

**ROBESON SCHOOL SITE PROJECT
COMMUNITY BENEFITS AGREEMENT**

This Robeson School Site Project Community Benefits Agreement (the “**Agreement**”) is entered into effective as of the 22 day of March, 2018 (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**”), ROBESON HOLDING CO, LLC, a Missouri limited liability company (“**Developer**”), SOUTH WALDO COMMUNITY INVESTORS, LLC, a Missouri limited liability company (“**South Waldo**”), and an unincorporated coalition comprised of the WALDO TOWER NEIGHBORHOOD ASSOCIATION and the MARLBOROUGH COMMUNITY COALITION (collectively, the “**Community Associations**”).

RECITALS:

A. KCPS and South Waldo entered into that Commercial Real Estate Sales Contract dated July 12, 2017, as amended by that certain First Amendment to Commercial Real Estate Sales Contract dated December 20, 2017, in which O’Reilly Development Company, LLC, joined South Waldo as a co-Buyer, and as assigned to Developer (collectively, the “**Contract**”) pursuant to which KCPS agreed to sell, and Developer agreed to purchase, certain real property located at 8201 Holmes Road, Kansas City, Missouri 64131, which property is otherwise known as the former Robeson School in Kansas City, Jackson County, Missouri (the “**Site**”).

B. Section 27 of the Contract, titled “Property Use and Restriction”, requires that Developer enter into a Community Benefits Agreement between Developer, KCPS, and the Community Associations with the purpose of ensuring that low income children and families have access to the programs and athletic facilities to be developed and offered by the Developer on the Site.

C. South Waldo desires to join in the execution of this Agreement and agrees to be bound by the terms hereof until such time as South Waldo becomes a member of Developer.

D. KCPS, Developer, South Waldo and the Community Associations desire to enter into this Agreement in satisfaction of the requirements of the Contract and upon the terms and conditions described herein.

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.

“Planning and Implementation Committee” shall have the meaning set forth in Article 3.

“Local Residents” shall mean residents who have economic, mental or physical accessibility needs, as determined by the Planning and Implementation Committee as part of the implementation process described in Article 3 of this Agreement, and who reside in the Neighboring Communities, defined herein below.

“Neighboring Communities” shall mean the area bounded by Gregory Avenue on the north, Bannister Road on the south, Prospect between Gregory and 75th Street, Indiana between 75th and 78th Streets, Union Pacific railroad tracks between 78th and 81st Street, 71 Highway between 81st Street and Bannister Road on the east, and Wornall Road to the west.

“Project” shall mean the mixed-use project located on the Site.

ARTICLE 2 COMMUNITY NEEDS

2.1 Access to Programs/Athletic Facilities. In accordance with the Property Use Description and Restriction, set forth in the Contract and agreed to by the Developer and KCPS, Developer’s reuse of the Site shall include a multi-use recreation center with complimentary commercial/office uses. During public presentations of the redevelopment proposal for the Site, Developer committed to ensuring that the Project improvements would be accessible to low income local youth and families. In order to fulfill this commitment, Developer and South Waldo shall convene and lead a Planning and Implementation Committee of representatives of the Developer, South Waldo and Community Associations for the purpose of defining mutually agreed upon action steps concerning the recreational and community programming to be offered to Local Residents at the Project. The Planning and Implementation Committee shall evaluate action steps for implementation that include, but are not be limited to, coaching clinics, scholarship programs, work-credit programs, sports-specific programs, education, employment and teaching programming, community programs, policies, procedures, and outreach. In addition, Developer commits to funding a community outreach coordinator who would work closely with the Community Associations to identify community needs and work with the Developer to implement programs to address such needs.

2.2 Connectivity. Troost Avenue has long been a racial dividing line in Kansas City. Currently, the Site does not have pedestrian, bicycle or vehicular access from Troost. In order to ensure that the Site is accessible and welcoming to neighborhoods to both the east and west, Developer shall incorporate pedestrian and vehicular ingress/egress to the Site from Troost Avenue, to the extent permitted by the City of Kansas City, Missouri (the **“City”**). Developer shall act in good faith to secure the necessary approvals from the City to provide access to the Site from Troost Avenue as provided in this paragraph.

ARTICLE 3 PLANNING AND IMPLEMENTATION COMMITTEE

To assist with implementation of this Agreement, Developer and South Waldo shall meet with representatives from the Community Associations (such representatives, including Developer

and South Waldo, the “**Planning and Implementation Committee**”) in a good faith, reasonable effort to develop strategies for the implementation of the terms and requirements set forth in this Agreement. The Planning and Implementation Committee shall meet every other month beginning in April 2018 and monthly (or more or less frequently if mutually agreed by the Community Associations and the Developer) upon the opening of the recreation center. At such meetings, any member of the Planning and Implementation Committee may raise issues related to implementation of this Agreement. Developer, South Waldo and the Community Associations shall ensure that the representatives attending the Planning and Implementation Committee meetings on any such party’s behalf are the appropriate individuals to discuss the issues. The Developer, South Waldo and Community Associations may mutually agree to add representatives of other pertinent resource organizations as ad hoc members (without decision-making authority) of the Planning and Implementation Committee.

ARTICLE 4 MISCELLANEOUS

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue for a period of five (5) years (the “**Initial Term**”). Upon the expiration of the Initial Term and each Renewal Term (hereinafter defined), the Planning and Implementation Committee may review and revise the Agreement as the Committee deems appropriate. Upon the expiration of the Initial Term, the Agreement shall automatically renew for successive additional periods of five (5) years (each, a “**Renewal Term**”), for so long as the recreation center is in operation on the Site, unless terminated in writing by the Developer and the Community Associations.

4.2 Default. Failure by any party to perform or comply with any term or provision of this Agreement, if not cured, shall constitute a default under this Agreement.

4.3 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.

4.4 Remedies for Default. Following proper notice of default and failure to cure, as described in paragraphs 4.2 and 4.3 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 Contract or arising out of the execution of this Contract, 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.

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

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

4.7 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:

If to Developer:	Robeson Holding Co, LLC 5051 S. National Avenue 4-110 Springfield, MO 65810 Attn: Denise Heintz
If to South Waldo:	South Waldo Community Investors, LLC 1118 McGee Street Kansas City, MO 64106 Attn: Sean Pickett
If to KCPS:	Kansas City Public Schools Legal Services Department 2901 Troost Kansas City, Missouri 64109 Attn: Ivan L. Nugent
If to the Community Associations:	Waldo Tower Neighborhood Association P.O. Box 16401 Kansas City, MO 64112-6401 Attn: President Marlborough Community Coalition 1809 E 80 th Street Kansas City, MO 64131 Attn: Nancy Phelps

4.8 Authority; Binding Effect. Each individual executing this Agreement on behalf of Developer, KCPS, and the Community Associations represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity. The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns.

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 **Release of South Waldo.** At such time as South Waldo becomes a member of Developer, South Waldo shall cease to be a party to and shall have no further obligations or rights under this agreement. Following such event, Developer shall perform any obligations of South Waldo under this Agreement.

[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: _____

Name: _____

Title: _____

DEVELOPER:

ROBESON HOLDING CO, LLC

By: _____

Name: _____

Title: _____

COMMUNITY ASSOCIATIONS:

WALDO TOWER
NEIGHBORHOOD ASSOCIATION

By: Angela L. Lile

Name: Angela L. Lile

Title: President

SOUTH WALDO:

SOUTH WALDO COMMUNITY
INVESTORS, LLC

By: _____

Name: _____

Title: _____

MARLBOROUGH COMMUNITY
COALITION

By: _____

Name: _____

Title: _____

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

KCPS:

DEVELOPER:

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

ROBESON HOLDING CO, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

COMMUNITY ASSOCIATIONS:

SOUTH WALDO:

WALDO TOWER
NEIGHBORHOOD ASSOCIATION

SOUTH WALDO COMMUNITY
INVESTORS, LLC

By: _____

By: _____

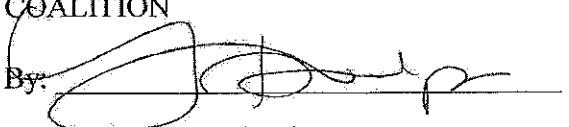
Name: _____

Name: _____

Title: _____

Title: _____

MARLBOROUGH COMMUNITY
COALITION

By:  _____

Name: Nancy Phelps

Title: President

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: _____

Name: _____

Title: _____

DEVELOPER:

ROBESON HOLDING CO, LLC

By: Denise Heitz

Name: Denise Heitz

Title: Partner/director of operations

COMMUNITY ASSOCIATIONS:

WALDO TOWER
NEIGHBORHOOD ASSOCIATION

By: _____

Name: _____

Title: _____

SOUTH WALDO:

SOUTH WALDO COMMUNITY
INVESTORS, LLC

By: _____

Name: _____

Title: _____

MARLBOROUGH COMMUNITY
COALITION

By: _____

Name: _____

Title: _____

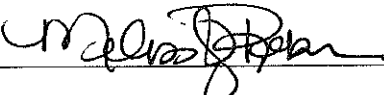
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KCPS:

DEVELOPER:

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

ROBESON HOLDING CO, LLC

By: 
Name: Melissa Robinson
Title: Board Chair

By: _____
Name: _____
Title: _____

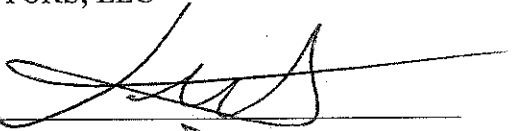
COMMUNITY ASSOCIATIONS:

SOUTH WALDO:

WALDO TOWER
NEIGHBORHOOD ASSOCIATION

SOUTH WALDO COMMUNITY
INVESTORS, LLC

By: _____
Name: _____
Title: _____

By: 
Name: Sean Pickett
Title: President

MARLBOROUGH COMMUNITY
COALITION

By: _____
Name: _____
Title: _____