

**TRANSFeree AGREEMENT**  
(Saint Luke's East Hospital)

**THIS TRANSFeree AGREEMENT** (the "**Transferee Agreement**") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF LEE'S SUMMIT, MISSOURI (the "**City**") and SAINT LUKE'S EAST HOSPITAL, a Missouri nonprofit corporation ("**Transferee**").

RECITALS

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

B. The Property is subject to that certain Redevelopment Agreement for the Blue Parkway and Colbern Road Redevelopment Area between the City, Unity School of Christianity ("**USC**"), Bernell K. Rice ("**Rice**") (USC and Rice are collectively referred to herein as the "**Developer**"), and the Lee's Summit Unity Village Redevelopment Corporation ("**Corporation**"), dated May 1, 2012, and amended on May 17, 2012, on June 27, 2016, and on May 19, 2016, (collectively, the "**Redevelopment Agreement**").

C. Transferee will be the successor in interest to Bernell K. Rice, an individual, with respect to the Property and the Property will not be transferred to the Corporation.

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

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

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

1. Transferee has entered into a purchase contract with Bernell K. Rice, an individual, pursuant to which Transferee will acquire the Property. The Property will not be transferred to the Corporation prior to conveyance to Transferee.

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

3. Except as otherwise provided herein, Transferee acknowledges and agrees that its acquisition of the Property and the transfer of the Property to Transferee is subject in all respects to the Redevelopment Agreement, the requirements of the Redevelopment Plan, the 353 Ordinance, and the rights of the City pursuant to the Redevelopment Agreement, and The Urban Redevelopment Corporations Law (as defined in the Redevelopment Agreement). Transferee and any successor in title to Transferee shall not

assume any existing project development obligations of the Developer to the extent arising under the Blue Parkway and Colbern Road Community Improvement District (the “CID”), the Amended and Restated Cooperative Agreement, dated \_\_\_\_\_, 2023 and as may be amended from time to time (the “Cooperative Agreement”), the Redevelopment Plan or Redevelopment Agreement, including, without limitation, any obligations of the Developer under the CID, the Cooperative Agreement, the Redevelopment Plan or the Redevelopment Agreement to construct any project-related infrastructure or other improvements.

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

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

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

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

[Remainder of page intentionally blank.]

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

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

By: \_\_\_\_\_  
J. Beto Lopez, Mayor

ATTEST:

\_\_\_\_\_  
Trisha Fowler-Arcuri, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

**SAINT LUKE'S EAST HOSPITAL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

TRACT 1:

LOT 12, LEE'S SUMMIT NORTH INDUSTRIAL PARK - SEVENTH PLAT, LOTS 9, 11 & 12, SUBDIVISION IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 2:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 25 AND THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN; THENCE NORTH 02°00'21" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 24.93 FEET TO A POINT THE SOUTHEAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 470, AS NOW ESTABLISHED, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 60°35'40" WEST, ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE, 125.52 FEET TO A POINT 210 FEET RIGHT OF INTERSTATE HIGHWAY 470 STATION 453+00; THENCE SOUTH 54°53'02" WEST, CONTINUING ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE, 402.00 FEET TO A POINT 250 FEET RIGHT OF INTERSTATE HIGHWAY 470 STATION 449+00; THENCE SOUTH 21°06'04" WEST, CONTINUING ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE, 137.26 FEET TO THE NORTHWEST CORNER OF LOT 12, LEE'S SUMMIT NORTH INDUSTRIAL PARK-SEVENTH PLAT, A SUBDIVISION IN SAID LEE'S SUMMIT, JACKSON COUNTY, MISSOURI; THENCE NORTH 29°24'20" WEST, 212.30 FEET; THENCE NORTH 60°35'40" EAST, 631.44 FEET; THENCE SOUTH 29°24'20" EAST, 85.00 FEET TO THE POINT OF BEGINNING.

TRACT 3:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 25 AND THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 48 NORTH, RANGE 32 WEST AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 48 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 02°00'21" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 24.93 FEET TO A POINT THE SOUTHEAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 470, AS NOW ESTABLISHED, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 29°24'20" WEST, 85.00 FEET; THENCE NORTH 60°35'40" EAST, 64.48 FEET TO A POINT ON SAID SOUTHEAST RIGHT-OF-WAY LINE, 125.00 FEET RIGHT OF STATION 454+90; THENCE SOUTH 29°24'20" EAST, ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE, 85.00 FEET TO A POINT 210 FEET RIGHT OF STATION 454+90; THENCE SOUTH 60°35'40" WEST, CONTINUING ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE, 64.48 FEET TO THE POINT OF BEGINNING.