



# Chinnery Evans & Nail, P.C.

Attorneys at Law

November 24, 2025

**VIA E-MAIL TRANSMISSION  
AND CERTIFIED MAIL TO:**

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[ryan.elam@cityofls.net](mailto:ryan.elam@cityofls.net)  
City of Lee's Summit, Missouri  
c/o City Manager  
220 SE Green St.  
Lee's Summit, Missouri 64063

**VIA E-MAIL TRANSMISSION AND  
CERTIFIED MAIL TO:**

[david.bushek@cityofls.net](mailto:david.bushek@cityofls.net)  
City of Lee's Summit, Missouri  
c/o City Attorney  
220 SE Green St.  
Lee's Summit, Missouri

**VIA CERTIFIED MAIL TO:**

Unity School of Christianity  
c/o President  
1901 NW Blue Parkway  
Unity Village, Missouri 64065

**VIA CERTIFIED MAIL TO:**

Bernell K. Rice  
304 NW Victoria Drive  
Lee's Summit, Missouri 64086

**VIA CERTIFIED MAIL TO:**

Blue Parkway and Colbern Road  
Redevelopment Corp.  
c/o City Manager  
City of Lee's Summit, Missouri  
220 SE Green St.  
Lee's Summit, Missouri 64063

Re: Real Estate Contract – Lee's Summit R-7 School District and Unity Realty, LLC;  
*dated 10/16/2025*

To Whom It May Concern:

Please be advised that the Lee's Summit R-7 School District (the "District") and Unity Realty, LLC ("Unity") are parties to a Commercial Real Estate Contract (the "Contract") dated October 16, 2025. The District and Unity are currently in the phase of due diligence. Pursuant to the Contract, the property intended to be purchased is part of an existing Redevelopment Area as defined in a Redevelopment Agreement, as amended, dated May 1, 2012 (the "Agreement"). It is presumed that Unity is a successor or of the Unity School of Christianity with respect to the property defined in the Agreement that is subject to thereto. To the extent that is incorrect, this correspondence is subject to revision.

Pursuant to Article 5 of the Agreement, the Developer (defined therein as Bernell K. Rice and Unity School of Christianity) is required to first obtain a fully executed Transferee Agreement in accordance with Section 5.01.C of the Agreement. Furthermore, the Agreement restricts the sale, transfer, or conveyance, without the City of Lee's Summit, Missouri's ("City") approval, of any portion of property as defined therein to an entity that is exempt, or may claim exemption, from real property taxes, such as the District. Furthermore, this aforementioned transfer is subject to

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the City's written approval and the execution of a separate agreement between the District and City, providing for an:

“annual payment of an amount equal to the CID Special Assessments imposed by the CID which otherwise would be paid in regard to such property by such Restricted Entity for each of the years remaining in the Restricted Period, or such lesser amount as approved by the City.”

For purposes of this correspondence, the aforementioned annual payment shall be referred to as the “Annual Payment.” At this time, the District is formally requesting from the City:

1. The written approval of the sale and transfer of the property as defined in the Contract, and
2. A full and complete waiver, in perpetuity (as only applied to the District, and its successors or assigns, *and not* an unrelated third-party), of the Annual Payment by the District.

It is the District's understanding that in order to consider the above requests, the City is required to place these requests on the agenda for consideration of the City Council for the City. The District would request that this request be placed on the agenda for consideration by the City Council as soon as reasonably possible in order that both the District and Unity can adequately adhere with the due diligence timelines as contained in the Contract.

Thank you for your consideration in receipt of this correspondence, and if the City needs any documentation from the District, please do not hesitate to request the same.

Regards,

CHINNERY EVANS & NAIL, P.C.



Casey G. Crawford  
For the Firm

cc: Dr. Steve Shelton - [steve.shelton@lsr7.net](mailto:steve.shelton@lsr7.net)  
David Bushek (City Attorney) - [david.bushek@cityofls.net](mailto:david.bushek@cityofls.net)  
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