

DEVELOPMENT AND LAND TRANSFER AGREEMENT

THIS DEVELOPMENT AND LAND TRANSFER AGREEMENT ("**Agreement**") is made this ___ day of _____, 2026 ("**Effective Date**"), by and between the CITY OF LEE'S SUMMIT, MISSOURI, a Missouri municipal corporation ("**City**"), HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation, and HUNT MIDWEST RESIDENTIAL, LLC, a Missouri Limited Liability Company (collectively referred to as "**Hunt**"), (each is a "**Party**" and collectively the "**Parties**"). (All capitalized terms used but not otherwise defined herein shall have the meanings in Section 1.2 of this Agreement.)

RECITALS

A. The Parks Project – The City, by and through the Lee’s Summit Parks and Recreation Board, intends to construct and operate a multimodal trail through the current Eagle Creek Park property, generally along Mouse Creek, to SW Pryor Road. To construct this project, the City will need a multimodal trail easement across the Hunt Undeveloped Parcel, property owned by Hunt.

B. The City Project – The City, through the City’s Public Works Department, is in the process of improving SW Pryor Road. Project improvements include roadway widening to two lanes in each direction with curb and gutter and enclosed storm drainage, additional turn lanes and signal improvements, a divided median, improved roadway lighting, added pedestrian and cycling features such as continuous sidewalk and multiuse path, a pedestrian underpass, utility relocations, and access management modifications. To construct this project, the City will need a multimodal trail and stormwater easement on the Hunt Undeveloped Parcel, property owned by Hunt, and fee simple ownership over Hunt Tract B3, owned by Hunt, for a multimodal trail and stormwater infrastructure.

C. Hunt Project – Hunt is continuing its development of their Eagle Creek subdivision. To facilitate appropriate land use, Hunt requires additional land for a detention basin. The City has land identified as City Tract G-2, which will be transferred to Hunt in fee simple ownership. In addition, Hunt will need a future stormwater easement for an underground stormwater outflow pipe and gravel pit from their future detention basin on City Tract G-2. This future stormwater easement will be constructed by Hunt on City Tract G-1.

D. The City and Hunt desire to enter into an agreement to provide for the land transactions discussed above and for certain consideration contained in this Agreement.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1. Recitals and Exhibits. The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement

and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“Applicable Laws and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

“City” means the City of Lee’s Summit, Missouri, a charter city and political subdivision under applicable Missouri laws.

“City Council” means the governing body of the City of Lee’s Summit, Missouri.

“City Manager” means the City Manager of the City, or his/her designee.

“City Tract G-1” means Tract G-1, of a Minor Plat of Eagle Creek Greenway (Tracts G-1 & G-2), a Replat of Tract G of Eagle Creek Greenway, containing approximately 1,080,245 square feet, owned by the City.

“City Tract G-2” means Tract G-2, of a Minor Plat of Eagle Creek Greenway (Tracts G-1 & G-2), a Replat of Tract G of Eagle Creek Greenway, containing approximately 52,280 square feet, owned by the City.

“Closing Date” means the date on which the Hunt Undeveloped Parcel, Hunt Tract B3, and City Tract G-2 are each transferred pursuant to the terms and conditions of this Agreement. The Closing Date for each transaction will be simultaneous and determined and mutually agreed upon as described in this Agreement. The Closing Date for the easement on City Tract G-1 shall be as defined later in this Agreement.

“Hunt Tract B3” means Hunt Tract B3, of a Minor Plat of Hook Farms Tracts B1, B2, & B3, a Replat of Tract B, Hook Farms First Plat (Lots 1 Through 49 Inclusive and Tracts A, B & C), containing approximately 40,969 square feet, owned by Hunt.

“Hunt Undeveloped Parcel” means Parcel ID 69-200-04-01-01-1-00-000 owned by Hunt.

“Park Board” means the City of Lee’s Summit Parks and Recreation Board as set forth in Article VIII of the Charter of the City of Lee’s Summit, Missouri.

“Park Impact Fees” means what is set forth under Chapter 19, Parks and Recreation, Article IV Parks and Recreation Impact Fees of the Municipal Code of the City of Lee’s Summit, Missouri.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by Hunt. Hunt represents that:

- A. Hunt is a company organized and existing under the laws of the State of Missouri.
- B. Hunt has the authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board, Hunt has been duly authorized to execute and deliver this Agreement and exhibits, acting by and through its duly authorized officers.
- C. Hunt has no knowledge of litigation or proceedings pending or threatened against the Hunt affecting the right of Hunt to execute or deliver this Agreement or the ability of Hunt to comply with its obligations under this Agreement.

Section 2.2. Representations by the City. The City represents that:

- A. The City is duly organized and existing under the Constitution and laws of the State of Missouri as a charter city.
- B. The City has the authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City is duly authorized to execute and deliver this Agreement and exhibits.
- C. The City has no knowledge of litigation or proceedings pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

ARTICLE 3: TRANSACTIONS TO FACILITATE THE PROJECTS.

Section 3.1. Easements on the Hunt Undeveloped Parcel. The easements on the Hunt Undeveloped Parcel will be transferred to the City according to the following terms and conditions:

- A. Form of Easements. The form of easements to be transferred shall be substantially similar to Exhibits 1 and 2 of this Agreement, attached hereto and incorporated herein by reference.
- B. Purchase Price. The purchase price for the easements on the Hunt Undeveloped Parcel contemplated under this Agreement shall be \$1.00, and the other good and valuable consideration provided and described in this Agreement.
- C. Title Commitment. No title insurance or commitment shall be required.
- D. Closing Date. The City and Hunt will establish a mutually agreeable Closing Date that shall occur no later than 10 business days after the Effective Date of this Agreement.
- E. Possession. Possession of easements for Hunt Undeveloped Parcel shall be delivered to the City on the Closing Date.

F. Closing and Closing Deliveries. The Closing shall take place at the Lee's Summit, Missouri City Hall through the City of Lee's Summit Law Department, or such other place as the Parties may mutually agree. At Closing, the City and Hunt shall execute and deliver the following at closing:

1. Hunt shall deliver to the City the fully executed easements substantially similar to Exhibits 1 and 2 of this Agreement.

G. Hunt's Covenants as Owner. From the date of this Agreement until the Closing Date:

1. Hunt shall operate, repair, and maintain the Hunt Undeveloped Parcel in the same manner as the same have heretofore been maintained and shall permit no wasting of the property.

2. Hunt shall not enter into any lease, lease amendment, license, or occupancy agreement of any kind with respect to the easement area of Hunt Undeveloped Parcel, without the City's prior written consent, in each such instance, which consent shall not be unreasonably withheld or delayed.

3. Except as set forth herein, Hunt shall not transfer any of the Hunt Undeveloped Parcel, create any encumbrance thereon, grant any easements, or enter into any contract or other agreement affecting the easement area of the Hunt Undeveloped Parcel which is not cancelable on and as of the Closing Date without the City's prior written consent, in each such instance.

H. Broker. The Parties do hereby certify, represent, and warrant, each to the other, that they have not engaged, enlisted, employed, or otherwise made use of any real estate broker or salesperson in connection with the transactions contemplated in the Hunt Undeveloped Parcel. The Parties further promise to indemnify and hold the other harmless from any and all fees, costs and/or charges stemming from a broker or salesperson purporting to represent either Party in connection with such sale.

Section 3.2. Transfer of Hunt Tract B3. The Hunt Tract B3 land will be transferred to the City according to the following terms and conditions:

A. Form of Special Warranty Deed. The form of the Special Warranty Deed for the transfer of the Hunt Tract B3 land shall be substantially similar to Exhibit 3 of this Agreement, attached hereto and incorporated herein by reference.

B. Purchase Price. The purchase price for Hunt Tract B3 land contemplated under this Agreement shall be \$10.00, and the other good and valuable consideration provided and described in this Agreement.

C. Title Commitment. No title insurance or commitment shall be required.

D. Closing Date. The City and Hunt will establish a mutually agreeable Closing Date that shall occur no later than 10 business days after the Effective Date of this Agreement.

E. Possession. Possession of Hunt Tract B3 land shall be delivered to the City on the Closing Date.

F. Closing and Closing Deliveries. The Closing shall take place at the Lee's Summit, Missouri City Hall through the City of Lee's Summit Law Department, or such other place as the Parties may mutually agree. At Closing, the City and Hunt shall execute and deliver the following at closing:

1. Hunt shall deliver to the City the Special Warranty Deed substantially similar to Exhibit 3 of this Agreement.

G. Hunt's Covenants as Owner. From the date of this Agreement until the Closing Date:

1. Hunt shall operate, repair, and maintain the Hunt Tract B3 land in the same manner as the same have heretofore been maintained and shall permit no wasting of the property.

2. Hunt shall not enter into any lease, lease amendment, license, or occupancy agreement of any kind with respect to the Hunt Tract B3 land, without the City's prior written consent, in each such instance, which consent shall not be unreasonably withheld or delayed.

3. Except as set forth herein, Hunt shall not transfer any of the Hunt Tract B3 land, create any encumbrance thereon, grant any easements, or enter into any contract or other agreement affecting the Hunt Tract B3 land which is not cancelable on and as of the Closing Date without the City's prior written consent, in each such instance.

H. Broker. The Parties do hereby certify, represent, and warrant, each to the other, that they have not engaged, enlisted, employed, or otherwise made use of any real estate broker or salesperson in connection with the transactions contemplated in the Hunt Tract B3 land. The Parties further promise to indemnify and hold the other harmless from any and all fees, costs, and/or charges stemming from a broker or salesperson purporting to represent either Party in connection with such sale.

Section 3.3. Transfer of City Tract G-2. The City Tract G-2 land will be transferred to Hunt according to the following terms and conditions:

A. Form of Special Warranty Deed. The form of the Special Warranty Deed for the transfer of the City Tract G-2 land shall be substantially similar to Exhibit 4 of this Agreement, attached hereto and incorporated herein by reference.

B. Purchase Price. The purchase price for City Tract G-2 land contemplated under this Agreement shall be \$10.00, and the other good and valuable consideration provided and described in this Agreement.

C. Title Commitment. No title insurance or commitment shall be required.

D. Closing Date. The City and Hunt will establish a mutually agreeable Closing Date that shall occur no later than 10 business days after the Effective Date of this Agreement.

E. Possession. Possession of City Tract G-2 land shall be delivered to Hunt on the Closing Date.

F. Closing and Closing Deliveries. The Closing shall take place at the Lee's Summit, Missouri City Hall through the City of Lee's Summit Law Department, or such other place as the Parties may mutually agree. At Closing, the City and Hunt shall execute and deliver the following at closing:

1. City shall deliver to Hunt the Special Warranty Deed substantially similar to Exhibit 4 of this Agreement.

G. City's Covenants as Owner. From the date of this Agreement until the Closing Date:

1. City shall operate, repair, and maintain the City Tract G-2 land in the same manner as the same has heretofore been maintained and shall permit no wasting of the property.

2. City shall not enter into any lease, lease amendment, license, or occupancy agreement of any kind with respect to the City Tract G-2 land, without Hunt's prior written consent, in each such instance, which consent shall not be unreasonably withheld or delayed.

3. Except as set forth herein, City shall not transfer any of the City Tract G-2 land, create any encumbrance thereon, grant any easements, or enter into any contract or other agreement affecting the City Tract G-2 land which is not cancelable on and as of the Closing Date without Hunt's prior written consent, in each such instance.

H. Broker. The Parties do hereby certify, represent, and warrant, each to the other, that they have not engaged, enlisted, employed, or otherwise made use of any real estate broker or salesperson in connection with the transactions contemplated in the City Tract G-2 land. The Parties further promise to indemnify and hold the other harmless from any and all fees, costs, and/or charges stemming from a broker or salesperson purporting to represent either Party in connection with such sale.

Section 3.4. Future Stormwater Easement on City Tract G-1. The future easement on City Tract G-1 will be transferred to Hunt according to the following terms and conditions:

A. Easement Area. The Parties agree that the area for the future stormwater easement on City Tract G-1 for an underground stormwater outflow pipe and gravel pit from Hunt's future detention basin on City Tract G-2 has not been legally defined as of the Effective Date of this Agreement. The Parties agree to work together in good faith to legally define the future stormwater easement on City Tract G-1 that is limited to what is reasonable and necessary from a design and engineering standard to allow for the intended discharge from Hunt's stormwater detention basin to be constructed on City Tract G-2 as long as it does not interfere with the current or future use of the property or create erosion on City Tract G-1.

B. Form of Easements. The form of easement to be transferred shall be substantially similar to Exhibit 5 of this Agreement, attached hereto and incorporated herein by reference. After the Easement Area is legally defined, the Mayor or designee has the authority to execute the form of easement under this subsection.

C. Purchase Price. The purchase price for the easement on City Tract G-1 contemplated under this Agreement shall be \$1.00, and the other good and valuable consideration provided and described in this Agreement.

D. Title Commitment. No title insurance or commitment shall be required.

E. Closing Date. The City and Hunt will establish a mutually agreeable Closing Date, which shall occur no later than 30 calendar days after the Parties agree to the final plans and legal description for the future stormwater easement.

F. Possession. Possession of the easement for City Tract G-1 shall be delivered to Hunt on the Closing Date.

G. Closing and Closing Deliveries. The Closing shall take place at the Lee's Summit, Missouri City Hall through the City of Lee's Summit Law Department, or such other place as the Parties may mutually agree. At Closing, the City and Hunt shall execute and deliver the following at closing:

1. City shall deliver to Hunt the fully executed easement substantially similar to Exhibit 5 of this Agreement.

H. City's Covenants as Owner. From the date of this Agreement until the Closing Date:

1. City shall operate, repair, and maintain City Tract G-1 in the same manner as the same has heretofore been maintained and shall permit no wasting of the property.

2. City shall not enter into any lease, lease amendment, license, or occupancy agreement of any kind affecting the general future stormwater easement area of City Tract G-1, without Hunt's prior written consent, in each such instance, which consent shall not be unreasonably withheld or delayed.

3. Except as set forth herein, City shall not transfer any of City Tract G-1, create any encumbrance thereon, grant any easements, or enter into any contract or other agreement affecting the general future stormwater easement area of City Tract G-1 which is not cancelable on and as of the Closing Date, without Hunt's prior written consent, in each such instance.

I. Broker. The Parties do hereby certify, represent, and warrant, each to the other, that they have not engaged, enlisted, employed, or otherwise made use of any real estate broker or salesperson in connection with the transactions contemplated in City Tract G-1. The Parties further promise to indemnify and hold the other harmless from any and all fees, costs and/or charges stemming from a broker or salesperson purporting to represent either Party in connection with such sale.

ARTICLE 4: OTHER TERMS AND CONDITIONS.

Section 4.1. Financial Contribution by Hunt for the Multimodal Trail Construction and Park Impact Fee Credit. Hunt agrees, within 30 calendar days after the Effective Date of this Agreement, to transfer to the City, for the benefit of the Park Board, \$190,000.00 for the construction of the multimodal trail contemplated in this Agreement. This \$190,000.00 will be credited to the Park Impact Fees for the Hook Farms Subdivision and the adjacent Eagle Creek Villas Subdivision. Any Park Impact Fee credit allowed under this Section shall be used within 10 years from the Effective Date of this Agreement. No refund will be given for any Park Impact Fee paid before the Effective Date of this Agreement or after the expiration of 10 years from the Effective Date of this Agreement. This Agreement will in no way change any language of the Park Impact Fee Ordinance, and the Park Impact Fee Ordinance shall control. If the proposed multimodal trail contained within Hunt Undeveloped Parcel or Hunt Tract B3 is not completed and open to the public within 3-years of the Effective Date of this Agreement, Hunt's financial contribution will be returned to them, based on the percentage of the trail that remains uncompleted and minus any Park Impact Fees credited to lots in the Hook Farms or the Eagle Creek Villas subdivisions.

Section 4.2. Cost of Improvements and Construction. Each Party shall be solely responsible for the costs of each of its respective projects. Said costs shall include, but are not limited to, survey, design, engineering, construction, and maintenance. Further, each Party agrees to construct its respective improvements in accordance with all Applicable Laws and Requirements and generally acceptable standards.

ARTICLE 5: INDEMNIFICATION

Section 5.1. Indemnification by City. To the extent allowed by Missouri law and the Missouri Constitution, the City agrees to indemnify Hunt from and against any liability, injury, loss, action, suit, proceeding, investigation, fine, fee, lien, damage, claim, cost, attorney(s) fee, or expenses incurred, arising from damage or injury to persons or property occurring or allegedly occurring as a result of any act and/or omission by City relating to the City's use of the Hunt Undeveloped Parcel, but not for Hunt's sole negligence or misconduct or for any amount paid by insurance or any injury by Hunt or any owner, member, invitee, or guest of the Hook Farms or Eagle Creek Villas subdivisions.

Section 5.2. Indemnification by Hunt. To the extent allowed by Missouri law and the Missouri Constitution, Hunt agrees to indemnify City from and against any liability, injury, loss, action, suit, proceeding, investigation, fine, fee, lien, damage, claim, cost, attorney(s) fee, or expenses incurred, arising from damage or injury to persons or property occurring or allegedly occurring as a result of any act and/or omission by Hunt relating to Hunt's use of City Tract G-1, but not for City's sole negligence or misconduct or for any amount paid by insurance or any injury by City or any invitee or guest of the City.

ARTICLE 6: GENERAL PROVISIONS

Section 6.1. Termination. The Parties acknowledge that the covenants in this Agreement are necessary to allow for the respective projects to be successfully completed, and they agree that this Agreement cannot be terminated by either Party after execution.

Section 6.2. Default and Remedies. An event of default shall occur upon the failure by either Party in the performance of any covenant, agreement, or obligation imposed or created by this Agreement and the continuance of such failure for fifteen (15) calendar days after the other Party, as applicable, has given written notice to such Party specifying such failure. Upon an event of default, a Party may take appropriate legally available enforcement actions.

Section 6.3. Notices. All notices required pursuant to this Agreement shall be sent as follows:

To the City:

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

To the Hunt:

Hunt Midwest Real Estate Development, Inc.
1881 Main Street, Suite 200
Kansas City, MO 64108

With a copy to:

Administrator of Parks and Recreation
Lee's Summit City Hall
220 SE Green Street
Lee's Summit, MO 64063

Section 6.4. Rights and Remedies Cumulative. The rights and remedies maintained by any Party under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Any Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and any Party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.5. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an event of default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.6. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect until all of the obligations set forth herein have been fulfilled by the Parties, after which they may mutually agree in writing that the Agreement is deemed to be completed and terminated.

Section 6.7. Force Majeure. Notwithstanding anything to the contrary contained herein, neither Party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, pandemic, adverse market conditions, governmental shutdown or closure, breakdowns or malfunctions, interruptions or malfunction of computer facilities, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each Party agrees to make a good faith effort to perform its obligations hereunder.

Section 6.8. Modification. The terms, conditions, and provisions of this Agreement may not be modified or eliminated except in writing and by mutual agreement among the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 6.9. Jointly Drafted. The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

Section 6.10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, with venue in the Circuit Court of Jackson County, Missouri, at Independence.

Section 6.11. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 6.12. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 6.13. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or the Administrator of Parks and Recreation, or their designee, without the necessity of any action by the City Council or the Park Board. The City Manager or the Administrator of Parks and Recreation may seek input from the City Council or Park Board before granting any approval.

Section 6.14. Electronic Transaction. The transactions described herein may be conducted, and related documents may be received, delivered, or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 6.15. Entire Agreement. This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

Section 6.16. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

Section 6.17. Supplemental Agreements/Additional Action. The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

[Remainder of this page intentionally left blank]

**HUNT MIDWEST REAL ESTATE
DEVELOPMENT, INC.**

By: _____
Name: _____
Title: _____
Date: _____

[Seal]

ATTEST:

Secretary

Notary for Hunt Midwest Real Estate Development, Inc.

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____, who is personally known to me to be the same person who executed the within instrument on behalf of Hunt Midwest Real Estate Development, Inc., and such person duly acknowledged the execution of the same to be the act and deed of Hunt Midwest Real Estate Development, Inc.

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:

HUNT MIDWEST RESIDENTIAL, LLC
By: Hunt Midwest Real Estate
Development, Inc.
Its sole member

By: _____
Name: _____
Title: _____
Date: _____

[Seal]

ATTEST:

Secretary

Notary for Hunt Midwest Residential, LLC.

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____, who is personally known to me to be the same person who executed the within instrument on behalf of Hunt Midwest Residential, LLC, and such person duly acknowledged the execution of the same to be the act and deed of Hunt Midwest Residential, LLC.

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:

MULTIMODAL TRAIL EASEMENT

THIS MULTIMODAL TRAIL EASEMENT AGREEMENT (“Agreement”), made this _____ day _____ of _____, 2026, (“Effective Date”) by and between Hunt Midwest Real Estate Development, Inc., a Company organized and existing under the laws of the State of Missouri, **Grantor**, and the City of Lee's Summit, Missouri, a Missouri Municipal Corporation with a mailing address of 220 S.E. Green St., Lee's Summit, Missouri 64063, **Grantee**.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and no/100's Dollars (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a permanent and exclusive easement for the establishment, re-establishment, locating, improving, building, construction, reconstruction, operation, inspection, maintenance, removal, replacement, abandonment, and repair of multimodal trails, sidewalks, bike paths, other public paths, pedestrian amenities, signage, curbs, gutters, earthwork, stormwater utilities, stormwater pipelines, manholes, drainage inlets, drainage structures, culverts, drainage ways, grading, stormwater drainage systems, utilities, lighting, together, with all necessary appurtenances thereto (“Multimodal Infrastructure”); and other municipal and public projects, related facilities, together with the right of ingress to and egress to and from the Easement Area for the purpose of exercising the rights granted in this Agreement; for the purpose of **Grantee** exercising the rights in this Agreement, over, under, through, across, in and upon the following described lands in Jackson County, Missouri, to-wit:

See Attached Exhibit A for Legal (“Easement Area”) and Exhibit B for Depiction

GRANTEE, its successors and assigns, shall have the right to trim, remove, eradicate, cut, and clear away any trees, limbs, brush, and vines (“Vegetation”) on the Easement Area or on routes exercised as access to the Easement Area now or at any future time whenever in its judgment such Vegetation will interfere with or endanger the exercise of the rights in this Agreement.

GRANTEE, its successors and assigns, shall have the right of ownership, use, and control of all Multimodal Infrastructure through the Easement Area for all proper purposes connected with the installation, use, maintenance, and replacement of the Multimodal Infrastructure (and other equipment).

The Temporary Construction Easements shall commence on the Effective Date and continue for 2 years (“TCE Period”) from the date **Grantee** commences construction on the Multimodal Infrastructure. **Grantee** shall provide written notice to **Grantor** notifying **Grantor** of the date **Grantee** intends to commence construction in Easement

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Area (“Commencement Date”). If **Grantee** completes the Improvements prior to the expiration of the TCE Period, **Grantee** shall deliver a written notice to **Grantor** notifying them of said completion and the Temporary Construction Easements shall automatically terminate upon receipt by **Grantor** of said notice. Otherwise, the Temporary Construction Easements shall automatically terminate after the TCE Period or any renewal period has expired without any further action by the parties unless mutually agreed by the parties in writing to extend the TCE Period. **Grantee** shall have the option to renew the Temporary Construction Easements for an additional 1 year period beyond the TCE Period at the same compensation amount paid to **Grantor** for the current TCE Period by providing **Grantor** written notification and the compensation amount prior to the expiration of the TCE Period.

GRANTOR agrees not to obstruct or interfere with the use, operation, or maintenance of such Multimodal Infrastructure, by erecting, or causing or allowing to be erected, any building or structures on or within said Easement Area or Vegetation in the Easement Area that interferes with or endangers the exercise of **Grantee’s** rights in this Agreement.

GRANTEE shall have the maintenance obligation on all Multimodal Infrastructure constructed by the City or its agents, employees, contractors, invitees, permittees, licensees, successors, or assigns in the Easement Area. **Grantor** agrees to perform all other maintenance in the Easement Area.

GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein.

GRANTOR, to the fullest extent allowed by law, including, without limitation, to Section 527.188, RSMo., hereby waives any right to request vacation of the easement herein granted.

GRANTOR AND GRANTEE agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Jackson County, Missouri at Independence.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Lee's Summit, Missouri, a Missouri Municipal Corporation, and to its successors and assigns forever.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, **Grantor**, a Missouri Company has caused these presents to be signed by its _____
(title) and attested by its _____ (title), this _____ day of _____, 2026.

Hunt Midwest Real Estate Development, Inc.

By: _____
Signature

[Printed name and title]

ATTEST:

By: _____
Signature

[Printed name and title]

[Remainder of page intentionally left blank]

ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this ____ day of _____, 2026, before me appeared _____(name), to me personally known, who, being by me duly sworn did say that he or she is the _____(position) of Hunt Midwest Real Estate Development, Inc. and that said instrument was signed in behalf of said corporation by authority of the company, and said _____ (name) acknowledged said instrument to be the free act and deed of said corporation and that said corporation has no corporate seal.

Notary Public Signature

Accepted by the City of Lee’s Summit, Missouri, this ____ day of _____, 2026:

City of Lee’s Summit,
a municipal corporation

By: _____

TRAIL AND TEMPORARY CONSTRUCTION EASEMENTS

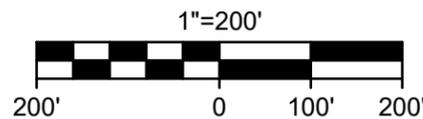
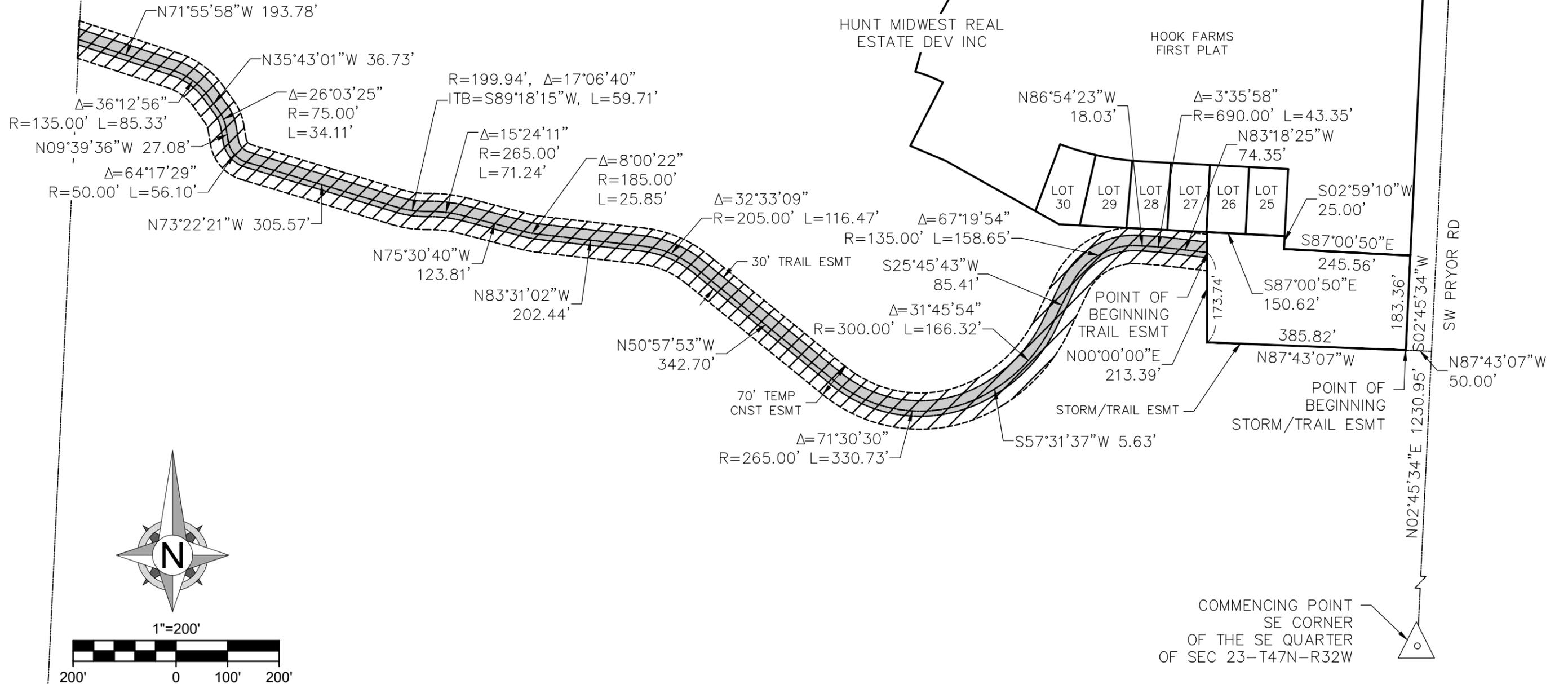
EXHIBIT A

An easement for a pedestrian trail and temporary construction, said trail easement being thirty feet wide and the temporary construction easement being seventy feet wide. The trail easement being twenty feet north of and ten feet south of the following described line, and the temporary construction easement lies thirty-five feet on each side of the following described line, except that part in Lots 27-29 of Hook Farm First Plat:

A line being located in the Southeast Quarter of Section 23, Township 47 North, Range 32 West, in the City of Lee's Summit, Jackson County, Missouri, and described as follows: commencing at the southeast corner of the Southeast Quarter of said Section 23; thence North 02 degrees 45 minutes 34 seconds East, along the east line of said Section 23, a distance of 1230.95 feet; thence North 87 degrees 43 minutes 07 seconds West, no longer along said section line, a distance of 50.00 feet; thence continuing North 87 degrees 43 minutes 07 seconds West, a distance of 385.82 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 173.74 feet to the point of beginning; thence North 83 degrees 18 minutes 25 seconds West, a distance of 74.35 feet; thence on a curve to the left having a radius of 690.00 feet, a central angle of 03 degrees 35 minutes 58 seconds, an arc distance of 43.35 feet; thence North 86 degrees 54 minutes 23 seconds West, a distance of 18.03 feet; thence on a curve to the left having a radius of 135.00 feet, a central angle of 67 degrees 19 minutes 54 seconds, an arc distance of 158.65 feet; thence South 25 degrees 45 minutes 43 seconds West, a distance of 85.41 feet; thence on a curve to the right having a radius of 300.00 feet, a central angle of 31 degrees 45 minutes 54 seconds, an arc distance of 166.32 feet; thence South 57 degrees 31 minutes 37 seconds West, a distance of 5.63 feet; thence on a curve to the right having a radius of 265.00 feet, a central angle of 71 degrees 30 minutes 30 seconds, an arc distance of 330.73 feet; thence North 50 degrees 57 minutes 53 seconds West, a distance of 342.70 feet; thence on a curve to the left having a radius of 205.00 feet, a central angle of 32 degrees 33 minutes 09 seconds, an arc distance of 116.47 feet; thence North 83 degrees 31 minutes 02 seconds West, a distance of 202.44 feet; thence on a curve to the right having a radius of 185.00 feet, a central angle of 08 degrees 00 minutes 22 seconds, an arc distance of 25.85 feet; thence North 75 degrees 30 minutes 40 seconds West, a distance of 123.81 feet; thence on a curve to the left having a radius of 265.00 feet, a central angle of 15 degrees 24 minutes 11 seconds, an arc distance of 71.24 feet; thence on a curve to the right having a radius of 199.94 feet, a central angle of 17 degrees 06 minutes 40 seconds, an initial tangent bearing of South 89 degrees 18 minutes 15 seconds West, an arc distance of 59.71 feet; thence North 73 degrees 22 minutes 21 seconds West, a distance of 305.57 feet; thence on a curve to the right having a radius of 50.00 feet, a central angle of 64 degrees 17 minutes 29 seconds, an arc distance of 56.10 feet; thence North 09 degrees 39 minutes 36 seconds West, a distance of 27.08 feet; thence on a curve to the left having a radius of 75.00 feet, a central angle of 26 degrees 03 minutes 25 seconds, an arc distance of 34.11 feet; thence North 35 degrees 43 minutes 01 second West, a distance of 36.73 feet; thence on a curve to the left having a radius of 135.00 feet, a central angle of 36 degrees 12 minutes 56 seconds, an arc distance of 85.33 feet; thence North 71

degrees 55 minutes 58 seconds West, a distance of 193.78 feet to a point on the west line of the Southeast Quarter of said Section 23, said point being the point of terminus.

The northerly and southerly boundaries of said easements shall be extended to and truncated at the west line of the Southeast Quarter of said Section 23 and the west line of the storm drainage and pedestrian trail easement. The storm drainage and pedestrian trail easement contains 76,257 square feet or 1.75 acres. The trail easement contains 76,896 square feet, or 1.77 acres, and the temporary construction easement contains 179,329 square feet or 4.12 acres (102,433 square feet or 2.35 acres excluding the trail easement).



STORM DRAINAGE, TRAIL, AND TEMPORARY CONSTRUCTION EASEMENTS
EXHIBIT B
HUNT MIDWEST REAL ESTATE DEV INC
 SW PRYOR RD, LEE'S SUMMIT, MO

OWN
 Engineering beyond.[™]
 8455 College Boulevard
 Overland Park, KS 66210
 816.777.0400
 COA# 00062

DRAWN BY: CRC/DJR	FIELD BY: -
DATE: 02-04-2026	FIELD BK: -

MULTIMODAL TRAIL AND STORMWATER EASEMENT

THIS MULTIMODAL TRAIL AND STORMWATER EASEMENT AGREEMENT (“Agreement”), made this ___ day _____ of _____, 2026, (“Effective Date”) by and between Hunt Midwest Real Estate Development, Inc., a company organized and existing under the laws of the State of Missouri, **Grantor**, and the City of Lee's Summit, Missouri, a Missouri Municipal Corporation with a mailing address of 220 S.E. Green St., Lee's Summit, Missouri 64063, **Grantee**.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and no/100's Dollars (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a permanent and exclusive easement for the establishment, re-establishment, locating, improving, building, construction, reconstruction, operation, inspection, maintenance, removal, replacement, abandonment, and repair of multimodal trails, sidewalks, bike paths, other public paths, pedestrian amenities, signage, curbs, gutters, earthwork, stormwater utilities, stormwater pipelines, manholes, drainage inlets, drainage structures, basins, culverts, drainage ways, grading, stormwater drainage systems, utilities, lighting, together, with all necessary appurtenances thereto (“Multimodal and Stormwater Infrastructure”); and other municipal and public projects, related facilities, together with the right of ingress to and egress to and from the Easement Area for the purpose of exercising the rights granted in this Agreement; for the purpose of **Grantee** exercising the rights in this Agreement, over, under, through, across, in and upon the following described lands in Jackson County, Missouri, to-wit:

See Attached Exhibit A for Legal (“Easement Area”) and Exhibit B for Depiction

GRANTEE, its successors and assigns, shall have the right to trim, remove, eradicate, cut, and clear away any trees, limbs, brush, and vines (“Vegetation”) on the Easement Area or on routes exercised as access to the Easement Area now or at any future time whenever in its judgment such Vegetation will interfere with or endanger the exercise of the rights in this Agreement.

GRANTEE, its successors and assigns, shall have the right of ownership, use, and control of all Multimodal and Stormwater Infrastructure through the Easement Area for all proper purposes connected with the installation, use, maintenance, and replacement of the Multimodal and Stormwater Infrastructure (and other equipment).

GRANTOR agrees not to obstruct or interfere with the use, operation, or maintenance of such Multimodal and Stormwater Infrastructure, by erecting, or causing or allowing to be erected, any building or structures on or within said Easement Area or Vegetation in the Easement Area that interferes with or endangers the exercise of **Grantee’s** rights in this Agreement.

GRANTEE shall have the maintenance obligation on all Multimodal and Stormwater Infrastructure constructed by the City or its agents, employees, contractors, invitees, permittees, licensees, successors, or assigns in the Easement Area. **Grantor** agrees to perform all other maintenance in the Easement Area.

GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein.

GRANTOR, to the fullest extent allowed by law, including, without limitation, to Section 527.188, RSMo., hereby waives any right to request vacation of the easement herein granted.

GRANTEE agrees, should **Grantor** have a legitimate need to narrow the Easement Area in this Agreement, **Grantee** and **GRANTOR** agree to work together in good faith to reduce the land of the Easement Area to that which is necessary for the Multimodal and Stormwater Infrastructure and the rights granted to **Grantee** under this Agreement.

GRANTOR AND GRANTEE agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Jackson County, Missouri at Independence.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Lee's Summit, Missouri, a Missouri Municipal Corporation, and to its successors and assigns forever.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, **Grantor**, a Missouri Company has caused these presents to be signed by its _____
(title) and attested by its _____ (title), this _____ day of _____, 2026.

Hunt Midwest Real Estate Development, Inc.

By: _____
Signature

[Printed name and title]

ATTEST:

By: _____
Signature

[Printed name and title]

[Remainder of page intentionally left blank]

ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this ____ day of _____, 2026, before me appeared _____(name), to me personally known, who, being by me duly sworn did say that he or she is the _____(position) of Hunt Midwest Real Estate Development, Inc. and that said instrument was signed in behalf of said corporation by authority of the company, and said _____ (name) acknowledged said instrument to be the free act and deed of said corporation and that said corporation has no corporate seal.

Notary Public Signature

Accepted by the City of Lee's Summit, Missouri, this ____ day of _____, 2026:

City of Lee's Summit,
a municipal corporation

By: _____

STORM DRAINAGE AND TRAIL EASEMENT

EXHIBIT A

An easement for storm drainage and a pedestrian trail being described as follows:

All that part of the Southeast Quarter of Section 23, Township 47 North, Range 32 West, in the City of Lee's Summit, Jackson County, Missouri, being described as follows: commencing at the southeast corner of the Southeast Quarter of said Section 23; thence North 02 degrees 45 minutes 34 seconds East, along the east line of said Section 23, a distance of 1230.95 feet; thence North 87 degrees 43 minutes 07 seconds West, no longer along said section line, a distance of 50.00 feet to the point of beginning; thence continuing North 87 degrees 43 minutes 07 seconds West, a distance of 385.82 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 213.39 feet to the South line of Hook Farm First Plat; thence South 87 degrees 00 minutes 50 seconds East along said South line, a distance of 150.62 feet; thence South 02 degrees 59 minutes 10 seconds West along said South line, a distance of 25.00 feet; thence South 87 degrees 00 minutes 50 seconds East along said South line, a distance of 245.56 feet to the southeast corner of said Hook Farm First Plat; thence South 02 degrees 45 minutes 34 seconds West, a distance of 183.36 feet to the point of beginning.

(Space above this line for Recorder's use only)

Title of Document: Special Warranty Deed
Date of Document: _____ 2026
Grantor: HUNT MIDWEST RESIDENTIAL, LLC
Grantee: CITY OF LEE'S SUMMIT, MISSOURI
Grantee
Mailing Address: 220 SE GREEN ST
LEE'S SUMMIT, MO 64063
Legal Description: See Exhibit A

This cover page is attached solely for the purpose of complying with the requirement stated in Section 59.310.2 Revised Statutes of Missouri.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (“**Deed**”) is made as of _____, 2026, (“**Effective Date**”) by HUNT MIDWEST RESIDENTIAL, LLC, a Missouri Limited Liability Company, (“**Grantor**”), in favor of CITY OF LEE’S SUMMIT, MISSOURI, a constitutional charter city duly organized and existing under the laws of the State of Missouri, (“**Grantee**”) (mailing address of Grantee is shown on recording cover page).

WHEREAS, Grantor has title and ownership over real property legally described on Exhibit A attached hereto and incorporated herein by reference (“**Property**”); and

WHEREAS, Grantee has agreed to acquire the Property from Grantor subject to the conditions and reservations in this Deed.

WITNESSETH:

THAT GRANTOR, in consideration of the foregoing recitals and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by Grantee, the receipt of which is hereby acknowledged, does by these presents, as of the Effective Date, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee, its successors and assigns, the following described land, to wit:

See Exhibit A attached hereto and incorporated herein.

SUBJECT TO covenants, conditions, easements, restrictions, and reservations of record, if any.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto Grantee, and unto its successors and assigns forever. The Property conveyed herein is subject to: (i) easements, encumbrances, and restrictions known, or unknown currently located on the Property, whether of record or not; to remain on the Property; to grant the current and subsequent owners of the easements, encumbrances, and restrictions the right to maintain, reconstruct, increase, remove, or alter the easements, encumbrances, and restrictions and their appurtenances on, over, under and across the land herein conveyed; to permit users of the easements, encumbrances, and restrictions to trim and remove trees and vegetation inconsistent with or detrimental to the easements, encumbrances, and restrictions of users or the safety or person and property; to grant the easements, encumbrances, and restrictions of users the right of ingress and egress across the Property to and for those uses, specifically including the right to use all gates and to install gates under the easements, encumbrances, and restrictions users joint control; and (ii) the easements reserved and covenants restricting the use of the Property. The easements reserved and covenants restricting the use of the Property shall bind the Grantee, their successors and assigns, and shall run with the Property conveyed herein.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Deed to be executed as of the Effective Date.

**“GRANTEE”
CITY OF LEE’S SUMMIT, MISSOURI**

[SEAL]

By: _____
William A. Baird, Mayor

ATTEST:

By: _____
Name: Trisha Fowler Arcuri
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____ 2026, before me, the undersigned, a Notary Public, appeared **WILLIAM A BAIRD**, to me personally known, who, being by me duly sworn, did say that he is the **Mayor** of the **CITY OF LEE’S SUMMIT, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

SPECIAL WARRANTY DEED
HOOK FAMRS – TRACT B3

EXHIBIT A
Legal Description

Tract B3, Minor Plat of Hook Farms Tracts B1, B2, & B3, A Replat of Tract B, Hook Farms First Plat (Lots 1 through 49 Inclusive and Tracts A,B &C), a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

(Space above this line for Recorder's use only)

Title of Document: Special Warranty Deed

Date of Document: _____, 2026

Grantor: CITY OF LEE'S SUMMIT, MISSOURI

Grantee: HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

Grantee
Mailing Address: 1881 MAIN STREET, SUITE 200
KANSAS CITY, MO 64108

Legal Description: See Exhibit A

This cover page is attached solely for the purpose of complying with the requirement stated in Section 59.310.2 Revised Statutes of Missouri.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (“**Deed**”) is made as of _____, 2026, (“**Effective Date**”) by CITY OF LEE’S SUMMIT, MISSOURI, a constitutional charter city duly organized and existing under the laws of the State of Missouri (“**Grantor**”), in favor of HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri Company. (“**Grantee**”) (mailing address of Grantee is shown on recording cover page).

WHEREAS, Grantor has title and ownership over real property legally described on Exhibit A attached hereto and incorporated herein by reference (“**Property**”); and

WHEREAS, Grantee has agreed to acquire the Property from Grantor subject to the conditions and reservations in this Deed.

WITNESSETH:

THAT GRANTOR, in consideration of the foregoing recitals and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by Grantee, the receipt of which is hereby acknowledged, does by these presents, as of the Effective Date, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee, its successors and assigns, the following described land, to wit:

See Exhibit A attached hereto and incorporated herein.

SUBJECT TO covenants, conditions, easements, restrictions, and reservations of record, if any.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto Grantee, and unto its successors and assigns forever. The Property conveyed herein is subject to: (i) easements, encumbrances, and restrictions known, or unknown currently located on the Property, whether of record or not; to remain on the Property; to grant the current and subsequent owners of the easements, encumbrances, and restrictions the right to maintain, reconstruct, increase, remove, or alter the easements, encumbrances, and restrictions and their appurtenances on, over, under and across the land herein conveyed; to permit users of the easements, encumbrances, and restrictions to trim and remove trees and vegetation inconsistent with or detrimental to the easements, encumbrances, and restrictions of users or the safety or person and property; to grant the easements, encumbrances, and restrictions of users the right of ingress and egress across the Property to and for those uses, specifically including the right to use all gates and to install gates under the easements, encumbrances, and restrictions users joint control; and (ii) the easements reserved and covenants restricting the use of the Property. The easements reserved and covenants restricting the use of the Property shall bind the Grantee, their successors and assigns, and shall run with the Property conveyed herein.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Deed to be executed as of the Effective Date.

**“GRANTOR”
CITY OF LEE’S SUMMIT, MISSOURI**

[SEAL]

By: _____
William A. Baird, Mayor

ATTEST:

By: _____
Name: Trisha Fowler Arcuri
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____ 2026, before me, the undersigned, a Notary Public, appeared **WILLIAM A BAIRD**, to me personally known, who, being by me duly sworn, did say that he is the **Mayor** of the **CITY OF LEE’S SUMMIT, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

SPECIAL WARRANTY DEED
EAGLE CREEK GREENWAY – TRACT G2

EXHIBIT A
Legal Description

Tract G-2, Minor Plat of Eagle Creek Greenway (Tracts G-1 & G-2), a Replat of Tract G of Eagle Creek Greenway a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

STORMWATER EASEMENT

THIS STORMWATER EASEMENT AGREEMENT (“Agreement”), made this ____ day _____ of _____, 2026, (“Effective Date”) by and between the City of Lee's Summit, Missouri, a Missouri Municipal Corporation, **Grantor**, and Hunt Midwest Real Estate Development, Inc., a company organized and existing under the laws of the State of Missouri with a mailing address of 1881 Main Street, Suite 200 Kansas City, MO 64108, **Grantee**.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and no/100's Dollars (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a permanent and exclusive easement for the establishment, re-establishment, locating, improving, building, construction, reconstruction, operation, inspection, maintenance, removal, replacement, abandonment, and repair of earthwork, stormwater utilities, underground stormwater pipelines, drainage outlets, drainage structures but excluding basins, culverts, drainage ways, grading, stormwater drainage systems, together, with all necessary appurtenances thereto (“Stormwater Infrastructure”); together with the right of ingress to and egress to and from the Easement Area for the purpose of exercising the rights granted in this Agreement; for the purpose of **Grantee** exercising the rights in this Agreement, over, under, through, across, in and upon the following described lands in Jackson County, Missouri, to-wit:

See Attached Exhibit A for Legal (“Easement Area”) and Exhibit B for Depiction

GRANTEE, its successors and assigns, shall have the right to trim, remove, eradicate, cut, and clear away any trees, limbs, brush, and vines (“Vegetation”) on the Easement Area or on routes exercised as access to the Easement Area now or at any future time whenever in its judgment such Vegetation will interfere with or endanger the exercise of the rights in this Agreement.

GRANTEE, its successors and assigns, shall have the right of ownership, use, and control of all Stormwater Infrastructure through the Easement Area for all proper purposes connected with the installation, use, maintenance, and replacement of the Stormwater Infrastructure (and other equipment).

GRANTOR agrees not to obstruct or interfere with the use, operation, or maintenance of such Stormwater Infrastructure, by erecting, or causing or allowing to be erected, any building or structures on or within said Easement Area or Vegetation in the Easement Area that interferes with or endangers the exercise of **Grantee’s** rights in this Agreement.

GRANTEE shall have the maintenance obligation on all Stormwater Infrastructure constructed by **Grantee** or its agents, employees, contractors, invitees, permittees, licensees, successors, or assigns in the Easement Area. **Grantor** agrees to perform all other maintenance in the Easement Area.

GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein.

GRANTOR, to the fullest extent allowed by law, including, without limitation, to Section 527.188, RSMo., hereby waives any right to request vacation of the easement herein granted.

GRANTOR AND GRANTEE agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Jackson County, Missouri, at Independence.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Lee's Summit, Missouri, a Missouri Municipal Corporation, and to its successors and assigns forever.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, **Grantor**, a constitutional charter city duly organized and existing under the laws of the State of Missouri has caused these presents to be signed by its Mayor and attested by its City Clerk, this _____ day of _____, 2026.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
William A. Baird, Mayor

ATTEST:

[SEAL]

By: _____
Name: Trisha Fowler Arcuri
Title: City Clerk

[Remainder of page intentionally left blank]

ACKNOWLEDGMENT

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____ 2026, before me, the undersigned, a Notary Public, appeared **WILLIAM A BAIRD**, to me personally known, who, being by me duly sworn, did say that he is the **Mayor** of the **CITY OF LEE’S SUMMIT, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

Accepted by the City of Lee’s Summit, Missouri, this _____ day of _____, 2026:

Hunt Midwest Real Estate Development, Inc

By: _____
