corner of Lot 7 of Streets of West Pryor Lots 1 thru 14, Tracts "A", "B", "C", & "D", a subdivision in Lee's Summit, Jackson County, Missouri; thence S 24°49'43" E, a distance of 64.90 feet; thence along a curve to the right having an Initial Tangent Bearing of S 52°46'57" E and a radius of 526.00 feet, an arc distance of 115.19 feet; thence N 50°51'20" E, a distance of 98.95 feet; thence N 39°08'40" W, a distance of 82.53 feet; thence N 85°07'20" W, a distance of 135.79 feet to the Point of Beginning.

BOUNDARY DESCRIPTION R-1 to PMIX North

A tract of land being located in Section 35, Township 48 North, Range 32 West, in Jackson County, Missouri being more particularly described as follows:

Commencing at the Northwest Corner of Lot 7 of Streets of West Pryor Lots 1 thru 14, Tracts "A", "B", "C", & "D", a subdivision in Lee's Summit, Jackson County, Missouri; thence S 24°49'43" E, a distance of 64.90 feet; thence along a curve to the right having an Initial Tangent Bearing of S 52°46'57" E and a radius of 526.00 feet, an arc distance of 115.19 feet to the Point of Beginning; thence along a continuous curve to the right, an arc distance of 221.21 feet; thence along a curve to the left having an Initial Tangent Bearing of S 82°56'10" W and a radius of 400.00 feet, an arc distance of 67.71 feet; thence S 73°14'15" W, a distance of 33.61 feet; thence along a curve to the left having an Initial Tangent Bearing of N 16°45'45" W and a radius of 425.00 feet, an arc distance of 176.02 feet; thence N 50°51'20" E, a distance of 101.05 feet to the Point of Beginning.

BOUNDARY DESCRIPTION R-1 to PMIX South

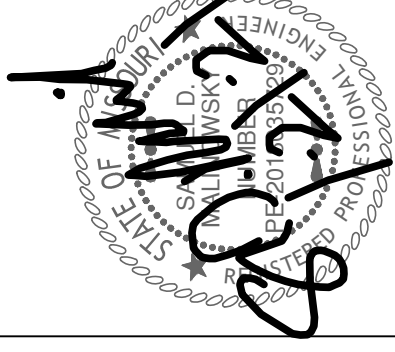
A tract of land being located in Section 35, Township 48 North, Range 32 West, in Jackson County, Missouri being more particularly described as follows:

Beginning at the Southwest Corner of Lot 7 of Streets of West Pryor Lots 1 thru 14, Tracts "A", "B", "C", & "D", a subdivision in Lee's Summit, Jackson County, Missouri; thence N 46°56'08" W, a distance of 25.01 feet; thence N 44°16'27" E, a distance of 145.26 feet; thence along a curve to the left tangent to the preceding course and a radius of 200.00 feet, an arc distance of 167.29 feet; thence N 3°39'09" W, a distance of 167.38 feet; thence along a curve to the left tangent to the preceding course and having a radius of 400.00 feet, an arc distance of 91.52 feet; thence N 73°14'15" W, a distance of 25.00 feet; thence along a curve to the right having an Initial Tangent Bearing of S 16°45'45" E and a radius of 425.00 feet, an arc distance of 97.25 feet; thence S 3°39'09" E, a distance of 167.38 feet; thence along a curve to the right tangent to the preceding course and having a radius of 225.00 feet, an arc distance of 188.21 feet; thence S 44°16'27" W, a distance of 144.75 feet to the Point of Beginning.

EXHIBIT B

MAP OF THE PRELIMINARY DEVELOPMENT PLAN

[Attached]



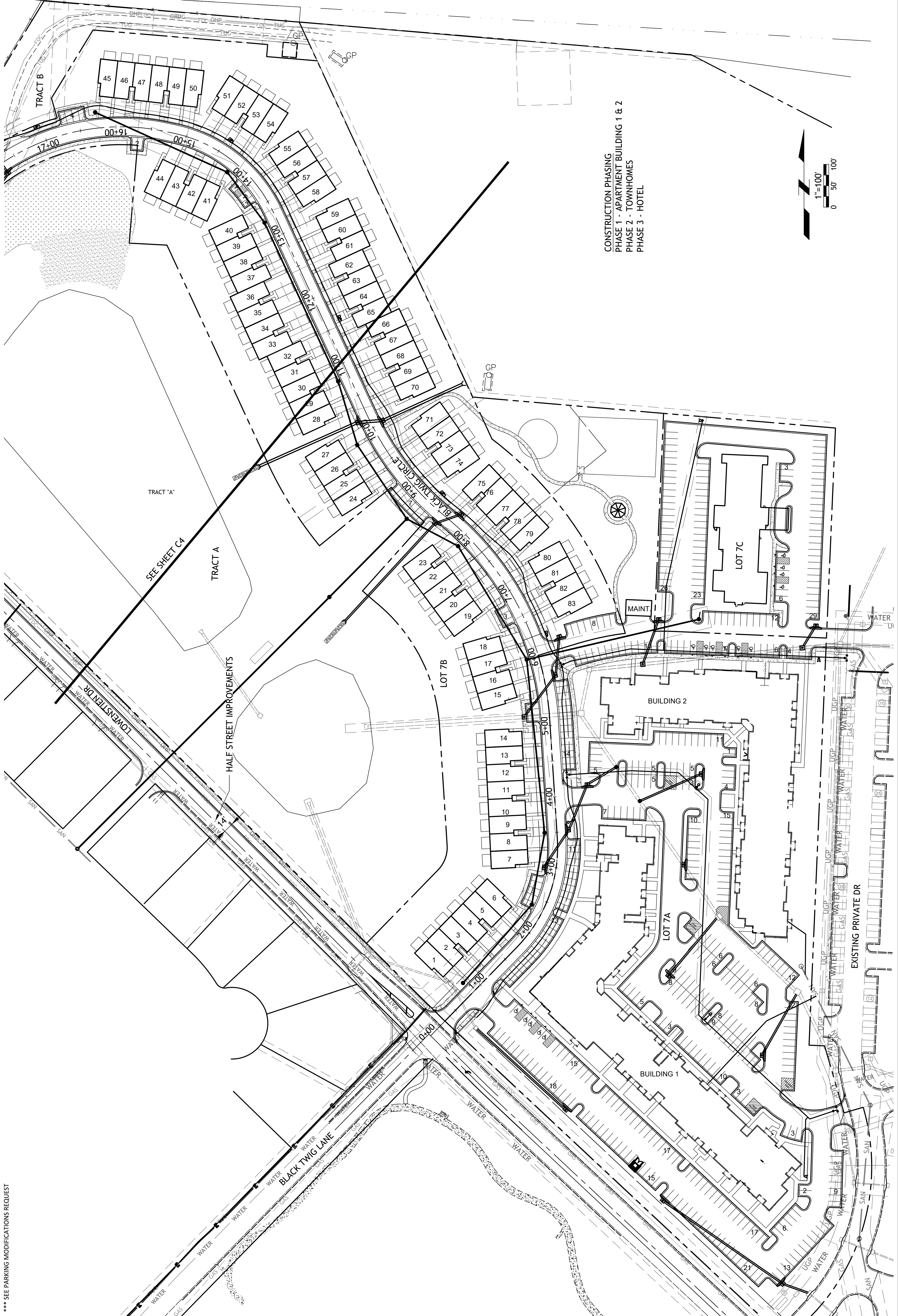
STREETS OF W. PRYOR
 LOT 7A - LOT 7C
 LEES SUMMITT, MO.

LOT	USE	LOT AREA (SF)	LOT AREA (ACRES)	BLDG AREA SF (ENVELOPE)	TOTAL SQFT	# OF DWELLING UNITS	DWELLING UNITS PER ACRE	SITE DATA			# OF FLOORS	PARKING REQUIRED	PARKING PROVIDED	ADA SPACES REQ (VAN)	ADA SPACES PROV (VAN)	PRK LOT COVERAGE	IMPERVIOUS COVERAGE	OPEN SPACE
								1	2	3 BDRM								
Proposed LOT 7B	Townhomes	406,850	9.24	99,019	198,038	83	8.9	83	187	208*	1 (1)**	1 (1)**	1 (1)	1 (1)	112,868	211,887	195,017	
Proposed LOT 7A	Apts Bldg 1	402,422	9.24	45,200	135,600	100	10.82	16	183	376	6 (1)	6 (1)	6 (1)	6 (1)	154,700	238,400	164,022	
PROPOSED LOT 7C	Apts Bldg 2	NA	NA	38,500	11,500	84	NA	21	***158	N/A	5 (1)	5 (1)	5 (1)	5 (1)	NA	NA	NA	
	Hotel (88 Rms)	72,640	1.67	13,539	40,617	88	52.64	30	88	99	4 (1)	4 (1)	4 (1)	4 (1)	39,657	51,705	20,935	

** INCLUDES 2 CAR GARAGE FOR EACH UNIT

*** BASED ON NUMBER OF VISITOR PARKING REQUIRED

*** SEE PARKING MODIFICATIONS REQUEST



CONSTRUCTION PHASING
 PHASE 1 - APARTMENT BUILDING 1 & 2
 PHASE 2 - TOWNHOMES
 PHASE 3 - HOTEL

EXHIBIT C

REQUIREMENTS FOR IMPROVEMENTS

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

Improve Lowenstein Drive to urban standards that generally include curb and gutter, typical lane widths, enclosed storm sewer (as necessary), sidewalk, etc. from Black Twig to the westernmost property line of the subject development in compliance with the Unimproved Road Policy. These improvements shall be substantially completed prior to the issuance of any residential building permits on Tract C.