
(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: **COMPLETION TIMING AGREEMENT**

DATE OF DOCUMENT: _____, 2023

GRANTOR: D & J REALTY HOLDINGS, LLC

GRANTOR'S MAILING ADDRESS: 13900 E. 35th Street
Independence, MO 64055

GRANTEE: CITY OF INDEPENDENCE, MISSOURI

GRANTEE'S MAILING ADDRESS: City Hall
111 E. Maple Ave.
Independence, MO 64050

RETURN DOCUMENTS TO: David Martin
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108

LEGAL DESCRIPTION: See **Exhibit A**

This cover page is attached solely for the purpose of complying with the requirements stated in §59.310.2, Revised Missouri Statutes.

COMPLETION TIMING AGREEMENT

THIS COMPLETION TIMING AGREEMENT (this “**Agreement**”) is made and entered into effective as of _____, 2023, by and among the **CITY OF INDEPENDENCE, MISSOURI** (the “**City**”), a constitutional charter city and political subdivision of the State of Missouri, **D & J REALTY HOLDINGS, LLC** (the “**Developer**”), a Missouri limited liability company, and the **D & J REDEVELOPMENT CORPORATION** (the “**Corporation**”), a Missouri urban redevelopment corporation.

RECITALS

- A. The City, the Corporation and the Developer have entered into a Redevelopment Agreement dated as of December 6, 2021 (the “**353 Abatement & Reimbursement Agreement**”) setting out real property tax abatement for private improvements and sales tax reimbursement for certain Public Improvements (as defined in the 353 Abatement & Reimbursement Agreement) in connection with a development (as described in the 353 Abatement & Reimbursement Agreement, the “**Redevelopment Project**”) to be undertaken pursuant to the Chapter 353 Redevelopment Plan for the Cargo Largo Project approved by the City.
- B. The City and the Developer have entered into a Development Agreement dated as of December 6, 2021 (the “**Public Improvements Development Agreement**”) describing the Public Improvements to be constructed by the Developer.
- C. The City and the Developer desire to set out specific timelines and procedures for a portion of the Public Improvements set out on **Exhibit B** hereto and amend the 353 Abatement & Reimbursement Agreement and the Public Improvements Development Agreement to the extent that the same conflict with the provision of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing Recitals (which are incorporated into this Agreement as an integral part hereof) and the promises, covenants and agreements contained herein, the City, the Developer, and the Corporation do hereby agree as follows:

Section 1. 33rd Street Construction and Noland Southbound Turn Lane Improvements. Item 3 “Construction of 33rd Street” (“**Construction of 33rd Street**”) set out on **Exhibit B** hereto and the portion of Item 5 “Construction of Noland Road Turn Lanes” set out on **Exhibit B** hereto and described as construction of “a southbound right-turn lane with an appropriate storage length along Noland Road” (the “**Noland Southbound Turn Lane Improvements**”) shall be completed by the Developer, (1) for the Construction of 33rd Street, within 8 months following the date Developer obtains the railroad approvals necessary to commence the Construction of 33rd Street, and (2) for the Noland Southbound Turn Lane Improvements, within 8 months following the date Developer obtains the railroad approvals necessary to commence the Noland Southbound Turn Lane Improvements; in each case, provided Developer is in good faith using commercially reasonable efforts to timely obtain the requisite approvals from the railroad and is diligently pursuing the same. With respect to the Construction of 33rd Street, at the request of the City Manager’s office, the Developer and City shall meet to discuss the appropriate traffic control or traffic mitigation measures that may be needed as a result of the Construction of 33rd Street, and the Developer agrees to implement any traffic control or traffic mitigation measures required by the City, through the direction of the City Manager’s office, at the sole cost of the Developer (e.g., rental of temporary traffic signal at Weatherford and 35th Street, traffic control personnel during bid events, etc.)

and Developer's failure to implement such measures within 10 days of a specific request by the City Manager's office shall constitute grounds for revocation of any certificate of occupancy issued for a building in the Redevelopment Project; provided, however, if the nature of the traffic control or traffic mitigation measures required by the City require more than 10 days to implement, Developer shall not be deemed in breach of the 10 day requirement if Developer commences implementation of the required traffic control or traffic mitigation measures within the 10 day period and thereafter is diligently proceeding to complete the same. Developer shall, at the reasonable request of the City, but not more often than monthly, provide the City with an update of Developer's efforts to obtain the railroad's approval. One extension for each 8-month deadline of up to 4 additional months may be granted by the City Manager or Deputy City Manager in their sole discretion. If the Developer does not complete the Construction of 33rd Street or the Noland Southbound Turn Lane Improvements within the applicable timeframe, the City shall have the right to (1) take over construction of the Construction of 33rd Street and/or Noland Southbound Turn Lane Improvements, as applicable, and complete the same on behalf of the Developer, and (2) charge the costs incurred by the City, together with a 20% administrative/project management fee to the Developer (the costs the City incurs in completing such improvements plus the 20% administrative/project management fee being the "**City Reimbursable Public Improvement Costs**"). The Developer shall have 30 days to pay to the City the amount of the City Reimbursable Public Improvement Costs from the date of receipt of an invoice provided by the City for such amount. If the Developer shall fail to pay such amount by such time, then (1) the amount payable to the Developer as Reimbursable Public Improvement Costs under Section 5.02 of the 353 Abatement & Reimbursement Agreement shall be reduced by the amount of the City Reimbursable Public Improvement Costs and (2) the City shall be repaid for the City Reimbursable Public Improvement Costs, plus interest at the rate of 6.5% from the date of incurrence of such costs until the date of repayment, as first priority from the Sales Tax Reimbursement Account. The City acknowledges and agrees that completion of the Construction of 33rd Street and construction of the Noland Southbound Turn Lane Improvements shall not be a condition to the City's issuance of a certificate of occupancy for Phase 1 of the Redevelopment Project.

Section 2. Signal Improvements. Item 4 "Construction of Traffic Signal" set out on **Exhibit B** hereto (the "**Signal Improvements**") shall be completed prior to a certificate of occupancy being granted by the City for Phase 1 (as defined in the 353 Abatement & Reimbursement Agreement) of the Redevelopment Project. The certificate of occupancy for Phase 1 may be granted only after successful inspection and approval by the City and its utility departments of the Signal Improvements and confirmation that the Signal Improvements have been completed in accordance with all applicable railroad standards and review procedures.

Section 3. Amendment of Other Documents. The 353 Abatement & Reimbursement Agreement and the Public Improvements Development Agreement are hereby amended to the extent that the same conflict with the provision of this Agreement.

Section 4. Severability. The provisions of this Agreement shall be deemed severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provision that it cannot be presumed that the parties hereto would have agreed to the valid provisions of this Agreement, or unless the court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the contracting parties' intent.

Section 5 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Missouri.

Section 6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Section 7. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be sent, received and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will 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 8. Anti-Discrimination. By entering into this Agreement, the Corporation and the Developer each certify that it and any parent company, wholly or majority-owned subsidiary, and other affiliate, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The parties understand that “boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

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IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

CITY:

CITY OF INDEPENDENCE, MISSOURI

(seal)

ATTEST:

By: _____
Zachary Walker
City Manager

Name: _____
City Clerk

Notary for City of Independence

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **ZACHARY WALKER**, the **CITY MANAGER** of the City of Independence, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the act and deed of said City.

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

NOTARY PUBLIC

[SEAL]

DEVELOPER:

D & J REALTY HOLDINGS, LLC

By: _____

Name: Louis D. Pack

Title: Managing Member

Notary for D & J Realty Holdings, LLC

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **LOUIS D. PACK**, the **MANAGING MEMBER** of D & J Realty Holdings, LLC, a Missouri limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

NOTARY PUBLIC

[SEAL]

CORPORATION:

D & J REDEVELOPMENT CORPORATION

By: _____
Name: Louis D. Pack
Title: President

Notary for D & J Redevelopment Corporation

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **LOUIS D. PACK**, the **PRESIDENT** of the D & J Redevelopment Corporation, a Missouri urban redevelopment corporation, who is personally known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

NOTARY PUBLIC

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA

The legal description of the Redevelopment Area is comprised of the following three tracts:

LEGAL DESCRIPTION TRACT A:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 49 NORTH, RANGE 32 WEST, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 14, THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER NORTH 87 DEGREES, 16 MINUTES 47 SECONDS WEST, 177.04 FEET; THENCE SOUTH 02 DEGREES, 00 MINUTES, 34 SECONDS WEST, 25.00 FEET TO THE POINT OF BEGINNING OF THIS TRACT; THENCE SOUTH 02 DEGREES, 00 MINUTES, 34 SECONDS WEST, 1600.53 FEET; THENCE SOUTH 09 DEGREES, 07 MINUTES, 21 SECONDS WEST, 160.16 FEET; THENCE NORTH 86 DEGREES, 29 MINUTES, 52 SECONDS WEST, 313.29 FEET; THENCE SOUTH 03 DEGREES, 30 MINUTES, 08 SECONDS WEST, 10.00 FEET; THENCE NORTH 86 DEGREES, 29 MINUTES, 52 SECONDS WEST, 321.55 FEET; THENCE WESTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 39.64 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY AND NORTHWESTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 30.53 FEET TO A POINT OF TANGENT; THENCE NORTH 04 DEGREES, 19 MINUTES, 38 SECONDS WEST, 39.73 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 52.88 FEET TO A POINT TANGENT; THENCE NORTH 11 DEGREES, 22 MINUTES, 25 SECONDS WEST, 275.37 FEET; THENCE NORTHERLY, ALONG A CURVE TO RIGHT HAVING A RADIUS OF 270.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 63.07 FEET TO A POINT OF TANGENT; THENCE NORTH 02 DEGREES, 00 MINUTES, 34 SECONDS EAST, 60.90 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 237.08 FEET TO A POINT TANGENT; THENCE NORTH 39 DEGREES 09 MINUTES 10 SECONDS WEST, 309.42 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 198.26 FEET TO A POINT TANGENT; THENCE NORTH 02 DEGREES, 55 MINUTES, 09 SECONDS EAST, 196.66 FEET; THENCE SOUTH 87 DEGREES, 16 MINUTES, 47 SECONDS EAST, 244.56 FEET; THENCE NORTH 02 DEGREES, 52 MINUTES, 07 SECONDS EAST, 13.52 FEET; THENCE SOUTH 87 DEGREES, 05 MINUTES, 11 SECONDS EAST, 50.00 FEET; THENCE NORTH 02 DEGREES, 52 MINUTES, 07 SECONDS EAST, 74.62 FEET; THENCE SOUTH 87 DEGREES, 16 MINUTES, 47 SECONDS EAST, 774.70 FEET; THENCE NORTH 02 DEGREES, 43 MINUTES, 13 SECONDS EAST, 350.48 FEET; THENCE SOUTH 87 DEGREES, 16 MINUTES, 47 SECONDS EAST, 73.94 FEET TO THE POINT OF BEGINNING OF THIS TRACT, CONTAINING 30.212 ACRES MORE OR LESS.

LEGAL DESCRIPTION TRACT B:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 49 NORTH, RANGE 32 WEST, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 14, THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER SECTION NORTH 87 DEGREES, 16 MINUTES 47 SECONDS WEST, 177.04 FEET; THENCE SOUTH 02 DEGREES, 00 MINUTES, 34 SECONDS WEST, 1625.53 FEET; THENCE SOUTH 09 DEGREES, 07 MINUTES, 21 SECONDS WEST, 241.21 FEET; THENCE NORTH 86 DEGREES 29 MINUTES 52 SECONDS WEST, 4.19 FEET; THENCE NORTH 83 DEGREES, 23 MINUTES, 00 SECONDS WEST, 196.33 FEET; THENCE NORTH 86 DEGREES, 29 MINUTES, 52 SECONDS WEST, 433.60 FEET; THENCE SOUTH 48 DEGREES, 12 MINUTES, 17 SECONDS WEST, 7.03 FEET; THENCE SOUTH 02 DEGREES, 54 MINUTES, 27 SECONDS WEST, 268.02 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND AN INITIAL TANGENT BEARING OF SOUTH 50 DEGREES 13 MINUTES 08 SECONDS EAST, 98.72 FEET TO A POINT; THENCE NORTH 87 DEGREES 05 MINUTES 34 SECONDS WEST, 50.00 FEET TO THE POINT OF BEGINNING OF THIS TRACT; THENCE NORTH 87 DEGREES, 05 MINUTES, 07 SECONDS WEST, 161.68 FEET; THENCE NORTH 02 DEGREES, 54 MINUTES, 19 SECONDS EAST, 231.78 FEET; THENCE NORTH 87 DEGREES, 05 MINUTES, 11 SECONDS WEST, 70.00 FEET; THENCE NORTH 02 DEGREES, 53 MINUTES, 40 SECONDS EAST, 244.89 FEET; THENCE NORTH 33 DEGREES, 09 MINUTES, 19 SECONDS EAST, 188.41 FEET; THENCE SOUTH 87 DEGREES, 06 MINUTES, 20 SECONDS EAST, 19.29 FEET; THENCE NORTH 02 DEGREES, 53 MINUTES, 40 SECONDS EAST, 49.65 FEET; THENCE NORTH 87 DEGREES, 06 MINUTES, 20 SECONDS WEST, 114.23 FEET; THENCE NORTH 02 DEGREES, 53 MINUTES, 40 SECONDS EAST, 418.94 FEET; THENCE SOUTH 39 DEGREES, 09 MINUTES, 10 SECONDS EAST, 25.17 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 193.67 FEET TO A POINT TANGENT; THENCE SOUTH 02 DEGREES, 00 MINUTES, 34 SECONDS WEST, 60.90 FEET; THENCE SOUTHERLY, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 77.08 FEET TO A POINT OF TANGENT; THENCE SOUTH 11 DEGREES, 22 MINUTES, 25 SECONDS EAST, 275.37 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 45.50 FEET TO A POINT TANGENT; THENCE SOUTH 04 DEGREES, 19 MINUTES, 38 SECONDS WEST, 387.36 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND AN INITIAL TANGENT BEARING OF SOUTH 49 DEGREES 42 MINUTES 56 SECONDS WEST, 93.21 FEET TO THE POINT OF BEGINNING OF THIS TRACT, CONTAINING 2.980 ACRES MORE OR LESS.

LEGAL DESCRIPTION TRACT C:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 49 NORTH, RANGE 32 WEST, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 14, THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER SECTION NORTH 87 DEGREES, 16 MINUTES 47 SECONDS WEST, 177.04 FEET; THENCE SOUTH 02 DEGREES, 00 MINUTES, 34 SECONDS WEST, 1625.53 FEET; THENCE SOUTH 09 DEGREES, 07 MINUTES, 21 SECONDS WEST, 240.56 FEET TO THE POINT OF BEGINNING OF THIS TRACT; THENCE SOUTH 09 DEGREES 07 MINUTES 21 SECONDS WEST, 167.56 FEET; THENCE SOUTH 16 DEGREES 08 MINUTES 08 SECONDS WEST, 599.20 FEET; THENCE NORTH 87 DEGREES 05 MINUTES 07 SECONDS WEST, 488.50 FEET; THENCE NORTH 02 DEGREES 54 MINUTES 27 SECONDS EAST, 410.13 FEET; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND AN INITIAL TANGENT BEARING OF NORTH 62 DEGREES 54 MINUTES 27 SECONDS EAST, 104.23 FEET TO A POINT; THENCE NORTH 04 DEGREES 19 MINUTES 38 SECONDS EAST, 248.47 FEET; THENCE NORTHERLY AND NORTHEASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 32.56 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 29.40 FEET; THENCE SOUTH 86 DEGREES 29 MINUTES 52 SECONDS EAST, 194.98 FEET; THENCE SOUTH 82 DEGREES 40 MINUTES 46 SECONDS EAST, 150.17 FEET; THENCE SOUTH 86 DEGREES 29 MINUTES 52 SECONDS EAST, 282.30 FEET TO THE POINT OF BEGINNING OF THIS TRACT, CONTAINING 10.067 ACRES MORE OR LESS.

EXHIBIT B

DESCRIPTION OF CERTAIN PUBLIC IMPROVEMENTS

(excerpts from Public Improvements Development Agreement)

3. **Construction of 33rd Street.** The Developer hereby covenants to construct, or cause to be constructed, 33rd Street from the end of an existing railroad crossing access from Noland Road west to Weatherford Road. As part of the 33rd Street improvements, Developer will provide at the east end of 33rd Street, two outbound lanes in the eastbound direction. During construction of the Project, the Developer shall construct the roadway in a manner using compacted gravel base or other approved means that will accommodate fire department access and not damage the roadway surface prior to City dedication. The Developer shall complete, or cause the completion of, 33rd Street in accordance with all City Codes and standards applicable to dedicated City Streets, and upon completion, the Developer will dedicate, or cause to be dedicated, the completed 33rd Street.
4. **Construction of Traffic Signal.** The Developer hereby covenants to construct, or cause to be constructed a fully actuated traffic signal at the intersection of 33rd Street and Noland Road that is coordinated with the other signals on the Noland Road corridor and provides railroad pre-emptive control. The traffic signal infrastructure will include an eastbound pre-signal. The Developer shall complete, or cause the completion of, the Traffic Signal in accordance with all City Codes and standards applicable to dedicated City Streets and shall be completed in accordance with all applicable railroad standards and review. The traffic signal attenuation and pre-emptive control shall be fully functioning prior to the issuance of the final occupancy. Upon completion, the Developer will dedicate, or cause to be dedicated, the completed Traffic Signal.
5. **Construction of Noland Road Turn Lanes.** The Developer hereby covenants to construct, or cause to be constructed a northbound left-turn lane with a 200-foot storage length and a southbound right-turn lane with an appropriate storage length along Noland Road. The Developer shall complete, or cause the completion of, the Noland Road Turn Lanes in accordance with all City Codes and standards applicable to dedicated City Streets. Upon completion, the Developer will dedicate, or cause to be dedicated, the Noland Road Turn Lanes.