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**REDEVELOPMENT AGREEMENT**

**among the**

**CITY OF LEE'S SUMMIT, MISSOURI,**

**the**

**JOHN KNOX VILLAGE REDEVELOPMENT CORPORATION,**

**and**

**JOHN KNOX VILLAGE,**

**dated as of**

**August 6, 2015**

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# **REDEVELOPMENT AGREEMENT**

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## REDEVELOPMENT AGREEMENT

**THIS REDEVELOPMENT AGREEMENT** (“**Agreement**”), entered into as of this 23rd day of July, 2015, by and among the **CITY OF LEE’S SUMMIT, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “**City**”), the **JOHN KNOX VILLAGE REDEVELOPMENT CORPORATION**, a Missouri urban redevelopment corporation (the “**Redevelopment Corporation**”), and **JOHN KNOX VILLAGE**, a Missouri nonprofit corporation (the “**Developer**”) (the City, the Redevelopment Corporation, and the Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

### WITNESSETH:

**WHEREAS**, following a duly-noticed public hearing, the City Council, on August 6, 2015, adopted Ordinance No. 7678 approving the John Knox Village Chapter 353 Development Plan and directing the City to enter into this Agreement; and

**WHEREAS**, on July 18, 2015, the Redevelopment Corporation Board of Directors authorized and directed the Redevelopment Corporation to enter into this Agreement; and

**WHEREAS**, the Redevelopment Corporation has represented that it has the necessary expertise, skill and ability to carry out the commitments contained in the Redevelopment Plan (as defined below) and this Agreement; and

**WHEREAS**, Developer, or its subsidiaries or affiliated entities, is the current owner of the real estate which is located within the boundaries of the Redevelopment Area (as defined below); and

**WHEREAS**, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan (as defined below) and this Agreement.

**NOW, THEREFORE**, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

## ARTICLE 1

### DEFINITIONS, RECITALS AND EXHIBITS

**Section 1.1. Recitals and Exhibits.** The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

**Section 1.2. Definitions.** Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“**Action**” shall have the meaning set forth in **Section 6.4**.

“**Annual Statement of Reimbursement**” means the form attached as **Exhibit F**.

**“Applicable Laws and Requirements”** means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, policy, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any Governmental Authorities.

**“City Council”** means the City Council of the City.

**“City Indemnified Parties”** shall have the meaning set forth in **Section 6.2**.

**“City Manager”** means the City Manager of the City.

**“County Assessor”** means the County Assessor of Jackson County, Missouri.

**“Event of Default”** means any event specified in **Section 7.1** of this Agreement.

**“Excusable Delays”** means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than the Parties not caused by the Parties’ failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable party using reasonable diligence to overcome which prevents such party from performing its specific duties or obligation hereunder in a timely manner.

**“Governmental Authorities”** or **“Governmental Authority”** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence, including the City.

**“Mayor”** means the Mayor of the City.

**“PILOT Payment”** means payments in lieu of taxes as allowed by Section 353.110.4, RSMo, and as provided in this Agreement.

**“Pryor Road West Property”** shall have the meaning set forth in **Section 3.1** of this Agreement.

**“Redevelopment Area”** means all of the real property located within and comprising the redevelopment area as legally described in **Exhibit A** and depicted in **Exhibit B**, upon which the Redevelopment Project will be constructed pursuant to this Agreement.

**“Redevelopment Corporation Board of Directors”** means the governing body of the Redevelopment Corporation.

**“Redevelopment Plan”** means the John Knox Village Chapter 353 Development Plan approved on August 6, 2015 by Ordinance No. 7678.

**“Redevelopment Project”** means each of the separate projects as itemized and set forth in **Exhibit C**, to be constructed by or at the direction of the Developer, a Related Entity or the Redevelopment Corporation, or their authorized successors and assigns in the Redevelopment Area, pursuant to the Redevelopment Plan. Each project may consist of improvements to one or more tax

parcels and one or more structures as described in **Exhibit C**, and the grouping of such improvements into annual projects may be modified in accordance with the terms of this Agreement.

**“Redevelopment Project Budget and Schedule”** means the budget and schedule for the Redevelopment Projects set forth in **Exhibit C**.

**“Redevelopment Costs”** means the total of all costs to construct each project as set forth in **Exhibit C**.

**“Reimbursable Costs”** means the costs associated with each Redevelopment Project for (a) site preparation and environmental abatement, (b) demolition, (c) soil remediation and consultant costs associated with such work and (d) relocation costs, as set forth in **Exhibit C**.

**“Related Entity”** means any entity in which the ownership or membership of such entity is controlled by Developer or the members, officers or directors of Developer, including the power to direct or cause the direction of the actions, management or policies of such entity.

**“RSMo”** means the Revised Statutes of Missouri, as amended.

**“Sale”** shall have the meaning set forth in **Section 5.1** of this Agreement.

**“Transferee Agreement”** shall have the meaning set forth in **Article 5** and as set forth in **Exhibit D**.

**“Urban Redevelopment Corporations Law”** means Chapter 353, RSMo.

## ARTICLE 2

### REPRESENTATIONS

**Section 2.1. Representations by the Redevelopment Corporation.** The Redevelopment Corporation represents that:

A. The Redevelopment Corporation is an urban redevelopment corporation, duly organized and existing under the laws of the State of Missouri, including particularly the Urban Redevelopment Corporations Law.

B. The Redevelopment Corporation has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of the Redevelopment Corporation Board of Directors, the Redevelopment Corporation has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The Redevelopment Projects in the Redevelopment Area are authorized in the Redevelopment Plan.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the Redevelopment Corporation will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the Redevelopment Corporation is a party

or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the Redevelopment Corporation or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Redevelopment Corporation under the terms of any instrument or agreements to which the Redevelopment Corporation is a party.

E. The Redevelopment Corporation acknowledges that the Redevelopment Projects are of significant value to the Redevelopment Corporation, the property within the Redevelopment Area and the general public. The Redevelopment Corporation finds and determines that the Redevelopment Projects will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the Redevelopment Project; and (iii) increasing local and state tax revenues. Further, the Redevelopment Corporation finds that the Redevelopment Projects conform to the purposes of the Urban Redevelopment Corporations Law.

F. There is no litigation or proceeding pending or threatened against the Redevelopment Corporation affecting the right of the Redevelopment Corporation to execute or deliver this Agreement or the ability of the Redevelopment Corporation to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

**Section 2.2. Representations by the City.** The City represents that:

A. The City is duly organized and existing under the laws of the State of Missouri as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor is duly authorized to execute and deliver this Agreement.

C. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

D. The City acknowledges that the Redevelopment Projects are of significant value to the general public.

**Section 2.3. Representations by the Developer.** The Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, any member of the Developer, or the Redevelopment Projects

which litigation, proceedings or investigations would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer is in compliance with Section 285.530, RSMo., at the time of execution of this Agreement and has provided a sworn affidavit and documentation affirming participation in a qualified work authorization program as evidence thereof.

E. The Developer or a Related Entity owns all of the property in the Redevelopment Area and the Developer has the ability to enforce, impose and cause compliance with all rights, duties and obligations under this Agreement upon all property owners in the Redevelopment Area.

### ARTICLE 3

#### REDEVELOPMENT PROJECTS

##### Section 3.1. Redevelopment Projects.

A. Initiation of Tax Abatement. Subject to the terms and conditions of this Agreement, Developer shall provide for the transfer of applicable land parcels within the Redevelopment Area to the Redevelopment Corporation to effectuate the tax abatement as allowed by the Redevelopment Plan and this Agreement. The land to be conveyed to the Redevelopment Corporation shall be those parcels which are described in **Exhibit C**. The order and sequence in which land parcels are transferred to the Redevelopment Corporation may be modified in accordance with paragraphs B and C of this Section. Redevelopment Corporation shall re-convey said parcels back to Developer, to a Related Entity or to a transferee as allowed pursuant to **Article 5**.

B. Construction of Redevelopment Projects. Developer, or Related Entities, and its successors and assigns, will develop, construct and operate the Redevelopment Projects in accordance with the Redevelopment Plan and all Applicable Laws and Requirements. Developer, or its successors and assigns, will develop and construct the Redevelopment Projects generally in accordance with the Redevelopment Project Budget and Schedule. The date on which such transfers occur shall be at the direction of Developer, and shall be coordinated with the completion of the Redevelopment Projects in order to effectuate the tax abatement authorized by the Redevelopment Plan. The Parties agree that the timing of each Redevelopment Project set forth in **Exhibit C** is an estimated date, and Developer shall not be in default for failure to commence each Redevelopment Project when specified in **Exhibit C**. The Parties also agree that the demolition of improvements associated with any Redevelopment Project(s) on **Exhibit C** may be delayed at the discretion of the Redeveloper for purposes that include avoiding the displacement of JKV residents and that the timing of demolition shall not affect the availability of scheduled value of tax abatement in Exhibit C for any Redevelopment Project, which shall be equal to the Reimbursable Costs listed in **Exhibit C**.

C. Adjustment of Redevelopment Schedule. The Redevelopment Corporation may request modifications to the schedule set forth in **Exhibit C** to allow for a different order and sequence in which improvements are constructed for the Redevelopment Projects, to allow for changes in (a) market conditions, (b) unforeseen environmental or construction issues beyond the control of the Developer, and (c) opportunities in the future that improve the Redevelopment Plan. The City shall reasonably consider such changes requested by the Developer in accordance with **Section 8.7**. The approval of changes to the order and sequence in which improvements are constructed shall not affect the amount of abatement that is provided for Reimbursable Costs as set forth in **Exhibit C**.



D. Demolition Requirements. All demolition that is scheduled to occur with respect to each Redevelopment Project as set forth in **Exhibit C** (listed under “**Units Replaced By New Projects**”) shall occur within three (3) years after the approval of a Certificate of Substantial Completion for a Redevelopment Project. Each Annual Statement of Reimbursement as required by **Section 4.3** shall be accompanied by the Schedule of Completed Demolition in the form set forth in **Exhibit F** which shall report to the City those structures which have actually been demolished by Developer. In the event that Developer anticipates that all demolition associated with a Redevelopment Project cannot be completed within such three-year period, the Developer may request in writing to the City that costs actually incurred for completed demolition be credited to a different Redevelopment Project than as set forth in **Exhibit C**. The City shall review and reasonably approve such written request provided that the Reimbursable Costs that are shifted to a Redevelopment Project equal or exceed the Reimbursable Costs that have not yet been incurred for such Redevelopment Project due to delays in demolition during such three-year period. Upon such approval by the City, the adjusted Reimbursable Costs amounts shall be incorporated into the next Annual Statement of Reimbursement that is submitted by Developer to the City. Developer and the Redevelopment Corporation shall be responsible for documenting and tracking all adjustments as allowed by this paragraph and approved by the City, and shall be responsible for providing accurate and complete Annual Statements of Reimbursement to the City.

E. Pryor Road West Property. The parties acknowledge that land parcels located west of Pryor Road that are included within the Redevelopment Area (the “**Pryor Road West Property**”) are not listed in **Exhibit C** and no redevelopment of such land parcels is required by the Redevelopment Plan, but that such area is included within the Redevelopment Area and the Redevelopment Plan to allow for tax abatement of such property as provided in the Redevelopment Plan and this Agreement in order to provide for the reimbursement of Reimbursable Costs associated with land parcels located east of Pryor Road as set forth in **Exhibit C**. Developer may request that tax abatement for the duration set forth in **Section 4.1** be provided for the redevelopment of all or any portion of the Pryor Road West Property upon the completion of redevelopment of such land parcels. The City shall reasonably consider the addition of tax abatement of such land parcels in accordance with **Section 8.7**. If tax abatement is allowed for any of the Pryor Road West Property, such abatement shall be included in the calculation of the total value of abatement reported on the Annual Statement of Abatement pursuant to **Section 4.3**, but no Reimbursable Costs shall accrue for the redevelopment of any of the Pryor Road West Property; provided however, that such limitation shall not prevent Developer or a third party developer from seeking as to a project in the Pryor Road West Property any other incentive that may be approvable by the City Council, the City staff or other public authority of the City.

F. Maximum Reimbursement by Parcel. The maximum amount of Reimbursable Costs that shall be provided for each land parcel set forth in **Exhibit C** shall not be increased above the amount listed for each parcel in **Exhibit C**, regardless of whether the order and sequence of the Redevelopment Projects is revised as allowed in this Section and regardless of whether the actual Reimbursable Costs incurred by Developer or its Related Entities exceed the amounts set forth in **Exhibit C** for each land parcel. Upon receipt of a Certificate of Substantial Completion for a Redevelopment Project(s) Redeveloper shall be entitled to the value of tax abatement equal to the Reimbursable Costs as shown on the schedule for the concerned Redevelopment Project in **Exhibit C**.

G. Maximum Reimbursement for All Redevelopment Projects. The maximum amount of Reimbursable Costs for all improvements and all Redevelopment Projects shall not exceed \$16,504,810. This maximum amount shall apply regardless of whether the Redevelopment Projects are modified or reconfigured as allowed by paragraph C of this Section and regardless of whether the City approves tax abatement for any Pryor Road West Property as allowed by paragraph D of this Section. No interest shall accrue for any unreimbursed Reimbursable Costs in any calendar year, and only the amounts set forth in

**Exhibit C** shall be included in the calculation of Reimbursable Costs in each Annual Statement of Abatement pursuant to **Section 4.3**.

**Section 3.2. Removal of Blight.** Developer, or its successors and assigns, shall clear blight or rehabilitate to eliminate the physical blight existing in the Redevelopment Area, or make adequate provisions satisfactory to the City and the Redevelopment Corporation for the clearance of such blight. This obligation shall be a covenant running with the land and shall not be affected by any Sale or disposition of the Redevelopment Area. Any purchaser of property in the Redevelopment Area from the Redevelopment Corporation or any of the Redevelopment Corporation's successors in title shall acquire title subject to this obligation insofar as it pertains to the land so acquired.

**Section 3.3. Redevelopment Area Maintenance.** So long as this Agreement is in effect, Developer, or its successor(s) in interest, as owner or owners of the affected portion(s) of the Redevelopment Area, shall during the remainder of the term of this Agreement (but subject to Excusable Delay), maintain or cause to be maintained the buildings and improvements within the Redevelopment Area which it owns in conformity with Applicable Laws and Requirements.

**Section 3.4. Changes to Developer.** Developer shall promptly notify the City in writing of any changes in the location of the principal place of business of Developer and of any other material adverse change in fact or circumstance directly affecting the Redevelopment Project.

**Section 3.5. Use Limitation.** Developer and the Redevelopment Corporation covenant that the uses in the Redevelopment Area shall at all times be in accordance with the Redevelopment Plan and Applicable Laws and Requirements, including the zoning and subdivision approvals granted by the City, and all conditions thereof, for the Redevelopment Area.

## **ARTICLE 4**

### **TAX ABATEMENT AND PAYMENTS IN LIEU OF TAXES**

#### **Section 4.1. Tax Abatement.**

A. **First Ten (10) Years.** Subject to the terms and conditions of Section 4.3, each parcel of real property in the Redevelopment Area which is transferred to the Redevelopment Corporation within ten (10) years after the date that the Redevelopment Plan was approved by ordinance shall not be subject to assessment or payment of general ad valorem real estate taxes imposed by the City, the State, or any political subdivision or taxing district thereof, for a period of ten (10) years after the year in which the Redevelopment Corporation first becomes the record owner of such parcel, except to such extent and in such amount as may be imposed upon such real property during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvements, as was determined by the County Assessor at the time of transfer to the Redevelopment Corporation. The amounts of such tax assessments shall not be increased during said ten (10) year period so long as the real property is owned by the Redevelopment Corporation, the Developer, an affiliate of the Developer or an authorized successor and assign and used, operated and maintained in accordance with the Redevelopment Plan and this Agreement. Real property taxes imposed on the basis of the assessed value of the land, exclusive of improvements, as was determined by the County Assessor for taxes during the calendar year preceding the calendar year in which the Redevelopment Corporation acquired title to any parcel within the Redevelopment Area shall be paid to the taxing districts in accordance with the Urban Redevelopment Corporations Law.

B. Next (5) Years. Subject to the terms and conditions of Section 4.3, for the next ensuing period of five (5) years, ad valorem taxes upon each parcel within the Redevelopment Area for which tax abatement has been initiated pursuant to the Redevelopment Plan and this Agreement shall be measured by the assessed valuation thereof as determined by the County Assessor upon the basis of fifty percent (50%) of the true value of such real property, including any improvements thereon, so long as such tract is owned by the Redevelopment Corporation or an authorized successor and assign and used, operated and maintained in accordance with the Redevelopment Plan and this Agreement.

C. Limitation on Commencement and Duration of Tax Abatement. No tax abatement shall be initiated by transfer to the Redevelopment Corporation of any parcel within the Redevelopment Area after the calendar year which is ten (10) years after the calendar year during which the Redevelopment Plan was approved by ordinance. The tax abatement for any single parcel which is transferred to the Redevelopment Corporation shall not extend beyond fifteen (15) years as provided in paragraphs A and B of this Section.

D. Subdivision of the Redevelopment Area. For purpose of implementing tax abatement on the Redevelopment Projects, Redevelopment Corporation and the City shall cooperate on re-plat of the tax parcels within the Redevelopment Area as reasonably prudent and necessary to obtain the agreed level of tax abatement for each of the Redevelopment Projects created pursuant to this Agreement. Accordingly, the City agrees to take cooperative actions on behalf of the Developer and the Redevelopment Corporation to (a) conduct re-plat of the concerned Redevelopment Project on a timely basis for implementation of tax abatement by the County Assessor, including administrative approval of re-plats when allowed by the City's Unified Development Ordinance, (b) include all or any portion of the existing affected tax parcel shown in Exhibit C in the re-plat of the concerned Redevelopment Project, (c) work with the Developer and the County Assessor to make possible a valuation of the new tax parcels and re-assessment of the existing tax parcels by the County Assessor on a fair and equitable basis on behalf of the Developer, and (d) if requested, provide input to the County Assessor on the valuation of the remaining real property within an existing tax parcel which value has been changed as the result of a subdivision of a Redevelopment Project.

#### **Section 4.2. Annual PILOT Payments.**

A. Annual Amount. During each year in which tax abatement is in effect for any parcel of real property within the Redevelopment Area pursuant to the Redevelopment Plan and this Agreement and the actual real property taxes billed for all real property in the Redevelopment Area do not equal or exceed \$536,091, then Developer shall make a PILOT Payment in an amount such that the actual real property taxes billed for all property within the Redevelopment Area plus the PILOT Payment for such year equals \$536,091. The Parties agree that the size of the annual PILOT Payment is based on the real property taxes actually billed for all real property in the Redevelopment Area during calendar year 2014, which was \$536,091. In the event that the actual real property taxes billed to all property within the Redevelopment Area for a calendar year exceed \$536,091 during the effective term of this Agreement and while any tax abatement is in effect for any parcel within the Redevelopment Area, then no PILOT Payment shall be due for such calendar year.

B. PILOT Payment. Each PILOT Payment shall be made in accordance with Section 353.110.4 of the Revised Statutes of Missouri, as such statute may be amended during the term of the Redevelopment Plan and this Agreement. The initiation of tax abatement within the Redevelopment Area or the reconfiguration of tax parcels in the course of redevelopment shall not affect the amount or timing of the PILOT Payment. All PILOT Payments shall be due and payable on or before December 31 of each year, notwithstanding any protest or appeal to the Board of Equalization or Missouri Tax Commission of real property taxes for any parcel within the Redevelopment Area that may be pending on such date.

Failure of Developer to make a PILOT Payment when due under this Agreement shall be a default pursuant to Article 7.

C. Additional PILOT Payment During Final Year. In addition to the annual PILOT payments as required by paragraph A and payable on an annual basis pursuant to paragraph B of this Section, an additional PILOT Payment shall be made during the final year of tax abatement for all property within the Redevelopment Area as set forth in **Section 4.4**.

#### **Section 4.3. Annual Statement of Reimbursement.**

A. Promptly after substantial completion of a Redevelopment Project, the Developer shall submit a Certificate of Substantial Completion to the City for the Redevelopment Project that has been substantially completed. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit E**. The City shall carry out such inspections necessary to verify the accuracy of the statements and certifications contained in the Certificate of Substantial Completion. Upon acceptance of the Certificate of Substantial Completion for a Redevelopment Project, Developer shall be entitled to reimbursement in the amount of the Reimbursable Costs associated with such Redevelopment Project as set forth in **Exhibit C** and as in accordance with this Agreement, and such reimbursement shall be provided in the form of the value of tax abatement provided to all parcels in the Redevelopment Area for which tax abatement has been initiated pursuant to the Redevelopment Plan and this Agreement. Tax abatement provided for any parcel within the Redevelopment Area shall serve as reimbursement of any and all Reimbursable Costs which are incurred within the Redevelopment Area and which are certified pursuant to this Agreement.

B. On or before January 31<sup>st</sup> of each year, Developer will submit to the City an Annual Statement of Reimbursement in substantial compliance with the form attached as **Exhibit F**. Such statement shall be for amounts through the end of the immediately preceding calendar year. As set forth in **Exhibit F**, the statement shall contain (a) the total amount of Reimbursable Costs that have been achieved for completed and certified Redevelopment Projects (**Exhibit F**) for prior years and the calendar year of such Annual Statement of Reimbursement, (b) the total value of the all abatement achieved for prior years and the calendar year of such Annual Statement of Reimbursement, (c) the total amount of abatement that remains to be provided pursuant to this Agreement to achieve full reimbursement for all certified Reimbursable Costs as of the calendar year of the Annual Statement of Reimbursement, and (d) a Schedule of Completed Demolition which shows those structures for which demolition has actually been completed by the end of the applicable year.

C. Upon receipt of an Annual Statement of Reimbursement ("**Exhibit F**") from the Developer, the City may request additional information concerning the listed amount of Reimbursable Costs in **Exhibit F** and the accuracy of the calculations of the Developer as to the value of abatement. If the City determines that the Annual Statement of Reimbursement is accurate and complete, the City shall approve the Annual Statement of Reimbursement in writing and transmit the same back to Developer. If the City determines that any portion of the statement should not be approved, the City shall notify Developer of any disagreements with such statement and thereafter the Parties shall coordinate to resolve any disagreements with such statement until all issues are resolved. The City's initial response or approval as set forth in this paragraph shall occur within 30 days after receipt of each Annual Statement of Reimbursement. If the City requests such additional information, such request shall extend the time period as reasonably necessary to achieve final approval of the statement.

#### **Section 4.4. Termination of Abatement and Final PILOT Payment.**

A. All real property in the Redevelopment Area shall become subject to assessment and payment of all ad valorem taxes, based upon the full true value of such real property, during the calendar year when the amount of all tax abatement provided pursuant to the Redevelopment Plan and this Agreement exceeds all Reimbursable Costs for all certified Redevelopment Projects that have been completed by Developer. On or before December 31<sup>st</sup> of the year during which tax abatement shall expire pursuant to this paragraph, Developer shall make an additional PILOT Payment in an amount such that the value of all tax abatement provided throughout the Redevelopment Area equals and does not exceed the total amount of Reimbursable Costs which have been certified pursuant to this Agreement. Developer, the Redevelopment Corporation and the City shall coordinate to effectuate the termination of tax abatement and shall provide such notices to the County as are necessary to terminate all abatement as provided in this Section.

B. The tax abatement provided for any single parcel in the Redevelopment Area shall not exceed fifteen (15) years as provided in **Section 4.1**. The Redevelopment Corporation shall provide notice to the County to ensure that the termination of tax abatement for all applicable parcels occurs in accordance with this requirement.

**Section 4.5. Abatement Contingent upon Compliance with Redevelopment Plan.** The tax relief provided in this Agreement shall be contingent upon compliance with the Redevelopment Plan and this Agreement by the Developer and the Redevelopment Corporation, and shall apply to real property taxes only and shall not be deemed or construed to exempt the Redevelopment Corporation, Developer, Related Entities or their successors in interest, in whole or in part, from personal property taxes or special assessments, the City's excise tax imposed upon building contractors, fees, charges or other taxes which may be imposed by the City or another governmental unit.

### **ARTICLE 5**

#### **TRANSFER OF THE REDEVELOPMENT AREA**

**Section 5.1. Sale to Third Party.** If (a) Developer proposes to sell, assign, transfer, convey and/or otherwise dispose (hereinafter collectively referred to as a "Sale") any real property within the Redevelopment Area to any party other than a Related Entity or the Redevelopment Corporation, or (b) Developer or the Redevelopment Corporation proposes to sell, assign, transfer, convey and/or otherwise dispose any real property within the Redevelopment Area to any party other than Developer or a Related Entity, then Developer or the Redevelopment Corporation, as applicable, shall first arrange for a fully executed Transferee Agreement from the transferee in accordance with **Section 5.2**. In the event of such a Sale, all rights and obligations of Redevelopment Corporation hereunder with respect to the subject property, including those concerning tax abatement, shall transfer to the transferee.

**Section 5.2. Transferee Agreement.** In the event of each transfer of property in the Redevelopment Area pursuant to **Section 5.1** which requires the execution of a Transferee Agreement, Developer or its authorized successors and assigns shall require the proposed transferee to execute a Transferee Agreement with the City in substantial compliance with the form attached as **Exhibit D**. No Sale shall occur without the prior execution of a Transferee Agreement with the City. The parties agree that the intention of each Transferee Agreement is to protect the Redevelopment Corporation and the City by ensuring that all transferees in the Redevelopment Area receive actual notice of the rights, duties and obligations contained in this Agreement prior to taking ownership, and nothing contained in a Transferee

Agreement that is in accordance with **Exhibit D** shall be deemed to impose any rights, duties or obligations that are not imposed pursuant to this Agreement. A Transferee Agreement in substantial compliance with the form attached as **Exhibit D** may be executed by the City Manager without further action or approvals by the City Council. Any proposed substantial changes to a proposed Transferee Agreement shall require approval of the City Council before such Transferee Agreement may be executed by the City Manager.

## **ARTICLE 6**

### **RELEASE AND INDEMNIFICATION**

**Section 6.1. Survival of Termination.** The indemnification and covenants contained in this Article shall survive expiration or earlier termination of this Agreement.

**Section 6.2. Developer Indemnity.** The Developer hereby agrees that, anything to the contrary herein notwithstanding, it will defend, indemnify and hold harmless the City, its governing body members, employees and agents (collectively, the “**City Indemnified Parties**”) against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including attorneys’ fees and court costs) to the extent resulting from, arising out of, or in any way connected with (i) the Developer’s or the Redevelopment Corporation’s failure to comply with any provision of this Agreement, (ii) the negligence or intentional misconduct of the Developer, any Related Entity or the Redevelopment Corporation, or their respective officers, employees and agents in connection with this Agreement and the Redevelopment Projects (iii) the presence of hazardous wastes, hazardous materials or other environmental contaminants on any property within the Redevelopment Area, or (iv) otherwise arising out of the construction of the Redevelopment Projects, or the administration of this Agreement. If the validity or construction of the Urban Redevelopment Corporations Law and/or any other ordinance of the City adopted in connection with this Agreement or the Redevelopment Plan, or affecting the Redevelopment Area are contested in court, the Developer shall defend, hold harmless and indemnify the City from and against all claims, demands and/or liabilities of any kind whatsoever including, without limitation, any claim for attorney fees and court costs, and the Developer shall pay any monetary judgment and all court costs rendered against the City, if any.

**Section 6.3. Redevelopment Corporation Indemnity.** The Redevelopment Corporation hereby agrees, to the extent permitted by law, that it will defend, indemnify and hold harmless the City Indemnified Parties and the Developer, its officers, employees and agents against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including attorneys’ fees and court costs) to the extent resulting from, arising out of, or in any way connected with (i) the Redevelopment Corporation’s failure to comply with any provision of this Agreement, or (ii) the negligence or intentional misconduct of the Redevelopment Corporation or its officers, employees and agents.

**Section 6.4. Notification.** If any suit, action, investigation, claim or proceeding (collectively, an “**Action**”) is threatened, initiated or made as a result of which the Developer or the Redevelopment Corporation may become obligated to one or more of the City Indemnified Parties hereunder, any one of the applicable City Indemnified Parties shall give prompt notice to the Developer and the Redevelopment Corporation of the occurrence of such event. After receipt of such notice, the Developer or the Redevelopment Corporation, as applicable, at their cost, shall defend, contest and otherwise protect the City Indemnified Parties against the Action utilizing counsel of the Developer’s choice. The City Indemnified Parties shall cooperate in good faith with the Developer and its counsel in the defense of an

Action. The Developer shall provide to the City regular periodic reports on the status of such Action. If the indemnifying party fails to timely defend, contest or otherwise protect any of the City Indemnified Parties against such Action, the City Indemnified Parties shall have the right to do so and to hire the counsel of their choice, and, if such defense is undertaken by the City Indemnified Parties after notice to the Developer and the Redevelopment Corporation asserting the failure of the Developer or the Redevelopment Corporation, as applicable, to timely defend, contest or otherwise protect against such Action, the cost of such defense shall be at the expense of the Developer or the Redevelopment Corporation, as applicable.

**Section 6.5. Settlements.** All proposed settlements to any Action shall be subject to the mutual approval of the Developer or the Redevelopment Corporation, as applicable, and the applicable City Indemnified Parties. Neither the Developer or the Redevelopment Corporation, as applicable, nor the City Indemnified Parties, will unreasonably withhold their consent to a proposed settlement.

**Section 6.6. Invalidity of Proceedings.** Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer, a Related Entity or the Redevelopment Corporation for damages or otherwise if all or any part of the Urban Redevelopment Corporations Law, the ordinance(s) approving the Redevelopment Plan, and/or any other ordinance of the City adopted in connection with this Agreement or the Redevelopment Projects is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction. If, as a result of a final judgment, the revenue mechanisms and/or the reimbursements to the Developer contemplated by this Agreement cannot be implemented, the City and the Redevelopment Corporation agree, subject to any necessary future legislative approvals by the City Council or Redevelopment Corporation Board of Directors, as applicable, to make good faith efforts to take all actions necessary remedy any deficiencies and effectuate the intent of this Agreement.

## **ARTICLE 7**

### **DEFAULTS AND REMEDIES**

**Section 7.1. Default and Remedies.** An “Event of Default” shall occur upon the failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for fifteen (15) days after the other Party has given written notice to such Party specifying such failure.

If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement.

**Section 7.2. Rights and Remedies Cumulative.** The rights and remedies maintained by any Party under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Any Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and any Party hereby waives the right to raise such defense in any proceeding in equity.

**Section 7.3. Waiver of Breach.** No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

**Section 7.4. Excusable Delays.** No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such Excusable Delay.

**Section 7.5. Full Assessment.** Upon termination of this Agreement pursuant to this Article for the Redevelopment Area as a whole, or for any portion of the Redevelopment Area, a declaration of abandonment shall be filed with the Recorder of Deeds of Jackson County, Missouri, and the subject real property shall from that date be subject to assessment and payment of all ad valorem taxes based on the true full value of such real property.

## **ARTICLE 8**

### **MISCELLANEOUS**

**Section 8.1. Effective Date and Term.** This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as the Redevelopment Plan is legally in existence and tax abatement is provided in accordance with **Article 4**.

**Section 8.2. Modification.** The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except (a) as to the addition or modification of the Redevelopment Projects in accordance with Section 3.1 of this Agreement, and (b) otherwise in writing and by mutual agreement among the City, the Redevelopment Corporation, and the Developer. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

**Section 8.3. Jointly Drafted.** The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

**Section 8.4. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**Section 8.5. Validity and Severability.** It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.



**Section 8.6. Execution of Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**Section 8.7. City Approvals.** Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or his or her designee without the necessity of any action by the City Council. The City Manager may seek the input from the City Council before granting any approval.

**Section 8.8. Relationship.** In the performance of this Agreement, the Developer shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making the Developer a partner, joint venturer with, or agent of, the City. The City and the Developer agree that neither party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving the City and the Developer.

**Section 8.9. Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

**Section 8.10. Severability.** In the event any section, term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

**Section 8.11. Limit on Liability.** The Parties agree that:

A. No official, director, officer, agent, employee, representative, attorney or consultant of the City shall be personally or otherwise in any way liable to the Developer, a Related Entity or the Redevelopment Corporation in the event of any default, breach or failure of performance by the City under this Agreement or for any amount which may become due to the Developer, a Related Entity or the Redevelopment Corporation or with respect to any agreement, indemnity, or other obligation under this Agreement.

B. No member or shareholder of the Developer or the Redevelopment Corporation and no director, officer, agent, employee, shareholder, representative or consultant of the Developer or the Redevelopment Corporation shall be personally or otherwise in any way liable to the City or any third-party in the event of any default, breach or failure of performance by the Developer or the Redevelopment Corporation under this Agreement or for any amount which may become due to the City with respect to any agreement, indemnity or other obligation under this Agreement.

**Section 8.12. Headings.** Headings of articles and sections are inserted only for convenience and are in no way to be construed as a limitation or expansion on the scope of the particular articles, sections or subsections to which they refer. Words in the singular shall include the plural, and vice versa, where appropriate.

**Section 8.13. Notices.** Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service to all parties listed below:

To the City:	City of Lee's Summit, Missouri 220 SE Green St. Lee's Summit, Missouri 64063 Attn: City Manager
With a copy to:	Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, Missouri 64108 Attn: David W. Bushek, Esq.
To the Redevelopment Corporation:	John Knox Village Redevelopment Corporation 400 N.W. Murray Road Lee's Summit, Missouri 64081 Attn: President & CEO
To the Developer:	John Knox Village 400 N.W. Murray Road Lee's Summit, Missouri 64081 Attn: Kim Klockenga
With a copy to:	Lathrop & Gage 2345 Grand Blvd., Suite 2200 Kansas City, Missouri 64108 Attn: Jerry Riffel, Esq.

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

**Section 8.14. Waiver.** The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

**Section 8.15. Tax Implications.** The Developer, Related Entities and the Redevelopment Corporation acknowledge and represent that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents have provided to the Developer, Related Entities or the Redevelopment Corporation any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer, Related Entities and the Redevelopment Corporation are relying solely upon their own tax advisors in this regard.

**Section 8.16. Exhibits.** All exhibits which are attached or referred to in this Agreement are specifically incorporated herein by reference and form an integral part hereof.

**Section 8.17. Agreement to Control.** In the event of any conflict between the terms of this Agreement and any other agreements between the City and the Developer or the Redevelopment Corporation, the provisions of this Agreement shall control and supersede the conflict.

**Section 8.18. Recordation of Memorandum of Agreement and Binding Effect.** The Parties agree to execute and deliver a Memorandum of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records. Such Memorandum shall be recorded by the Developer, and proof of recording shall be provided to the City. The rights, duties and obligations of this Agreement shall run with the land and shall be binding upon all heirs, executors, administrators, successors and assigns in interest to the Developer or a Related Entity and all successors, assignees and transferees to all real property within the Redevelopment Area, and all such parties shall be bound by the terms and conditions of this Agreement and the Redevelopment Plan as if they were original parties to this Agreement until this Agreement is terminated according to its terms and conditions.

*[Remainder of page intentionally left 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: \_\_\_\_\_  
Randy Rhoads  
Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Denise Chisum  
City Clerk

**STATE OF MISSOURI**       )  
  ) **SS.**  
**COUNTY OF JACKSON**     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me appeared RANDY RHOADS, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the CITY OF LEE'S SUMMIT, MISSOURI, a constitutional charter city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said RANDY RHOADS acknowledged said instrument to be the free act and deed of said City.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

[SEAL]

**JOHN KNOX VILLAGE REDEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SEAL]

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary

**STATE OF MISSOURI        )**  
   **) SS.**  
**COUNTY OF JACKSON     )**

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me appeared \_\_\_\_\_,  
who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of the **JOHN KNOX  
VILLAGE REDEVELOPMENT CORPORATION**, a urban redevelopment corporation organized and  
existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said  
corporation by authority of its Redevelopment Corporation Board of Directors and said individual  
acknowledged said instrument to be the free act and deed of said corporation.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the  
County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

[SEAL]

**JOHN KNOX VILLAGE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SEAL]

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary

**STATE OF MISSOURI**       )  
  ) **SS.**  
**COUNTY OF JACKSON**     )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me appeared \_\_\_\_\_, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of the **JOHN KNOX VILLAGE**, a nonprofit corporation organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said limited liability company by authority of its members and said individual acknowledged said instrument to be the free act and deed of said limited liability company.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

[SEAL]

EXHIBIT A

LEGAL DESCRIPTIONS FOR REDEVELOPMENT AREA

62-120-06-02-00-0-00-000	1910A NW CHERRY ST	Tract 1, JOHN KNOX RETIREMENT VILLAGE 7TH PLAT, and the W 1/2 of vacated Shamrock Avenue lying E and adjacent thereto  RNG 32, TWP 47, SEC 01, DAF: part of the NW 1/4 of the NW 1/4 DAF: beginning 50' E of NW corner of said 1/4 1/4, thence S 286.88', thence E 343.26' to a point on the W ROW line of Shamrock Avenue 305' more or less to a point on a line 50' S and parallel with N line of said 1/4 1/4 thence W along said parallel line 190' more or less to POB & the W 1/2 of vacated Shamrock Avenue lying E and adjacent thereto.
62-120-06-01-00-0-00-000	1811 NW CHIPMAN RD	
62-120-01-55-00-0-00-000	1805 NW ROSE CT	LOT 1, ROSE COURT, and the E 1/2 of vacated Street lying West of and adjacent thereto
62-120-01-77-00-0-00-000	No address assigned by City	LOT 2, JOHN KNOX RETIREMENT VILLAGE 11TH PLAT  Beginning at the NE corner of Lot 2 JOHN KNOX RETIREMENT VILLAGE 11TH PLAT thence along the south ROW line of Chipman Road S 86 Deg. 17 Min. 37 Sec. E 32', thence S 03 Deg. 18 Min., 01 Sec. W 288.03', thence N 86 Deg. 17 Min. 37 Sec. W 32', thence N 03 Deg. 18 Min. 01 Sec. E 287.97' to POB.
62-120-01-78-00-0-00-000	No address assigned by City	
62-120-01-42-00-0-00-000	1001 NW CHIPMAN RD	Tract 1, JOHN KNOX RETIREMENT VILLAGE 4TH PLAT, and the E 1/2 of vacated street lying W and adjacent thereto
62-120-01-71-00-0-00-000	615 NW JACOB DR, #101	Tract 1, JOHN KNOX RETIREMENT VILLAGE 5TH PLAT & Tract 1, Lot A, JOHN KNOX RETIREMENT VILLAGE RES of TRACT 1, 6th PLAT & E 1/2 of vacated Street lying W of & adjacent thereto  Part of JOHN KNOX RETIREMENT VILLAGE 2ND PLAT DAF: Beginning at the SW corner of Tract 2, thence N 16 Deg W 680.31', thence Westerly 13.88 ', thence Northerly 303.15', thence N 77 Deg 34 Min E 65.62', thence S 43 Deg 51 Min E 17.84' to PC of curve to the Right; thence Southeasterly along said curve, having a radius of 2692.20' an arc Distance of 730.66', said point being on the Northerly ROW line of Moore Street, thence Southwesterly along said ROW 410' to POB.
62-120-01-27-00-0-00-000	513 NW PEACE PKWY A	
62-120-01-30-00-0-00-000	1900 NW PEACE PKWY	Tract 3, JOHN KNOX RETIREMENT VILLAGE 3RD PLAT
62-120-01-45-00-0-00-000	512 NW HOPE LN A	LOT 8 & E 1/2 JOHN KNOX RETIREMENT VILLAGE 8TH PLAT RESURVEY, and E 1/2 of vacated Street lying W of and adjacent thereto
62-120-01-46-00-0-00-000	501 NW MOORE ST #101	LOT 2, JOHN KNOX RETIREMENT VILLAGE 8TH PLAT RESURVEY
62-120-01-48-00-0-00-000	1708 NW OBRIEN RD	LOTS 34 & 35, HIGHWAY MANOR
62-120-01-85-00-0-00-000	400 NW MURRAY RD	LOT F, JOHN KNOX RETIREMENT VILLAGE 12TH PLAT
62-120-01-82-00-0-00-000	512 NW MURRAY RD #101	LOT 8, JOHN KNOX RETIREMENT VILLAGE 12TH PLAT
62-120-01-80-00-0-00-000	516 NW MURRAY RD	LOT D, JOHN KNOX RETIREMENT VILLAGE 12TH PLAT
62-120-01-81-00-0-00-000	514 NW MURRAY RD	LOT C, JOHN KNOX RETIREMENT VILLAGE 12TH PLAT
62-120-01-83-00-0-00-000	510 NW MURRAY RD	LOT A, JOHN KNOX RETIREMENT VILLAGE 12TH PLAT
62-120-01-84-00-0-00-000	508 NW MURRAY RD	LOT E, JOHN KNOX RETIREMENT VILLAGE 12TH PLAT

62-110-05-11-00-0-00-000		RNG 32, TWP 47, SEC 01, DAF: beginning 995' N of the SW corner of NE 1/4 and 25' E to true POB, thence N 360' , thence southeasterly along W ROW 180', thence southwesterly 95', thence SW 111' to POB.
62-120-01-79-00-0-00-000	600 NW MURRAY RD	LOT G, JOHN KNOX RETIREMENT VILLAGE 12TH PLAT
62-210-01-25-01-1-00-000	608 NW PRYOR RD	RNG 32, TWP 47, SEC 02, beginning 660' N of SE corner of NE 1/4, thence N 1451', thence W 514', thence N 245.2', thence W 899.72', thence S 1696.2', thence E 1413.72' to POB, Except Lot 1, JOHN KNOX RETIREMENT VILLAGE 10TH PLAT & ex beginning at SE corner of said Lot 10, thence W 950', thence S 400', thence E 632
62-210-01-17-00-0-00-000	612 NW PRYOR RD	That part of Lot 3, TOMS ADDITION DAF: Beginning at the NW corner of said Lot 3, thence E 443' more or less to the W ROW line of Pryor Road, thence S along said W ROW line 135', thence W 166' more or less, thence N 16', thence W 66', thence S 91', thence W 208' more or less to W line of said Lot 3, thence N along said W line 210' to POB
62-210-01-18-00-0-00-000	610 NW PRYOR RD	Part of Lot 2, TOMS ADDITION, DAF: Beginning 35' W of the SE corner of said Lot 3 thence S 245', thence N 91'; thence W 66', thence S 16', thence E 179', thence S 75' to POB
62-210-01-26-00-0-00-000	550 NW PRYOR RD	Lot 1, VILLAGE CARE CENTER PLAT
62-210-01-21-00-0-00-000	1901 NW CHIPMAN RD	Lot 2, TOMS ADDITION
62-210-01-03-00-0-00-000	1909 NW CHIPMAN RD	West 1/2 of Lot 1, TOMS ADDITION
62-210-01-19-00-0-00-000	1913 NW CHIPMAN RD	RNG 32, TWP 47, SEC 02. E 1/2 of a tract beginning 514' W of the NE corner of the NE 1/4, thence W 222', thence S 262.88', thence E 222', thence N 262.88' to POB
62-210-01-20-00-0-00-000	1915 NW CHIPMAN RD A	RNG 32, TWP 47, SEC 02. West 1/2 of a tract beginning 514' W of the NE corner of the NE 1/4, thence W 222', thence S 262.88', thence E 222', thence N 262.88' to POB
62-130-22-05-00-0-00-000	1901 NW SHAMROCK AVE	LOT 82 AND BLOCK D, SUN VALLEY VILLAGE 2ND PLAT RESURVEY
62-130-21-01-00-0-00-000	190 NW SHAMROCK AVE	Tract C, SUN VALLEY VILLAGE 2ND PLAT RESURVEY
62-130-16-20-00-0-00-000	1811 NW SHAMROCK AVE	LOTS 83 - 84 & 85, SUN VALLEY VILLAGE 2ND PLAT RESURVEY
62-130-14-24-00-0-00-000	1810 NW SHAMROCK	LOTS 86, 87 AND 88 THROUGH 96 INCLUSIVE, SUN VALLEY VILLAGE 2ND PLAT RESURVEY
62-130-19-11-00-0-00-000	194 NW CRAIGMONT DR.	LOTS 74 THROUGH 81 INCLUSIVE, BLOCK A, SUN VALLEY VILLAGE 2ND PLAT RESURVEY
62-130-20-01-00-0-00-000	200 NW SHAMROCK LN A	BLOCK B, SUN VALLEY VILLAGE 2ND PLAT RESURVEY
62-130-18-20-00-0-00-000	1905 NW QUAIL TRL	LOTS 55 THROUGH 73 INCLUSIVE, SUN VALLEY VILLAGE 2ND PLAT RESURVEY
62-130-12-09-00-0-00-000	301 NW CRAIGMONT DR	LOTS 39 & 40, SUN VALLEY VILLAGE 2ND PLAT RESURVEY
62-120-05-19-00-0-00-000	307 NW CRAIGMONT DR	LOTS 1 THROUGH 8 SUN VALLEY VILLAGE 1ST PLAT & LOT 38 SUN VALLEY 2ND PLAT
62-120-08-06-00-0-00-000	1907 NW LARK SPURR LN	LOTS 28 THROUGH 32, SUN VALLEY VILLAGE 1ST PLAT
62-130-17-16-00-0-00-000	1906 NW QUAIL TRL	LOTS 45 THROUGH 54 & LOTS 33 THROUGH 37, SUN VALLEY VILLAGE 1ST PLAT
62-120-07-20-00-0-00-000	408 NW CRAIGMONT DR	LOTS 9 THROUGH 27 INCLUSIVE, SUN VALLEY VILLAGE 1ST PLAT



62-120-04-16-00-0-00-000	1801 NW OBRIEN RD	LOT 4, JOHN KNOX RETIREMENT VILLAGE 8TH PLAT RESURVEY
62-120-02-09-00-0-00-000	1701 NW OBRIEN RD	LOT 3, JOHN KNOX RETIREMENT VILLAGE 8TH PLAT RESURVEY

**EXHIBIT B**

**MAP OF REDEVELOPMENT AREA**



**Proposed Chapter 353 Redevelopment Area**

**EXHIBIT C**  
**REDEVELOPMENT PROJECTS BUDGET AND SCHEDULE**

**Exhibit C**  
**Redevelopment Projects Budget and Schedule**

Proposed New Projects				Units Replaced by New Projects						
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of Units	Sq. ft.	Year	Map Ref. #	Tax Parcel ID #	Total Reimbursable Costs
<b>The Meadows</b> New Apartments	112	197,931	\$35,094,355	<b>Meadows - Phase 1</b>						
				<b>Villa II &amp; Manor II</b>						
				Villa II - 510 NW Shamrock Ave	42	30,546	1	40	62-120-06-02-00-0-00-000	\$1,424,220
				Villa II Common Space		5,967	1	40	62-120-06-02-00-0-00-000	\$115,640
				Manor II - 518 NW Shamrock Ave	65	32,945	1	40	62-120-06-02-00-0-00-000	\$1,805,888
				Manor II Common Space		5,961	1	40	62-120-06-02-00-0-00-000	\$115,524
				<b>Lilac Place</b>						
				609 A & B NW Lilac Place	2	2,072	1	26	62-120-01-30-00-0-00-000	\$83,975
				610 A & B NW Lilac Place	2	2,230	1	26	62-120-01-30-00-0-00-000	\$90,379
				<b>Shamrock Avenue</b>						
				519 A, B, C & D NW Shamrock Ave	4	2,784	1	28	62-120-01-45-00-0-00-000	\$131,946
				521 A, B, C & D NW Shamrock Ave	4	2,806	1	28	62-120-01-45-00-0-00-000	\$132,989
				523 A, B, C & D NW Shamrock Ave	4	2,806	1	28	62-120-01-45-00-0-00-000	\$132,989
				525 A, B, C & D NW Shamrock Ave	4	2,784	1	28	62-120-01-45-00-0-00-000	\$131,946
				<b>O'Brien Road</b>						
				1800 A, B, C & D NW O'Brien Road	4	2,828	1	28	62-120-01-45-00-0-00-000	\$121,757
				1804 A & B NW O'Brien Road	2	2,566	1	28	62-120-01-45-00-0-00-000	\$110,477
				1808 A, B, C & D NW O'Brien Road	4	2,784	1	28	62-120-01-45-00-0-00-000	\$119,863
				1812 A & B NW O'Brien Road	2	2,592	1	28	62-120-01-45-00-0-00-000	\$111,596
				<b>Subtotal</b>						<b>\$4,629,191</b>

**Exhibit C**  
**Redevelopment Projects Budget and Schedule**

Proposed New Projects				Units Replaced by New Projects						
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of Units	Sq. ft.	Year	Map Ref. #	Tax Parcel ID #	Total Reimbursable Costs
<b>The Meadows, Phase 2</b>				<b>Meadows - Phase 2</b>						
New Apartments	90	119,446	\$19,787,424	<b>Villa I and Manor I</b>						
				Villa I - 612 NW Shamrock Ave	42	30,321	4	40	62-120-06-02-00-0-00-000	\$1,324,347
				Villa I Common Space - 612 NW Shamrock Ave		4,641	4	40	62-120-06-02-00-0-00-000	\$95,233
				Manor I - 606 NW Shamrock Ave	59	32,966	4	40	62-120-06-02-00-0-00-000	\$1,920,589
				Manor I Common Space - 606 NW Shamrock Ave		6,114	4	40	62-120-06-02-00-0-00-000	\$125,459
				CCMPA & Lakeside Commons - 600 NW Shamrock Ave		9,474	4	40	62-120-06-02-00-0-00-000	\$194,406
				<b>Hope Lane</b>						
				512 A, B, C & D NW Hope Lane	4	2,784	4	28	62-120-01-45-00-0-00-000	\$106,979
				514 A, B, C & D NW Hope Lane	4	2,853	4	28	62-120-01-45-00-0-00-000	\$109,630
				516 A, B, C & D NW Hope Lane	4	2,784	4	28	62-120-01-45-00-0-00-000	\$106,979
				518 A, B, C & D NW Hope Lane	4	2,784	4	28	62-120-01-45-00-0-00-000	\$106,979
				520 A, B, C & D NW Hope Lane	4	2,784	4	28	62-120-01-45-00-0-00-000	\$106,979
				522 A, B, C & D NW Hope Lane	4	2,818	4	28	62-120-01-45-00-0-00-000	\$108,285
				<b>O'Brien Road</b>						
				1801 NW O'Brien Road	1	936	5	3	62-120-04-16-00-0-00-000	\$28,057
				1803 NW O'Brien Road	1	936	5	3	62-120-04-16-00-0-00-000	\$28,057
				1805 NW O'Brien Road	1	936	5	3	62-120-04-16-00-0-00-000	\$28,057
				1807 NW O'Brien Road	1	936	5	3	62-120-04-16-00-0-00-000	\$28,057
				1809 A & B NW O'Brien Road	2	864	5	3	62-120-04-16-00-0-00-000	\$25,898
				1811 A & B NW O'Brien Road	2	864	5	3	62-120-04-16-00-0-00-000	\$25,898
									<b>Subtotal</b>	<b>\$4,469,888</b>

**Exhibit C**  
**Redevelopment Projects Budget and Schedule**

Proposed New Projects				Units Replaced by New Projects						
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of Units	Sq. ft.	Year	Map Ref. #	Tax Parcel ID #	Total Reimbursable Costs
<b>Lakeshore Manor Replacement</b>				<b>Lakeshore Manor</b>						
New Apartments	29	24,650	\$4,083,519	Lakeshore Manor - 1919 NW Peace Parkway	42	24,760	5	40	62-120-06-02-00-0-00-000	\$1,182,181
Building off the Lake				Lakeshore Manor Common Space - 1919 NW Peace Parkway		3,546	4	40	62-120-06-02-00-0-00-000	\$72,764
									<b>Subtotal</b>	<b>\$1,254,945</b>

**Exhibit C**  
**Redevelopment Projects Budget and Schedule**

Proposed New Projects				Units Replaced by New Projects						
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of Units	Sq. ft.	Year	Map Ref. #	Tax Parcel ID #	Total Reimbursable Costs
<b>New Village Gateway and Lake Development</b>				<b>New Village Gateway and Lake Development</b>						
Peach Street Phase	18	19,800	\$3,280,068	<b>Peach Street</b>						
				1914 A, B, C, D & E NW Peach Street	5	3,360	5	40	62-120-06-02-00-0-00-000	\$159,216
				1915 A, B, C, D & E NW Peach Street	5	3,360	5	40	62-120-06-02-00-0-00-000	\$159,216
				1916 A, B, C & D NW Peach Street	4	2,806	5	40	62-120-06-02-00-0-00-000	\$132,965
				1917 A, B, C & D NW Peach Street	4	2,853	5	40	62-120-06-02-00-0-00-000	\$135,192
				1918 A, B, C & D NW Peach Street	4	2,784	5	40	62-120-06-02-00-0-00-000	\$131,922
Cherry Street Phase	24	26,400	\$4,373,424	<b>Cherry Street</b>						
				1910 A, B & C NW Cherry Street	3	2,208	5	40	62-120-06-02-00-0-00-000	\$108,225
				1911 A, B, C & D NW Cherry Street	4	2,784	5	40	62-120-06-02-00-0-00-000	\$136,458
				1912 A, B, C, D & E NW Cherry Street	5	3,382	5	40	62-120-06-02-00-0-00-000	\$165,769
				1913 A, B, C, D & E NW Cherry Street	5	3,382	5	40	62-120-06-02-00-0-00-000	\$165,769
				1914 A, B, C, D & E NW Cherry Street	5	3,404	5	40	62-120-06-02-00-0-00-000	\$166,847
				1915 A, B, C & D NW Cherry Street	4	2,784	5	40	62-120-06-02-00-0-00-000	\$136,458
				1916 A, B, C, D & E NW Cherry Street	5	3,360	5	40	62-120-06-02-00-0-00-000	\$164,690
				1917 A, B, C, & D NW Cherry Street	4	2,784	5	40	62-120-06-02-00-0-00-000	\$136,458
				1918 A, B, C, D & E NW Cherry Street	5	3,360	5	40	62-120-06-02-00-0-00-000	\$164,690
Marketing & Sales Office?				<b>O'Brien Circle</b>						
				1916 A & B NW O'Brien Circle	2	2,184	5	40	62-120-06-02-00-0-00-000	\$65,465
				1918 A & B NW O'Brien Circle	2	2,266	5	40	62-120-06-02-00-0-00-000	\$67,923
				1920 A & B NW O'Brien Circle	2	1,600	5	40	62-120-06-02-00-0-00-000	\$47,960
									<b>Subtotal</b>	<b>\$2,245,223</b>



**Exhibit C**  
**Redevelopment Projects Budget and Schedule**

Proposed New Projects				Units Replaced by New Projects						
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of	Sq. ft.	Year	Map Ref.	Tax Parcel ID #	Total Reimbursable
					Units			#		Costs
Northside Villas Phase II				Northside Villas Phase 2						
Villas (Duplexes/Triplexes)	6	6,600	\$1,331,880	Willow Drive						
				617 A & B NW Willow Drive	2	2,184	3	26	62-120-01-30-00-0-00-000	\$70,770
				618 A & B NW Willow Drive	2	2,184	3	26	62-120-01-30-00-0-00-000	\$70,770
				619 A & B NW Willow Drive	2	1,657	3	26	62-120-01-30-00-0-00-000	\$53,693
				620 A & B NW Willow Drive	2	2,184	3	26	62-120-01-30-00-0-00-000	No cost assigned
									Subtotal	\$195,232

**Exhibit C**  
**Redevelopment Projects Budget and Schedule**

Proposed New Projects				Units Replaced by New Projects						
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of Units	Sq. ft.	Year	Map Ref. #	Tax Parcel ID #	Total Reimbursable Costs
<b>Northside Villas Phase III</b>				<b>Northside Villas Phase 3</b>						
Villas (Duplexes/Triplexes)	4	4,400	\$887,920	<b>Pryor Circle</b>						
				626 A, B & C NW Pryor Circle	3	2,208	4	40	62-120-06-02-00-0-00-000	\$64,981
				628 A & B NW Pryor Circle	2	2,184	4	40	62-120-06-02-00-0-00-000	\$64,275
Villas (Duplexes/Triplexes)	3	3,600	\$726,480	<b>Shamrock Circle</b>						
				622 A & B NW Shamrock Circle	2	2,834	4	40	62-120-06-02-00-0-00-000	\$91,342
				624 A & B NW Shamrock Circle	2	2,586	4	40	62-120-06-02-00-0-00-000	\$83,349
				626 A & B NW Shamrock Circle	2	2,292	4	40	62-120-06-02-00-0-00-000	\$73,873
Villas (Duplexes/Triplexes)	8	8,800	\$1,775,840	<b>Shady Circle</b>						
				614 A & B NW Shady Circle	2	1,654	7	40	62-120-06-02-00-0-00-000	\$51,382
				616 A, B, C, D & E NW Shady Circle	5	3,360	7	40	62-120-06-02-00-0-00-000	\$104,378
				618 A, B, C & D NW Shady Circle	4	2,784	7	40	62-120-06-02-00-0-00-000	\$86,485
				620 A & B NW Shady Circle	2	1,676	7	40	62-120-06-02-00-0-00-000	\$52,065
Villas (Duplexes/Triplexes)	6	6,600	\$1,331,880	<b>Lilac Place</b>						
				607 A,B & C NW Lilac Place	3	2,400	4	26	62-120-01-30-00-0-00-000	\$70,632
				615 A & B NW Lilac Place	2	2,184	4	26	62-120-01-30-00-0-00-000	\$64,275
				617 A & B NW Lilac Place	2	2,184	4	26	62-120-01-30-00-0-00-000	\$64,275
Villas (Duplexes/Triplexes)	5	5,500	\$1,109,900	<b>Redbud Drive</b>						
				603A & B NW Redbud Drive	2	1,652	5	26	62-120-01-30-00-0-00-000	\$62,966
				605 A, B, C & D NW Redbud Drive	4	2,784	5	26	62-120-01-30-00-0-00-000	\$106,112
				606 A & B NW Redbud Drive	2	2,072	5	26	62-120-01-30-00-0-00-000	\$78,975
				611 A & B NW Redbud Drive	2	1,600	5	26	62-120-01-30-00-0-00-000	\$60,984
				<b>Subtotal</b>						<b>\$1,180,350</b>

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Proposed New Projects				Units Replaced by New Projects						
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of Units	Sq. ft.	Year	Map Ref. #	Tax Parcel ID #	Total Reimbursable Costs
<b>Sun Valley Redevelopment Projects</b>				<b>Sun Valley</b>						
	2	2,600	\$524,680	311 NW Craigmont Drive	1	1,204	3	4	62-120-05-19-00-0-00-000	\$34,778
				401 NW Craigmont Drive	1	991	3	4	62-120-05-19-00-0-00-000	\$28,625
	4	5,600	\$1,130,080	1910 NW Larkspurr	1	1,085	3	5	62-120-07-20-00-0-00-000	\$31,340
				1912 NW Larkspurr	1	987	3	5	62-120-07-20-00-0-00-000	\$28,509
				1916 NW Larkspurr	1	1,026	3	5	62-120-07-20-00-0-00-000	\$29,636
				1918 NW Larkspurr	1	987	3	5	62-120-07-20-00-0-00-000	\$28,509
				1922 NW Larkspurr	1	1,087	3	5	62-120-07-20-00-0-00-000	\$31,398
	1	1,400	\$282,520	1909 NW Larkspurr	1	1,212	3	6	62-120-08-06-00-0-00-000	\$35,009
	9	12,600	\$2,542,680	1904 NW Killarney Lane	1	1,330	5	11	62-130-18-20-00-0-00-000	\$39,867
				1906 NW Killarney Lane	1	1,070	5	11	62-130-18-20-00-0-00-000	\$32,073
				1908 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969
				1910 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969
				1912 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969
				1914 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969
				1916 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969
				1918 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969
				1920 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969
				1922 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969
				1924 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969
				1926 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969
				1928 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969
									<b>Subtotal</b>	<b>\$594,405</b>

**Exhibit C**  
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Proposed New Projects				Units Replaced by New Projects						
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of	Sq. ft.	Year	Map Ref.	Tax Parcel ID #	Total Reimbursable
					Units			#		Costs
Sun Valley Redevelopment Projects				Sun Valley						
11	15,400	\$3,107,720	1930 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969	
			1903 NW Killarney Lane	1	1,079	6	12	62-130-19-11-00-0-00-000	\$32,931	
			1905 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	
			1907 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	
			1909 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	
			1911 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	
			1913 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	
			1915 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	
			1917 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	
			1919 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	
			1921 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	
4	6,400	\$1,291,520	1923 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	
			1925 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	
			1927 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	
			1929 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	
			1931 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	
			1933 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	
			1935 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	
			201 A, B, C & D NW Shamrock Lane	4	2,806	7	12	62-130-19-11-00-0-00-000	\$87,168	
			203 A,B, C & D NW Shamrock Lane	4	2,784	7	12	62-130-19-11-00-0-00-000	\$86,485	
			200 A, B, C & D NW Shamrock Lane	4	2,904	7	13	62-130-20-01-00-0-00-000	\$90,213	
			202 A & B NW Shamrock Lane	2	2,230	7	13	62-130-20-01-00-0-00-000	\$69,275	
7	11,200	\$2,260,160	194 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	
			196 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	
			198 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	
			200 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	
			202 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	
			204 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	
			206 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	
			208 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	
			210 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	
			212 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	
			214 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	
6	6,400	\$1,291,520	216 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	
			218 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	
			220 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	
			1911 NW Shamrock Ave	1	833	8	14	62-130-21-01-00-0-00-000	\$26,331	
			1913 NW Shamrock Ave	1	833	8	14	62-130-21-01-00-0-00-000	\$26,331	
			1915 NW Shamrock Ave	1	833	8	14	62-130-21-01-00-0-00-000	\$26,331	
			1917 NW Shamrock Ave	1	833	8	14	62-130-21-01-00-0-00-000	\$26,331	
			1919 NW Shamrock Ave	1	833	8	14	62-130-21-01-00-0-00-000	\$26,331	
			1921 NW Shamrock Ave	1	833	8	14	62-130-21-01-00-0-00-000	\$26,331	
			1901 NW Shamrock Ave	1	1,546	9	15	62-130-22-05-00-0-00-000	\$49,712	
			1903 A, B, C & D Shamrock Ave	4	2,784	9	15	62-130-22-05-00-0-00-000	\$89,520	
5	8,000	\$1,614,400	1905 A, B, C & D Shamrock Ave	4	2,784	9	15	62-130-22-05-00-0-00-000	\$89,520	
			1907 A, B, C & D Shamrock Ave	4	2,940	9	15	62-130-22-05-00-0-00-000	\$94,536	
			1909 A, B, C & D Shamrock Ave	4	2,806	9	15	62-130-22-05-00-0-00-000	\$90,227	
			Subtotal					\$1,737,948		

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Proposed New Projects				Units Replaced by New Projects						
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of Units	Sq. ft.	Year	Map Ref. #	Tax Parcel ID #	Total Reimbursable Costs
<b>Peace Parkway Restoration Project</b>				<b>Peace Parkway</b>						
Duplexes/Triplexes	5	6,000	\$1,210,800	520 B NW Peace Parkway	1	1,092	8	25	62-120-01-27-00-0-00-000	\$34,518
				516 A NW Peace Parkway	1	1,260	8	25	62-120-01-27-00-0-00-000	\$39,829
				604 B NW Peace Parkway	1	1,260	8	25	62-120-01-27-00-0-00-000	\$39,829
				608 B NW Peace Parkway	1	1,260	8	25	62-120-01-27-00-0-00-000	\$39,829
				607 B NW Peace Parkway	1	1,380	8	25	62-120-01-27-00-0-00-000	\$43,622
								<b>Subtotal</b>		<b>\$197,626</b>
<b>Totals</b>	<b>365</b>	<b>505,727</b>	<b>\$ 90,330,290</b>		<b>526</b>	<b>410,974</b>				<b>\$ 16,504,808</b>

## EXHIBIT D

### TRANSFEE AGREEMENT

(Name of Transferee)

**THIS TRANSFEE 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 John Knox Village Redevelopment Area (the “**Redevelopment Plan**”) approved by the City pursuant to Ordinance No. \_\_\_\_ adopted by the Lee’s Summit City Council on \_\_\_\_\_, 2015 (the “**353 Ordinance**”).

B. The Property is subject to that certain Redevelopment Agreement dated as of \_\_\_\_\_, 2015, among the City, the John Knox Village Redevelopment Corporation (the “**Corporation**”), and John Knox Village (the “**Developer**”), a memorandum of which was recorded in the office of the Recorder of Deeds of Jackson County, Missouri on \_\_\_\_\_, 2015, at Document No. \_\_\_\_\_ (the “**Agreement**”). *All capitalized terms and conditions which are not defined in this Transferee Agreement shall have the meaning assigned in the Agreement.*

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

D. Section 5.2 of the Agreement requires as a condition precedent to the transfer of property within the Redevelopment Area (as defined in the Agreement) to a party other than Developer, a Related Entity or the Redevelopment Corporation, 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 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 Section 5.2 of the 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 Developer or a Related Entity, 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 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 Agreement, the requirements of the Redevelopment Plan, the 353 Ordinance, and the rights of the City pursuant to the Agreement, and the Urban Redevelopment Corporations Law (as defined in the 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 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 Agreement. Transferee assumes the duty to notify any purchaser, tenant, transferee or other possessor of the property its rights, duties and obligations under the Agreement.

5. Transferee acknowledges that Transferee's acquisition of the Property, and any subsequent conveyance, requires the prior written approval of the City so long as the 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 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 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 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 A  
to Transferee Agreement

LEGAL DESCRIPTION

## EXHIBIT E

### CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, John Knox Village (the “**Developer**”), pursuant to that certain Redevelopment Agreement dated as of \_\_\_\_\_, 2015, between the John Knox Village Redevelopment Corporation, the Developer and the City of Lee’s Summit, Missouri (the “**City**”) and the Developer (the “**Redevelopment Agreement**”), hereby certifies to the City as follows:

*Capitalized terms herein shall have the meanings assigned in the Redevelopment Agreement.*

1. That as of \_\_\_\_\_, 20\_\_\_\_, the Redevelopment Project \_\_\_\_\_, as such project appears on **Exhibit C** to the Redevelopment Agreement, has been substantially completed in a good and workmanlike manner in accordance with the Redevelopment Agreement.

2. Lien waivers for the Redevelopment Project have been obtained.

3. This Certificate of Substantial Completion is accompanied by the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein, certifying that Redevelopment Project \_\_\_\_\_ has been substantially completed in accordance with the Redevelopment Agreement.

4. This Certificate of Substantial Completion is being submitted by Developer to the City in accordance with the Redevelopment Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to Redevelopment Project \_\_\_\_\_ and to initiate the tax abatement as allowed by the Redevelopment Agreement for such real property.

5. The City’s acceptance below shall qualify Developer to receive the value of the Reimbursable Costs for Redevelopment Project \_\_\_\_\_ in accordance with the Redevelopment Agreement.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**JOHN KNOX VILLAGE,**  
a Missouri non-profit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED:**

**CITY OF LEE'S SUMMIT, MISSOURI**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT F**

**ANNUAL STATEMENT OF REIMBURSEMENT**

Statement for Calendar Year \_\_\_\_\_

Reimbursable Costs from Completed  
Projects

Prior Years	\$ _____	
Current Year	\$ _____	
<b>Total</b>		<b>\$ _____</b>

Value of Abatement Received

Prior Years	\$ _____	
Current Year	\$ _____	
<b>Total</b>		<b>\$ _____</b>

<b>Remaining Abatement</b>		<b>\$ _____</b>
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The attached Schedule of Completed Demolition verifies those structures for which demolition has been completed through the end of the calendar year stated above.

**ACCEPTED:**

**CITY OF LEE'S SUMMIT, MISSOURI**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit F**  
**Schedule of Completed Demolition for Annual Statement of Reimbursement**

Proposed New Projects				Units Replaced by New Projects							Demolition Completed
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of Units	Sq. ft.	Year	Map Ref. #	Tax Parcel ID #	Total Reimbursable Costs	
<b>The Meadows</b>				<b>Meadows - Phase 1</b>							
New Apartments	112	197,931	\$35,094,355	<b>Villa II &amp; Manor II</b>							
				Villa II - 510 NW Shamrock Ave	42	30,546	1	40	62-120-06-02-00-0-00-000	\$1,424,220	<input type="checkbox"/>
				Villa II Common Space		5,967	1	40	62-120-06-02-00-0-00-000	\$115,640	<input type="checkbox"/>
				Manor II - 518 NW Shamrock Ave	65	32,945	1	40	62-120-06-02-00-0-00-000	\$1,805,888	<input type="checkbox"/>
				Manor II Common Space		5,961	1	40	62-120-06-02-00-0-00-000	\$115,524	<input type="checkbox"/>
				<b>Lilac Place</b>							
				609 A & B NW Lilac Place	2	2,072	1	26	62-120-01-30-00-0-00-000	\$83,975	<input type="checkbox"/>
				610 A & B NW Lilac Place	2	2,230	1	26	62-120-01-30-00-0-00-000	\$90,379	<input type="checkbox"/>
				<b>Shamrock Avenue</b>							
				519 A, B, C & D NW Shamrock Ave	4	2,784	1	28	62-120-01-45-00-0-00-000	\$131,946	<input type="checkbox"/>
				521 A, B, C & D NW Shamrock Ave	4	2,806	1	28	62-120-01-45-00-0-00-000	\$132,989	<input type="checkbox"/>
				523 A, B, C & D NW Shamrock Ave	4	2,806	1	28	62-120-01-45-00-0-00-000	\$132,989	<input type="checkbox"/>
				525 A, B, C & D NW Shamrock Ave	4	2,784	1	28	62-120-01-45-00-0-00-000	\$131,946	<input type="checkbox"/>
				<b>O'Brien Road</b>							
				1800 A, B, C & D NW O'Brien Road	4	2,828	1	28	62-120-01-45-00-0-00-000	\$121,757	<input type="checkbox"/>
				1804 A & B NW O'Brien Road	2	2,566	1	28	62-120-01-45-00-0-00-000	\$110,477	<input type="checkbox"/>
				1808 A, B, C & D NW O'Brien Road	4	2,784	1	28	62-120-01-45-00-0-00-000	\$119,863	<input type="checkbox"/>
				1812 A & B NW O'Brien Road	2	2,592	1	28	62-120-01-45-00-0-00-000	\$111,596	<input type="checkbox"/>
				<b>Subtotal</b>						<b>\$4,629,191</b>	

**Exhibit F**  
**Schedule of Completed Demolition for Annual Statement of Reimbursement**

Proposed New Projects				Units Replaced by New Projects							Demolition Completed
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of Units	Sq. ft.	Year	Map Ref. #	Tax Parcel ID #	Total Reimbursable Costs	
<b>The Meadows, Phase 2</b>				<b>Meadows - Phase 2</b>							
New Apartments	90	119,446	\$19,787,424	<b>Villa I and Manor I</b>							
				Villa I - 612 NW Shamrock Ave	42	30,321	4	40	62-120-06-02-00-0-00-000	\$1,324,347	<input type="checkbox"/>
				Villa I Common Space - 612 NW Shamrock Ave		4,641	4	40	62-120-06-02-00-0-00-000	\$95,233	<input type="checkbox"/>
				Manor I - 606 NW Shamrock Ave	59	32,966	4	40	62-120-06-02-00-0-00-000	\$1,920,589	<input type="checkbox"/>
				Manor I Common Space - 606 NW Shamrock Ave		6,114	4	40	62-120-06-02-00-0-00-000	\$125,459	<input type="checkbox"/>
				CCMPA & Lakeside Commons - 600 NW Shamrock Ave		9,474	4	40	62-120-06-02-00-0-00-000	\$194,406	<input type="checkbox"/>
				<b>Hope Lane</b>							
				512 A, B, C & D NW Hope Lane	4	2,784	4	28	62-120-01-45-00-0-00-000	\$106,979	<input type="checkbox"/>
				514 A, B, C & D NW Hope Lane	4	2,853	4	28	62-120-01-45-00-0-00-000	\$109,630	<input type="checkbox"/>
				516 A, B, C & D NW Hope Lane	4	2,784	4	28	62-120-01-45-00-0-00-000	\$106,979	<input type="checkbox"/>
				518 A, B, C & D NW Hope Lane	4	2,784	4	28	62-120-01-45-00-0-00-000	\$106,979	<input type="checkbox"/>
				520 A, B, C & D NW Hope Lane	4	2,784	4	28	62-120-01-45-00-0-00-000	\$106,979	<input type="checkbox"/>
				522 A, B, C & D NW Hope Lane	4	2,818	4	28	62-120-01-45-00-0-00-000	\$108,285	<input type="checkbox"/>
				<b>O'Brien Road</b>							
				1801 NW O'Brien Road	1	936	5	3	62-120-04-16-00-0-00-000	\$28,057	<input type="checkbox"/>
				1803 NW O'Brien Road	1	936	5	3	62-120-04-16-00-0-00-000	\$28,057	<input type="checkbox"/>
				1805 NW O'Brien Road	1	936	5	3	62-120-04-16-00-0-00-000	\$28,057	<input type="checkbox"/>
				1807 NW O'Brien Road	1	936	5	3	62-120-04-16-00-0-00-000	\$28,057	<input type="checkbox"/>
				1809 A & B NW O'Brien Road	2	864	5	3	62-120-04-16-00-0-00-000	\$25,898	<input type="checkbox"/>
				1811 A & B NW O'Brien Road	2	864	5	3	62-120-04-16-00-0-00-000	\$25,898	<input type="checkbox"/>
				<b>Subtotal</b>						<b>\$4,469,888</b>	

**Exhibit F**  
**Schedule of Completed Demolition for Annual Statement of Reimbursement**

Proposed New Projects				Units Replaced by New Projects							
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of Units	Sq. ft.	Year	Map Ref. #	Tax Parcel ID #	Total Reimbursable Costs	Demolition Completed
Lakeshore Manor Replacement				Lakeshore Manor							
New Apartments	29	24,650	\$4,083,519	Lakeshore Manor - 1919 NW Peace Parkway	42	24,760	5	40	62-120-06-02-00-0-00-000	\$1,182,181	<input type="checkbox"/>
Building off the Lake				Lakeshore Manor Common Space - 1919 NW Peace Parkway		3,546	4	40	62-120-06-02-00-0-00-000	\$72,764	<input type="checkbox"/>
									Subtotal	\$1,254,945	

**Exhibit F**  
**Schedule of Completed Demolition for Annual Statement of Reimbursement**

Proposed New Projects				Units Replaced by New Projects								
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of Units	Sq. ft.	Year	Map Ref. #	Tax Parcel ID #	Total Reimbursable Costs	Demolition Completed	
New Village Gateway and Lake Development				New Village Gateway and Lake Development								
Peach Street Phase	18	19,800	\$3,280,068	Peach Street								
				1914 A, B , C, D & E NW Peach Street	5	3,360	5	40	62-120-06-02-00-0-00-000	\$159,216	<input type="checkbox"/>	
				1915 A, B, C, D & E NW Peach Street	5	3,360	5	40	62-120-06-02-00-0-00-000	\$159,216	<input type="checkbox"/>	
				1916 A, B, C & D NW Peach Street	4	2,806	5	40	62-120-06-02-00-0-00-000	\$132,965	<input type="checkbox"/>	
				1917 A, B, C & D NW Peach Street	4	2,853	5	40	62-120-06-02-00-0-00-000	\$135,192	<input type="checkbox"/>	
				1918 A, B, C & D NW Peach Street	4	2,784	5	40	62-120-06-02-00-0-00-000	\$131,922	<input type="checkbox"/>	
Cherry Street Phase	24	26,400	\$4,373,424	Cherry Street								
				1910 A, B & C NW Cherry Street	3	2,208	5	40	62-120-06-02-00-0-00-000	\$108,225	<input type="checkbox"/>	
				1911 A, B, C & D NW Cherry Street	4	2,784	5	40	62-120-06-02-00-0-00-000	\$136,458	<input type="checkbox"/>	
				1912 A, B, C, D & E NW Cherry Street	5	3,382	5	40	62-120-06-02-00-0-00-000	\$165,769	<input type="checkbox"/>	
				1913 A, B, C, D & E NW Cherry Street	5	3,382	5	40	62-120-06-02-00-0-00-000	\$165,769	<input type="checkbox"/>	
				1914 A, B, C, D & E NW Cherry Street	5	3,404	5	40	62-120-06-02-00-0-00-000	\$166,847	<input type="checkbox"/>	
				1915 A, B, C & D NW Cherry Street	4	2,784	5	40	62-120-06-02-00-0-00-000	\$136,458	<input type="checkbox"/>	
				1916 A, B, C, D & E NW Cherry Street	5	3,360	5	40	62-120-06-02-00-0-00-000	\$164,690	<input type="checkbox"/>	
				1917 A, B, C, & D NW Cherry Street	4	2,784	5	40	62-120-06-02-00-0-00-000	\$136,458	<input type="checkbox"/>	
				1918 A, B, C, D & E NW Cherry Street	5	3,360	5	40	62-120-06-02-00-0-00-000	\$164,690	<input type="checkbox"/>	
Marketing & Sales Office?				O'Brien Circle								
				1916 A & B NW O'Brien Circle	2	2,184	5	40	62-120-06-02-00-0-00-000	\$65,465	<input type="checkbox"/>	
				1918 A & B NW O'Brien Circle	2	2,266	5	40	62-120-06-02-00-0-00-000	\$67,923	<input type="checkbox"/>	
				1920 A & B NW O'Brien Circle	2	1,600	5	40	62-120-06-02-00-0-00-000	\$47,960	<input type="checkbox"/>	
				Subtotal						\$2,245,223		



**Exhibit F**  
**Schedule of Completed Demolition for Annual Statement of Reimbursement**

Proposed New Projects				Units Replaced by New Projects							Demolition Completed
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of Units	Sq. ft.	Year	Map Ref. #	Tax Parcel ID #	Total Reimbursable Costs	
<b>Northside Villas Phase II</b>				<b>Northside Villas Phase 2</b>							
Villas (Duplexes/Triplexes)	6	6,600	\$1,331,880	<b>Willow Drive</b>							
				617 A & B NW Willow Drive	2	2,184	3	26	62-120-01-30-00-0-00-000	\$70,770	<input type="checkbox"/>
				618 A & B NW Willow Drive	2	2,184	3	26	62-120-01-30-00-0-00-000	\$70,770	<input type="checkbox"/>
				619 A & B NW Willow Drive	2	1,657	3	26	62-120-01-30-00-0-00-000	\$53,693	<input type="checkbox"/>
				620 A & B NW Willow Drive	2	2,184	3	26	62-120-01-30-00-0-00-000	No cost assigned	<input type="checkbox"/>
									<b>Subtotal</b>	<b>\$195,232</b>	

**Exhibit F**  
**Schedule of Completed Demolition for Annual Statement of Reimbursement**

Proposed New Projects				Units Replaced by New Projects							Demolition Completed
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of Units	Sq. ft.	Year	Map Ref. #	Tax Parcel ID #	Total Reimbursable Costs	
<b>Northside Villas Phase III</b>				<b>Northside Villas Phase 3</b>							
Villas (Duplexes/Triplexes)	4	4,400	\$887,920	<b>Pryor Circle</b>							
				626 A, B & C NW Pryor Circle	3	2,208	4	40	62-120-06-02-00-0-00-000	\$64,981	<input type="checkbox"/>
				628 A & B NW Pryor Circle	2	2,184	4	40	62-120-06-02-00-0-00-000	\$64,275	<input type="checkbox"/>
Villas (Duplexes/Triplexes)	3	3,600	\$726,480	<b>Shamrock Circle</b>							
				622 A & B NW Shamrock Circle	2	2,834	4	40	62-120-06-02-00-0-00-000	\$91,342	<input type="checkbox"/>
				624 A & B NW Shamrock Circle	2	2,586	4	40	62-120-06-02-00-0-00-000	\$83,349	<input type="checkbox"/>
				626 A & B NW Shamrock Circle	2	2,292	4	40	62-120-06-02-00-0-00-000	\$73,873	<input type="checkbox"/>
Villas (Duplexes/Triplexes)	8	8,800	\$1,775,840	<b>Shady Circle</b>							
				614 A & B NW Shady Circle	2	1,654	7	40	62-120-06-02-00-0-00-000	\$51,382	<input type="checkbox"/>
				616 A, B, C, D & E NW Shady Circle	5	3,360	7	40	62-120-06-02-00-0-00-000	\$104,378	<input type="checkbox"/>
				618 A, B, C & D NW Shady Circle	4	2,784	7	40	62-120-06-02-00-0-00-000	\$86,485	<input type="checkbox"/>
				620 A & B NW Shady Circle	2	1,676	7	40	62-120-06-02-00-0-00-000	\$52,065	<input type="checkbox"/>
Villas (Duplexes/Triplexes)	6	6,600	\$1,331,880	<b>Lilac Place</b>							
				607 A,B & C NW Lilac Place	3	2,400	4	26	62-120-01-30-00-0-00-000	\$70,632	<input type="checkbox"/>
				615 A & B NW Lilac Place	2	2,184	4	26	62-120-01-30-00-0-00-000	\$64,275	<input type="checkbox"/>
				617 A & B NW Lilac Place	2	2,184	4	26	62-120-01-30-00-0-00-000	\$64,275	<input type="checkbox"/>
Villas (Duplexes/Triplexes)	5	5,500	\$1,109,900	<b>Redbud Drive</b>							
				603A & B NW Redbud Drive	2	1,652	5	26	62-120-01-30-00-0-00-000	\$62,966	<input type="checkbox"/>
				605 A, B, C & D NW Redbud Drive	4	2,784	5	26	62-120-01-30-00-0-00-000	\$106,112	<input type="checkbox"/>
				606 A & B NW Redbud Drive	2	2,072	5	26	62-120-01-30-00-0-00-000	\$78,975	<input type="checkbox"/>
				611 A & B NW Redbud Drive	2	1,600	5	26	62-120-01-30-00-0-00-000	\$60,984	<input type="checkbox"/>
				<b>Subtotal</b>						<b>\$1,180,350</b>	

**Exhibit F**  
**Schedule of Completed Demolition for Annual Statement of Reimbursement**

Proposed New Projects				Units Replaced by New Projects							
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of Units	Sq. ft.	Year	Map Ref. #	Tax Parcel ID #	Total Reimbursable Costs	Demolition Completed
Sun Valley Redevelopment Projects				Sun Valley							
	2	2,600	\$524,680	311 NW Craigmont Drive	1	1,204	3	4	62-120-05-19-00-0-00-000	\$34,778	<input type="checkbox"/>
				401 NW Craigmont Drive	1	991	3	4	62-120-05-19-00-0-00-000	\$28,625	<input type="checkbox"/>
	4	5,600	\$1,130,080	1910 NW Larkspurr	1	1,085	3	5	62-120-07-20-00-0-00-000	\$31,340	<input type="checkbox"/>
				1912 NW Larkspurr	1	987	3	5	62-120-07-20-00-0-00-000	\$28,509	<input type="checkbox"/>
				1916 NW Larkspurr	1	1,026	3	5	62-120-07-20-00-0-00-000	\$29,636	<input type="checkbox"/>
				1918 NW Larkspurr	1	987	3	5	62-120-07-20-00-0-00-000	\$28,509	<input type="checkbox"/>
				1922 NW Larkspurr	1	1,087	3	5	62-120-07-20-00-0-00-000	\$31,398	<input type="checkbox"/>
	1	1,400	\$282,520	1909 NW Larkspurr	1	1,212	3	6	62-120-08-06-00-0-00-000	\$35,009	<input type="checkbox"/>
	9	12,600	\$2,542,680	1904 NW Killarney Lane	1	1,330	5	11	62-130-18-20-00-0-00-000	\$39,867	<input type="checkbox"/>
				1906 NW Killarney Lane	1	1,070	5	11	62-130-18-20-00-0-00-000	\$32,073	<input type="checkbox"/>
				1908 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969	<input type="checkbox"/>
				1910 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969	<input type="checkbox"/>
				1912 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969	<input type="checkbox"/>
				1914 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969	<input type="checkbox"/>
				1916 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969	<input type="checkbox"/>
				1918 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969	<input type="checkbox"/>
				1920 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969	<input type="checkbox"/>
				1922 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969	<input type="checkbox"/>
				1924 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969	<input type="checkbox"/>
				1926 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969	<input type="checkbox"/>
				1928 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969	<input type="checkbox"/>
Subtotal										\$594,405	

**Exhibit F**  
**Schedule of Completed Demolition for Annual Statement of Reimbursement**

Proposed New Projects				Units Replaced by New Projects							Demolition Completed
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of Units	Sq. ft.	Year	Map Ref. #	Tax Parcel ID #	Total Reimbursable Costs	
<b>Sun Valley Redevelopment Projects</b>				<b>Sun Valley</b>							
	11	15,400	\$3,107,720	1930 NW Killarney Lane	1	833	5	11	62-130-18-20-00-0-00-000	\$24,969	<input type="checkbox"/>
				1903 NW Killarney Lane	1	1,079	6	12	62-130-19-11-00-0-00-000	\$32,931	<input type="checkbox"/>
				1905 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	<input type="checkbox"/>
				1907 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	<input type="checkbox"/>
				1909 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	<input type="checkbox"/>
				1911 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	<input type="checkbox"/>
				1913 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	<input type="checkbox"/>
				1915 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	<input type="checkbox"/>
				1917 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	<input type="checkbox"/>
				1919 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	<input type="checkbox"/>
				1921 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	<input type="checkbox"/>
				1923 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	<input type="checkbox"/>
				1925 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	<input type="checkbox"/>
				1927 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	<input type="checkbox"/>
				1929 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	<input type="checkbox"/>
				1931 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	<input type="checkbox"/>
				1933 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	<input type="checkbox"/>
				1935 NW Killarney Lane	1	833	6	12	62-130-19-11-00-0-00-000	\$25,423	<input type="checkbox"/>
	4	6,400	\$1,291,520	201 A, B, C & D NW Shamrock Lane	4	2,806	7	12	62-130-19-11-00-0-00-000	\$87,168	<input type="checkbox"/>
				203 A,B, C & D NW Shamrock Lane	4	2,784	7	12	62-130-19-11-00-0-00-000	\$86,485	<input type="checkbox"/>
	6	6,400	\$1,291,520	200 A, B, C & D NW Shamrock Lane	4	2,904	7	13	62-130-20-01-00-0-00-000	\$90,213	<input type="checkbox"/>
				202 A & B NW Shamrock Lane	2	2,230	7	13	62-130-20-01-00-0-00-000	\$69,275	<input type="checkbox"/>
	7	11,200	\$2,260,160	194 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	<input type="checkbox"/>
				196 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	<input type="checkbox"/>
				198 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	<input type="checkbox"/>
				200 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	<input type="checkbox"/>
				202 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	<input type="checkbox"/>
				204 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	<input type="checkbox"/>
				206 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	<input type="checkbox"/>
				208 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	<input type="checkbox"/>
				210 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	<input type="checkbox"/>
				212 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	<input type="checkbox"/>
				214 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	<input type="checkbox"/>
				216 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	<input type="checkbox"/>
				218 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	<input type="checkbox"/>
				220 NW Craigmont Drive	1	833	8	12	62-130-19-11-00-0-00-000	\$26,331	<input type="checkbox"/>
	6	6,400	\$1,291,520	1911 NW Shamrock Ave	1	833	8	14	62-130-21-01-00-0-00-000	\$26,331	<input type="checkbox"/>
				1913 NW Shamrock Ave	1	833	8	14	62-130-21-01-00-0-00-000	\$26,331	<input type="checkbox"/>
				1915 NW Shamrock Ave	1	833	8	14	62-130-21-01-00-0-00-000	\$26,331	<input type="checkbox"/>
				1917 NW Shamrock Ave	1	833	8	14	62-130-21-01-00-0-00-000	\$26,331	<input type="checkbox"/>
				1919 NW Shamrock Ave	1	833	8	14	62-130-21-01-00-0-00-000	\$26,331	<input type="checkbox"/>
				1921 NW Shamrock Ave	1	833	8	14	62-130-21-01-00-0-00-000	\$26,331	<input type="checkbox"/>
	5	8,000	\$1,614,400	1901 NW Shamrock Ave	1	1,546	9	15	62-130-22-05-00-0-00-000	\$49,712	<input type="checkbox"/>
				1903 A, B, C & D Shamrock Ave	4	2,784	9	15	62-130-22-05-00-0-00-000	\$89,520	<input type="checkbox"/>
				1905 A, B, C & D Shamrock Ave	4	2,784	9	15	62-130-22-05-00-0-00-000	\$89,520	<input type="checkbox"/>
				1907 A, B, C & D Shamrock Ave	4	2,940	9	15	62-130-22-05-00-0-00-000	\$94,536	<input type="checkbox"/>
				1909 A, B, C & D Shamrock Ave	4	2,806	9	15	62-130-22-05-00-0-00-000	\$90,227	<input type="checkbox"/>
<b>Subtotal</b>										<b>\$1,737,948</b>	

**Exhibit F**  
**Schedule of Completed Demolition for Annual Statement of Reimbursement**

Proposed New Projects				Units Replaced by New Projects							Demolition Completed
New Project/Phase	New Units	Sq. Ft.	Cost of New Units	Tear Down Street/Address	Existing # of Units	Sq. ft.	Year	Map Ref. #	Tax Parcel ID #	Total Reimbursable Costs	
<b>Peace Parkway Restoration Project</b>				<b>Peace Parkway</b>							
Duplexes/Triplexes	5	6,000	\$1,210,800	520 B NW Peace Parkway	1	1,092	8	25	62-120-01-27-00-0-00-000	\$34,518	<input type="checkbox"/>
				516 A NW Peace Parkway	1	1,260	8	25	62-120-01-27-00-0-00-000	\$39,829	<input type="checkbox"/>
				604 B NW Peace Parkway	1	1,260	8	25	62-120-01-27-00-0-00-000	\$39,829	<input type="checkbox"/>
				608 B NW Peace Parkway	1	1,260	8	25	62-120-01-27-00-0-00-000	\$39,829	<input type="checkbox"/>
				607 B NW Peace Parkway	1	1,380	8	25	62-120-01-27-00-0-00-000	\$43,622	<input type="checkbox"/>
									<b>Subtotal</b>	<b>\$197,626</b>	
<b>Totals</b>	<b>365</b>	<b>505,727</b>	<b>\$ 90,330,290</b>		<b>526</b>	<b>410,974</b>				<b>\$ 16,504,808</b>	