

ASSIGNMENT AGREEMENT

(Brittany Harrington; Farm Office & Dairy Manager House)

This ASSIGNMENT AGREEMENT (“**Assignment Agreement**”) is entered into this ____ day of November, 2023, by and between NLV FARM OFFICE, LLC (“**Assignor**” or “**Developer**”), BRITTANY HARRINGTON (“**Assignee**”), and the CITY OF LEE’S SUMMIT, MISSOURI (the “**City**”).

RECITALS

A. The property to be purchased by Assignee from Assignor as legally described in **Exhibit A** attached hereto (the “**Property**”) is part of the Redevelopment Area of the New Longview Tax Increment Financing Plan (the “**Redevelopment Plan**”) approved by the City pursuant to Ordinance No. 7779 adopted by the City Council on December 15, 2015 (the “**Redevelopment Plan Ordinance**”).

B. The Property is subject to that certain Tax Increment Financing Redevelopment Contract between the City and Developer dated March 28, 2016, as amended by the First Amendment dated June 17, 2019, and as may be further amended by the parties (the “**Contract**”). The Property is also designated as “Redevelopment Project M” pursuant to the Redevelopment Plan.

C. The Property contains the Farm Office and the Dairy Manager’s House, which are designated as Historic Preservation Improvements pursuant to the Redevelopment Plan and the Contract. TIF revenues may be used to reimburse the appropriate party for Reimbursable Project Costs for eligible historic preservation work to such structures in accordance with the requirements of the Contract. The Project Budget of the Contract, as amended in 2019, is attached hereto as **Exhibit B** for ease of reference.

D. Section 7.02 of the Contract provides in relevant part: “Prior to the issuance of a Certificate of Substantial Completion for an Historic Preservation Improvement, the Developer’s rights and obligations hereunder with respect to that Historic Preservation Improvement and the property on which it is located may not be assigned, in whole or in part, to any entity other than the Sunflower Development Group, LLC, without the prior approval of the City Council.” The City Council provided this approval pursuant to the adoption of Ordinance No. ____ which was approved on November 7, 2023.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Contract.

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

1. Assignee has entered into a purchase contract with Developer, pursuant to which Assignee will acquire the Property.

2. Assignee acknowledges that it has been provided with and/or has reviewed true and accurate copies of the Plans, the ordinances that approved the Plans, the Contract and all other documents associated with the Plans that may be necessary for Assignee to make an informed decision regarding purchase of the Property with respect to the matters set forth in those documents and this Assignment Agreement.

3. Assignor hereby assigns and Assignee hereby assumes all of Assignor’s obligations under the Agreement with respect to the Property, and Assignee also acknowledges and agrees that its acquisition of the Property and the transfer of the Property to Assignee is subject in all respects to the Agreement, the requirements of the Plans, and the rights of the City pursuant to the Contract and the TIF Act.

4. Assignee acknowledges and agrees that the Property is included in the Redevelopment Area created by the City pursuant to the Redevelopment Plan and is designated as “Redevelopment Project M” and that certain taxes generated by Assignee’s economic activities, including sales taxes, will be applied toward Reimbursable Project Costs after the Redevelopment Project is activated by the City. Assignee shall forward to the City copies of Assignee’s State of Missouri sales tax returns for the Property located in the Redevelopment Area when and as they are filed with the Missouri Department of Revenue, and, upon request, shall provide such other reports and returns regarding other local taxes generated by Assignee’s economic activities in the Redevelopment Area and/or as the City shall require, all in the format prescribed by the City. Assignee will set forth the obligation contained in this subparagraph in any further lease or sale contract affecting the Property.

5. Assignee acknowledges that the Property will be subject to assessment for annual Payments in Lieu of Taxes (“PILOTs”) when Redevelopment Project M is activated by the City. PILOTs are due on November 30 of each year and are considered delinquent if not paid by December 31 of each year. The obligation to make said PILOTs shall be a covenant running with the land and shall create a lien in favor of the City on the Property and shall be enforceable against Assignee and its successors and assigns in ownership of the Property.

6. Assignee acknowledges that in the event of the sale, lease, sublease, assignment, or other voluntary or involuntary disposition of any or all of the Property, PILOTs with respect to the Property shall continue and shall constitute a lien against the Property from which they are derived, and such obligations shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties 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 Agreement. Assignee assumes the duty to notify any purchaser, tenant, transferee or other possessor of the property its rights, duties and obligations under the Agreement.

7. Assignee acknowledges that, for any subsequent conveyance, the City must be notified in writing of the proposed sale of the Property prior to the proposed effective date of the sale, which notification shall include a copy of the instrument affecting such sale. Assignee acknowledges that its purchase and any subsequent sale of the Property will be subject to any and all rights of the City or Developer, as are set forth in the Contract, the Plans and the TIF Act with respect to such purchaser or transferee of the Property, whether or not specifically enumerated herein.

8. The Plans and the Contract shall inure to and be binding upon the successors and assigns of Developer, as to the Property, including Assignee, as if they were in every case specifically named and shall be construed as a covenant running with the land and shall be enforceable against purchasers or other transferees as if such purchaser or transferee were originally a party to and bound by this Assignment Agreement.

9. Assignee and the City acknowledge that, upon the full execution of this Assignment Agreement, Developer is hereby released from all its obligations under the Contract relating to the Property.

10. This Assignment Agreement shall be governed by the laws of the State of Missouri.

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

NLV FARM OFFICE, LLC

By: _____

Name: _____

Title: _____

BRITTANY HARRINGTON

By: _____

Name: _____

Title: _____

CITY OF LEE'S SUMMIT, MISSOURI

Mark Dunning, City Manager

ATTEST:

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

David Bushek, Chief Counsel of
Economic Development & Planning

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 2 of "Minor Plat of Kessler Ridge at New Longview Historic, Lots 1-2," a subdivision in Lee's Summit, Jackson County, Missouri, recorded with the Jackson County Recorder as Instrument No. 2017E0001964 at Book I167, page 57.

EXHIBIT B

COPY OF TIF CONTRACT BUDGET

[Attached]

Note: The Budget is attached to this Assignment for ease of reference and may be amended by the parties to the Contract as provided therein.

EXHIBIT D

PROJECT BUDGET

Phase 1 Historic Preservation Improvements	Total Project Costs	Private Funding	Historic Tax Credits	TIF
Show Horse Arena	-	-	-	
Portion of Mansion Rehabilitation	\$1,100,000	-	-	\$1,100,000
Longview Lake & Pergola Rehabilitation	\$1,365,000	-	-	\$1,365,000
Barn Stabilization	\$650,000	-	-	\$650,000
Professional Services	\$300,000	-	-	\$300,000
Farm Office and Dairy Manager House Rehab	\$150,000	-	-	\$150,000
North Arch	\$75,290			\$75,290
Contingency	\$9,710	-	-	\$9,710
Phase 1 TIF Subtotal	\$3,650,000			\$3,650,000
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Phase 2 Private-Only Improvements	\$55,012,500	\$55,012,500	-	-
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Phase 2 Historic Preservation Improvements				
Longview Lake & Pergola Rehabilitation	\$400,000	-	-	\$400,000
Mansion Renovation & Temporary Structure Rehab	\$2,347,700	\$473,571	\$474,129	\$1,400,000
Longview Lake & Pergola Rehabilitation	\$750,000			\$750,000
Farm Office and Dairy Manager House	\$1,743,000	\$543,000	-	\$1,200,000
Barns Redevelopment	\$17,805,285	\$3,361,041	\$4,794,244	\$9,650,000
Mansion Permanent Structure	\$1,704,550	\$204,550	-	\$1,500,000
Interfund Loan Repayment, Restructuring Costs & Contingency	\$2,039,463	-	-	\$2,039,463
Phase 2 TIF Subtotal	\$26,789,998	\$4,582,162	\$5,268,373	\$16,939,463
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Grand Total	\$85,452,498	\$59,594,662	\$5,268,373	\$20,589,463

The line items for the Longview Lake & Pergola Rehabilitation are for reimbursement of the same combined work project, and are shown as separate line items within the Phase 2 Historic Preservation Improvements to indicate a priority of reimbursement among all Phase 2 line items.