

TRANSFeree AGREEMENT

THIS TRANSFeree AGREEMENT (this "**Agreement**") is dated as of the _____ day of October, 2025 and is made by and among RED SUMMIT FAIR, LLC, a Delaware limited liability company ("**Transferor**"), MERRIAM NORTH BELL LLC, a Kansas limited liability company, STATION MERRIAM I-35/63 LLC, a Kansas limited liability company, SUMMIT FAIR INVESTORS 2025 LLC, a Missouri limited liability company, PAPA K&M – SF LLC, a Missouri limited liability company, DESOTO FARMS, LLC, a Kansas limited liability company, and COMPTON FARMS, LLC, a Kansas limited liability company, as tenants-in-common (collectively, "**Transferee**"), RED LEE'S SUMMIT EAST, LLC, a Missouri limited liability company ("**Developer**") and the CITY OF LEE'S SUMMIT, MISSOURI, a municipal corporation ("**City**").

RECITALS

A. On August 24, 2006, the City Council of Lee's Summit, Missouri (the "**City Council**") adopted Ordinance No. 6263 approving the Lee's Summit East Tax Increment Financing Plan (the "**Plan**").

B. On May 27, 2008, the City and Developer entered into an Amended and Restated Tax Increment Financing Contract, as amended by that certain First Amendment thereto dated as of October 20, 2008, as further amended by that certain Second Amendment thereto fully executed as of July 23, 2009, as further amended by that certain Third Amendment thereto dated effective as of March 17, 2011, as further amended by that certain Fourth Amendment thereto dated effective as of February 28, 2012, and as further amended by that certain Fifth Amendment thereto dated effective as of May 10, 2024, that set forth the respective obligations and duties of the City and Developer with respect to the implementation of the Plan (the "**Redevelopment Agreement**").

C. Transferor is selling a portion of the Redevelopment Area (as defined in the Redevelopment Agreement) to the Transferee (the "**Property**"), as more particularly described on Exhibit "A" attached hereto, and pursuant to Section 32 of the Redevelopment Agreement, the Transferee is required to enter into this Agreement to confirm their respective agreement to comply with the terms and provisions of the Redevelopment Agreement as it relates to the Property.

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and among Developer, the Transferor, the Transferee and the City as follows:

1. Recitals Incorporated. The above Recitals are hereby incorporated into this Agreement in full and form an integral part hereof.

2. Definitions. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Redevelopment Agreement.

3. Agreement by Transferee.

(a) Redevelopment Plan and Redevelopment Agreement. Transferee hereby agrees that, at all times during its ownership of the Property, it will comply with the requirements of the Plan and the obligations in the Redevelopment Agreement relating to the Property, including, without limitation, the requirements set forth in Sections 5, 8, 9D, 9E, 9F, 10, 18, 19, 30, 31, 32, 34, 37 and 38 of the Redevelopment Agreement. Transferee acknowledges that Developer has certain continuing reporting obligations under the Redevelopment Agreement including, without limitation, those set forth in Sections 8, 11, 18, 29, 33, and Transferee agrees to cooperate with Developer and City and, from time to time at Developer or City's request, provide Developer and/or the City with such information and documentation as the Developer or City may reasonably request in order to satisfy such

reporting obligations, including the information and documentation described in the above-referenced Sections of the Redevelopment Agreement.

(b) Developer Obligations under Bond Documents. The following bonds have been issued to provide incentives to the Property: (i) \$33,450,000 City of Lee's Summit, Missouri Special Obligation Tax Increment and Special District Refunding and Improvement Bonds (Summit Fair Project), Series 2017 (the "Series 2017 Bonds"), and (ii) \$11,850,000 The Industrial Development Authority of the City of Lee's Summit, Missouri Special Assessment and Sales Tax Revenue Bonds (Summit Fair Community Improvement District Project), Series 2012 (the "Series 2012 Bonds"). The Transferor hereby assigns, and the Transferee hereby assumes all rights and obligations of the "Developer" under the Trust Indenture dated as of December 1, 2017, the Financing Agreement dated as of December 1, 2017 and the Continuing Disclosure Agreement dated as of December 1, 2017, with respect to the Series 2017 Bonds, and the Trust Indenture dated as of August 1, 2012, the Financing Agreement dated as of August 1, 2012 and the Continuing Disclosure Agreement dated as of August 1, 2012 (including the developer acknowledgement thereto), with respect to the Series 2012 Bonds.

4. City's Consent and Release. Upon the execution of this Agreement, the sale of the Property to Transferee shall be deemed to have been approved and consented to by the City, and Transferor is hereby released from all of Transferor's obligations under the Redevelopment Agreement relating to the Property. With respect to the transfer of the Property to Transferee (but not future transfers), the City hereby waives the requirement of 60 days prior notice of the transfer as required under Section 32E of the Redevelopment Agreement.

5. Representations and Warranties of Transferees. Transferee represents and warrants that it is a Missouri limited liability company qualified to conduct its business in the State of Missouri and has all requisite power and authority to enter into, execute this Agreement and to perform its obligations hereunder. Transferee shall be the owner of the Property as of the date of this Agreement. This Agreement, assuming the due execution and delivery hereof by Developer and City and assuming that this Agreement is enforceable against Developer and City, constitutes legal, valid and binding obligations of Transferee, enforceable against Transferee in accordance with the terms and conditions herein, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or similar laws affecting creditors' rights generally and general principles of equity (regardless of whether the application of such principles is considered in a proceeding in equity or at law).

6. Notices. All notices, requests and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid as follows:

If to Transferor:

RED Summit Fair, LLC
c/o RED Development
2502 E. Camelback Road, Suite 200
Phoenix, AZ 85016
Attn: Michael Ebert
e-mail: mebert@reddevelopment.com

With a copy to:

If to Transferee:

SF TIF LLC

c/o Block & Company, Inc. - Realtors
605 W. 47th Street, Suite 200
Kansas City, MO 64112
Attention: David M. Block
Telephone: (816) 753-6000
E-mail: dblock@blockandco.com

With a copy to:

Rouse Frets White Goss Gentile Rhodes, P.C.
5250 W. 116th Place, Suite 400
Leawood, KS 66211
Attention: Sean D. Ervin
Telephone: (913) 647-8026
E-mail: servin@rousepc.com

If to Developer:

RED Lee's Summit East, LLC
c/o RED Development
2502 E. Camelback Road, Suite 200
Phoenix, AZ 85016
Attn: Michael Ebert
e-mail: mebert@reddevelopment.com

With a copy to:

Lewis Rice LLC
1010 Walnut, Suite 500
Kansas City, MO 64106
Attn: Ralph E. Bellar, Jr.
Telephone: (816) 472-2511
Facsimile: (816)-421-2500
Email: rebellar@lewisricekc.com

If to City:

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

With a copy to:

David Bushek
Gilmore & Bell
2405 Grand Boulevard, #1100
Kansas City, MO 64108
Telephone: (816) 218-7545
Facsimile: (816) 221-1018
Email: dbushek@gilmorebell.com

7. Successors and Assigns. All rights, benefits and obligations of Transferor and Transferee hereunder shall inure to and bind Transferor and Transferee, respectively, and this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. The provisions of this Agreement shall be covenants running with the land and shall remain in effect for the duration of the Plan, as it pertains to the Property and any renewal period or periods of the Plan, as it pertains to the Property. The provisions of this Agreement shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by, Transferor, Developer, City, their successors and assigns, against Transferee's successors and assigns, and every successor in interest to the Property, or any part of it or any interest in it and any party in possession or occupancy of the Property or any part thereof.

8. Governing Law. This Agreement shall be governed by the laws of the State of Missouri.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

10. Expenses. Except as otherwise provided herein, each of the parties hereto will pay its own costs and expenses, including attorney's fees, incurred by such party or on its behalf in connection with this Agreement and the transactions contemplated herein, except that all administrative costs and expenses of the City shall be an obligation of the Developer under the terms of the Redevelopment Agreement and payable as provided in the Redevelopment Agreement.

11. Community Improvement District. Transferee acknowledges that the Summit Fair Community Improvement District (the "**CID**") was established in accordance with Section 15 of the Redevelopment Agreement and the CID has imposed and assessed special assessments against the Property in an amount equal to \$1.24 per square foot of building area (the "**CID Special Assessments**") and has imposed a 1% sales tax on retail sales within the boundaries of the CID (the "**CID Sales Tax**"), including the Property. Transferee acknowledges that the CID Sales Tax is being imposed upon retail sales made within the Property and will remain in effect and applicable to all taxable sales that occur on the Property until termination of the CID Sales Tax as provided in the Redevelopment Agreement and as allowed in accordance with the CID Act. Transferee hereby agrees to require all tenants and occupants within the Property to collect and remit the CID Sales Tax to the Missouri Department of Revenue and agree to cooperate with Developer and the CID in connection with reporting obligations associated with the CID Sales Tax, including notifying Developer and the CID when new businesses open within the Property. Transferee hereby consents to the creation of the CID and the levying of the CID Sales Tax and the imposition of the CID Special Assessments and hereby waives any and all rights to file suit to set aside the creation of the CID and the levying of the CID Sales Tax and the imposition of the CID Special Assessments or otherwise question the validity of the proceedings relating thereto. Transferee further acknowledges and agrees that it shall pay, on or before the due date, the CID Special Assessments levied by the CID against the Property. Subject to the Exceptions to Waiver (as defined below), Transferee hereby waives the right to vote on any matter regarding the CID and Transferee hereby automatically assigns to Developer all of such Transferee's right to vote on any matter related to the CID, it being the intent of Transferee that Developer have a perpetual proxy from Transferee to vote on all matters related to the CID; provided, however, notwithstanding the foregoing, Transferee shall not be required to assign such Transferee's right to vote to Developer with respect to the following matters (the "**Exceptions to the Waiver**"): (i) an increase in the amount of the CID Sales Tax or (ii) the addition of a new revenue source, including, but not limited to a real estate tax or a business license tax, unless such new revenue source will be imposed in a non-discriminatory manner. Transferee acknowledges that Developer or the CID may seek to change the boundaries of the CID and/or change the nature and scope of the improvements to be constructed or the services to be provided by the CID and Transferee agrees that it will not oppose or interfere with the efforts of Developer, or Developer's affiliates, or the CID to make any such changes to the CID or otherwise participate in any action during any governmental approval process which would delay, or otherwise prejudice the timely approval of such changes to the CID. Transferee agrees that it will, from time to time and at such times as Developer may request, designate a

representative selected by Developer to act as such Transferee's legally authorized representative for the sole and limited purpose of serving on the Board of Directors of CID. In order to effectuate the provisions of this Section 11, Transferee shall, within 10 days after receipt of Developer's written request, execute, notarize and deliver to Developer a Designation of Property Owner's Representative in the form attached hereto as Exhibit B, designating the individual selecting by Developer as Transferee's legally authorized representative for purposes of serving on the CID's Board of Directors. Transferee further acknowledges that Developer and CID are required to provide the Jackson County Collections Department with certain information regarding the building square footage of all buildings located on each tax parcel located within the CID in order for the Jackson County Collection Department to levy the CID special assessments and this information is required to be provided to the County no later than September 1 of each calendar year. Transferee agrees that it will, from time to time at the request of Developer or the CID, provide the Developer and/or the CID with information regarding the total square footage of all buildings located within each tax parcel located within the Property.

12. Consent to Release of Sales Tax Information. Transferee hereby consents to (a) the release by appropriate officials of the City and the CID of sales tax receipts and related information received by the City and the CID as the result of sales occurring on the Property to underwriters, financial advisors, consultants, trustees, paying agents or purchasers of Obligations in connection with the issuance or refunding of Obligations, (b) the publication of such sales tax receipts and related information in preliminary official statements and final official statements to be prepared by an underwriter and other consultants in connection with the issuance or refunding of Obligations, (c) the continued disclosure of such sales tax receipts and related information as part of any continuing disclosure obligations or tax compliance obligations undertaken by the City, the Transferor, the IDA or another issuer related to the issuance or refunding of Obligations, and (d) the use of such sales tax information to permit (i) the budget officers of the CID to comply with the requirements of Missouri law to adopt a budget for each fiscal year that the CID is in operation and (ii) the CID and/or the City to allocate revenues to the appropriate series of Obligations in connection with the issuance or refunding of any Obligations. The provisions of this paragraph may be relied upon by the City, the Developer, the CID, the IDA or another issuer of Obligations for the purposes stated in this paragraph.

13. In Lieu of Deed Restrictions. The parties hereto acknowledge and agree that in lieu of incorporating certain restrictions set forth in Sections 9E, 18B, 19, 32A and 32B of the Redevelopment Agreement into the deed conveying the Property to Transferee pursuant to Section 32D of the Redevelopment Agreement, the restrictions are set forth in Section 3 of this Agreement, and this Agreement shall be recorded and the provisions hereof shall be covenants running with the land and shall encumber the Property and shall be binding upon all future owners of Property during their respective periods of ownership.

14. Recordation. Following full execution of this Agreement, the Transferor shall record this Agreement in the records of the Office of the Jackson County, Missouri Recorder of Deeds.

15. Satisfaction of Condition Precedent. The City acknowledges that upon the full execution of this Agreement, the condition precedent set forth in Section 32A with respect to the transfer of the Property to the Transferee shall be deemed satisfied.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

TRANSFEROR:

RED SUMMIT FAIR, LLC,
a Delaware limited liability company

By: _____
Name: Scott Rehorn
Title: Vice President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of October 2025 before me, a Notary Public in and for said state, personally appeared Scott Rehorn, the Vice President of RED SUMMIT FAIR, LLC, personally known by me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

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

[SEAL]

My Commission Expires:

Notary Public

Printed Name: _____

MERRIAM NORTH BELL LLC,
a Kansas limited liability company

Title: _____

Printed Name: _____

PAPA K&M – SF LLC,
a Missouri limited liability company,

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2025 before me, a Notary Public in and for said state, personally appeared _____, the _____ of _____, personally known by me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

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

[SEAL]

Notary Public

My Commission Expires:

Printed Name:_____

DEVELOPER:

RED LEE'S SUMMIT EAST, LLC,
a Missouri limited liability company

By: _____
Name: Scott Rehorn
Title: Vice President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of October 2025 before me, a Notary Public in and for said state, personally appeared Scott Rehorn, the Vice President of RED SUMMIT FAIR, LLC, personally known by me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

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

[SEAL]

My Commission Expires:

Notary Public

Printed Name: _____

CITY:

THE CITY OF LEE'S SUMMIT, MISSOURI

By: _____

Print Name: _____

Title: _____

STATE OF MISSOURI

)

)

COUNTY OF JACKSON

)

ss.

On this ____ day of _____, 2025, before me personally appeared _____, to me known, who being by me duly sworn, did say that he/she is the _____ of The City of Lee's Summit, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

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

[SEAL]

Print Name: _____

Notary Public in and for said County and State

My Commission Expires:

Exhibit "A"

Legal Description of Property

The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

TRACT 1:

LOT 25, AND TRACTS F AND G, SUMMIT FAIR, THIRD PLAT LOTS 15-27, AND TRACTS F-I, A SUBDIVISION IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 2:

LOT 31, SUMMIT FAIR, LOTS 31 AND 32, A SUBDIVISION IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 3:

ALL THAT PART OF LOT 32, SUMMIT FAIR, LOTS 31 AND 32, A SUBDIVISION IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, LYING IN THE SOUTH HALF OF SECTION 36, TOWNSHIP 48 NORTH, RANGE 32 WEST, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 48 NORTH, RANGE 32 WEST; THENCE SOUTH $02^{\circ} 28' 52''$ WEST, ALONG THE WEST LINE OF SAID SOUTHWEST $\frac{1}{4}$, A DISTANCE OF 414.72 FEET TO A POINT ON THE NORTH LINE OF LOT 32, MINOR PLAT OF SUMMIT FAIR, LOTS 31 AND 32, A SUBDIVISION IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, THE POINT OF BEGINNING; THENCE SOUTH $89^{\circ} 03' 20''$ EAST (THIS AND THE FOLLOWING THREE COURSES ALONG THE NORTH LINE OF SAID LOT 32) A DISTANCE OF 52.23 FEET TO A POINT ON A NONTANGENT CURVE; THENCE IN A SOUTHEASTERLY AND SOUTHERLY DIRECTION, ALONG A CURVE TO THE RIGHT WHOSE INITIAL TANGENT BEARS SOUTH $29^{\circ} 32' 56''$ EAST, HAVING A RADIUS OF 139.00 FEET THROUGH A CENTRAL ANGLE OF $30^{\circ} 30' 24''$, AN ARC DISTANCE OF 74.01 FEET TO A POINT OF TANGENCY; THENCE SOUTH $00^{\circ} 57' 28''$ WEST A DISTANCE OF 65.80 FEET TO POINT; THENCE SOUTH $89^{\circ} 10' 24''$ EAST A DISTANCE OF 231.21 FEET TO THE NORTHEAST CORNER OF SAID LOT 32; THENCE SOUTH $00^{\circ} 49' 36''$ WEST (THIS AND THE FOLLOWING 13 COURSES ALONG THE EAST LINE OF SAID LOT 32) A DISTANCE OF 53.00 FEET TO A POINT; THENCE NORTH $89^{\circ} 10' 24''$ WEST A DISTANCE OF 231.31 FEET TO A POINT; THENCE SOUTH $00^{\circ} 49' 36''$ WEST A DISTANCE OF 18.58 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHERLY AND SOUTHEASTERLY DIRECTION, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 111.00 FEET, THROUGH A CENTRAL ANGLE OF $35^{\circ} 01' 35''$, AN ARC DISTANCE OF 67.86 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHEASTERLY AND SOUTHERLY DIRECTION, ALONG A CURVE TO THE RIGHT, HAVING RADIUS OF 139.00 FEET, THROUGH A CENTRAL ANGLE OF $35^{\circ} 03' 33''$, AN ARC DISTANCE OF 85.05 FEET TO A POINT OF TANGENCY; THENCE SOUTH $00^{\circ} 51' 33''$ WEST A DISTANCE OF 33.87 FEET TO A POINT; THENCE SOUTH $89^{\circ} 10' 24''$ EAST A DISTANCE OF 153.18 FEET TO A POINT; THENCE SOUTH $10^{\circ} 52' 23''$ WEST A DISTANCE OF 44.01 FEET TO A POINT; THENCE SOUTH $79^{\circ} 07' 37''$ EAST A DISTANCE OF 49.50 FEET TO A POINT; THENCE SOUTH $10^{\circ} 52' 23''$ WEST A DISTANCE OF 54.98 FEET TO A POINT; THENCE SOUTH $02^{\circ} 59' 20''$ WEST A DISTANCE OF 285.85 FEET TO A POINT; THENCE SOUTH $48^{\circ} 14' 35''$ WEST A DISTANCE OF 33.37 FEET TO A POINT; THENCE SOUTH $03^{\circ} 14' 35''$ WEST A DISTANCE OF 82.26 FEET TO A POINT; THENCE NORTH $86^{\circ} 45' 25''$

WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 153.45 FEET TO A POINT; THENCE NORTH 76° 58' 41" WEST A DISTANCE OF 87.17 FEET TO A POINT; THENCE NORTH 87° 40' 31" WEST A DISTANCE OF 191.23 FEET TO A POINT; THENCE SOUTH 00° 49' 36" WEST A DISTANCE OF 265.70 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 32; THENCE NORTH 89° 10' 03" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 0.15 FEET TO A POINT; THENCE SOUTH 00° 59' 06" WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 166.77 FEET TO A POINT; THENCE NORTH 86° 35' 26" WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 466.60 FEET TO THE SOUTHWEST CORNER OF SAID LOT 32; THENCE NORTH 11° 26' 06" WEST (THIS AND THE FOLLOWING 32 COURSES ALONG THE WEST LINE OF SAID LOT 32) A DISTANCE OF 282.11 FEET TO A POINT; THENCE NORTH 11° 39' 12" WEST A DISTANCE OF 38.69 FEET TO A POINT; THENCE SOUTH 89° 10' 24" EAST A DISTANCE OF 313.16 FEET TO A POINT; THENCE NORTH 10° 55' 05" EAST A DISTANCE OF 124.46 FEET TO A POINT OF CURVATURE; THENCE IN A NORTHERLY DIRECTION, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 164.00 FEET, THROUGH A CENTRAL ANGLE OF 10° 05' 30", AN ARC DISTANCE OF 28.89 FEET TO A POINT OF TANGENCY; THENCE NORTH 00° 49' 36" EAST A DISTANCE OF 73.67 FEET TO A POINT; THENCE NORTH 35° 49' 39" EAST A DISTANCE OF 58.10 FEET TO A POINT; THENCE NORTH 54° 10' 25" WEST A DISTANCE OF 6.71 FEET TO A POINT; THENCE NORTH 00° 49' 28" EAST A DISTANCE OF 24.63 FEET TO A POINT; THENCE NORTH 89° 10' 31" WEST A DISTANCE OF 0.50 FEET TO A POINT; THENCE NORTH 00° 49' 30" EAST A DISTANCE OF 8.05 FEET TO A POINT; THENCE SOUTH 89° 10' 24" EAST A DISTANCE OF 79.41 FEET TO A POINT; THENCE NORTH 00° 49' 36" EAST A DISTANCE OF 148.90 FEET TO A POINT; THENCE NORTH 89° 10' 24" WEST A DISTANCE OF 0.60 FEET TO A POINT; THENCE NORTH 00° 49' 36" EAST A DISTANCE OF 9.84 FEET TO A POINT; THENCE SOUTH 89° 10' 24" EAST A DISTANCE OF 5.98 FEET TO A POINT; THENCE NORTH 00° 49' 36" EAST A DISTANCE OF 46.16 FEET TO A POINT; THENCE NORTH 89° 10' 24" WEST A DISTANCE OF 5.98 FEET TO A POINT; THENCE NORTH 00° 49' 36" EAST A DISTANCE OF 9.84 FEET TO A POINT; THENCE SOUTH 89° 10' 24" EAST A DISTANCE OF 0.60 FEET TO A POINT; THENCE NORTH 00° 49' 36" EAST A DISTANCE OF 156.79 FEET TO A POINT; THENCE SOUTH 89° 10' 24" EAST A DISTANCE OF 0.60 FEET TO A POINT; THENCE NORTH 00° 49' 36" EAST A DISTANCE OF 8.76 FEET TO A POINT; THENCE NORTH 89° 10' 24" WEST A DISTANCE OF 8.60 FEET TO A POINT; THENCE NORTH 00° 49' 36" EAST A DISTANCE OF 0.60 FEET TO A POINT; THENCE NORTH 89° 10' 24" WEST A DISTANCE OF 24.91 FEET TO A POINT; THENCE SOUTH 00° 49' 36" WEST A DISTANCE OF 1.21 FEET TO A POINT; THENCE NORTH 89° 10' 24" WEST A DISTANCE OF 46.33 FEET TO A POINT; THENCE NORTH 00° 49' 36" EAST A DISTANCE OF 10.01 FEET TO A POINT; THENCE SOUTH 89° 10' 24" EAST A DISTANCE OF 0.33 FEET TO A POINT; THENCE NORTH 00° 49' 36" EAST A DISTANCE OF 33.85 FEET TO A POINT; THENCE NORTH 29° 10' 24" WEST A DISTANCE OF 28.71 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE IN A NORTHEASTERLY AND NORTHERLY DIRECTION, ALONG A CURVE TO THE LEFT WHOSE INITIAL TANGENT BEARS NORTH 39° 09' 28" EAST, HAVING A RADIUS OF 94.00 FEET, THROUGH A CENTRAL ANGLE OF 51° 11' 02", AN ARC DISTANCE OF 83.97 FEET TO A POINT OF TANGENCY; THENCE NORTH 12° 01' 34" WEST A DISTANCE OF 116.68 FEET TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE SOUTH 89° 03' 20" EAST (THIS AND THE FOLLOWING 14 COURSES ALONG THE NORTH LINE OF SAID LOT 32) A DISTANCE OF 30.94 FEET TO A POINT; THENCE SOUTH 00° 56' 40" WEST A DISTANCE OF 0.56 FEET TO A POINT; THENCE SOUTH 89° 03' 20" EAST A DISTANCE OF 11.49 FEET TO A POINT; THENCE NORTH 00° 56' 40" EAST A DISTANCE OF 1.02 FEET TO A POINT; THENCE SOUTH 89° 03' 20" EAST A DISTANCE OF 126.57 FEET TO A POINT; THENCE SOUTH 00° 56' 40" WEST A DISTANCE OF 0.48 FEET TO A POINT; THENCE SOUTH 89° 03' 20" EAST A DISTANCE OF 15.34 FEET TO A POINT; THENCE SOUTH 00° 56' 40" WEST A DISTANCE OF 7.98 FEET TO A POINT; THENCE SOUTH 89° 03' 20" EAST A DISTANCE OF 10.00 FEET TO A POINT;

THENCE SOUTH 00° 56' 40" WEST A DISTANCE OF 0.40 FEET TO A POINT; THENCE SOUTH 89° 03' 20" EAST A DISTANCE OF 36.83 FEET TO A POINT; THENCE NORTH 00° 56' 40" EAST A DISTANCE OF 8.38 FEET TO A POINT; THENCE SOUTH 89° 03' 20" EAST A DISTANCE OF 17.33 FEET TO A POINT; THENCE NORTH 00° 56' 40" EAST A DISTANCE OF 0.48 FEET TO A POINT; THENCE SOUTH 89° 03' 20" EAST A DISTANCE OF 111.13 FEET TO THE POINT OF BEGINNING. ALSO BEING SHOWN AND DESCRIBED AS LOT 32A ON THE CERTIFICATE OF SURVEY LOT 32, MINOR PLAT OF SUMMIT FAIR, LOTS 31 AND 32, PART OF A SUBDIVISION IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, LYING IN THE SOUTH HALF OF SECTION 36, TOWNSHIP 48 NORTH, RANGE 32 WEST, RECORDED AS DOCUMENT NO. 2017E0096423 IN BOOK S-14, PAGE 81.

TRACT 4:

ALL THAT PART OF LOT 32, SUMMIT FAIR, LOTS 31 AND 32, A SUBDIVISION IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, LYING IN THE SOUTH ½ OF SECTION 36, TOWNSHIP 48 NORTH, RANGE 32 WEST, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF SECTION 36, TOWNSHIP 48 NORTH, RANGE 32 WEST; THENCE SOUTH 02° 28' 52" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST ¼, A DISTANCE OF 414.72 FEET TO A POINT ON THE NORTH LINE OF LOT 32, MINOR PLAT OF SUMMIT FAIR, LOTS 31 AND 32, A SUBDIVISION IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI; THENCE SOUTH 89° 03' 20" EAST (THIS AND THE FOLLOWING THREE COURSES ALONG THE NORTH LINE OF SAID LOT 32) A DISTANCE OF 52.23 FEET TO A POINT ON A NONTANGENT CURVE; THENCE IN A SOUTHEASTERLY AND SOUTHERLY DIRECTION, ALONG A CURVE TO THE RIGHT WHOSE INITIAL TANGENT BEARS SOUTH 29° 32' 56" EAST, HAVING A RADIUS OF 139.00 FEET, THROUGH A CENTRAL ANGLE OF 30° 30' 24", AN ARC DISTANCE OF 74.01 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00° 57' 28" WEST A DISTANCE OF 65.80 FEET TO A POINT; THENCE SOUTH 89° 10' 24" EAST A DISTANCE OF 231.21 FEET TO THE NORTHEAST CORNER OF SAID LOT 32; THENCE SOUTH 00° 49' 36" WEST (THIS AND THE FOLLOWING 13 COURSES ALONG THE EAST LINE OF SAID LOT 32) A DISTANCE OF 53.00 FEET TO A POINT; THENCE NORTH 89° 10' 24" WEST A DISTANCE OF 231.31 FEET TO A POINT; THENCE SOUTH 00° 49' 36" WEST A DISTANCE OF 18.58 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHERLY AND SOUTHEASTERLY DIRECTION, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 111.00 FEET, THROUGH A CENTRAL ANGLE OF 35° 01' 35", AN ARC DISTANCE OF 67.86 FEET TO A POINT OF REVERSE CURVATURE; THENCE IN A SOUTHEASTERLY AND SOUTHERLY DIRECTION, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 139.00 FEET THROUGH A CENTRAL ANGLE OF 35° 03' 33", AN ARC DISTANCE OF 85.05 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00° 51' 33" WEST A DISTANCE OF 33.87 FEET TO POINT; THENCE SOUTH 89° 10' 24" EAST A DISTANCE OF 153.18 FEET TO A POINT; THENCE SOUTH 10° 52' 23" WEST A DISTANCE OF 44.01 FEET TO A POINT; THENCE SOUTH 79° 07' 37" EAST A DISTANCE OF 49.50 FEET TO A POINT; THENCE SOUTH 10° 52' 23" WEST A DISTANCE OF 54.98 FEET TO A POINT; THENCE SOUTH 02° 59' 20" WEST A DISTANCE OF 285.85 FEET TO A POINT; THENCE SOUTH 48° 14' 35" WEST A DISTANCE OF 33.37 FEET TO A POINT; THENCE SOUTH 03° 14' 35" WEST A DISTANCE OF 82.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 03° 14' 35" WEST, ALONG THE EAST LINE OF SAID LOT 32, A DISTANCE OF 11.00 FEET TO A POINT; THENCE SOUTH 41° 45' 25" EAST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 48.19 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE IN A SOUTHERLY DIRECTION, CONTINUING ALONG SAID EAST LINE AND ALONG A CURVE TO THE RIGHT WHOSE INITIAL TANGENT BEARS SOUTH 04° 14' 32" WEST, HAVING A RADIUS OF 4951.00 FEET, THROUGH A CENTRAL ANGLE OF 1° 32' 42", AN ARC DISTANCE OF 133.52

FEET TO A POINT OF TANGENCY; THENCE SOUTH 10° 25' 21" WEST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 21.58 FEET TO THE SOUTHEAST CORNER OF SAID LOT 32; THENCE NORTH 79° 27' 38" WEST, ALONG THE SOUTH LINE OF SAID LOT 32, A DISTANCE OF 50.17 FEET TO A POINT; THENCE SOUTH 10° 42' 44" WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 47.54 FEET TO A POINT; THENCE NORTH 87° 04' 24" WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 93.39 FEET TO A POINT; THENCE NORTH 89° 10' 03" WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 297.55 FEET TO A POINT; THENCE NORTH 00° 49' 36" EAST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 265.70 FEET TO A POINT; THENCE SOUTH 87° 40' 31" EAST A DISTANCE OF 191.23 FEET TO A POINT; THENCE SOUTH 76° 58' 41" EAST A DISTANCE OF 87.17 FEET TO A POINT; THENCE SOUTH 86° 45' 25" EAST A DISTANCE OF 153.45 FEET TO THE POINT OF BEGINNING. ALSO BEING SHOWN AND DESCRIBED AS LOT 32B ON THE CERTIFICATE OF SURVEY LOT 32, MINOR PLAT OF SUMMIT FAIR, LOTS 31 AND 32, PART OF A SUBDIVISION IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, LYING IN THE SOUTH HALF OF SECTION 36, TOWNSHIP 48 NORTH, RANGE 32 WEST, RECORDED AS DOCUMENT NO. 2017E0096423 IN BOOK S-14, PAGE 81.

TRACT 5:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS OVER THE COMMON AREA, THE PASSAGE AND PARKING OF VEHICLES, THE PASSAGE AND ACCOMMODATION OF PEDESTRIANS AND INCIDENTAL USES, UTILITY LINES, PEDESTRIAN AND VEHICULAR TRAFFIC WITHIN THE ACCESS ROADS, THE DISCHARGE OF SURFACE STORM WATER DRAINAGE AND/OR RUNOFF AS ESTABLISHED BY THE CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED AS OF JULY 31, 2008, AND RECORDED AS OF AUGUST 13, 2008, AS INSTRUMENT NUMBER 2008E0087161, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT DATED AS OF NOVEMBER 7, 2008, AND RECORDED AS OF NOVEMBER 10, 2008, AS INSTRUMENT NUMBER 2008E0117315, AS AMENDED BY THAT CERTAIN SECOND AMENDMENT DATED AS OF AUGUST 17, 2016, AND RECORDED AS OF AUGUST 17, 2016, AS INSTRUMENT NUMBER 2016E0076054 IN THE OFFICIAL RECORDS OF JACKSON COUNTY, MISSOURI.

TRACT 6:

NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, ABUTMENT, SIGNS, UTILITY, STORM DRAINAGE AND PARKING, ESTABLISHED BY THE DECLARATION OF RECIPROCAL EASEMENT, COVENANTS AND RESTRICTIONS RECORDED FEBRUARY 24, 2010 AS DOCUMENT NO. 2010E0018101.

TRACT 7:

LOT 26B, SUMMIT FAIR, LOTS 26A AND 26B, A SUBDIVISION IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

