

AN ORDINANCE APPROVING DOCUMENTS RELATED TO THE TRANSFER OF PROPERTY WITHIN THE BLUE PARKWAY AND COLBERN ROAD REDEVELOPMENT AREA TO ST. LUKE'S EAST HOSPITAL AND AUTHORIZING OTHER ACTIONS IN CONNECTION WITH SAID TRANSFER OF PROPERTY.

WHEREAS, on March 22, 2012, pursuant to Ordinance No. 7164, the City of Lee's Summit, Missouri, approved the Chapter 353 Redevelopment Plan for the Blue Parkway and Colbern Road Redevelopment Area (the "Redevelopment Plan") pursuant to Section 353.010, *et seq.*, the Urban Redevelopment Corporations Law (the "Act"); and

WHEREAS, on May 17, 2012, pursuant to Ordinance No. 7186, the City approved a First Amendment to the Redevelopment Plan; and

WHEREAS, Saint Luke's East Hospital ("Saint Luke's") proposes to purchase certain property within the redevelopment area for the Redevelopment Plan;

WHEREAS, the Second Amendment to the Redevelopment Plan attached hereto as Exhibit 1 (the "Second Amendment to the Redevelopment Plan"), will amend the Redevelopment Plan to accommodate the transfer of the property legally described in Exhibit I to the Second Amendment to the Redevelopment Plan to Saint Luke's (the "Saint Luke's Property"); and

WHEREAS, on May 6, 2016, the City furnished each political subdivision whose boundaries for ad valorem taxation purposes include any portion of the real property to be affected by tax abatement in the Redevelopment Plan with notice of a public hearing on the Second Amendment to the Redevelopment Plan to be held by the City Council in accordance with City Ordinance No. 3475 and Sections 353.060 and 353.110, RSMo; and

WHEREAS, a public hearing was held before the City Council on Thursday, May 19, 2016, in the City Council Chambers at Lee's Summit City Hall, 220 SE Green Street, Lee's Summit, Missouri, at which all interested persons and taxing districts affected by the proposed Second Amendment to the Redevelopment Plan were afforded an opportunity to make comments regarding approval of the Second Amendment to the Redevelopment Plan; and

WHEREAS, the City, Unity, Bernell K. Rice, and the Blue Parkway and Colbern Road Redevelopment Corporation entered into a Redevelopment Agreement (the "Redevelopment Agreement") on May 1, 2012, to implement the Redevelopment Plan; and

WHEREAS, on May 17, 2012, pursuant to Ordinance No. 7186, the City authorized the execution of a First Amendment to the Redevelopment Agreement; and

WHEREAS, Section 5.01.C of the Redevelopment Agreement, as amended, states that in the event of a property transfer, a proposed transferee shall execute a Transferee Agreement in substantial compliance with Exhibit E of the Redevelopment Agreement (the "Transferee Agreement") with the City before a sale shall occur and changes to a proposed Transferee

Agreement shall require approval of the City Council before the Transferee Agreement may be executed by the Mayor; and

WHEREAS, the form of the Transferee Agreement is proposed to be as set forth in Exhibit 3; and

WHEREAS, the Blue Parkway and Colbern Road Community Improvement District (the "District") was formed on March 22, 2012, pursuant to Ordinance No. 7165; and

WHEREAS, the City and the District entered into a Cooperative Agreement (the "Cooperative Agreement") on April 30, 2012; and

WHEREAS, the City Council desires to approve a (i) Second Amendment to the Redevelopment Plan, (ii) Second Amendment to Redevelopment Agreement, (iii) Transferee Agreement, and (iv) First Amendment to Cooperative Agreement to provide that (a) the Saint Luke's Property will not be transferred to the Corporation prior to conveyance to Saint Luke's and will not be subject to Tax Abatement as provided in the Redevelopment Plan, (b) during the time that Saint Luke's or its affiliates owns the Saint Luke's Property it will be excluded from the imposition of special assessments imposed by the District, (c) during the time that Saint Luke's or its affiliates owns the Saint Luke's Property sales which occur on the Saint Luke's Property that are exempt from tax under State law and other local laws, apart from the CID Act, shall also be exempt from the CID District Sales Tax, and (d) additional related terms and provisions as set forth in the attached Exhibits 1 through 4.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The following documents are hereby approved in substantially the forms attached hereto and the City is hereby authorized to execute and deliver the documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) The Second Amendment to the Redevelopment Plan attached hereto as Exhibit 1 and incorporated herein by reference.

(b) The Second Amendment to Redevelopment Agreement attached hereto as Exhibit 2 and incorporated herein by reference.

(c) The Transferee Agreement attached hereto as Exhibit 3 and incorporated herein by reference.

(d) The First Amendment to Cooperative Agreement attached hereto as Exhibit 4 and incorporated herein by reference.

BILL NO. ___ - ___

ORDINANCE NO. _____

SECTION 2. That City officers and agents are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

PASSED by the City Council for the City of Lee's Summit, Missouri, this _____ day of _____, 2016.

Mayor *Randy Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this _____ day of _____, 2016.

Mayor *Randy Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian Head*

BILL NO. __-__

ORDINANCE NO. _____

EXHIBIT 1

SECOND AMENDMENT TO THE REDEVELOPMENT PLAN

(see attached)

SECOND AMENDMENT TO CHAPTER 353 REDEVELOPMENT PLAN

for the

BLUE PARKWAY AND COLBERN ROAD REDEVELOPMENT AREA

Unity School of Christianity, Applicant

_____, 2016

A. Definitions. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Chapter 353 Redevelopment Plan for the Blue Parkway and Colbern Road Redevelopment Area, as amended, approved by Ordinance No. 7164 adopted by the City Council on March 22, 2012.

B. Amendment to Section H.3. of the Redevelopment Plan, entitled PILOTS, is hereby amended by deleting said Section H.3 in its entirety and replacing it with the following:

3. PILOTS. During each year for a period of ten (10) years after the date upon which the Corporation acquires title to a tract within the Area, an annual payment in lieu of taxes (“PILOT”) shall be paid to the Taxing District by the owner of each tract transferred to the Corporation in an amount equal to fifty percent (50%) of the taxes that would have been due and payable on the assessed valuation of the land, exclusive of improvements, in absence of tax abatement provided in this Section H, less any taxes actually paid pursuant to Section H.1 above, provided, however; notwithstanding anything herein or elsewhere to contrary, the 13.58 acre property to be purchased by Saint Luke’s East Hospital (“**Saint Luke’s**”), legally described in **Exhibit I** (the “**Saint Luke’s Property**”), will not be transferred to the Corporation prior to conveyance to Saint Luke’s, will not be subject to Tax Abatement as provided in this Redevelopment Plan, and will be excluded from any obligation to pay a PILOT, but only to the extent and for so long as the Saint Luke’s Property is (i) owned by Saint Luke’s or its affiliate entities of the Saint Luke’s Health System and (ii) otherwise exempt from the payment of ad valorem real estate taxes under generally applicable law apart from Sections 353.010 to 353.19, RSMo.

C. Amendment to Section J. Section J of the Redevelopment Plan, entitled Notice of Transfer, is hereby amended by deleting said Section J in its entirety and replacing it with the following:

J. Notice of Transfer. Not less than 30 days prior to the transfer of any real property in the Area, the property owner shall provide notice of the intended transfer to the City and the Corporation. Unless otherwise agreed to in a transferee agreement, all transfers of real property in the Area shall occur by transferring the property from the owner to the Corporation, and then from the Corporation to the intended transferee. No transfer of property shall occur within the Area unless the requirements set forth in this Redevelopment Plan have been satisfied, and all transfers that occur in violation of the requirements of this Plan shall be null and void. Additional details about the procedures to implement this paragraph may be set forth in a contract between the Corporation and one or more other parties.

D. Amendment to Section K. Section K of the Redevelopment Plan, entitled Special Assessments, is hereby amended by deleting said Section K in its entirety and replacing it with the following:

K. Special Assessments. Prior to approval of this Redevelopment Plan, Unity School of Christianity (“USC”) will cause a community improvement district petition in substantially the form attached hereto as **Exhibit H** (the “**CID Petition**”) to be filed with the City in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571, RSMo (the “**CID Act**”). The boundaries of the community improvement district will include all of the Area. The “Saint Luke’s Property” (as defined in Section H.3), will not be transferred to the Corporation prior to conveyance to Saint Luke’s, will not be subject to Tax Abatement as provided in this Redevelopment Plan, and will be excluded from the imposition of CID Special Assessments, but only to the extent and for so long as the Saint Luke’s Property is owned by Saint Luke’s or its affiliate entities of the Saint Luke’s Health System and is otherwise exempt from the payment of ad valorem real estate taxes under generally applicable law apart from Sections 353.010 to 353.19, RSMo. For so long as the Saint Luke’s Property is owned by Saint Luke’s or its affiliate entities of the Saint Luke’s Health System, sales which occur on the Saint Luke’s Property that are exempt from tax under State law and other local laws, apart from the CID Act, shall also be exempt from the CID District Sales Tax.

E. Amendment to Exhibit F. Exhibit F to the Redevelopment Plan, entitled Private Improvements, is hereby amended by deleting said Exhibit F in its entirety and replacing it with the Exhibit F attached hereto.

F. Amendment to Exhibit I. The Redevelopment Plan is hereby amended by the addition of the Exhibit I, entitled Legal Description of Saint Luke’s Property, attached hereto.

G. Third Party Beneficiary. Saint Luke’s is intended to be and is hereby declared to be a third party beneficiary of this amendment to the Redevelopment Plan.

H. Full Force and Effect. Except as amended hereby, the Redevelopment Plan remains in full force and effect.

Exhibit F

Private Improvements

The Redevelopment Project 1 Private Improvements are anticipated to consist of office, office/flex, hospitality, and neighborhood retail uses. The Redevelopment Project 2 Private Improvements are anticipated to consist of office, office/flex, hospitality, and neighborhood retail uses. The Redevelopment Project 3 Private Improvements are anticipated to consist of office and office/flex uses. A PMIX zoning district is proposed for the Area, in which all uses listed in the City's Unified Development Ordinance ("UDO") Table 5-1 would be permitted, except the following prohibited uses:

1. All uses in the "Residential" category of UDO Table 5-1
2. Title loan, check cashing, or unsecured loan business
3. Adult business, adult entertainment, adult personal services
4. Car repair
5. Car sales
6. Boat dealers
7. Boat, RV, and maintenance equipment storage
8. Building or grounds maintenance
9. Bus Terminal
10. Cemetery or mausoleum
11. Cocktail lounge, bar or tavern, except as accessory to hotel or restaurant use
12. Heavy equipment rental, sales, or service
13. Kennel with outside runs
14. Laundry, dry cleaning or garment services (not including drop-off & pick-up dry cleaning service)
15. LP gas or fuel oil sales (unless as an accessory use)
16. Manufactured home sales
17. Motorcycle sales
18. Outdoor gun club, skeet or trap shoot or archery range
19. Pawn shop
20. Plumbing and heating equipment dealers
21. RV sales
22. Tattoo parlor
23. Drive-in theater
24. Travel trailer camp
25. Truck sales or lease
26. Penal or correctional institution
27. Commodity purchase facilities (i.e. Cash for Gold stores)
28. Asphalt plant
29. Aviation field, Airport and Heliport
30. Cement, lime, gypsum and plaster of paris manufacture
31. Chemical and allied products
32. Concrete batch plant
33. Garbage processing facility

34. Landfill, sanitary and demolition
35. Mining
36. Mini-warehouse facility
37. Oil and gas production
38. Railroad lines, yards or station
39. Salvage yard, scrap yard, junkyard and automobile wrecking yard
40. Sewage treatment facility
41. Solid waste transfer station
42. Tow lot
43. Trucking and courier service

The City may override any of the prohibited uses stated in this Exhibit F, without amending this Redevelopment Plan, by approval by its governing body of a zoning application which authorizes any of the prohibited uses stated in this Exhibit F, except that the City may not authorize, through the zoning approval process, any use in the "Residential" category of UDO Table 5-1.

Exhibit I

Legal Description of the Saint Luke's Property

A tract of land in the Southwest Quarter of Section 30, Township 48 North, Range 31 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri being bounded and described as follows: Beginning at the Southeast corner of said Southwest Quarter; thence North $87^{\circ}55'25''$ West, along the South line of said Southwest Quarter, 196.78 feet; thence North $02^{\circ}05'12''$ East, 100.90 feet; thence Northwesterly, along a curve to the left, being tangent to the last described course with a radius of 540.00 feet, a central angle of $91^{\circ}40'34''$ and an arc distance of 864.03 feet; thence North $17^{\circ}51'53''$ West, 360.57 feet to a point on the South right-of-way line of Interstate Highway 470, as now established; thence North $72^{\circ}08'07''$ East, along said South right-of-way line, 644.00 feet; thence North $80^{\circ}40'02''$ East, continuing along said South right-of-way line, 202.21 feet; thence North $72^{\circ}08'07''$ East, continuing along said South right-of-way line, 65.52 feet to a point on the East line of said Southwest Quarter; thence South $01^{\circ}36'41''$ West, along said East line, 1,261.75 feet to the Point of Beginning. Containing 591,510 square feet or 13.58 acres, more or less.

EXHIBIT 2

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

(see attached)

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT (the “**Second Amendment**”), entered into on the ____ day of _____, 2016, amends the Redevelopment Agreement, as amended, by and between the **CITY OF LEE’S SUMMIT, MISSOURI** (“**City**”), the **UNITY SCHOOL OF CHRISTIANITY** (“**USC**”), **BERNELL K. RICE** (“**Rice**”) (USC and Rice are collectively referred to herein as the “**Developer**”) and the **BLUE PARKWAY AND COLBERN ROAD REDEVELOPMENT CORPORATION** (“**Corporation**”), dated May 1, 2012 (the “**Original Agreement**”), for the implementation of the Chapter 353 Redevelopment Plan for the Blue Parkway and Colbern Road Redevelopment Area (capitalized terms used herein without definition shall have the meanings ascribed thereto in the Original Agreement).

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements contained herein, the City, Developer, and Corporation do hereby agree as follows:

1. Section 1.02 of the Original Agreement, entitled Definitions, is hereby amended to include the following:

“Saint Luke’s” shall mean Saint Luke’s East Hospital.

“Saint Luke’s Property” shall mean that portion of the real property within the Redevelopment Area to be purchased by Saint Luke’s as legally described on Exhibit F.

2. Section 1.03 of the Original Agreement, entitled Exhibits, is hereby amended to include the following:

Exhibit F Legal Description of the Saint Luke’s Property

3. Section 2.02 of the Original Agreement, entitled Special Assessments, is hereby amended by deleting said Section 2.02 in its entirety and replacing it with the following:

Developer has caused the formation of a community improvement district (“**CID**”) in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571, RSMo (the “**CID Act**”). The boundaries of the CID include all of the Redevelopment Area. The CID will impose special assessments within the Redevelopment Area as described in the petition for formation of the CID (the “**CID Special Assessments**”). Under no circumstance will the CID Special Assessments be repealed or revoked for any of the Phase 1 Property, except as provided in the petition for formation of the CID. The Saint Luke’s Property will not be transferred to the Corporation prior to conveyance to Saint Luke’s, will not be subject to Tax Abatement as provided in the Redevelopment Plan, and will be excluded from the CID Special Assessments, but only to the extent and for so long as the Saint Luke’s Property is (i) owned by Saint Luke’s or its affiliate entities of the Saint Luke’s Health System and (ii) otherwise exempt from the payment of ad valorem real estate taxes under generally applicable law apart from Sections 353.010 to 353.19, RSMo. For so long as the Saint Luke’s Property is owned by Saint Luke’s or its affiliate entities of the Saint Luke’s Health System, sales which occur on the Saint Luke’s Property that are exempt from tax under State law and other local laws, apart from the CID Act, shall also be exempt from the CID District Sales Tax.

2. Section 4.01E of the Original Agreement, entitled PILOTs, is hereby amended by deleting said Section 4.01E in its entirety and replacing it with the following:

During each year for a period of ten (10) years after the date upon which the Corporation acquires title to a tract within the Redevelopment Area, an annual payment in lieu of taxes (“PILOTs”) shall be paid to the taxing districts by the owner of each tract transferred to the Corporation in an amount equal to fifty percent (50%) of the taxes that would have been due and payable based on the assessed valuation of the land and improvements, in the absence of the tax abatement provided in this Section 4.01, and less any taxes actually paid pursuant to Section 4.01.A. above. During the 15-Year Period, no PILOTs shall be required. The Saint Luke’s Property will not be transferred to the Corporation prior to conveyance to Saint Luke’s, will not be subject to Tax Abatement as provided in this Redevelopment Plan, and will be excluded from any obligation to pay a PILOT, but only to the extent and for so long as the Saint Luke’s Property is (i) owned by Saint Luke’s or its affiliate entities of the Saint Luke’s Health System and (ii) otherwise exempt from the payment of ad valorem real estate taxes under generally applicable law apart from Sections 353.010 to 353.19, RSMo.

3. Exhibit E of the Original Agreement, entitled Form of Transferee Agreement, is hereby amended by deleting said Exhibit E in its entirety and replacing it with the Exhibit E attached hereto.

4. The Original Agreement is hereby amended by the addition of Exhibit F, entitled Legal Description of Saint Luke’s Property, attached hereto.

5. Except as amended hereby, the Original Agreement remains in full force and effect.

[Remainder of page intentionally blank.]

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

CITY:

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
City Manager

ATTEST:

City Clerk

CORPORATION:

BLUE PARKWAY AND COLBERN ROAD
REDEVELOPMENT CORPORATION

By: _____
President

USC:

UNITY SCHOOL OF CHRISTIANITY

By: _____
President and CEO

RICE:

Bernell K. Rice

Notary for City of Lee's Summit

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the City Manager of the City of Lee's Summit, 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

My Commission Expires:

[SEAL]

Notary for Blue Parkway and Colbern Road Redevelopment Corporation

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came the President of the Blue Parkway and Colbern Road 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

My Commission Expires:

[SEAL]

Notary for Unity School of Christianity

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came the President and CEO of Unity School of Christianity, a Missouri 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

My Commission Expires:

[SEAL]

Notary for Bernell K. Rice

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared Bernell K. Rice, known to me to be the person whose name is subscribed to within the instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

Notary Public

EXHIBIT E

FORM OF TRANSFEREE AGREEMENT

TRANSFEREE AGREEMENT

(Name of Transferee)

THIS TRANSFEREE AGREEMENT (the “**Transferee Agreement**”) is entered into this ____ day of _____, 20__, by and between the CITY OF LEE’S SUMMIT, MISSOURI (the “**City**”) and _____, a _____ (“**Transferee**”).

RECITALS

A. The property to be purchased by Transferee as legally described in Exhibit A attached hereto (the “**Property**”) is part of the Redevelopment Area under the Chapter 353 Redevelopment Plan for the Blue Parkway and Colbern Road Redevelopment Area (the “**Redevelopment Plan**”) approved by the City pursuant to Ordinance No. _____ adopted by the Lee’s Summit City Council on _____, 2012 (the “**353 Ordinance**”).

B. The Property is subject to that certain Redevelopment Agreement for the Blue Parkway and Colbern Road Redevelopment Area between the City, Unity School of Christianity (“**USC**”), Bernell K. Rice (“**Rice**”) (USC and Rice are collectively referred to herein as the “**Developer**”), and the Lee’s Summit Unity Village Redevelopment Corporation (“**Corporation**”), dated _____, 2012, and recorded in the office of the Recorder of Deeds of Jackson County, Missouri on _____, 2012, at Document No. _____ (the “**Redevelopment Agreement**”).

C. _____, a _____, is the successor in interest to Corporation with respect to the Property.

D. Sections 5.01.C. and 7.01 of the Redevelopment Agreement require as a condition precedent to the transfer of property within the boundaries of the Redevelopment Area (as defined in the Redevelopment Agreement) that the proposed transferee enter into and deliver to the City this Transferee Agreement, obligating the Transferee to comply with the requirements of the Redevelopment Plan and the obligations of the Redevelopment Agreement relating to the Property.

E. The parties desire to enter into this Transferee Agreement in order to satisfy the condition precedent set forth in Sections 5.01.C. and 7.01 of the Redevelopment Agreement.

NOW, THEREFORE, for and in consideration of the promises and the covenants entered herein, City and Transferee agree as follows:

1. Transferee has entered into a purchase contract with Corporation, or an authorized successor and assign, pursuant to which Transferee will acquire the Property.

2. Transferee acknowledges that it has been provided with and/or has reviewed true and accurate copies of the Redevelopment Plan, the 353 Ordinance, the Redevelopment Agreement and all other documents associated with the Redevelopment Plan that may be necessary for Transferee to make an informed decision regarding purchase of the Property with respect to the matters set forth in those documents and this Transferee Agreement.

3. Transferee acknowledges and agrees that its acquisition of the Property and the transfer of the Property to Transferee is subject in all respects to the Redevelopment Agreement, the requirements of the Redevelopment Plan, the 353 Ordinance, and the rights of the City pursuant to the Redevelopment Agreement, and The Urban Redevelopment Corporations Law (as defined in the Redevelopment Agreement).

4. Transferee acknowledges that in the event of the sale, lease, sublease, assignment, or other voluntary or involuntary disposition of any or all of the Property, the obligations of the Redevelopment Agreement shall continue and shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective subsequent transferees as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, tenant, transferee or other possessor thereof were originally a party to and bound by the Redevelopment Agreement. Transferee assumes the duty to notify any purchaser, tenant, transferee or other possessor of the property its rights, duties and obligations under the Redevelopment Agreement.

5. Transferee acknowledges that Transferee's acquisition of the Property requires notice and delivery of a transferee agreement in substantial compliance with the form attached to the Redevelopment Agreement as Exhibit E, so long as the Redevelopment Agreement is in full force and effect. Transferee acknowledges that its purchase and any subsequent sale of the Property will be subject to any and all rights of the City or the Corporation, as are set forth in the Redevelopment Agreement, the Redevelopment Plan, the 353 Ordinance and The Urban Redevelopment Corporations Law with respect to such purchaser or transferee of the Property, whether or not specifically enumerated herein.

6. The parties agree that the intention of this Transferee Agreement is to ensure that Transferee has actual notice of the rights, duties and obligations contained in the Redevelopment Agreement prior to taking ownership of the Property, and nothing contained in this Transferee Agreement shall be deemed to impose any rights, duties or obligations that are not imposed pursuant to the Redevelopment Agreement.

7. This Transferee Agreement shall be governed by the Laws of the State of Missouri.

[Remainder of page intentionally blank.]

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

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

[TRANSFEREE],

By: _____
Name: _____
Title: _____

EXHIBIT F

LEGAL DESCRIPTION OF THE SAINT LUKE'S PROPERTY

A tract of land in the Southwest Quarter of Section 30, Township 48 North, Range 31 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri being bounded and described as follows: Beginning at the Southeast corner of said Southwest Quarter; thence North $87^{\circ}55'25''$ West, along the South line of said Southwest Quarter, 196.78 feet; thence North $02^{\circ}05'12''$ East, 100.90 feet; thence Northwesterly, along a curve to the left, being tangent to the last described course with a radius of 540.00 feet, a central angle of $91^{\circ}40'34''$ and an arc distance of 864.03 feet; thence North $17^{\circ}51'53''$ West, 360.57 feet to a point on the South right-of-way line of Interstate Highway 470, as now established; thence North $72^{\circ}08'07''$ East, along said South right-of-way line, 644.00 feet; thence North $80^{\circ}40'02''$ East, continuing along said South right-of-way line, 202.21 feet; thence North $72^{\circ}08'07''$ East, continuing along said South right-of-way line, 65.52 feet to a point on the East line of said Southwest Quarter; thence South $01^{\circ}36'41''$ West, along said East line, 1,261.75 feet to the Point of Beginning. Containing 591,510 square feet or 13.58 acres, more or less.

BILL NO. __-__

ORDINANCE NO. _____

EXHIBIT 3

TRANSFEEE AGREEMENT

(see attached)

TRANSFEEE AGREEMENT
(Saint Luke's East Hospital)

THIS TRANSFEEE AGREEMENT (the "**Transferee Agreement**") is entered into this _____ day of _____, 2016, by and between the CITY OF LEE'S SUMMIT, MISSOURI (the "**City**") and SAINT LUKE'S EAST HOSPITAL, a Missouri nonprofit corporation ("**Transferee**").

RECITALS

A. The property to be purchased by Transferee as legally described in *Exhibit A* attached hereto (the "**Property**") is part of the Redevelopment Area under the Chapter 353 Redevelopment Plan for the Blue Parkway and Colbern Road Redevelopment Area (the "**Redevelopment Plan**") approved by the City pursuant to Ordinance No. 7164 adopted by the Lee's Summit City Council on March 22, 2012, and amended on May 17, 2012 by Ordinance No. 7186 (collectively, the "**353 Ordinance**").

B. The Property is subject to that certain Redevelopment Agreement for the Blue Parkway and Colbern Road Redevelopment Area between the City, Unity School of Christianity ("**USC**"), Bernell K. Rice ("**Rice**") (USC and Rice are collectively referred to herein as the "**Developer**"), and the Lee's Summit Unity Village Redevelopment Corporation ("**Corporation**"), dated May 1, 2012, and amended on May 17, 2012, and recorded in the office of the Recorder of Deeds of Jackson County, Missouri on _____, 2012, at Document No. _____ and on _____, 20____, at Document No. _____ (collectively, the "**Redevelopment Agreement**").

C. Transferee will be the successor in interest to Unity Realty, LLC, with respect to the Property and the Property will not be transferred to the Corporation.

D. Sections 5.01.C. and 7.01 of the Redevelopment Agreement require as a condition precedent to the transfer of property within the boundaries of the Redevelopment Area (as defined in the Redevelopment Agreement) that the proposed transferee enter into and deliver to the City this Transferee Agreement, obligating the Transferee to comply with the requirements of the Redevelopment Plan and the obligations of the Redevelopment Agreement relating to the Property.

E. The parties desire to enter into this Transferee Agreement in order to satisfy the condition precedent set forth in Sections 5.01.C. and 7.01 of the Redevelopment Agreement.

NOW, THEREFORE, for and in consideration of the promises and the covenants entered herein, City and Transferee agree as follows:

1. Transferee has entered into a purchase contract with Unity Realty, LLC, pursuant to which Transferee will acquire the Property. The Property will not be transferred to the Corporation prior to conveyance to Transferee.

2. Transferee acknowledges that it has been provided with and/or has reviewed true and accurate copies of the Redevelopment Plan, the 353 Ordinance, the Redevelopment Agreement and all other documents associated with the Redevelopment Plan that may be necessary for Transferee to make an informed decision regarding purchase of the Property with respect to the matters set forth in those documents and this Transferee Agreement.

3. Except as otherwise provided herein, Transferee acknowledges and agrees that its acquisition of the Property and the transfer of the Property to Transferee is subject in all respects to the Redevelopment Agreement, the requirements of the Redevelopment Plan, the 353 Ordinance, and the

rights of the City pursuant to the Redevelopment Agreement, and The Urban Redevelopment Corporations Law (as defined in the Redevelopment Agreement). Transferee and any successor in title to Transferee shall not assume any existing project development obligations of the Developer to the extent arising under the Blue Parkway and Colbern Road Community Improvement District (the “**CID**”), the Cooperative Agreement, dated April 30, 2012 and as may be amended from time to time (the “**Cooperative Agreement**”), the Redevelopment Plan or Redevelopment Agreement, including, without limitation, any obligations of the Developer under the CID, the Cooperative Agreement, the Redevelopment Plan or the Redevelopment Agreement to construct any project-related infrastructure or other improvements.

4. Except as otherwise provided herein, Transferee acknowledges that in the event of the sale, lease, sublease, assignment, or other voluntary or involuntary disposition of any or all of the Property, the obligations of the Redevelopment Agreement shall continue and shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective subsequent transferees as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, tenant, transferee or other possessor thereof were originally a party to and bound by the Redevelopment Agreement. Transferee assumes the duty to notify any purchaser, tenant, transferee or other possessor of the property its rights, duties and obligations under the Redevelopment Agreement.

5. Transferee acknowledges that Transferee’s acquisition of the Property requires notice and delivery of a transferee agreement in substantial compliance with the form attached to the Redevelopment Agreement as Exhibit E, so long as the Redevelopment Agreement is in full force and effect. Prior to any subsequent sale or transfer of the Property, Transferee shall provide written notice to the City but, notwithstanding Section J of the Redevelopment Plan or otherwise, neither the City nor the Corporation shall be required to approve or consent to such subsequent sale or transfer of the Property by the Transferee. Except as provided herein, Transferee acknowledges that its purchase and any subsequent sale of the Property will be subject to any and all rights of the City or the Corporation, as are set forth in the Redevelopment Agreement, the Redevelopment Plan, the 353 Ordinance and The Urban Redevelopment Corporations Law with respect to such purchaser or transferee of the Property, whether or not specifically enumerated herein.

6. The parties agree that the intention of this Transferee Agreement is to ensure that Transferee has actual notice of the rights, duties and obligations contained in the Redevelopment Agreement prior to taking ownership of the Property, and nothing contained in this Transferee Agreement shall be deemed to impose any rights, duties or obligations that are not imposed pursuant to the Redevelopment Agreement.

7. This Transferee Agreement shall be governed by the Laws of the State of Missouri.

[Remainder of page intentionally blank.]

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

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

SAINT LUKE'S EAST HOSPITAL

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A tract of land in the Southwest Quarter of Section 30, Township 48 North, Range 31 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri being bounded and described as follows: Beginning at the Southeast corner of said Southwest Quarter; thence North $87^{\circ}55'25''$ West, along the South line of said Southwest Quarter, 196.78 feet; thence North $02^{\circ}05'12''$ East, 100.90 feet; thence Northwesterly, along a curve to the left, being tangent to the last described course with a radius of 540.00 feet, a central angle of $91^{\circ}40'34''$ and an arc distance of 864.03 feet; thence North $17^{\circ}51'53''$ West, 360.57 feet to a point on the South right-of-way line of Interstate Highway 470, as now established; thence North $72^{\circ}08'07''$ East, along said South right-of-way line, 644.00 feet; thence North $80^{\circ}40'02''$ East, continuing along said South right-of-way line, 202.21 feet; thence North $72^{\circ}08'07''$ East, continuing along said South right-of-way line, 65.52 feet to a point on the East line of said Southwest Quarter; thence South $01^{\circ}36'41''$ West, along said East line, 1,261.75 feet to the Point of Beginning. Containing 591,510 square feet or 13.58 acres, more or less.

BILL NO. __-__

ORDINANCE NO. _____

EXHIBIT 4

FIRST AMENDMENT TO COOPERATIVE AGREEMENT

(see attached)

FIRST AMENDMENT TO COOPERATIVE AGREEMENT

THIS FIRST AMENDMENT (the “**First Amendment**”), entered into on the _____ day of _____, 2016, amends the Cooperative Agreement by and between the **CITY OF LEE’S SUMMIT, MISSOURI** (“**City**”) and the **BLUE PARKWAY AND COLBERN ROAD COMMUNITY IMPROVEMENT DISTRICT** (“**District**”), dated April 30, 2012 (the “**Original Agreement**”). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Original Agreement.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements contained herein, the City and the District do hereby agree as follows:

1. Section 3.1 of the Original Agreement, entitled Imposition of the District Sales Tax Resolution, is hereby amended by deleting said Section 3.1 in its entirety and replacing it with the following:

The District will approve the District Sales Tax by resolution; provided, however, for so long as the 13.58 acre property to be purchased by Saint Luke’s East Hospital (“**Saint Luke’s**”), legally described in Exhibit A (the “**Saint Luke’s Property**”) is owned by Saint Luke’s or its affiliate entities of the Saint Luke’s Health System, sales which occur on the Saint Luke’s Property that are exempt from tax under State law and other local laws, apart from the CID Act, shall also be exempt from the District Sales Tax. The Treasurer shall request each year that the District annually appropriate all District Sales Tax Revenues by resolution in accordance with this Agreement. The District Sales Tax shall be collected by the Missouri Department of Revenue, as provided in the CID Act. On behalf of the District, the City shall receive the District Sales Tax Revenue from the Missouri Department of Revenue, which shall be used in accordance with this Agreement.

2. Section 3.2 of the Original Agreement, entitled Imposition of the District Special Assessments, is hereby amended by deleting said Section 3.2 in its entirety and replacing it with the following:

The District will approve the District Special Assessments by resolution. The District Special Assessments shall be collected by the County. On behalf of the District, the City shall receive the District Special Assessment Revenue from the County, which shall be used in accordance with this Agreement. The Saint Luke’s Property will not be transferred to the Blue Parkway and Colbern Road Redevelopment Corporation prior to conveyance to Saint Luke’s, will not be subject to Tax Abatement as provided in the Redevelopment Plan, and will be excluded from the CID Special Assessments, but only to the extent and for so long as the Saint Luke’s Property is (i) owned by Saint Luke’s or its affiliate entities of the Saint Luke’s Health System and (ii) otherwise exempt from the payment of ad valorem real estate taxes under generally applicable law apart from the CID Act.

3. The Original Agreement is hereby amended by adding the Exhibit A attached hereto.

4. Saint Luke’s is intended to be and is hereby declared to be a third party beneficiary of this First Amendment.

5. Except as amended hereby, the Original Agreement remains in full force and effect.

[Remainder of page intentionally blank.]

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

CITY:

CITY OF LEE'S SUMMIT, MISSOURI

ATTEST:

By: _____
City Manager

City Clerk

DISTRICT:

BLUE PARKWAY AND COLBERN ROAD
COMMUNITY IMPROVEMENT DISTRICT

By: _____
Executive Director

Notary for City of Lee's Summit

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the City Manager of the City of Lee's Summit, 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

My Commission Expires:

[SEAL]

Notary for Blue Parkway and Colbern Road Community Improvement District

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came the Executive Director of the Blue Parkway and Colbern Road Community Improvement District, a Missouri community improvement district, 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

My Commission Expires:

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE SAINT LUKE'S PROPERTY

A tract of land in the Southwest Quarter of Section 30, Township 48 North, Range 31 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri being bounded and described as follows: Beginning at the Southeast corner of said Southwest Quarter; thence North $87^{\circ}55'25''$ West, along the South line of said Southwest Quarter, 196.78 feet; thence North $02^{\circ}05'12''$ East, 100.90 feet; thence Northwesterly, along a curve to the left, being tangent to the last described course with a radius of 540.00 feet, a central angle of $91^{\circ}40'34''$ and an arc distance of 864.03 feet; thence North $17^{\circ}51'53''$ West, 360.57 feet to a point on the South right-of-way line of Interstate Highway 470, as now established; thence North $72^{\circ}08'07''$ East, along said South right-of-way line, 644.00 feet; thence North $80^{\circ}40'02''$ East, continuing along said South right-of-way line, 202.21 feet; thence North $72^{\circ}08'07''$ East, continuing along said South right-of-way line, 65.52 feet to a point on the East line of said Southwest Quarter; thence South $01^{\circ}36'41''$ West, along said East line, 1,261.75 feet to the Point of Beginning. Containing 591,510 square feet or 13.58 acres, more or less.