

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”) by and between **THE CITY OF LEE’S SUMMIT, MISSOURI** a Missouri Constitutional Charter City, **BY AND THROUGH THE LEE’S SUMMIT PARKS AND RECREATION BOARD** (hereinafter referred to as “Buyer”) and **THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI**, a political subdivision of the state of Missouri (hereinafter referred to as “Seller”).

WITNESSETH:

In consideration of Ten Dollars (\$10.00) paid by Buyer to Seller, the covenants and agreements set forth herein, and for other good and valuable consideration, the parties hereto covenant and agree as follows:

1. Property and Easement. Seller hereby sells and agrees to convey to Buyer and Buyer hereby purchases from Seller that tract of Seller’s real property generally located at 3801 SW Longview Road, Lee’s Summit, Missouri, at the location depicted on **Exhibit A**, a copy of which is attached and incorporated by reference (the “Property”). Upon the “Closing” (hereinafter defined in **Section 7** below), fee simple title to the Property shall be conveyed to Buyer by Seller, as-is, where is, without warranties of any kind whatsoever, together with grants for: (a) utility easements and easements for pedestrian and vehicular ingress/egress easements (each and collectively, the “Easement”), all of which shall be subject and subordinate to all “Permitted Exceptions” (defined in **Section 3** below) and one or more covenants and restrictions which shall be made of record prior to the recording of the Warranty Deed (defined in Section 2 below).

2. Purchase Price. In consideration of Seller’s fee simple interest in the Property, the Utility Easements, and the Access Easement, Buyer agrees to and shall pay to Seller the sum of Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00) (the “Purchase Price”), which Purchase Price, subject to adjustment pursuant to **Section 7** herein, shall be payable to Seller in cash or other immediately available funds, upon Seller’s delivery to Buyer of (a) a special warranty deed (the “Warranty Deed”), in the form attached and incorporated by reference as **Exhibit B**; (b) an Easement, in the form attached and incorporated by reference as **Exhibit C**. As further consideration for the real estate transaction contemplated by this Agreement, and with the negotiated Purchase Price having been offset to account for the same, Seller and Buyer have agreed to various conditions related to the future use of the Property by Seller, as well as various concessions and opportunities to be provided by Buyer to the students and employees of Seller, all of which are set forth in that certain Longview Community Center Use and Operation Agreement dated as of the Effective Date (the “Operating Agreement”).

3. Title Insurance. The title to the Property, and the interests in the Easement to be furnished to Seller and Buyer, respectively and as applicable, shall be good and merchantable title, free and clear of any and all leases, liens, and/or other encumbrances of any kind whatsoever upon the Property and the Easement, except for any exceptions that would appear on a title commitment and pertain to matters agreeable to Buyer. Such title to the Property and the Easement shall be insured by Chicago Title Insurance Company (the “Title Company”) for the amount of the Purchase Price herein, with costs to be shared equally by Buyer and Seller, pursuant to an ALTA Form 2006 Policy of Title Insurance, subject only to those exceptions approved by Buyer. Seller agrees to order a title commitment from the Title Company (the “Title Commitment”) within five (5) days of the Effective Date, and Buyer shall have ten (10) days after receipt of the Title Commitment (the “Review Period”) in which to advise Seller of objections, if any, Buyer has to the matters shown on the Title Commitment. Any matters which

are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "**Permitted Exceptions**"). With regard to items to which Buyer does object within the Review Period, Seller shall have until Closing to cure the objections. If Seller determines, in its sole discretion, that Buyer's Title Commitment objections are not reasonable and elects not to cure the objections of Buyer, Seller shall notify Buyer within ten (10) days following the expiration of the Review Period. Upon Buyer's receipt of such notice by Seller, Buyer may, in its sole discretion, elect to either (i) terminate this Agreement, in which event neither party shall have any further liability under the Agreement, or (ii) waive its objections to title and proceed under the Agreement. In the event of either (i) or (ii) above, Buyer shall provide timely notice to Seller of Buyer's election.

4. Survey and Legal Description. Seller shall obtain a survey of the Property and the Easement at Seller's cost (the "**Survey**"), a copy of which, upon receipt, shall be provided to Buyer. Buyer hereby agrees that, upon receipt of the Survey, Buyer and Buyer's agents, contractors, and/or employees shall have until the expiration of the Review Period to advise Seller of objections, if any, Buyer has to matters shown on the Survey. If Buyer has objections to matters shown on the Survey and so advises Seller on or before the expiration of the Review Period, Seller shall have until the Closing Date, as defined herein, to correct the reasonable objections of Buyer. Any matters which are set forth on the Survey and to which Buyer does not object prior to the expiration of the Review Period shall be deemed to be Permitted Exceptions to the Survey. If Seller determines, in its sole discretion, that Buyer's Survey objections are not reasonable and elects not to cure the objections of Buyer, Seller shall notify Buyer within ten (10) days following the expiration of the Review Period. Upon Buyer's receipt of such notice by Seller, Buyer may, in its sole discretion, elect to either (i) terminate this Agreement, in which event, neither party shall have any further liability under the Agreement, or (ii) waive its objections to the Survey and proceed under the Agreement, in which case, any matters which are set forth on the Survey shall be deemed to be Permitted Exceptions to the Survey. In the event of either (i) or (ii) above, Buyer shall provide timely notice to Seller of Buyer's election. Upon agreement to the Survey, the legal descriptions set forth therein of the Property and the Easement shall be appended to each of the exhibits included with this Agreement, respectively and as applicable, ipso facto, and shall become the legal descriptions thereof, for all purposes.

5. Inspections.

A. **Right of Entry.** For a period of thirty (30) days after the Effective Date (the "**Inspection Period**"), Buyer shall have access to the Property and servient estate (including the Easement) for the purpose of Buyer or Buyer's representatives conducting due diligence and one or more physical inspections (collectively, the "**Inspections**"). The Inspections of the Property and the Easement during the Inspection Period may include, but are not limited to, a Phase I environmental study, soil tests and such other inspections as the Buyer may reasonably conduct, to include borings and taking of samples of any material which, in the reasonable discretion of Buyer's inspector, may include asbestos or other hazardous materials. Notwithstanding the foregoing, in the event Buyer requests entry for purposes of conducting Inspections and Seller unreasonably denies such request, then Buyer shall have the right to terminate this Agreement by providing notice to Seller within five (5) days of the denial.

B. **Manner of Performance.** (a) Buyer shall not conduct any invasive testing without first obtaining Seller's prior written consent, which consent may be given or withheld in Seller's reasonable discretion; (b) Buyer shall not have access to any secured areas within the Property without the prior consent of Seller; and (c) Seller shall have the right to disapprove any and all entries, surveys, tests (including without limitation a Phase II environmental assessment of the Property), investigations and other matters that in Seller's reasonable judgment could result in any damage to the Property or expose Seller to any loss,

liability, cost or expense or result in any violation of applicable law, or otherwise adversely affect the Property or Seller's interest therein. No consent by Seller to any such activity shall be deemed to constitute a waiver by Seller or assumption of liability or risk by Seller.

C. Insurance. Buyer shall maintain and cause its third-party consultants and contractors to maintain comprehensive public liability insurance with combined single limit coverage of not less than \$1,000,000.00. Buyer shall use all reasonable efforts to conduct such activities in a manner which will not damage the Property and which will minimize interference with the use and occupancy of the Property by Seller and its invitees and licensees.

D. Restoration. Upon completion of such activities Buyer shall, at its sole expense, cause the Property to be restored to substantially the same condition it was in prior to such activities, including filling, compaction and resodding of all excavations and the repair of any and all other damage to the Property in a manner reasonably satisfactory to Seller, which obligation of Buyer shall survive the termination of this Contract.

E. Indemnity. Buyer shall, to the extent permitted by applicable law, indemnify and hold harmless Seller from and against all claims for bodily injury and property damage which may be asserted against Seller arising out of or in any way related to any such activities on the Property by Buyer, which obligation of Buyer shall survive the closing and delivery of the Deed or the termination of this Contract. Nothing in this Agreement shall constitute a waiver of or otherwise negatively affect either sovereign immunity as provided by applicable law.

F. No Liens. Buyer shall not permit any mechanic's or materialman's lien to be filed against the Property by reason of labor, services or materials performed or furnished to or for Buyer in connection with the Inspections. If any such lien is filed, Buyer may contest it in good faith but notwithstanding such contest Buyer shall, within 15 days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. If Buyer fails to cause any such lien to be released of record, Seller may remove it by paying the full amount thereof or by bonding or in any other manner Seller deems appropriate, without investigating the validity thereof and irrespective of the fact that Buyer may contest the propriety or the amount thereof, and Buyer, upon demand, shall pay Seller all reasonable amounts expended by Seller in connection with the discharge of such lien, including all expenses and reasonable attorneys' fees of Seller, which obligation of Buyer shall survive the closing and delivery of the Deed or the termination of this Agreement. Nothing contained in this Agreement shall be construed as a consent on the part of Seller to subject Seller's estate in the Property to any lien or liability under the lien laws of the State of Missouri.

G. Termination. If Buyer is not satisfied with the results of the Inspections, in Buyer's sole discretion, Buyer shall have the option of either (a) waiving the unsatisfactory condition(s) and proceeding to closing under this Agreement, or (b) terminating this Agreement, in which latter event, this Agreement shall terminate and be of no further force and effect, and neither party shall have any liability hereunder, excepting the Buyer's obligations set forth in this **Section 5**. If Buyer shall fail to terminate this Agreement by a written notice of termination received by Seller on or before 5:00 P.M. Central Time on the last day of the Inspection Period (as may be extended), Buyer shall automatically be deemed to have waived all physical conditions, and thereafter shall not have the right to terminate this Agreement, due to nonsatisfaction of the condition(s) of the Property or the servient estates which are the subject of the Easement.

6. Cooperation of Buyer and Seller. Upon Seller's acceptance of the Agreement, Buyer and Seller agree in good faith to cooperate and assist the other party in completing the transaction contemplated herein as follows:

A. Seller shall cooperate with Buyer in its performance of the Inspections, as set forth in Section 5, above.

B. Seller shall, during the term of this Agreement, at the request of Buyer, furnish information and documents and permit reasonable access to the Property and estate (including the Easement); provided, however, information and documents of Seller shall be furnished to Buyer without any warranty as to the accuracy or completeness of the content therein contained.

C. Seller and/or Buyer shall take no action or commence any proceeding which would interfere with either party's ability to execute this Agreement or to carry out its obligations hereunder.

D. Seller shall furnish all instruments and documents as Buyer's counsel shall reasonably request, establishing the power and authority of Seller to enter into this Agreement and to carry out Seller's obligations hereunder.

E. Seller shall furnish to the Title Company all instruments and documents as the Buyer may reasonably require to eliminate any title exceptions in the Title Commitment, respecting the rights of parties in possession of the Property or claims of laborers or materialmen for labor, services or materials performed or delivered to the Property.

F. Seller shall, following the Effective Date, take all cooperative actions requested by Buyer, if any, to (i) subdivide the Property and comply with the regulatory requirements to establish a separate tax parcel for the Property, at the cost of Buyer, and (ii) cause the annexation of any portions of the Property not located within the City of Lee's Summit boundaries, at Buyer's sole cost and expense. This sub-paragraph shall survive the Closing.

G. Seller shall take all actions reasonably requested by Buyer, at the expense of Buyer, to cooperate with the segregation, removal and relocation of any above or below ground utility facilities located on or below the Property, in accordance with the Easement, including, but not limited to, Seller's "C-Cure" system, emergency call tower, security cameras, and fire panel.

H. Seller and Buyer shall take any and all other reasonable steps necessary to implement the terms and conditions of this Agreement and the Easement.

7. Closing Requirements. Subject to the terms and provisions of this Agreement, the closing of this transaction (the "**Closing**") shall take place as follows:

A. Seller shall pay all fees, expenses, costs and other charges owed to any person or entity performing work on or supplying materials for the Property on or prior to the Closing Date hereof, except for any work done or materials supplied for or on behalf of the Buyer.

B. All mortgages, deeds of trust and other liens that are monetary in nature and which encumber all or any part of the Property as of the Closing Date shall be paid and fully discharged by Seller on or prior to the Closing Date and Seller shall pay any fees, penalties or charges which are required to discharge such liens.

C. Buyer and Seller shall equally share in the payment of all escrow fees charged by the Title Company, including the cost to the Buyer to obtain endorsements, if any, to the Title Policy.

D. Buyer and Seller are tax exempt, and, as such, no taxes shall be due and owing at the Closing. To the extent any unpaid tax liabilities exist on the property prior to transfer, Seller shall be responsible for clearing said liabilities, and Buyer shall be responsible for taxes or special assessments, if any, which accrue following the Closing Date.

E. On the Closing Date, Buyer shall deliver to Seller the Purchase Price, in cash or by wire transfer, less any closing costs assumed by Seller pursuant to this Agreement, and less any amount of related outstanding real property taxes and special assessments, if any.

F. At least three (3) days prior to Closing, Seller shall deliver into escrow with the Title Company the Warranty Deed and the Easement, each in proper form for recording, subject to no liens, charges, claims, actions, encumbrances or title exception of any kind or nature whatsoever except the Permitted Exceptions as herein permitted. Seller shall describe the Property and Easement in accordance with the legal descriptions to be developed pursuant to the Survey provided for herein.

G. Buyer and Seller shall execute a Right of First Refusal Agreement (the “**ROFR**”), the form of which is attached and incorporated by reference as **Exhibit D**, and the memorandum of which (the “**ROFR Memo**”) shall be recorded with the Jackson County Recorder of Deeds office (the “**Recorder**”), the form of which is attached and incorporated by reference as **Exhibit E**, which ROFR shall grant Seller the first right to repurchase the Property from Buyer.

H. Buyer and Seller shall execute a Memorandum of Operating Agreement (the “**Operating Memo**”), the form of which is attached and incorporated by reference as **Exhibit F**, which shall be recorded with the **Recorder**.

I. Buyer and Seller shall execute the Easement which shall be recorded with the Recorder.

J. Buyer shall deliver the Purchase Price, Seller shall deliver the Warranty Deed, and both Buyer and Seller shall deliver the Easement, the ROFR, the ROFR Memo, the Operating Agreement, the Operating Memo, and other instruments to be delivered by them to the Title Company to be held by it under instructions that the same not be released unless and until: (i) the Warranty Deed, the Easements, the ROFR Memo and the Operating Memo are recorded with the Recorder; and (ii) the Title Company is irrevocably ready, willing, able and committed to issue and deliver to Buyer the Title Policy required by the terms of this Agreement.

K. All other costs and expenses incurred by each party hereto in connection with this Agreement and the transaction contemplated herein shall, unless otherwise provided herein, be paid by the party incurring the cost or expense.

L. To the extent feasible, the costs of utilities consumed at the Property on or before the Closing Date shall be paid by Seller, and on the Closing Date and thereafter, the costs of utilities shall be paid by Buyer. To the extent utility costs cannot be ascertained at Closing, the utility costs shall be paid by the parties in accordance with the Easement.

M. Seller shall deliver the Property to Buyer as-is, where is, without warranties of any kind whatsoever, and excluding, without limitation, a server to control the heating, ventilation and air conditioning, which Buyer acknowledges and agrees shall be installed and paid for, at Buyer’s sole cost and expense, following the Closing Date.

8. Contingencies.

A. Buyer's obligations hereunder to purchase the Property shall be subject to and contingent upon the following:

- i. Seller's delivery of a good and merchantable fee simple title to the Property and insurable title to the Easement as herein provided;
- ii. Seller's completion of and compliance with all of its obligations under this Agreement;
- iii. Buyer's satisfaction, in its sole discretion, with the Inspections; and
- iv. The approval of this Agreement by any and all governing bodies of Buyer.

B. Seller's obligations hereunder to convey the Property shall be subject to and contingent upon the following:

- i. Buyer's completion of and compliance with all of its obligations under this Agreement;
- ii. Execution of the mutually negotiated Operating Agreement, to be executed contemporaneously with this Agreement;
- iii. Approval of this Agreement by Seller's Board of Trustees.

9. Closing Date. Unless otherwise agreed in writing by the parties, the Closing of Buyer's purchase of the Property shall occur at 9:30 A.M. at the Title Company, Wednesday, September 1, 2018.

10. Remedies. In the event of default hereunder, each party shall have all rights available at law and in equity, including the right to specific performance and damages. A default shall have occurred upon the failure of either party to cure its violation of any covenant stated in this Agreement following fifteen (15) days' notice from the other party of violation of the Agreement and the failure of such party to remedy the violation. In the event litigation arises between the parties to enforce this Agreement, the prevailing party shall be entitled to recover its attorney's fees and court costs.

11. Assignment and Encumbrances. Seller shall not mortgage, pledge or otherwise encumber this Agreement in any other way whatsoever as collateral or otherwise, and any such mortgage, pledge or encumbrance shall render this Agreement null and void. Buyer may not assign this Agreement without the written consent of Seller.

12. Casualty. In the event, in Seller's sole discretion, the Property is destroyed or substantially damaged by fire or other casualty subsequent to the effective date of this Agreement and until Seller delivers possession of the Property to Buyer, Buyer shall have the right to accept the Agreement and purchase the Property pursuant to the terms of this Agreement; provided that Buyer shall receive an assignment of all insurance proceeds payable to Seller as a result of said casualty or a reduction in the purchase price equal to the amount of said proceeds. In the event the Property is damaged by fire or other casualty prior to the delivery of possession, which damage, in Seller's sole discretion, is not substantial, this Agreement shall remain in full force and effect and Seller shall assign to Buyer the insurance proceeds payable to Seller as a result of said casualty or reduce the purchase price for the Property in the amount of said proceeds.

13. Miscellaneous. Each party agrees to perform any further acts and deliver any documents that may be reasonably requested and necessary to carry out the provisions of this Agreement. Whenever any party is required to act hereunder within a specified period of time after the occurrence of a specified

event, such period shall begin to run on the day next following the day on which the event occurred and shall expire at 6:00 p.m. on the final day of the period. Should any part, term or provision of this Agreement be declared illegal or in conflict with any law, rule, or regulation, the validity of remaining portion, terms, or provisions shall not be affected thereby. The captions at the beginning of Sections and Subsections are used for convenience only and are not to be used in attempting to construe any part of this Agreement. None of the provisions of this Agreement may be amended without the written consent of each party. Any waiver by a party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound. This Agreement shall be governed by the laws of the State of Missouri.

14. Notices. Any notices to be given either party shall be mailed by certified mail, postage prepaid, delivered by over-night express, or personally served. In the event of mailing, notices shall be deemed effective three days after posting; in the event of overnight delivery, notices shall be deemed effective on the next business day following deposit with the delivery service; in the event of personal service, notices shall be deemed effective when delivered. All notices shall be sent as follows:

If to Buyer:

Joe Snook, CPRP  
Administrator of Parks & Recreation  
220 SE Green Street  
Lee's Summit, MO 64063  
Office: (816) 969.1504  
Email: [www.lsparks.net](http://www.lsparks.net)

with a copy to:

Jackie McCormick Heanue, Esq.  
Superintendent of Legal Services and Human Resources  
220 SE Green Street  
Lee's Summit, MO 64063  
Office: 816.969.1403  
Email: [Jackie.McCormickHeanue@cityofls.net](mailto:Jackie.McCormickHeanue@cityofls.net)

If to Seller:

The Junior College District of Metropolitan Kansas City, Missouri  
ATTN: Sandra D. Garcia  
Chief Legal Officer  
Metropolitan Community College  
3200 Broadway  
Kansas City, MO 64111  
Office: 816-604-1588  
Email: [sandra.garcia@mckkc.edu](mailto:sandra.garcia@mckkc.edu)

with a copy to:

Hardwick Law Firm, LLC

ATTN: Herbert E. Hardwick and Allison L. Bergman, Esq.  
2405 Grand Boulevard, Suite 800  
Kansas City, Missouri 64108  
Office: (816) 221-9445  
Email: [abergman@hardwicklaw.com](mailto:abergman@hardwicklaw.com)

15. Entire Agreement. Except for the Operating Agreement executed contemporaneously herewith, as of the Effective Date, this Agreement contains the entire agreement between Seller and Buyer and there are no other terms, conditions, promises, understandings, statements, express or implied, regarding the transaction contemplated hereby.

16. Survival. This Agreement shall bind and inure to the benefit of the legal and personal representatives, successors and assigns of the parties hereto.

17. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives.

18. Captions. The captions of the paragraphs in this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.

19. Confidentiality. Buyer hereby agrees that any and all information herein shall be absolutely confidential and shall not be disclosed to any other person, corporation, partnership, persons, other entity of any kind whatsoever, except for Seller's attorneys and accountants, until Closing. Buyer shall maintain confidentiality in accordance with this Agreement. This Agreement shall not be placed of record with the Recorder.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date above stated.

**CITY OF LEE'S SUMMIT, Buyer**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE JUNIOR COLLEGE DISTRICT OF  
METROPOLITAN KANSAS CITY,  
MISSOURI, Seller**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**Exhibit A  
to Real Estate Purchase Agreement**

**Depiction of the Property**



**Exhibit B**  
**to Real Estate Purchase Agreement**

**Form of Special Warranty Deed**

**MISSOURI SPECIAL WARRANTY DEED**

This Indenture is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018 by and between **THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI**, a Missouri \_\_\_\_\_, having an address of \_\_\_\_\_ (hereinafter referred to as “**Grantor**”), and the **CITY OF LEE’S SUMMIT**, a \_\_\_\_\_ (hereinafter referred to as “**Buyer**”), having an address of \_\_\_\_\_ (“**Grantee**”).

WITNESSETH, THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, does by these presents BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following: the real estate located in Jackson County, Lee’s Summit, Missouri, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

SUBJECT, HOWEVER, TO the matters listed on **Exhibit B** attached hereto and incorporated herein by reference, and further subject to the condition that the Property shall be used by Grantee solely for public purposes, pursuant to and as required by RSMo Section 177.091.

TO HAVE AND TO HOLD THE PROPERTY, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, unto Grantee and Grantee’s successors and assigns forever; the said Grantor hereby covenanting that the Property is free and clear from any encumbrance done or suffered by Grantor except as set forth above; and that Grantor will warrant and defend the title to the Property unto Grantee and Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor except as set forth above.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Grantor has hereunto set its hand the day and year first above written.

**THE JUNIOR COLLEGE DISTRICT OF  
METROPOLITAN KANSAS CITY,  
MISSOURI**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me, appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn (or affirmed), did say that s/he is the \_\_\_\_\_ of **THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI**, a \_\_\_\_\_, and that the said instrument was signed and sealed in behalf of said \_\_\_\_\_ by authority of its [board of directors], and said person acknowledged said instrument to be the free act and deed of said \_\_\_\_\_.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, as of the day and year first above written.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:

(SEAL)

**CITY OF LEE'S SUMMIT, Buyer**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A to Warranty Deed**

**Legal Description of Property**

*[TO BE APPENDED FOLLOWING DUE DILIGENCE AND PRIOR TO CLOSING]*

**Exhibit C**  
**to Real Estate Purchase Agreement**

**Form of Easement**

*[TO BE PROVIDED]*

**Exhibit D**  
**to Real Estate Purchase Agreement**

**Form of Right of First Refusal**

**RIGHT OF FIRST REFUSAL**

This Right of First Refusal Agreement (“**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the “**Effective Date**”) by and between the **CITY OF LEE’S SUMMIT**, a \_\_\_\_\_ (hereinafter referred to as “**Offeror**”) and **THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI**, a Missouri \_\_\_\_\_ (hereinafter referred to as “**Offeree**”) (each a “party” and together, the “parties”).

**Recitals of Fact**

A. Offeror is the owner of the property (the “**Property**”) legally described on **Exhibit A**, a copy of which is attached and incorporated by reference, which Property it acquired from Offeree.

B. Offeree, the prior owner of the Property and following the conveyance of the Property to Offeror, continues to own real property which adjoins the Property, at the location shown on the Site Plan, a copy of which is attached and incorporated by reference as **Exhibit B**.

C. As a condition of conveying the property to Offeror, Offeree desires to have a right of first refusal to repurchase the Property from Offeror, if and at such time Offeror desires to convey all or any portion of the Property, and Offeror desires to grant such right of first refusal (“**Purchase Right**”), on the terms and conditions set forth herein.

**Agreement**

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Right of First Refusal**. Offeror agrees that in the event the Offeror receives an offer from a third party for the purchase of fee simple interest in all or any portion of the Property (other than an offer of a purchase in lieu of condemnation) (an “**Offer**”), Offeror shall notify Offeree in writing (the “**Offer Notice**”). The Offer Notice shall be delivered to Offeree, within twenty (20) days after its receipt of such Offer. The Offer Notice shall be accompanied by a copy of the Offer (if written) or a letter setting forth the terms of the Offer (if verbal). Offeree may, within twenty (20) days after the date of the Offer Notice, elect to purchase the Property on the same terms as those set forth in the Offer, by sending to Offeror a written notice of its election (“**Purchase Notice**”). If Offeror does not receive a Purchase Notice from Offeree within such 20-day period, then Offeror may sell the Property (or portion thereof described in the Offer Notice) to the third-party offeror or to any party related to the same or by which the Offer may be assigned or made, and upon such sale, this Right of First Refusal shall expire and be of no further force and effect as to the Property or portion thereof which is sold pursuant to the Offer. If Offeror does not sell the Property described in the Offer Notice to the third party (or to a party related to the same or by which the Offer may be assigned or made), then, in such event, Offeree shall continue to have the Purchase Right, in connection with subsequent offers.

2. **Limitation of Right of First Refusal.** The Offeree's Purchase Right stated herein shall not apply to transfers of fee simple interest by the Offeror to (a) an affiliate of Offeror, (b) a single member public corporation or limited liability company where the sole member is Offeror, and/or (c) a corporation owned solely by Offeror.

3. **Notice.** All notices or other communications shall be in writing signed by the sender, and shall either be personally delivered or mailed by certified mail, at or to the following addresses:

If to Offeror:

Joe Snook, CPRP  
Administrator of Parks & Recreation  
220 SE Green Street  
Lee's Summit, MO 64063  
Office: (816) 969.1504  
Email: [www.lsparks.net](http://www.lsparks.net)

with a copy to:

Jackie McCormick Heanue, Esq.  
Superintendent of Legal Services and Human Resources  
220 SE Green Street  
Lee's Summit, MO 64063  
Office: 816.969.1403  
Email: [Jackie.McCormickHeanue@cityofls.net](mailto:Jackie.McCormickHeanue@cityofls.net)

If to Offeree:

The Junior College District of Metropolitan Kansas City, Missouri  
ATTN: Sandra D. Garcia  
Chief Legal Officer  
Metropolitan Community College  
3200 Broadway  
Kansas City, MO 64111  
Office: 816-604-1588  
Email: [sandra.garcia@mcckc.edu](mailto:sandra.garcia@mcckc.edu)

with a copy to:

Hardwick Law Firm, LLC  
ATTN: Herbert E. Hardwick and Allison L. Bergman, Esq.  
2405 Grand Boulevard, Suite 800  
Kansas City, Missouri 64108  
Office: (816) 221-9445  
Email: [abergman@hardwicklaw.com](mailto:abergman@hardwicklaw.com)

Either party may change the address by written notice to the other. Notices shall be effective when received (if personally delivered) or when deposited in the United States mail (if mailed by certified mail).

4. **Miscellaneous.** This Agreement shall inure to the benefit of and be binding upon the heirs, estates, executors, administrators, receivers, custodians, successors and assigns of the respective parties. The captions of the sections of this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Agreement. The interpretation and enforceability of this Agreement shall be governed by the laws of the State of Missouri.

INTENDING to be fully bound, the parties have executed this Agreement the day and year above written.

**CITY OF LEE'S SUMMIT, Offeror**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE JUNIOR COLLEGE DISTRICT OF  
METROPOLITAN KANSAS CITY,  
MISSOURI, Offeree**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A-1  
to Right of First Refusal**

**Depiction of Offeror Property**



**EXHIBIT A-1  
to Right of First Refusal**

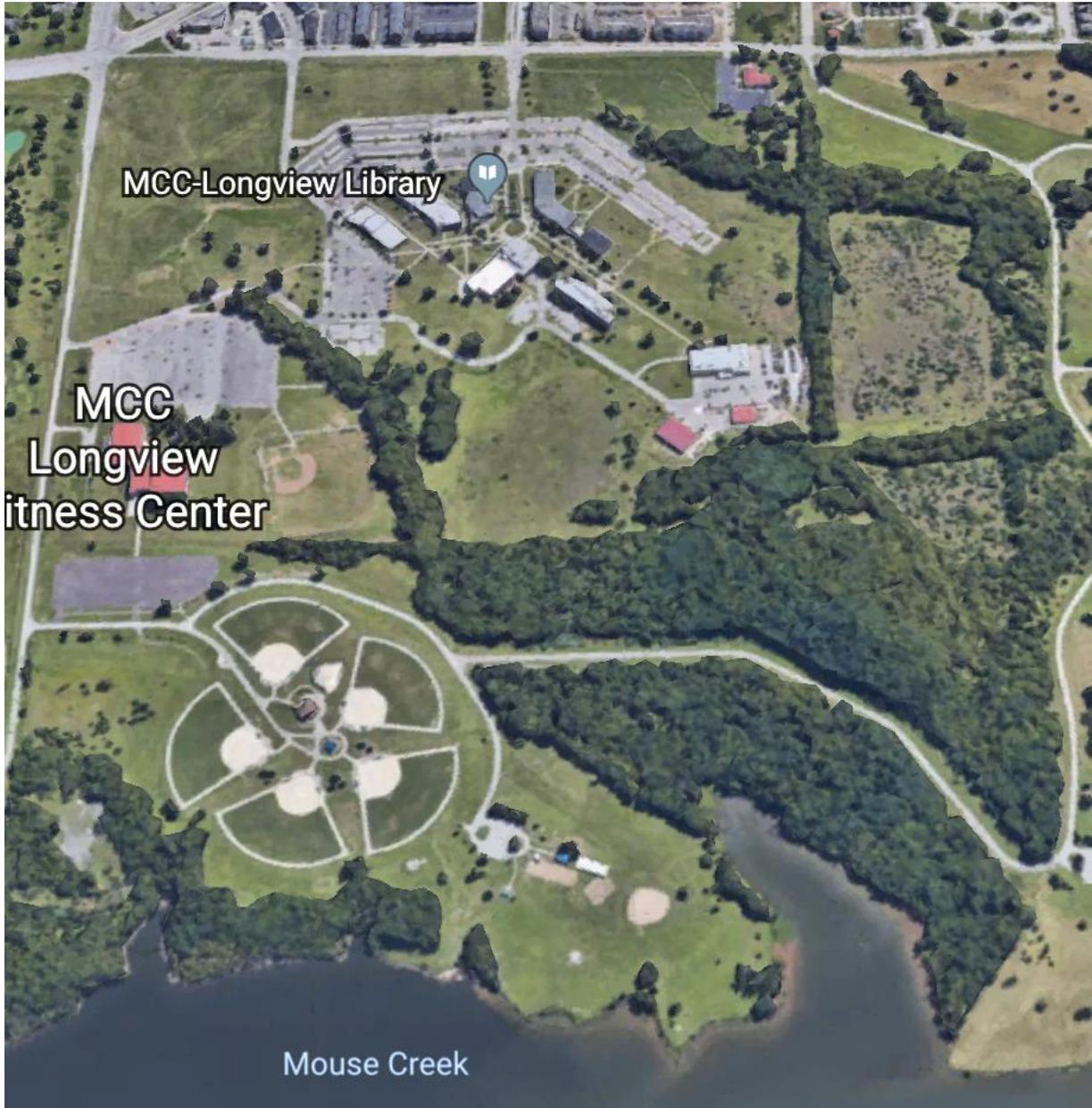
**Legal Description of Offeror Property**

*[TO BE APPENDED FOLLOWING DUE DILIGENCE, PRIOR TO CLOSING]*

**EXHIBIT B-1  
to Right of First Refusal**

**Depiction of Offeree Property**

**(In general, less the Offeror Property depicted on Exhibit A-1)**



**EXHIBIT B-2**  
**to Right of First Refusal**

**Legal Description of Offeree Property**

*[TO BE APPENDED FOLLOWING DUE DILIGENCE, PRIOR TO CLOSING,  
THE RESULT OF WHICH WILL BE THE OFFEREE PROPERTY LEGAL DESCRIPTION  
AS OF THE EFFECTIVE DATE  
LESS THE LEGAL DESCRIPTION OF THE OFFEROR PROPERTY DEVELOPED  
DURING DUE DILIGENCE]*

**Exhibit E  
to Real Estate Purchase Agreement**

**Form of Memorandum of Right of First Refusal**

**MEMORANDUM OF RIGHT OF FIRST REFUSAL**

This Memorandum of Right of First Refusal (this “**Memorandum**”) is entered into by and between **CITY OF LEE’S SUMMIT**, a \_\_\_\_\_ (hereinafter referred to as “**Offeror**”) and **THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI**, a Missouri \_\_\_\_\_ (hereinafter referred to as “**Offeree**”).

**RECITALS**

A. Offeror and Offeree are parties to that certain Right of First Refusal dated \_\_\_\_\_, 2018 (hereinafter, the “**ROFR**”) whereby Offeror did grant to Offeree a right of first refusal to purchase that certain real property more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

B. Offeror and Offeree desire to enter into this Memorandum, which is to be recorded in the office of the recorder of deeds for Jackson County, Missouri (the “**Recorder**”), in order that third parties may have notice of the parties’ rights and obligations under the ROFR.

**Terms**

Specific reference is hereby made to the following terms and provisions of the ROFR:

1. The term of the ROFR commenced on \_\_\_\_\_, 2018, and shall continue until terminated, as provided in the ROFR.
2. Any third party entering into a contract with Offeror to purchase or obtain title to all or any portion of the Property is hereby on notice that Offeree has the superior and first right to purchase or acquire the Property (or any portion thereof).
3. Additional information concerning the provisions of the ROFR may be obtained from the parties at the following addresses:

If to Offeror:

Joe Snook, CPRP  
Administrator of Parks & Recreation  
220 SE Green Street  
Lee's Summit, MO 64063  
Office: (816) 969.1504  
Email: [www.lsparks.net](http://www.lsparks.net)

with a copy to:

Jackie McCormick Heanue, Esq.  
Superintendent of Legal Services and Human Resources  
220 SE Green Street  
Lee's Summit, MO 64063  
Office: 816.969.1403  
Email: [Jackie.McCormickHeanue@cityofls.net](mailto:Jackie.McCormickHeanue@cityofls.net)

If to Offeree:

The Junior College District of Metropolitan Kansas City, Missouri  
ATTN: Sandra D. Garcia  
Chief Legal Officer  
Metropolitan Community College  
3200 Broadway  
Kansas City, MO 64111  
Office: 816-604-1588  
Email: [sandra.garcia@mcckc.edu](mailto:sandra.garcia@mcckc.edu)

with a copy to:

Hardwick Law Firm, LLC  
ATTN: Herbert E. Hardwick and Allison L. Bergman, Esq.  
2405 Grand Boulevard, Suite 800  
Kansas City, Missouri 64108  
Office: (816) 221-9445  
Email: [abergman@hardwicklaw.com](mailto:abergman@hardwicklaw.com)

This Memorandum is executed for the purpose of recordation in the public records of the Recorder, in order to give notice of all the terms and provisions of the ROFR, and is not intended and shall not be construed to define, limit, or modify the ROFR. All of the terms, conditions, provisions and covenants of the ROFR are incorporated into this Memorandum by reference as though fully set forth herein, and both the ROFR and this Memorandum shall be deemed to constitute a single instrument or document.

**CITY OF LEE'S SUMMIT, Offeror**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE JUNIOR COLLEGE DISTRICT OF  
METROPOLITAN KANSAS CITY,  
MISSOURI, Offeree**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A to  
Form of Memorandum of Right of First Refusal**

**Legal Description of Property**

*[TO BE APPENDED FOLLOWING DUE DILIGENCE, BEFORE CLOSING]*

**EXHIBIT F**

**Form of Memorandum of Operating Agreement**

*[TO BE APPENDED]*