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JACKSON COUNTY, MISSOURI

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INSTRUMENT NUMBER  
**2023E0010049**

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***THIS SPACE FOR RECORDER'S USE ONLY***

Assured Quality Title Company  
MJ119163

Date: February 16, 2023

**RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:**

Sean Tassi, Esq.  
Husch Blackwell LLP  
4801 Main Street, Suite 1000  
Kansas City, Missouri 64112

**BENEFITS AGREEMENT**

GRANTOR: URBAN CATALYST INCORPORATED, a Missouri nonprofit corporation

GRANTEE: THE SCHOOL DISTRICT OF KANSAS CITY, MISSOURI, ALSO KNOWN  
AS THE SCHOOL DISTRICT OF KANSAS CITY 33 DOING BUSINESS AS  
KANSAS CITY PUBLIC SCHOOLS, a Missouri urban school district

GRANTEE MAILING ADDRESS: 2901 Troost Avenue, Kansas City, MO 64109

LEGAL DESCRIPTION: See attached Exhibit "A" page 12

DEED REFERENCE (IF APPLICABLE): Special Warranty Deed dated [ February 16 ],  
2023, and recorded [ February 16 ], 2023, as Document No.  
[ 2023E0010027 ] in the real estate records of Jackson County, Missouri

## KCNA/FORMER WENDELL PHILLIPS SCHOOL SITE PROJECT BENEFITS AGREEMENT

This KCNA/Former Wendell Phillips School Site Project Benefits Agreement (the “**Agreement**”) is entered into effective as of the 16 day of February, 2023 (the “**Effective Date**”, such date to be completed with the last date on which each of the parties hereto executes this Agreement), by and between the SCHOOL DISTRICT OF KANSAS CITY, MISSOURI, an urban school district and body corporate organized and existing under the laws of the State of Missouri (“**KCPS**”), URBAN CATALYST INCORPORATED, a Missouri nonprofit corporation and an affiliate and the sole member of Urban Neighborhood Initiative, Inc., a Missouri nonprofit corporation (“**Developer**”), and WENDELL PHILLIPS NEIGHBORHOOD ASSOCIATION, a Missouri nonprofit corporation (“**Neighborhood Association**”).

### RECITALS:

A. KCPS and Developer entered into that certain Real Estate Sale Contract dated September 28, 2022 (as renewed, replaced, amended, supplemented, or otherwise modified from time to time, the “**Contract**”), pursuant to which KCPS agreed to sell, and Developer or its affiliated entity agreed to purchase, certain real property located at 2400 Highland, 2433 Vine Street and 2453 Vine Street, Kansas City, Missouri, which property is otherwise known as the KCNA/Former Wendell Phillips School in Kansas City, Jackson County, Missouri, as legally described on **Exhibit A** attached hereto and incorporated herein (the “**Site**”).

B. Sections 24(a) and 25 of the Contract, titled “Closing Contingencies” and “Benefit Agreement,” respectively, require that Developer enter into a Benefits Agreement with KCPS with the purpose of ensuring that KCPS stakeholders receive on-going benefit from the redevelopment of the Site.

C. Developer desires to develop the Site in accordance with the terms and conditions herein; and.

D. KCPS, Developer and the Neighborhood Association desire to enter into this Agreement to satisfy the requirements of the Contract, to ensure the preservation of the integrity, heritage, and culture of the School Building and Neighborhood, and to minimize, mitigate, and remedy the negative impacts on the neighborhood that might arise from the Project.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed, the parties agree as follows:

## ARTICLE 1 DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings. All definitions include both the singular and plural form.

**“Local Residents”** shall mean individuals who reside within the Neighboring Communities, as defined herein below.

**“Neighborhood”** shall mean the property located within the Wendell Phillips Neighborhood of Kansas City, Missouri.

**“Neighboring Communities”** shall mean City of Kansas City, Missouri recognized neighborhood associations within the geographic area of the Urban Neighborhood Initiative focus area, bounded by Truman Road on the North, 55<sup>th</sup> Street on the South, Troost Avenue to the West and Prospect Avenue to the East. This shall not mean that other neighborhood associations are excluded. The President, Vice President or an authorized representative of each neighborhood association will be the responsible party under this definition.

**“Project”** shall have the meaning set forth in Article I below.

**“Site”** shall have the meaning set forth in the Recitals.

**“Green Space”** shall mean a portion, no less than 50%, of the parcel located at 2400 Highland as depicted on the Site Plan (as defined herein), which Developer shall maintain as an open area of land (or developed as green space, e.g., a park or garden areas), that is accessible to the public.

**“Good Faith Efforts”** shall mean actions by the Developer intended to identify and, if present and reasonably within the Developers ability, remove barriers to Local Residents within the Project or expand employment opportunities for Local Residents within the Project.

**“School Building”** – shall mean the existing buildings constructed before the Effective Date that are located on the Site, otherwise known as the former Wendell Phillips School in Kansas City, Jackson County, Missouri.

## **ARTICLE 2 COMMUNITY BENEFITS**

In accordance with the requirements of the Property Use Description Agreement, Developer desires to develop the Site as follows: (i) to adaptively reuse and redevelop the existing School Building into a multi-use, multi-tenant facility which supports the community served by the Neighborhood Association; and (ii) to develop the surrounding land (including the construction of new structures) which may include office, commercial, recreation, residential, and neighborhood agricultural uses; excluding the Green Space ((i) and (ii) referenced jointly as the **“Project”**). The goal of the repurpose is to engage, educate and enrich the residents of the Neighborhood and the Neighboring Communities by focusing on the following UNI Community Priorities: Quality Education Pipeline, Mixed income Housing, Community Wellness, Neighborhood Safety and Neighborhood Prosperity (the **“Community Priorities”**). The following outlines community benefits within these five (5) areas to be addressed as part of the Project.

**2.1 KCNA Building.** In accordance with the Developer’s Community Priorities, Developer shall provide the Neighborhood Association and Neighboring Communities, as applicable, with no-cost access to each of the following:

(a) **Building Access.** Upon Project completion, Developer shall provide the Neighborhood Association and Neighboring Communities access to the building during building hours (as reasonably determined by Developer). Developer shall cause such building hour information to be conspicuously available to the Neighborhood and Neighboring Communities. Additional access outside of building hours may be coordinated with the Project property management company. If no property management company exists at the time, then such additional access may be coordinated with Developer.

(b) **Office Space.** Developer shall provide the Neighborhood Association and Neighboring Communities with office space and restroom access that is accessible Monday- Friday 8:00 AM – 8:00 PM and Saturday 8:00 AM – 2:00 PM. Developer has full discretion, within reason, as to how such access is achieved (ex. key, key card, key code, etc.). The Office Space shall have internet connection access and shall be required to have a minimum of 2 desks, 4 cubes, 1 network printer, 2 computers with established lifecycle, and secure filing cabinets (1 filing cabinet for each Neighboring Community) (the “**Office Space Minimum Requirements**”).

(c) **Reserved Spaces.** Developer shall provide the Neighborhood Association with meeting space for hosting monthly Neighborhood Association meetings/events, subject to schedule and space availability. Developer shall give preference, within reason, to the Neighborhood Association when scheduling meeting spaces within the Project. Although not required for use of such space, Developer shall provide the Neighborhood Association and Neighboring Communities the opportunity to reserve the auditorium, gymnasium and other community spaces within the Project and such reservations shall be accepted by Developer if such dates and spaces are available at the time of reservation. Notwithstanding the foregoing, limits as to how far in advance a reservation can be made shall be at the sole discretion of Developer as long as such limit is equal to or greater than six (6) months.

(d) **Storage.** Developer shall provide the Neighborhood Association and Neighboring Communities with shared storage space located at a mutually agreed upon location either inside the School Building on the Site or in a separate location on the grounds (the “Storage Location”). At the Storage Location, the Neighborhood Association may install an additional prefabricated shed or similar small storage building at its own cost and expense upon design approval from the Developer. Such storage unit shall be built and maintained by the Neighborhood Association so as to comply with the City of Kansas City, Missouri Municipal Code. Should the Neighborhood Association decide to install such storage unit, the Neighborhood Association will install locks and utilize such space at their own risk, cost and expense. The Neighborhood Association acknowledges that Developer and its property management cannot and will not be held liable for any damage, theft, or loss that may occur to the property stored by the Neighborhood Association at the Storage Location.

(e) **Usage.** If during any given calendar year, either of the following occurs three (3) separate times, Developer shall have the right, in its sole discretion, to impose the established meeting space fee (the “**Usage Fee**”) on the respective Neighboring Community upon making a reservation the following calendar year: (i) a Neighboring Community cancels a previously submitted reservation to use a reserved space (as described in Section 2.1(c)) within 30 days’ of the date of the reservation; or (ii) a Neighboring Community fails to use a space after it was

previously reserved. Notwithstanding the foregoing, cancellations and non-use of previously reserved spaces caused by unforeseen circumstances or weather shall not result in the imposition of the Usage Fee. The imposition of the Usage Fee serves as an encouragement to Neighboring Communities to use reserved spaces and foster reoccurring neighborhood led events within the Project. If a Neighboring Community becomes defunct and later reactivates, the Usage Fee will be waived.

**2.2 Workforce Development.** In accordance with the Community Priorities, Developer shall prioritize and make a Good Faith Effort to contract with Local Residents when possible. Developer will make a Good Faith Effort in hiring local property management, maintenance, landscaping, security, and other operations of the Project ("**Project Jobs**"). Such Good Faith Effort includes, but is not limited to, posting the Project Jobs in a location where they can be seen and conveniently applied for by Local Residents, and collaborating directly with the Neighborhood Association when hiring for the Project Jobs. Developer will also make a Good Faith Effort to conduct a yearly audit to determine whether any companies and/or service providers within the Neighboring Communities exist that Developer can contract with directly for Project Jobs.

**2.3 Non-Residential Tenant Selection.** In accordance with the Community Priorities, when selecting non-residential tenants to lease property within the Project, Developer shall prioritize entities owned by Local Residents and strive to maintain a balance of for-profit and non-profit entities providing a variety of goods and services to the Neighboring Communities. To further Community Priorities and increase opportunities for Local Residents, Developer agrees to include provisions concerning neighborhood engagement in tenant leases. Such provisions may be negotiated on a tenant-by-tenant basis, but shall seek to increase opportunities for Local Residents through scholarships, sliding scale payments, or other methods of removing financial barriers when feasible, and shall also include a provision as applicable that all educational programs taking place on the Site will prioritize Local Residents over the general public for at least 5% of the program spots unfilled and available, but if 5% equates to less than one spot, then one program spot shall be prioritized for a Local Resident. If Local Resident(s) have not been confirmed within the programs allotted intake period, that spot will be filled at the discretion of the tenant. Developer will be held harmless upon any lack of effort, lack of timely response, program entry misinterpretation, or failure to submit any required program documentation on Local Residents' part in response to program opportunities provided at the Site. Prior to the entering of a lease, Developer shall present a general overview of the potential tenant at the monthly Neighborhood Association Meeting and provide time for adequate feedback at the time of presentation from the Neighborhood Association. At such presentation, Developer shall include information regarding efforts to include a program affordability provision in the tenant lease that focuses on the potential tenant's intention to produce and supply programs that promote a reasonable advantage to participate in such programs for the Local Residents.

**2.4 Site.** In accordance with Community Priorities and the Property Use Description Agreement, the Developer will utilize the feedback, comments, and ideas from the Community Site Design Workshop held on June 7, 2022 and community engagement event held on August 29, 2022 to determine the best site design for the Site. Prior to finalizing the initial site plan (or any later modifications) (the "**Site Plan**") for submittal to the City of Kansas City, MO, the Developer shall hold a minimum of two (2) public meetings in coordination with the Neighborhood

Association to review the Site Plan and obtain community feedback. Developer shall use commercially reasonable efforts to obtain support from the Neighborhood Association prior to obtaining site plan approval from the City of Kansas City, MO.

**2.5 Use Consistent with Community Priorities.** Developer shall maintain the Site with the goal of furthering the stated Community Priorities. Developer shall inform the Neighborhood Association when there is a proposed material change to the use of any portion of the School Building and allow the Neighborhood Association an opportunity to provide adequate feedback at a date, time and place mutually agreed to between Developer and the Neighborhood Association. All parties agree that at no time shall the School Building be used: (1) for residential multifamily housing; or (2) primarily as commercial office space that does not further the Community Priorities.

**2.6 Development, Design and Construction of Project.** Developer shall develop and design the Project in a manner that is consistent with the heritage, culture, setting and design of the Neighborhood and 1932 addition to the School Building. All work performed in the construction, repair, replacement, alteration or expansion of any improvements of the Project shall be performed in a good and workmanlike manner.

**2.7 Neighborhood Engagement.** Developer shall provide the Neighborhood Association with monthly updates on the Project at the regularly scheduled meetings of the Neighborhood Association in order to promote transparency and community engagement with the Neighborhood Association. If the Neighborhood Association or members of the Neighborhood have concerns with aspects of the development, design, construction or operations of the Project that are perceived to negatively impact the Neighborhood, they may bring those issues to Developer's attention directly or at the regularly scheduled meetings of the Neighborhood Association, or to a member of the Advisory Committee described in 3.1 below. The Developer shall make a good faith effort to address the concerns in accordance with the purposes of this Agreement, including, but not limited to, the Community Priorities.

**2.8 Cooperative Engagement.** In accordance with the Community Priorities, the Developer and the Neighborhood Association mutually agree: (i) to conduct a bi-annual survey of neighborhood residents of their needs; (ii) to evaluate Developer programming and tenant involvement; (iii) to work together on community engagement efforts and coordination of events and meetings; (iv) to conduct themselves and their person in a manner that is conducive to productivity and progress; and, (v) with a spirit of cooperation and collaboration to affirmatively engage the residents of the Neighborhood in all programming held within the Site.

**2.9 Career Technical Training/Mentorship.** Developer will participate annually in KCPS Real World Learning programs (i.e., paid internships, class speaker, field trips, interview skill development, advisory council, etc.) in order to help prepare KCPS students for post-secondary education and the workforce.

## ARTICLE 3 ADVISORY COMMITTEE

**3.1 Committee.** Developer and the Neighborhood Association shall use good faith efforts to select five (5) residents and/or neighborhood stakeholders agreeable to each of Developer and the Neighborhood Association to serve as members of an advisory committee established for the purposes set forth in Section 3.2 below (the “Advisory Committee”).

**3.2 Purpose.** The Advisory Committee shall further common goals of the Neighborhood, Neighboring Communities, and Developer by providing input on the selection of tenants and Project workforce development. Notwithstanding the foregoing or anything herein to the contrary, the Developer shall make the final decision regarding the selection of all tenants.

**3.3 Meetings.** The Advisory Committee shall meet quarterly or as needed. If a member of the Advisory Committee fails to be present at two (2) consecutive meetings without prior notice and a viable reason for such failure to attend, that member shall be removed from the Advisory Committee and replaced per the requirements of 3.1.

## ARTICLE 4 MISCELLANEOUS

**4.1 Release.** Developer and Neighborhood Association each expressly release, indemnify and hold harmless KCPS from any and all claims or liability (including third party claims) arising out of this Agreement, except to the extent such claims or liability result from the negligence or intentional misconduct of KCPS or its agents or employees.

**4.2 Term.** This Agreement shall become effective on the Effective Date and shall continue and bind any purchaser for fifteen (15) years or so long as the Site receives tax abatement, whichever is longer, except as otherwise agreed in writing by the parties hereto.

**4.3 Default.** Failure by any party to perform or comply with any term, provision or covenant of this Agreement, if not cured in accordance with Section 4.4 below, shall constitute a default under this Agreement.

**4.4 Right to Cure.** If any party reasonably believes that another party is in default of this Agreement, it shall: (a) provide written notice to the alleged defaulting party of the alleged default; (b) offer to meet and confer in a good faith effort to resolve the issue; and, (c) except where a delay may cause irreparable injury, provide sixty (60) days to cure the alleged default, commencing at the time of the notice, during which time the defaulting party shall cure the default. Any notice given pursuant to this provision shall specify the nature of the alleged default, and where appropriate, the manner in which the alleged default may be cured.

**4.5 Remedies for Default.** Following proper notice of default and failure to cure, as described in paragraphs 4.3 and 4.4 above, any non-defaulting party to this Agreement shall have the right to pursue any other available legal or equitable right or remedy of the non-defaulting party against the defaulting party including, but not limited to, specific performance. In the event legal action is instituted by any of the parties to enforce the terms of this Agreement or arising out of the execution

of this Agreement, the prevailing party will be entitled to receive from the non-prevailing party or parties reasonable attorney's fees to be determined by the court in which the action is brought.

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

**4.7 Assignment.** No party may assign any right, obligation, or responsibility under this Agreement without the prior written consent of the other parties.

**4.8 Notices.** All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally or on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

<b>If to Developer:</b>	Urban Catalyst Incorporated 2300 Main Street, Suite 180 Kansas City, Missouri 64108 Attn: Director of Housing & Community Development
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<b>If to KCPS:</b>	Kansas City Public Schools Legal Services Department 2901 Troost Kansas City, Missouri 64109 Attn: Chief Legal Counsel
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<b>If to the Neighborhood Association:</b>	Wendell Phillips Neighborhood Association P.O. Box 270794 Kansas City, Missouri 64127 Attn: President
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**4.9 Counterparts.** This Agreement may be executed in two or more counterparts (including electronic PDF counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**4.10 Amendment.** This Agreement may be amended only by written instrument executed by KCPS, Developer, and Neighborhood Association. Notwithstanding the foregoing, in the event a party providing financing or other financial support to Developer associated with the Project (a "**Financing Entity**") requires an amendment to this Agreement in order to provide such support to Developer, Developer shall deliver written notice to KCPS and Neighborhood Association reasonably describing the need for the amendment (the "**Amendment Notice**") along with a request to amend this Agreement as required by the Financing Entity. KCPS and Neighborhood Association agree to use best efforts to consider Developer's request, as supported by the Amendment Notice. In the event KCPS and Neighborhood Association fail to respond in writing to the Amendment Notice within thirty (30) days after receipt of such Amendment Notice, Developer agrees to send a second Amendment Notice (the "**Second Notice**"). If KCPS and Neighborhood Association fail to respond in writing to the Second Notice within thirty (30) days



after receipt, then each of KCPS and Neighborhood Association shall be in default hereunder and Developer shall be entitled to pursue its remedies as set forth in Section 4.4 and 4.5 above. If KCPS and Neighborhood Association consent to the request set forth in the Amendment Notice, the parties shall use good faith efforts to record an amendment to this Agreement within thirty (30) days after the date KCPS and Neighborhood Association deliver a written decision to Developer.

**4.11 No Partnership, Joint Venture or Principal Agent Relationship.** Nothing in this Agreement nor any acts of the parties hereto shall be construed or deemed by the parties hereto, or by any third person, to create the relationship of partnership, of joint venture, or of principal and agent, between the parties hereto.

**4.12 Severability.** If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**4.13 Captions.** Captions are inserted for convenience of reference only and shall not affect the construction and interpretation of this Agreement.

**4.14 No Waiver.** No waiver by any party of any default, whether intentional or not, shall be deemed to extend to any prior or subsequent default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed as of the date written above.

KCPS:

SCHOOL DISTRICT OF KANSAS CITY, MISSOURI,  
an urban school district and body corporate organized  
and existing under the laws of the State of Missouri

By: [Signature]

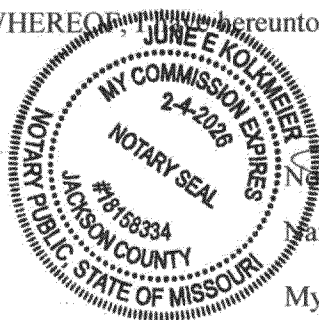
Name: Nate Hogan

Title: Board Chair

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF JACKSON        )

On this 16 day of February in the year 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Nate Hogan, Board Chair of the THE SCHOOL DISTRICT OF KANSAS CITY, MISSOURI, ALSO KNOWN AS THE SCHOOL DISTRICT OF KANSAS CITY 33 DOING BUSINESS AS KANSAS CITY PUBLIC SCHOOLS, a Missouri urban school district, personally known by me to be the person who executed the same instrument, on behalf of said district, and acknowledged to me that he/she executed the same for the purposes therein stated.

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



[Signature]  
Notary Public

Name: June E Kolkmeier

My Commission Expires: 2-4-2026

[SEAL]

**DEVELOPER:**

URBAN CATALYST INCORPORATED,  
a Missouri nonprofit corporation

By: Urban Neighborhood Initiative, Inc.,  
a Missouri nonprofit corporation, its sole member

By: 

Name: Jamee Rodgers


Title: President and Chief Executive Officer

STATE OF MISSOURI           )  
  ) ss.  
COUNTY OF JACKSON       )

On this 8th day of February in the year 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Jamee Rodgers, President and Chief Executive Officer of Urban Neighborhood Initiative, Inc., a Missouri nonprofit corporation, the sole member of URBAN CATALYST INCORPORATED, a Missouri nonprofit corporation, personally known by me to be the person who executed the same instrument, on behalf of said corporation in his capacity as the President and Chief Executive Officer of Urban Neighborhood Initiative, Inc., a Missouri nonprofit corporation, the sole member of the corporation, and acknowledged to me that he executed the same for the purposes therein stated.

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

**BETTY J. LAW**  
**NOTARY PUBLIC-NOTARY SEAL**  
**STATE OF MISSOURI**  
**JACKSON COUNTY**  
**MY COMMISSION EXPIRES 3/12/2025**  
**COMMISSION # 13539229**

  
Notary Public  
Name: Betty J. Law  
My Commission Expires: 3/12/2025

[SEAL]

**NEIGHBORHOOD ASSOCIATION:**

WENDELL PHILLIPS NEIGHBORHOOD ASSOCIATION,  
a Missouri nonprofit corporation

By: 

Name: John James

Title: President

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF JACKSON        )

On this 13<sup>th</sup> day of February in the year 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared John James, President of the WENDELL PHILLIPS NEIGHBORHOOD ASSOCIATION, a Missouri nonprofit corporation, personally known by me to be the person who executed the same instrument, on behalf of said corporation, and acknowledged to me that he executed the same for the purposes therein stated.

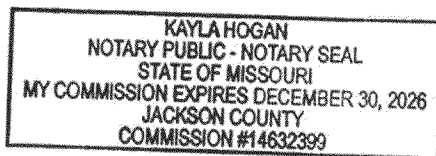
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

  
Notary Public

Name: Kayla Hogan

My Commission Expires: 12/30/26

[SEAL]



## EXHIBIT A

### Tract 1:

All of Lots 1 to 11, both inclusive, except that part in Vine Street and the North 11 feet of Lot 18 and all of Lots 19 to 30, both inclusive, in COWHERD'S VINE STREET ADDITION, a subdivision in Kansas City, Jackson County, Missouri, the vacated alley adjoining said Lots 1 to 11 and Lots 20 to 30; East ½ of vacated alley lying West and adjoining the North 11 feet of Lot 18 and all of Lot 19; and the vacated alley extending West from Highland between 24th Street Terrace and 25th Street; and the South ½ of vacated 24th Street Terrace lying North of and adjoining Lots 1 and 30, COWHERD'S VINE STREET ADDITION and the vacated alley adjoining Lots 1 and 30.

### Tract 2:

Lots 1 through 30, Block 3, MOUNT EVANSTON, a subdivision in Kansas City, Jackson County, Missouri; the vacated alley adjoining said Lots 1 through 30, Block 3, MOUNT EVANSTON; and the North ½ of vacated 24th Street Terrace lying South of and adjoining Lots 15 and 16, Block 3, MOUNT EVANSTON, and the vacated alley adjoining said Lots 15 and 16, except that part in Vine Street. Also, except the East 14 feet of Lots 1 to 15, Block 3, MOUNT EVANSTON as Dedicated to the City of Kansas City by instrument filed as Document No. K930351 in Book K2035 at Page 575.

### Tract 3:

Lots 12 through 17 and the South 14 feet of Lot 18, COWHERD'S VINE STREET ADDITION, a subdivision in Kansas City, Jackson County, Missouri; the West ½ of the vacated alley lying East of and adjoining Lots 12 through 15, COWHERD'S VINE STREET ADDITION; and the East ½ of the vacated alley lying West of and adjoining Lots 16, 17 and the South 14 feet of Lot 18, COWHERD'S VINE STREET ADDITION, except that part in Vine Street.