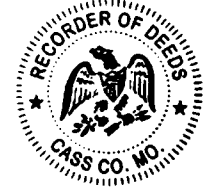


Recording Date/Time: **03/08/2021** at **11:09:26 AM**

Book: **4649** Page: **97**

Instr #: **686020**
Type: **CFD**
Pages: **14**
Fee: **\$63.00 S**



Mike Medsker
Recorder of Deeds

Electronically Recorded

FOR RECORDING PURPOSES ONLY

Title of Document: REAL ESTATE DONATION CONTRACT

Date of Document: FEBRUARY 8, 2020

Grantor: HB INVESTORS, LLC
Attn: Gerald White
5000 W. 95th Street, Suite 200
Prairie Village, KS 66207

Grantee: CITY OF HARRISONVILLE, MISSOURI
Attn: Brad Ratliff, City Administrator
300 E. Pearl Street
Harrisonville, MO 64701

Legal Description: See Exhibit A

Reference Document(s): N/A

Please return to:
Jessica Reusch
First American Title Insurance Company
1201 Walnut, Suite 700
Kansas City, MO 64106
NCS-1035194-KCTY

REAL ESTATE DONATION CONTRACT

THIS CONTRACT is made and entered into effective the 8th day of ~~January~~ ^{February}, 2021 (the “**Effective Date**”) by and between HB INVESTORS, LLC, a Kansas limited liability company (“**Owner**”) and City of Harrisonville, Missouri (“**City**”) (collectively “**parties**”).

WHEREAS, Owner is the owner of the 62 residential lots (each a “**Lot**”) described as “Parcel 5” on Exhibit A attached hereto, and the vacant grounds described as “Parcel 1”, “Parcel 2”, “Parcel 3” and “Parcel 4” on Exhibit A attached hereto. Parcel 1 is hereinafter referred to as the “**Basin Property**”, each lot in Parcel 5 is hereinafter referred to individually as a “**Lot**” and collectively referred to as the “**Lots**” and Parcel 2, Parcel 3, and Parcel 4 are hereinafter referred to individually as a “**Parcel**” and collectively, as the “**Parcels**”. The Parcels, the Lots and the Basin Property are hereinafter collectively referred to as the “**Properties**”).

WHEREAS, the Owner and the City desire to have Owner donate the Basin Property to the City to be used as a regional water detention basin.

WHEREAS, the Properties are subject to the “Development Agreement – Glen Eagle Development” approved by Resolution No. 04-09 on April 5, 2004 (the “**Development Agreement**”) and “Agreement for Payment of Fees” recorded in Book 2925 at Page 219 (the “**Fees Agreement**”) between Owner’s predecessor in title and the City;

WHEREAS, the Development Agreement, Fees Agreement and any other similar agreements between the City and any predecessor-in-title to Owner with respect to the Properties are hereinafter collectively referred to as the “**Prior Agreements**”.

WHEREAS, Owner desires to sell the various Lots in Parcel 5 and Parcels 2, 3 and 4 separately.

WHEREAS, due to the donation, Parcel 2 and Parcel 4 are less than 40 acres each.

WHEREAS, the parties have agreed to certain matters with respect to the foregoing donation.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. **PROPERTY:** Subject to the terms and conditions of this Contract, Owner agrees to donate, and City agrees to accept, the Basin Property.

2. **SURVEY/PLATTING:** Owner has no obligation to provide City with a survey of the Basin Property. Additionally, the City agrees that Owner shall have no obligation to plat Parcel 2, Parcel 3 and/or Parcel 4 in connection with any sale. The City acknowledges that Harrisonville City Code exempts Parcels 2, 3 and 4 by reason of certain conveyances of land from platting where the land to be conveyed is to be used as right-of-way or other public utilities:

“Section 410.060 Exemptions From Platting

Notwithstanding the requirements of Sections 410.030 through 410.050, these subdivision regulations shall not apply in the following instances or transactions:

3. A conveyance of land or interest therein for use as right-of-way or other public utilities subject to State or Federal regulation, where no new street or easement of access is created.”

3. **TITLE COMMITMENT; TITLE POLICY:** The City, in the City’s sole discretion and expense, may obtain a title commitment and/or title policy for the Basin Property.

4. **LOTS DEVELOPMENT.** The parties hereby agree as follows:

a. The Prior Agreements shall be null and void and of no further force or effect.

b. No owner(s) of any of the Properties shall have any obligation to pay any Administrative and Street Light Fee for the next 28 lots requesting building permits. The City shall install up to four (4) streetlights on Crest Street, Talon Drive and Nest Court, at no additional costs to the property owners on those streets. All future development in the Parcels shall be subject to the Administrative and Street Light Fee in effect throughout the City at the time of installation and the City shall not impose greater fees, charges or obligations with respect to the development of the Properties than are generally imposed throughout the City.

c. No owner(s) of any of the Properties shall have any obligations to install 13 trees in the landscape easement along 267th Street.

d. No owner(s) of any of the Properties shall have any obligation to contribute toward the costs of expanding or upgrading Crest Street. However, due to the substandard diameter of the turnarounds on Crest Street, Talon Drive, Nest Court, and Hawk View, the City will place Fire Lane No Parking signs in the turnarounds.

e. No owner(s) of any of the Properties shall have any obligation to inspect or maintain the existing sanitary and/or storm sewer lines currently constructed within the development.

f. The parties agree that the location of the reservoir dam shall be substantially as set forth on Exhibit B attached hereto.

g. No Owner of any of the Properties shall have any obligation to contribute toward the construction of the dam and the City shall construct the dam at the City's expense to accommodate a future public street in such a manner that the construction of such street shall not require any modification of such dam. The City shall have no obligation to pay for the construction of a street on top of the dam.

h. The owner(s) of the Properties shall have the right to use the Basin Property as detention facilities without compensation.

i. No owner(s) of the Properties shall have any obligation to construct additional detention facilities within the Parcels.

j. The City's approval of development of each of the Properties shall not be conditioned upon or require the construction or completion of any detention facilities within such Parcel or the Basin Property, including the dam (or the street on such dam, if the City has not previously completed such dam).

k. Prior to additional building permits being issued in Phase I and Phase II Final Plats within Parcel 5, fire flow tests shall be conducted with PSWD No. 4 and results provided to the Fire Chief showing that the fire flow meets or exceeds 1000 gallons per minute.

5. CONVEYANCE OF TITLE: Owner will convey the Basin Property to City by a quitclaim deed, **subject to** any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, liens, encumbrances, impositions (monetary and otherwise), access limitations, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Property, whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for the current year and prior and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; and any and all zoning, building, and other laws, regulations, and ordinances or municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances").

6. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications required or permitted under this Contract shall be in writing and shall be served by hand delivery, prepaid and certified U.S. Mail or by reputable overnight delivery service to:

If to Owner: HB Investors, LLC
Attn: Gerald White
5000 W. 95th Street, Suite 200
Prairie Village, KS 66207

With a copy to: Lewis Rice LC
Attn: Paul Torline
1010 Walnut, Suite 500
Kansas City, MO 64106

If to City: City of Harrisonville, Missouri
Attention: Brad Ratliff, City Administrator
300 E Pearl Street
Harrisonville, MO 64701

If either party shall mail any notice to the other party's Notice Address specified above, such notice shall be conclusively deemed given on the second regular postal day next following the date of mailing. Failure or refusal to accept service of a notice shall constitute delivery of the notice.

7. SEVERABILITY: If any provision of the Contract or any term, paragraph, sentence, clause, phrase or word appearing herein by judicially or administratively held invalid or unenforceable for any reason, such holding shall not be deemed to affect, alter, modify, or impair in any manner any other provision, term, paragraph, sentence, clause, phrase, or word appearing herein.

8. SUCCESSORS AND ASSIGN: All covenants, conditions, representations, promises, and agreements contained herein shall run with the land and shall be binding upon, apply, and insure to the parties hereto and their respective heirs, executors, administrators, successors, and assigns. It being understood and agreed, however, that City shall have neither the right nor the power to delegate said party's duties or assign said party's rights hereunder without the express written consent of the other party, which consent may be withheld for any or no reason whatsoever. It also being understood and agreed that Owner shall have neither the right nor the power to delegate Owner's obligations under Section 5 above without the express written consent of the other party, which consent may be withheld for any or no reasons whatsoever.

9. GOVERNING LAW: This Contract shall be deemed made within the State of Missouri and the laws of such state shall govern the interpretation and construction hereof. Venue for any dispute regarding this Contract shall be the Circuit Court of Cass County, Missouri.

10. COUNTERPART EXECUTION: This Contract may be executed in any number of counterparts and each shall be deemed an original.

11. FURTHER ACTS: Both parties shall do and perform such other and further acts, and sign any further documents, as are reasonably necessary so as to effectuate their intentions as herein expressed. This shall include agreement to any future easements needed to access and/or maintain the property.

12. CAPTIONS AND CONSTRUCTION: Captions throughout this instrument are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

13. DRAFTING: The provisions of this Contract were negotiated by the parties hereto and said Contract shall be deemed to have been drafted by all the parties hereto.

14. ATTORNEY FEES: In the event any claim is asserted by or against any of the parties hereto with respect to this Contract or the subject matter hereof, the party or parties prevailing in any litigation resulting from such claim shall be entitled to receive the reasonable attorneys' fees and all court costs, incurred by the prevailing party or parties in such litigation from the party or parties who fail so to prevail.

15. TOTAL INTEGRATION: THE CONTRACT (INCLUDING ANY ADDENDUM OR EXHIBIT ATTACHED HERETO) CONSTITUTES THE COMPLETE AGREEMENT BETWEEN OWNER AND CITY CONCERNING THE RELATIONSHIP OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS, UNDERSTANDINGS, PROMISES, OR REPRESENTATIONS BETWEEN OWNER AND CITY AFFECTING THIS CONTRACT OR THE SUBJECT PROPERTY. ALL PRIOR NEGOTIATIONS AND UNDERSTANDING, IF ANY, BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT PROEPRETY OR THIS CONTRACT SHALL BE OF NO FORCE OR EFFECT AND SHALL NOT BE USED TO INTERPRET THIS INSTRUMENT.

WHEN SIGNED BY ALL PARTIES THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. TIME IS OF THE ESSENCE OF THIS CONTRACT.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, OWNER AND CITY execute this Contract on the date(s) and at the time(s) indicated below their respective signatures.

OWNER:

HB INVESTORS, LLC


By: 
Gerald White, Manager

Date 2-17, 2021, Time 3:12 P.M.

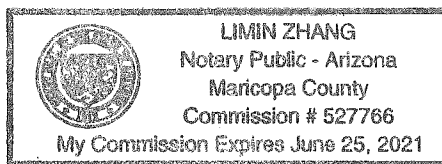
STATE OF Arizona)
COUNTY OF Maricopa) ss:

On this 17th day of February, 2021, before me, a Notary Public in and for said County and State, personally appeared GERALD WHITE, to me personally known, who, being by me duly sworn (or affirmed), did say that he is the Manager of **HB INVESTORS, LLC**, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its members, and said person acknowledged said instrument to be the free act and deed of said limited liability company.

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


Notary Public

My Commission Expires:
June 25, 2021



CITY:

Judy Bowman
MAYOR OF HARRISONVILLE, MISSOURI

Date February 8, 2021, Time 4:15, P.M.

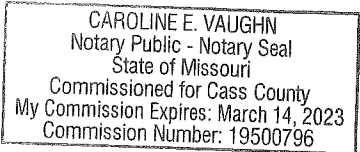
STATE OF Missouri)
) SS.
COUNTY OF Cass)


The foregoing instrument was acknowledged before me on February 8, 2021, by Judy Bowman, Mayor of the **CITY OF HARRISONVILLE, MISSOURI**, and that he/she, as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

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

Caroline Elbaugh
Notary Public

My Commission Expires:
3/14/2023





CITY ADMINISTRATOR OF HARRISONVILLE,
MISSOURI

Date February 8, 2021, Time 4:15, P.M.

STATE OF Missouri)
) SS.
COUNTY OF Cass)

The foregoing instrument was acknowledged before me on February 8, 2021, by Brad Ratliff, City Administrator of the **CITY OF HARRISONVILLE, MISSOURI**, and that he/she, as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

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


Notary Public

My Commission Expires:
3/14/2023

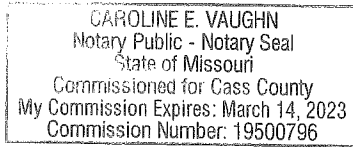


EXHIBIT A

LEGAL DESCRIPTIONS

PARCEL 1 DESCRIPTION (Basin Property):

A tract of land being part of the Southeast Quarter and the Southwest Quarter of Section 3, Township 44 North, Range 31 West, in the City of Harrisonville, Cass County, Missouri; being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Southeast Quarter; Thence South 01°35'48" West, along the East line of the Northwest Quarter of said Southeast Quarter, 557.74 feet to the Point of Beginning; Thence South 01°35'48" West, continuing along said East line, 378.63 feet; Thence South 58°55'04" West, 165.89 feet; Thence South 89°45'04" West, 821.69 feet; Thence South 63°03'14" West, 215.31 feet; Thence South 45°59'51" West, 399.38 feet; Thence North 57°38'36" West, 643.01 feet; Thence North 18°01'57" West, 218.35 feet; Thence North 03°26'19" West, 215.34 feet; Thence North 57°59'44" East, 648.78 feet; Thence South 70°29'52" West, 69.54 feet; Thence South 06°45'18" West, 308.95 feet; Thence South 89°54'53" East, 411.51 feet; Thence North 13°04'49" East, 160.14 feet; Thence South 89°54'53" East, 114.44 feet; Thence South 66°37'18" East, 56.64 feet; Thence South 89°54'53" East, 141.29 feet; Thence South 51°38'32" East, 119.66 feet; Thence South 89°54'53" East, 51.38 feet; Thence North 51°44'47" East, 148.90 feet; Thence South 89°54'53" East, 31.89 feet; Thence South 43°16'47" East, 120.33 feet; Thence South 89°54'53" East, 365.82 feet to the Point of Beginning. Contains 1,219,737 square feet or 28.00 acres more or less.

PARCEL 2 DESCRIPTION:

A tract of land being part of the Southeast Quarter and the Southwest Quarter of Section 3, Township 44 North, Range 31 West, in the City of Harrisonville, Cass County, Missouri; being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Southeast Quarter; Thence South 01°35'48" West, along the East line of the Northwest Quarter of said Southeast Quarter, 936.37 feet to the Point of Beginning; Thence South 01°35'48" West, continuing along said East line and the East line of the Southwest Quarter of said Southeast Quarter, 547.72 feet to the Northeast corner of GLEN EAGLE, Lots 213 thru 247, a subdivision in said Harrisonville, Cass County, Missouri; Thence along the North line of said GLEN EAGLE, the following three courses: Thence South 68°08'00" West, 407.68 feet; Thence South 74°05'00" West, 319.04 feet; Thence South 62°29'00" West, 60.00 feet;

Thence South 82°13'01" West, 309.38 feet; Thence North 07°23'42" East, 268.99 feet; Thence North 87°05'39" West, 764.65 feet; Thence North 22°30'03" West, 208.32 feet; Thence North 58°22'50" West, 418.85 feet; Thence North 62°06'57" East, 258.95 feet; Thence South 18°01'57" East, 109.70 feet; Thence South 57°38'36" East, 643.01 feet; Thence North 45°59'51" East, 399.38 feet; Thence North 63°03'14" East, 215.31 feet; Thence North 89°45'04" East, 821.69 feet; Thence North 58°55'04" East, 165.89 feet to the Point of Beginning. Contains 940,329 square feet or 21.59 acres more or less.

PARCEL 3 DESCRIPTION:

A tract of land being part of the Southeast Quarter and the Southwest Quarter of Section 3, Township 44 North, Range 31 West, in the City of Harrisonville, Cass County, Missouri; being more particularly described as follows:

Commencing at the Southwest corner of said Southwest Quarter; Thence North 01°44'23" East, along the West line of said Southwest Quarter, 829.94 feet to the Point of Beginning; Thence North 01°44'23" East, along said West line, 497.97 feet to the Northwest corner of the Southwest Quarter of said Southwest Quarter; Thence South 88°24'37" East, along the North line of the Southwest Quarter of said Southwest Quarter, 1320.46 feet to the Northeast corner of the Southwest Quarter of said Southwest Quarter; Thence North 67°48'15" East, 438.24 feet; Thence South 58°22'50" East, 418.85 feet; Thence South 22°30'03" East, 208.32 feet; Thence South 87°05'39" East, 764.65 feet; Thence South 02°23'42" West, 268.99 feet; Thence North 82°13'01" East, 309.38 feet to the Northwest corner of GLEN EAGLE, Lots 213 thru 247, a subdivision in said Harrisonville, Cass County, Missouri; Thence along the West line of said GLEN EAGLE, the following nine courses: Thence South 27°31'00" East, 210.69 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 1143.38 feet, and an arc length of 186.50 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 15.00 feet, and an arc length of 24.19 feet; Thence South 06°54'22" East, 50.18 feet; Thence North 87°45'22" East, 10.50 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 15.00 feet, and an arc length of 21.84 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 1143.07 feet, and an arc length of 117.11 feet; Thence South 08°03'38" East, 3.86 feet; Thence North 88°50'00" West, 127.81 feet; Thence North 88°27'47" West, 697.52 feet to the East line of said Southwest Quarter; Thence North 01°38'35" East, along said East line, 496.75 feet; Thence North 88°31'09" West, 573.20 feet; Thence North 00°26'06" West, 26.21 feet; Thence South 83°41'41" West, 754.56 feet to the East line of the Southwest Quarter of said Southwest Quarter; Thence North 01°40'28" East, along said East line, 95.38 feet; Thence North 88°27'03" West, 1321.01 feet to the Point of Beginning. Contains 1,757,134 square feet or 40.34 acres more or less.

PARCEL 4 DESCRIPTION:

A tract of land being part of the Southeast Quarter and the Southwest Quarter of Section 3, Township 44 North, Range 31 West, in the City of Harrisonville, Cass County, Missouri, being more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter of said Southeast Quarter; Thence South 01°35'48" West, along the East line of the Northwest Quarter of said Southeast Quarter, 557.74 feet; Thence North 89°54'53" West, 365.82 feet; Thence North 43°16'47" West, 120.33 feet; Thence North 89°54'53" West, 31.89 feet; Thence South 51°44'47" West, 148.90 feet; Thence North 89°54'53" West, 51.38 feet; Thence North 51°38'32" West, 119.66 feet; Thence North 89°54'53" West, 141.29 feet; Thence North 66°37'18" West, 56.64 feet; Thence North 89°54'53" West, 114.44 feet; Thence South 13°04'49" West, 160.14 feet; Thence North 89°54'53" West, 411.51 feet; Thence North 06°45'18" East, 308.95 feet; Thence North 70°29'52"

West, 69.54 feet; Thence South 57°59'44" West, 648.78 feet; Thence South 03°26'19" East, 215.34 feet; Thence South 18°01'57" East, 108.65 feet; Thence South 62°06'57" West, 258.95 feet; Thence South 67°48'15" West, 438.24 feet to the Southwest corner of the Northeast Quarter of said Southwest Quarter; Thence North 01°40'40" East, along the West line of the Northeast Quarter of said Southwest Quarter, 744.36 feet to the Southwest corner of GLEN EAGLE, Lots 1 thru 31, a subdivision in said Harrisonville, Cass County, Missouri; Thence along the Southerly and Easterly lines of said GLEN EAGLE, the following ten courses: Thence South 88°50'00" East, 163.66 feet; Thence North 01°10'00" East, 30.00 feet; Thence South 88°50'00" East, 299.42 feet to the Southeast corner of Lot 25, said GLEN EAGLE; Thence North 01°10'00" East, 160.00 feet; Thence North 88°50'00" West, 11.55 feet; Thence North 01°10'00" East, 110.00 feet to the Northeast corner of Lot 24, said GLEN EAGLE; Thence South 88°50'00" East, 270.00 feet to the Southeast corner of Lot 10, said GLEN EAGLE; Thence North 01°10'00" East, 110.00 feet; Thence South 88°50'00" East, 13.61 feet; Thence North 01°10'00" East, 163.59 feet to the Northeast corner of said GLEN EAGLE, said point also being on the North line of said Southwest Quarter; Thence South 88°21'39" East, along said North line, 590.31 feet to the Northwest corner of said Southeast Quarter; Thence South 87°57'20" East, along the North line of said Southeast Quarter, 1323.15 feet to the Point of Beginning. Contains 1,509,899 square feet or 34.66 acres more or less.

Parcel 5 Legal Description:

LOTS 1- 31, GLEN EAGLE, A SUBDIVISION IN HARRISONVILLE, CASS COUNTY, MISSOURI, ACCORDINGLY TO THE RECORDED PLAT THEREOF, FILED IN PLAT BOOK 20 AT PAGE 67.

LOTS 213-238, and Lots 243-247, and TRACT A, GLEN EAGLE, A SUBDIVISION IN HARRISONVILLE, CASS COUNTY, MISSOURI, ACCORDINGLY TO THE RECORDED PLAT THEREOF, FILED IN PLAT BOOK 20 AT PAGE 68.

EXHIBIT B

LOCATION OF DAM

