

**FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT
FOR THE JOHN KNOX VILLAGE CHAPTER 353 DEVELOPMENT PLAN (2015)**

THIS **FIRST AMENDMENT** is entered into this ____ day of _____, 2017, by and between the **CITY OF LEE'S SUMMIT, MISSOURI**, a municipal corporation (the "**City**"), **JOHN KNOX VILLAGE REDEVELOPMENT CORPORATION**, a corporation duly organized and existing pursuant to the Urban Redevelopment Corporations Law of Missouri ("**Redeveloper**") and **JOHN KNOX VILLAGE, LEE'S SUMMIT, MISSOURI**, a Missouri nonprofit corporation ("**Village**").

WITNESSETH:

WHEREAS, on August 6, 2015, the City Council adopted Ordinance No. 7678 approving the John Knox Village Chapter 353 Development Plan (the "**2015 Development Plan**") and directing the City to enter into a Redevelopment Agreement among the City of Lees Summit, the John Knox Village Redevelopment Corporation and John Knox Village, which agreement was thereafter executed by the parties and is dated August 6, 2015 (the "**2015 Redevelopment Agreement**");

WHEREAS, the Parties to the 2015 Redevelopment Agreement now desire to amend the 2015 Redevelopment Agreement to clarify when tax abatement will start for parcels that are transferred to the Redevelopment Corporation, and to clarify that real property which receives tax abatement pursuant to the Chapter 353 Redevelopment Plan for the Courtyard redevelopment projects that was approved by the City in 2004 is not intended to be abated pursuant to the 2015 Development Plan.

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

Section 1. The 2015 Redevelopment Agreement is hereby amended as follows, with deletions shown in the strike-through format and additions shown in bold and double-underlined format:

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. Notwithstanding anything contained in this Agreement to the contrary, each Redevelopment Project, as defined in the Chapter 353 Redevelopment Contract among the City of Lee's**

Summit, Missouri, John Knox Village Redevelopment Corporation, and John Knox Village, Lee's Summit, Missouri dated as May 26, 2004, as amended (the "Courtyard Redevelopment Agreement"), shall only be eligible for tax abatement pursuant to Section 9 of the Courtyard Redevelopment Agreement.

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~~ **commencing as of the date on** 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, **for taxes due and payable during the calendar year preceding the calendar year during which** ~~at the time of transfer to~~ the Redevelopment Corporation **acquired title to such real property.** 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.~~

Section 2. Except as set forth above, the remainder of the 2015 Redevelopment Agreement shall remain unchanged and in full force and effect.

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**JOHN KNOX VILLAGE REDEVELOPMENT
CORPORATION**

By: _____

Name: _____

Title: _____

[SEAL]

ATTEST:

Name: _____
Title: Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2017, 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 _____, 2017, 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