

**REAL ESTATE SALE AGREEMENT  
(PARAGON STAR PROJECT – SPORTS COMPLEX)**

**THIS REAL ESTATE SALE AGREEMENT** (this “**Agreement**”), dated as of \_\_\_\_\_, 2018 (the “**Effective Date**”), is made between:

**Seller:** **CITY OF LEE’S SUMMIT MISSOURI**  
a charter city and political subdivision of the State of Missouri  
220 SE Green Street  
Lee’s Summit, Missouri 64063

**Purchaser:** **I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT**  
a community improvement district and political subdivision of the State of Missouri  
315 Main St.  
Lee’s Summit, MO 64063  
c/o Bushyhead, LLC

**1. Property.** Seller agrees to sell to Purchaser the real property legally described on **Exhibit A** hereto and all rights and appurtenances belonging or in any way pertaining thereto (the “**Property**”) and Purchaser agrees to buy the Property from Seller, for the price and upon the terms and conditions set forth in this Agreement.

**2. Exceptions.** The Property shall be subject to only the Permitted Exceptions (as defined below) and zoning ordinances.

**3. Purchase Price.** The purchase price for the Property (the “**Purchase Price**”) shall be One Million Six Thousand Four Hundred Ninety-Four and No/100 Dollars (\$1,006,494.00). The Purchase Price shall be paid to the City at Closing.

**4. Prorations.** The parties agree that all general state, county, school and municipal taxes (exclusive of penalties and interest) payable during the calendar year of Closing shall not be due and payable because both the Seller and the Purchaser are a political subdivision and are exempt from such taxes. To the extent that a court of competent jurisdiction rules that such taxes are due and payable for the calendar year of Closing, such taxes shall be prorated between Seller and Purchaser as of the Closing Date. If the amount of the tax to be prorated cannot be ascertained, proration will be computed on the corresponding amount for the preceding year.

**5. Closing Date.** The closing under this Agreement (the “**Closing**”) shall take place at the offices of the Title Company (defined below) at a date and time to be mutually agreed upon by the parties, after all the Closing Conditions (defined below) have been met (the “**Closing Date**”). Seller shall deliver possession of the Property to Purchaser upon Closing in the same condition as it was on the Effective Date, reasonable wear and tear excepted, notwithstanding any development activities permitted to be performed prior to Closing.

**6. Deliveries.** The parties agree that Seller has previously provided copies of all environmental reports, engineering reports, soil reports, surveys, plats, development plans and correspondence relating to the Property that are in possession of Seller, and Buyer has had sufficient time to review such documents prior to the Closing. Seller shall, within ten (10) days after the date of this Agreement (the “**Delivery Date**”), deliver or cause to be delivered to Purchaser a title insurance commitment for the Property (the “**Commitment**”), by the terms of which First American Title of Kansas City, Missouri (attn.: Sheryl Snook), or another title insurance company reasonably acceptable to Purchaser (the “**Title Company**”) agrees to issue to Purchaser at Closing an ALTA Owner’s Policy of Title Insurance (the “**Title Policy**”) in

the amount of the Purchase Price insuring a merchantable fee simple title in Purchaser's name as of the time of the recording of the deed to Purchaser. The Title Policy shall contain no "standard" exceptions other than a survey exception limited to matters of record only if Purchaser does not obtain a survey of the Property in accordance with this Agreement.

#### **7. Inspections.**

(a) The Parties agree that Seller has provided reasonable access to Purchaser and Purchaser's agents, and will continue to provide such reasonable access after the Effective Date until all Closing Conditions have been satisfied pursuant to Section 14 or until this Agreement has been terminated as provided herein (the "**Review Period**") for all or any of the following to be done at Purchaser's option and Purchaser's expense (collectively, the "**Assessments**"):

- (i) a current survey (the "**Survey**") of the Property; and
- (ii) physical condition inspections of the Property; and
- (iii) an environmental assessment conducted in accordance with the provisions of the "Environmental Matters" section below by a qualified environmental professional chosen by Purchaser (the "**Environmental Assessment**").

#### **8. Purchaser's Objections.**

(a) **Title.** If the Title Policy or the Assessments disclose any title defects or encumbrances to which the Purchaser reasonably objects ("**Title Objections**"), Purchaser may, prior to the expiration of the Review Period, deliver written notice to Seller specifying Purchaser's objections. Seller shall remedy all Title Objections susceptible of being remedied and shall deliver to Purchaser, not less than ten (10) days prior to the Closing Date, a revised Commitment reflecting that the Title Objections have been cured. If Seller fails to or is unable to cure, remove or otherwise correct any of the Title Objections to the satisfaction of Purchaser, then Purchaser may either: (a) elect to accept such Title Policy as Seller is able to deliver and proceed to Closing, or (b) terminate this Agreement. Any matters disclosed by the Title Policy acceptable to Purchaser will be deemed "**Permitted Exceptions**".

(b) **Physical Condition.** If Purchaser is not satisfied with the results of the Assessments, Purchaser shall give Seller written notice specifying Purchaser's objections prior to the expiration of the Review Period. Seller shall have until ten (10) days prior to the Closing Date ("**Seller's Cure Period**") to cure the objections. If Purchaser is not satisfied with Seller's attempts to cure the objections, Purchaser may terminate this Agreement at any time prior to Closing.

**9. Environmental Matters.** The scope, sequence and timing of the Environmental Assessment shall be at the discretion of Purchaser; no invasive or destructive testing shall be done without Seller's prior written consent. Purchaser may terminate this Agreement at any time prior to Closing if the Environmental Assessment reveals or, if at any time prior to the expiration of the Review Period, Purchaser otherwise becomes aware of, the existence of any violation of an environmental law that Purchaser is unwilling to accept.

#### **10. Seller's Representations.** Seller covenants, represents and warrants to Purchaser, as follows:

- (a) Seller is possessed and vested with full power and authority to enter into and consummate this Agreement and to perform Seller's obligations under this Agreement.
- (b) There are no leases, tenancies or other rental arrangements or rights of possession pertaining to any portion of the Property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Agreement.
- (c) Seller has no actual knowledge of any special taxes or assessments levied against the Property which are not yet due and payable at the office of the tax collection authority having

jurisdiction or any existing or proposed improvements to be paid for by special taxes or assessments subsequent to the date of this Agreement.

(d) All statements made by Seller in this Agreement are true and correct and the information provided and to be provided by Seller to Purchaser relating to this Agreement does not and will not contain any statement which, at the time and in the light of the circumstances under which it was made, is false or misleading with respect to any material fact, or omits to state any material fact (which is actually known by Seller) necessary in order to make any statement false or misleading in any material respect.

**11. Survival of Representations and Agreements.** All representations, warranties and agreements contained in this Agreement or in any certificate, instrument or document delivered by or on behalf of either party to this Agreement or in connection with the transaction contemplated by this Agreement shall be deemed representations, warranties or agreements of that party, and shall survive, except to the extent waived by the party for whose benefit they exist, the Closing or termination of this Agreement.

**12. Brokers.** Purchaser represents that Purchaser has not dealt with any brokers or persons who may claim fees in connection with the transaction contemplated by this Agreement. The Parties agree that no commissions, brokers or finders fees or other like changes will arise out of this Agreement or the transaction contemplated by this Agreement.

**13. Restrictive Covenant.** The Deed shall contain the restriction that the portion of the Property north of the Little Blue River shall be used exclusively for a Sports Complex or similar recreational use (the “**Use Restriction**”), and this shall be a restriction running with the land and be binding on the Purchaser and all transferees, successors and assigns, and all other persons and entities acquiring or owning any interest in such portion of the Property, enforceable by specific performance by the Seller or any other persons and entities acquiring or owning any interest in any portion of the Property.

**14. Closing.** The Closing shall be by escrow through the Title Company as follows:

(a) **Seller.** On or before the Closing Date, Seller shall deliver to the Title Company a special warranty deed (the “**Deed**”), conveying title free and clear of all liens and encumbrances other than the Permitted Exceptions and the Use Restriction.

(b) Each party shall deliver all other documents reasonably necessary to complete the Closing and may deliver closing or escrow instructions to the Title Company consistent with the provisions of this Agreement.

**15. Closing Costs.** Except as otherwise provided in this Agreement, each party shall be responsible for the payment of its own attorneys’ fees incurred in connection with the transaction that is the subject of this Agreement. Purchaser shall pay all charges and fees of the Title Company for or regarding the issuance of the Commitment and the Title Policy, including any costs imposed by reason of the issuance of subsequent Commitments to satisfy any Title Objections, the filing fees for recording the Deed, all charges and fees for or regarding the Assessments, and any other fees charged by the Title Company, including closing fees, escrow fees, or any other recording costs. Purchaser may seek reimbursement for engineering, legal and consulting fees which are eligible for reimbursement as Redevelopment Project Costs under the terms of the I-470 and View High Tax Increment Financing Agreement, dated October 20, 2016.

**16. Default and Remedies.**

(a) **Default by Seller.** If Seller defaults in the performance of its obligations under this Agreement, and does not cure the same within ten (10) business days after receipt of written notice from Purchaser (or such longer time as reasonably necessary to effect such cure), Purchaser may (i) terminate this Agreement, or (ii) elect to treat this Agreement as being in full force and effect, in which

case Purchaser may take such other actions as are available under or with respect to this Agreement or otherwise at law or equity, including but not limited to the remedy of specific performance. With respect to any of Seller's obligations accruing after or surviving termination or Closing of this Agreement, Purchaser shall be entitled to all remedies provided by law and equity.

(b) **Default by Purchaser.** If Purchaser defaults in the performance of its obligations prior to Closing, Seller may terminate this Agreement. With respect to any of Purchaser's obligations accruing after or surviving termination or Closing of this Agreement, Seller shall be entitled to all remedies provided by law and equity.

#### **17. Easement Agreements.**

(a) Prior to Closing, and at no cost to Purchaser, the Seller and Purchaser may enter into a separate temporary construction and permanent right-of-way easements or dedications for the purpose of allowing road construction on the Property in accordance with the terms of the TIF Agreement.

(b) At no cost to Purchaser, Seller shall grant a sanitary sewer easement on the Property to Little Blue Valley Sewer District for the existing sewer line crossing the Property.

#### **18. Miscellaneous.**

(a) **Time for Performance.** If the date for the performance of the obligations of Seller and Purchaser under this Agreement falls on a Saturday, Sunday or observed banking holiday by national banks in Lee's Summit, Missouri, the date of performance shall be extended to the next regular business day.

(b) **Business Day.** A "business day" as used herein is a day other than a Saturday, Sunday or observed banking holiday by national banks in Lee's Summit, Missouri.

(c) **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the parties concerning the Property and supersedes any and all prior oral representations, covenants, understandings or agreements between the parties or their agents, and may be modified only by written agreement signed by both parties.

(d) **Governing Law.** This Agreement shall be governed by Missouri law.

**19. Notices.** All notices or deliveries required under this Agreement shall be hand delivered or given by mail (return receipt requested) or overnight courier (signature required) directed to Purchaser and Seller at the address stated on the first page of this Agreement. All notices so given shall be considered effective if hand delivered, when received; if delivered by courier, one (1) business day after timely deposit with the courier service, charges prepaid; or if mailed, three (3) days after deposit, first class postage prepaid, with the United States Postal Service. Either party may change the address to which future notices shall be sent by notice given in accordance with this Section.

**20. Subsequent Conveyance of a Portion of the Property.** Seller and Purchaser acknowledge that it is the intent of the Purchaser, after the Closing, to legally convey to Paragon Star, LLC, or an affiliated entity, a portion of the Property located south of the Little Blue River.

*[Remainder of this page intentionally left blank, signature pages to follow]*

**EXECUTED** as of the Effective Date written above.

**SELLER:**

**CITY OF LEE’S SUMMIT,**  
A charter city and political subdivision of the State  
of Missouri

\_\_\_\_\_  
Office of the City Attorney

\_\_\_\_\_  
William A. Baird  
*Mayor*

**PURCHASER:**

**I-470 AND VIEW HIGH COMMUNITY  
IMPROVEMENT DISTRICT,**  
A community improvement district and political  
subdivision of the State of Missouri

\_\_\_\_\_  
William Brown, Chairman

**EXHIBIT A**

**LEGAL DESCRIPTION**

The North 1/2 of the Northwest 1/4 of Section 34, Township 48, Range 32, in Lee's Summit, Jackson County, Missouri, except that part of said 1/2 of 1/4 section conveyed to Robert McKay by deed dated April 6, 1903 and recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, in Book 244 at page 193, and except that part of said 1/2 of 1/4 section conveyed to the Kansas City Rock Island Railway Company by deed recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, in Book 244, at page 79, containing 3,325,332 square feet or 76.34 acres, more or less.