

REDEVELOPMENT AGREEMENT
FOR THE
BLUE PARKWAY AND COLBERN ROAD REDEVELOPMENT AREA
BY AND AMONG
CITY OF LEE'S SUMMIT, MISSOURI
AND
UNITY SCHOOL OF CHRISTIANITY
AND
BERNELL K. RICE
AND
BLUE PARKWAY AND COLBERN ROAD REDEVELOPMENT CORPORATION

May 1, 2012

REDEVELOPMENT AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
Recitals	1

**ARTICLE I
INCORPORATED ITEMS; DEFINITIONS; EXHIBITS**

Section 1.01	Items Incorporated into this Agreement; Coordination with Redevelopment Plan	1
Section 1.02	Definitions	1
Section 1.03	Exhibits	3

**ARTICLE 2
REDEVELOPMENT PROJECTS**

Section 2.01	Redevelopment Projects	3
Section 2.02.	Special Assessments	3
Section 2.03	Certificate of Substantial Completion.....	3
Section 2.04	Removal of Blight.....	3
Section 2.05	Reserved.....	4
Section 2.06	Redevelopment Projects Maintenance.....	4
Section 2.07	Changes.....	4
Section 2.08	City Access to Redevelopment Projects	4
Section 2.09	Use Limitation	4

**ARTICLE 3
FORCE MAJEURE**

Section 3.01	Force Majeure	4
Section 3.02	Extensions.....	4

**ARTICLE 4
TAX ABATEMENT AND PAYMENTS IN LIEU OF TAXES**

Section 4.01	Tax Abatement	5
--------------	---------------------	---

**ARTICLE 5
TRANSFER OF THE REDEVELOPMENT AREA**

Section 5.01	USC's Ability to Transfer the Redevelopment Area	6
--------------	--	---

**ARTICLE 6
DEFAULT AND REMEDIES**

Section 6.01	Default and Remedies	6
--------------	----------------------------	---

ARTICLE 7
GENERAL PROVISIONS

Section 7.01	Modifications; Successors and Assigns	7
Section 7.02	Term of Agreement	7
Section 7.03	Representatives Not Personally Liable	7
Section 7.04	Indemnification and Hold Harmless	8
Section 7.05	Notice.....	8
Section 7.06	Severability	9
Section 7.07	Headings	9
Section 7.08	Recording of Agreement.....	9
Section 7.09	Governing Law	9
Section 7.10	Counterparts.....	9
	Signatures.....	10
	Notary Blocks	11

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the "**Agreement**") is made and entered into effective as of the 1st day of May, 2012, by and between the **CITY OF LEE'S SUMMIT, MISSOURI** ("**City**"), a Missouri municipal corporation, the **UNITY SCHOOL OF CHRISTIANITY** ("**USC**"), a Missouri corporation, **BERNELL K. RICE** ("**Rice**") (USC and Rice are collectively referred to herein as the "**Developer**") and the **BLUE PARKWAY AND COLBERN ROAD REDEVELOPMENT CORPORATION** ("**Corporation**"), a Missouri urban redevelopment corporation, for the implementation of the Chapter 353 Redevelopment Plan for the Blue Parkway and Colbern Road Redevelopment Area.

RECITALS

- A. The City Council of the City has enacted into law Ordinance No. 7164 approving the Chapter 353 Redevelopment Plan for the Blue Parkway and Colbern Road Redevelopment Area (hereafter "*Redevelopment Plan*").
- B. Corporation, a corporation formed under The Urban Redevelopment Corporations Law and in good standing in the State of Missouri, has represented that it has the necessary expertise, skill and ability to carry out the commitments contained in this Agreement.
- C. Developer is the current owner of the real estate which is located within the Redevelopment Area (defined below).

NOW, THEREFORE, for and in consideration of the foregoing Recitals (which are incorporated into this Agreement as an integral part hereof) and the promises, covenants and agreements contained herein, the City, Developer, and Corporation do hereby agree as follows:

ARTICLE I INCORPORATED ITEMS; DEFINITIONS; EXHIBITS

Section 1.01 Items Incorporated into this Agreement; Coordination with Redevelopment Plan. The provisions of The Urban Redevelopment Corporations Law are hereby incorporated herein by this reference thereto and made in whole a part of this Agreement. To the extent that any of the provisions of this Agreement shall conflict with any of the provisions of the Redevelopment Plan (defined below) the provisions of this Agreement shall control and govern.

Section 1.02 Definitions. In addition to the terms defined elsewhere in this Agreement and in the Redevelopment Plan, the following capitalized words and terms shall have the following meanings:

"**15-Year Period**" shall have the meaning set forth in Section 4.01.B. of this Agreement.

"**Affiliate**" shall mean any entity which is controlled by the Corporation or its principals.

"**Agreement**" shall mean this Redevelopment Agreement.

"**Authorizing Ordinance**" shall mean Ordinance No. 7164 adopted by the City on March 22, 2012.

“**Building Permit**” shall mean any and all demolition, grading and/or building permits required by the Lee’s Summit City Code to construct all or any portion of the Redevelopment Projects.

“**Certificate of Substantial Completion**” shall mean the Certificate of Substantial Completion attached hereto as Exhibit D, to be delivered by the Corporation or its assignee and, upon approval thereof, accepted by the City in accordance with Section 2.03 of this Agreement.

“**CID**” shall have the meaning set forth in Section 2.02 of this Agreement.

“**CID Act**” shall have the meaning set forth in Section 2.02 of this Agreement.

“**CID Special Assessments**” shall have the meaning set forth in Section 2.02 of this Agreement.

“**City Council**” shall mean the City Council of the City.

“**City Manager**” shall mean the City Manager of the City.

“**County Assessor**” shall mean the County Assessor of Jackson County, Missouri.

“**Effective Date**” shall mean the effective date of this Agreement, which shall be the date written above on page 1.

“**Mayor**” shall mean the Mayor of the City of Lee’s Summit, Missouri.

“**Phase 1 Property**” shall mean the portion of the Redevelopment Area labeled as “Phase 1” on Exhibit A.

“**PILOTS**” shall mean payments in lieu of taxes as allowed by Section 353.110.4 of the Revised Statutes of Missouri, as amended (the “**RSMo**”).

“**Redevelopment Area**” shall mean all of the real property located within and comprising the Redevelopment Area as shown on the perimeter boundary depiction set forth in Exhibit A and as more particularly described on Exhibit B attached hereto, upon which the Redevelopment Projects will be constructed pursuant to this Agreement.

“**Redevelopment Plan**” shall mean the Chapter 353 Redevelopment Plan for the Blue Parkway and Colbern Road Redevelopment Area approved by the City pursuant to the Authorizing Ordinance, a copy of which Redevelopment Plan is attached hereto as Exhibit C.

“**Redevelopment Projects**” shall mean the projects to be constructed by the Corporation or its assignee in the Redevelopment Area pursuant to the Redevelopment Plan.

“**Restricted Entity**” shall have the meaning set forth in Section 5.01.B, of this Agreement.

“**Restricted Period**” shall have the meaning set forth in Section 5.01.B, of this Agreement.

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

“**Sale**” shall have the meaning set forth in Section 5.01.A, of this Agreement.

“**The Urban Redevelopment Corporations Law**” shall mean Chapter 353, RSMo.

“**Developer Event of Default**” shall have the meaning set forth in Section 6.01.A. of this Agreement.

Section 1.03 Exhibits. The following exhibits are attached to and incorporated into this Agreement:

- Exhibit A Redevelopment Area Depiction
- Exhibit B Legal Description of the Redevelopment Area
- Exhibit C Redevelopment Plan
- Exhibit D Form of Certificate of Substantial Completion
- Exhibit E Form of Transferee Agreement

ARTICLE 2 REDEVELOPMENT PROJECTS

Section 2.01 Redevelopment Projects. Subject to the terms and conditions of this Agreement, Developer shall provide for the transfer of all tracts within the Redevelopment Area to Corporation. Corporation shall re-convey said tracts back to Developer or, at Developer’s election, to the third parties identified by Developer as part of a Sale (as defined in Article 5 below). Developer, or its successors and assigns, will develop, construct and operate the Redevelopment Projects in accordance with the Redevelopment Plan and all applicable federal, state and local laws, rules, regulations and ordinances. Failure to develop, construct and operate the Redevelopment Projects in conformance with the Redevelopment Plan may cause the revocation of tax abatement pursuant to Article 6 of this Agreement.

Section 2.02. Special Assessments. Developer has caused the formation of a community improvement district (“**CID**”) in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571, RSMo (the “**CID Act**”). The boundaries of the CID include all of the Redevelopment Area. The CID will impose special assessments within the Redevelopment Area as described in the petition for formation of the CID (the “**CID Special Assessments**”). Under no circumstance will the CID Special Assessments be repealed or revoked for any of the Phase 1 Property, except as provided in the petition for formation of the CID.

Section 2.03 Certificate of Substantial Completion. After substantial completion of construction of each of the Redevelopment Projects (or a portion of a Redevelopment Project constructed on a tract within the Redevelopment Area) in accordance with the Redevelopment Plan, the Corporation may deliver to the City a Certificate of Substantial Completion for each of the Redevelopment Projects (or a portion of a Redevelopment Project constructed on a tract within the Redevelopment Area) in substantially the form attached hereto as Exhibit D. Upon acceptance thereof (which shall not be unreasonably withheld, conditioned or delayed), the City shall sign the Certificate of Substantial Completion. The City may issue any and all appropriate certificates of occupancy in accordance with the City’s ordinances, even if the City has not yet accepted the Certificate of Substantial Completion.

Section 2.04 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 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 Corporation or any of the Corporation's successors in title shall acquire title subject to this obligation insofar as it pertains to the land so acquired.

Section 2.05 Reserved.

Section 2.06 Redevelopment Projects Maintenance. Upon the City's acceptance of a Certificate of Substantial Completion of the Redevelopment Projects and 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 any delay caused by force majeure as provided in Article 3 hereof), maintain or cause to be maintained the buildings and improvements within the Redevelopment Area which it owns in a good state of repair and in conformity with applicable state and local laws, ordinances, and regulations.

Section 2.07 Changes. 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 Projects.

Section 2.08 City Access to Redevelopment Projects. Developer shall cooperate with and permit access at all reasonable times upon reasonable prior notice to the Redevelopment Area and the Redevelopment Project by all authorized City representatives.

Section 2.09 Use Limitation. Developer and the Corporation covenant that the uses in the Redevelopment Area shall at all times be in accordance with the Redevelopment Plan and the zoning and subdivision approvals granted by the City, and all conditions thereof, for the Redevelopment Area.

**ARTICLE 3
FORCE MAJEURE**

Section 3.01 Force Majeure. Notwithstanding anything to the contrary contained herein, in the Redevelopment Plan or in the Authorizing Ordinance, the time periods provided for herein shall be extended by the number of days of delay caused by actions or events beyond the control of Developer, including acts of God, labor disputes, strikes, lockouts, civil disorder, war, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for Developer to proceed with the construction of the Redevelopment Projects, shortage or delay in the shipment of material or fuel, governmental action, fire, unusually adverse weather conditions, wet soil conditions, unavoidable casualties, litigation involving the exercise of the power of eminent domain or contesting the acquisition of the Redevelopment Area or the designation of the Redevelopment Area as blighted, or any causes beyond Developer's reasonable control, or by any other cause which the City Manager determines may justify the delay; provided that Developer notifies the City in writing within thirty (30) days of the commencement of any of the foregoing events, and provided that (1) any such occurrences or events shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and (2) this paragraph shall not serve to extend the tax abatement period beyond the initial ten year, second fifteen year, and aggregate twenty-five year tax abatement periods provided in the Act.

Section 3.02 Extensions. In addition to any extension permitted pursuant to Section 3.01 of this Agreement, the times within which development activities are to commence or be completed may, upon written request from Developer, be extended by the City upon approval of same by its City Council, in the City Council's sole discretion.

ARTICLE 4
TAX ABATEMENT AND PAYMENTS IN LIEU OF TAXES

Section 4.01 Tax Abatement. The tax abatement provided in this section shall be as follows:

A. First Ten (10) Years. The real property in the Redevelopment Area 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 Corporation first becomes the record owner of each tract. 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 Corporation and used in accordance with this Redevelopment Plan, or the successor in interest to any such property shall continue to use, operate and maintain such real property in accordance with this Redevelopment Plan. 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 Corporation acquired title to any tract within the Redevelopment Area shall be paid to the taxing districts in accordance with The Urban Redevelopment Corporations Law.

B. Second Fifteen (15) Years. For the next ensuing period of fifteen (15) years (the “**15-Year Period**”), ad valorem taxes upon each tract within the Redevelopment Area shall be measured by the assessed valuation thereof as determined by the County Assessor upon the basis of not to exceed fifty percent (50%) of the true value of such real property, including any improvements thereon, nor shall such valuations be increased over fifty percent (50%) of the true value of such real property from year to year during the 15-Year Period, so long as such tract is owned by the Corporation and used in accordance with this Redevelopment Plan, or the successor in interest to any such tract shall continue to use, operate and maintain such tract in accordance with this Redevelopment Plan.

C. Abatement Contingent upon Compliance with Redevelopment Plan. The tax relief provided in this section shall be contingent upon the Developers’, or their successors’ and assigns’, compliance with the Redevelopment Plan and this Agreement, and shall apply to general ad valorem taxes only and shall not be deemed or construed to exempt the Corporation, Developer or their successors in interest, in whole or in part, from 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, including the CID Special Assessments imposed by the CID.

D. Expiration of Abatement. The real property comprising each of the Redevelopment Project Areas within 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, upon the earlier to occur of the following: (i) the costs of the Redevelopment Project Public Improvements, plus interest, associated with each Redevelopment Project Area, as described in the Redevelopment Plan, have been paid in full with the revenue generated by the CID Special Assessments imposed within each Redevelopment Project Area, or (ii) the expiration of the twenty-five (25) year period of abatement.

E. PILOTS. During each year for a period of ten (10) years after the date upon which the Corporation acquires title to a tract within the Redevelopment Area, an annual payment in lieu of taxes (“**PILOTS**”) shall be paid to the taxing districts by the owner of each tract transferred to the Corporation in an amount equal to fifty percent (50%) of the taxes that would have been due and payable based on the assessed valuation of the land and improvements, in the absence of the tax abatement provided in this Section 4.01, and less any taxes actually paid pursuant to Section 4.01.A, above. During the 15-Year Period, no PILOTS shall be required.

ARTICLE 5
TRANSFER OF THE REDEVELOPMENT AREA

Section 5.01 Developer's Ability to Transfer the Redevelopment Area.

A. Sale to Third Party. If Developer proposes to sell, lease, assign, transfer, convey and/or otherwise dispose (hereinafter collectively referred to as a "Sale") any portion of the Redevelopment Area, Developer shall first obtain a fully executed Transferee Agreement in accordance with Section 5.01.C. In the event of such a Sale, all rights and obligations of Corporation hereunder with respect to the subject property, including those concerning tax abatement, shall transfer to the transferee.

B. Restriction on Transfer of Phase 1 Property to Tax-Exempt Entities. No sale, transfer or other conveyance of any portion of the Phase 1 Property may be made to an entity that may claim exemption, or is exempt, from real property taxes for all or any portion of any parcel of the Phase 1 Property (a "**Restricted Entity**") as long as the CID Special Assessments are being imposed by the CID in order to generate revenue to reimburse the City for its funding of the Redevelopment Project 1 Public Improvements (as that term is defined in the Redevelopment Plan) (the "**Restricted Period**") without the prior written approval of the City. In the event that Developer or its successors and assigns in the Phase 1 Property seeks to transfer any portion of the Phase 1 Property to a Restricted Entity during the Restricted Period, such transfer may only occur upon the prior written approval of the City, which approval shall not be unreasonably withheld, and upon the prior execution of a separate agreement between the purchasing Restricted Entity and the City which provides for the 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. This requirement shall be a covenant running with the land and shall be enforceable for such period as if such purchaser, transferee or possessor thereof were originally a party to and bound by the Agreement.

C. Transferee Agreement. In the event of each transfer of property in the Redevelopment Area pursuant to Section 5.01.A., 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 E. 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 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 an accordance with Exhibit E shall be deemed to impose any rights, duties or obligations that are not imposed pursuant to this Agreement. A transferee agreement in compliance with the form attached as Exhibit E may be executed by the Mayor without further action or approvals by the City Council. Changes to a proposed transferee agreement shall require approval of the City Council before such transferee agreement may be executed by the Mayor.

ARTICLE 6
DEFAULT AND REMEDIES

Section 6.01 Default and Remedies.

A. Event of Default. It shall constitute a "**Developer Event of Default**" if Developer, or its successors or assigns, fails to timely perform, in material respects, any obligation or covenant of Developer under this Agreement, and such failure is not cured to the City's reasonable satisfaction within fifteen (15) days after the City gives Developer, or its successors or assigns, written notice thereof, or if it

cannot reasonably be cured within fifteen (15) days, Developer, or its successors or assigns, is not diligently proceeding to cure same. Upon the occurrence of a Developer Event of Default respecting any portion of the Redevelopment Area which is still owned by Developer at the time of the Developer Event of Default, this Agreement shall be terminated with respect to all portions of the Redevelopment Area which have not been the subject of a Sale in accordance with Section 5.01.A. Upon the occurrence of a Developer Event of Default respecting any portion of the Redevelopment Area which is no longer owned by Developer at the time of the Developer Event of Default, this Agreement shall be terminated with respect to that portion of the Redevelopment Area which was the subject of the Sale.

B. Full Assessment. Upon termination of this Agreement pursuant to this section, 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.

C. CID Special Assessments. In the event this Agreement is terminated prior to the full term of the Agreement set forth in Section 7.02 based on a Developer Event of Default with respect to any portion of the Phase 1 Property, and any portion of the Phase 1 Property becomes subject to assessment and payment of ad valorem taxes, the CID Special Assessments imposed on the Phase 1 Property shall not be repealed or otherwise terminated and shall remain in full force and effect.

ARTICLE 7 GENERAL PROVISIONS

Section 7.01 Modifications; Successors and Assigns. The terms, conditions and provisions of this Agreement and of the Redevelopment Plan shall not be modified or amended except by mutual agreement in writing between the City, Developer, and Corporation. This Agreement shall be binding upon and inure to the benefit of the City, Developer, and Corporation and their respective successors and assigns; provided, however, Developer may not assign its rights under this Agreement except in conjunction with a Sale in accordance with the provisions of Section 5.01 hereof, and then only if the proposed assignee and/or transferee thereof shall execute a transferee agreement in substantial compliance with the form attached as Exhibit E, wherein the transferee expressly assumes all obligations of Corporation hereunder.

Section 7.02 Term of Agreement. This Agreement shall remain in full force and effect for so long as any portion of the real property comprising and located within the Redevelopment Area is or could be subject to abatement of general ad valorem taxes pursuant to Section 4.01 hereof and upon the expiration of such period for all parcels in the Area this Agreement shall terminate. The rights and privileges given to Developer and Corporation by this Agreement and the duties and obligations imposed on Developer and Corporation shall apply only to the Redevelopment Projects described in the Redevelopment Plan. Notwithstanding anything herein to the contrary, any liability of Developer to the City accruing prior to the termination of this Agreement and remaining unsatisfied at the time of such termination, shall continue and remain actionable beyond such date of termination.

Section 7.03 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to Corporation in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

Section 7.04 Indemnification and Hold Harmless. The indemnification and covenants contained in this Section 7.04 shall survive expiration or earlier termination of this Agreement.

A. Notwithstanding anything herein to the contrary, the City shall not be liable to Developer or Corporation for damages or otherwise in the event that all or any part of The Urban Redevelopment Corporations Law, the Authorizing Ordinance and/or any other ordinance of the City adopted in connection with this Agreement or the Redevelopment Plan or affecting the proposed Redevelopment Projects shall be 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.

B. Developer hereby agrees that, anything to the contrary herein notwithstanding, it will defend, indemnify and hold harmless the City and the Corporation, and their governing body members, officers, agents, servants and employees against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including attorneys' fees and court costs) resulting from, arising out of, or in any way connected with (i) a Developer Event of Default, (ii) the negligence or intentional misconduct of Developer, its employees, agents, contractors, or subcontractors, (iii) design, engineering or construction of any public improvements by or at the direction of Developer within the Redevelopment Area, or (iv) the presence of hazardous wastes, hazardous materials or other environmental contaminants on any property within the Redevelopment Area. In the event that the validity or construction of The Urban Redevelopment Corporations Law, the Authorizing Ordinance and/or any other ordinance of the City adopted in connection with this Agreement or the Redevelopment Plan or affecting the proposed Redevelopment Projects are contested in court, the City and the Corporation shall be defended, held harmless and indemnified by Developer 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 Developer shall pay any monetary judgment and all court costs rendered against the City or the Corporation, if any. Notwithstanding the foregoing terms of this Section 7.04.B., Developer shall have no obligation to defend, hold harmless or indemnify the City with respect to any matter or expense resulting from or arising out of the negligence or willful misconduct of the City and/or its elected and/or appointed officers, governing body, members, servants, employees, agents, contractors or subcontractors.

C. The City and the Corporation, and their governing body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be within the Redevelopment Area, or to the construction of the Redevelopment Projects, except for matters arising out of the willful misconduct or negligence of the City and the Corporation or their governing body members, officers, agents, servants, employees, contractors or subcontractors.

Section 7.05 Notice. Whenever notice or other communication is called for herein to be given or is otherwise given pursuant hereto, it shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

If to the City:	City Manager City of Lee's Summit, Missouri 220 SE Green Street Lee's Summit, MO 64063
With a copy to:	City Attorney City of Lee's Summit, Missouri 220 SE Green Street Lee's Summit, MO 64063

If to the Corporation:	Blue Parkway and Colbern Road Redevelopment Corporation c/o City Manager City of Lee's Summit, Missouri 220 SE Green Street Lee's Summit, MO 64063
If to the USC:	Unity School of Christianity c/o President 1901 Northwest Blue Parkway Unity Village, MO 64065
If to the Rice:	Bernell K. Rice 304 NW Victoria Drive Lee's Summit, MO 64086

All said notices by mail shall be deemed given on the day of deposit in the mail. A change of designated officer or address may be made by a party by providing written notice of such request to the other party.

Section 7.06 Severability. The provisions of this Agreement shall be deemed severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provision that it cannot be presumed that the parties hereto would have agreed to the valid provisions of this Agreement, or unless the court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the contracting parties' intent.

Section 7.07 Headings. The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or any provision hereof.

Section 7.08 Recording of Agreement. This Agreement shall be recorded by the Corporation in the real property records of Jackson County, Missouri at its sole expense, and the rights and obligations set forth herein shall be a covenant running with the Redevelopment Area throughout the term of this Agreement. No building permit shall be issued for any structure in the Redevelopment Area until proof of such recording has been provided to the City.

Section 7.09 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Missouri.

Section 7.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally blank.]

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

CITY:

CITY OF LEE'S SUMMIT, MISSOURI


By: 
City Manager

ATTEST:

City Clerk

CORPORATION:

BLUE PARKWAY AND COLBERN ROAD
REDEVELOPMENT CORPORATION

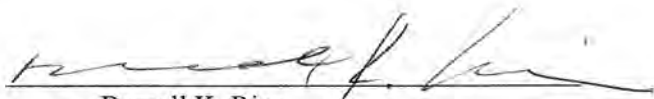
By: 
Brian Scott, President

USC:

UNITY SCHOOL OF CHRISTIANITY

By: _____
Charlotte Shelton, President and CEO

RICE:


Bernell K. Rice

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

CITY:

CITY OF LEE'S SUMMIT, MISSOURI

By: 
City Manager

ATTEST:

City Clerk

CORPORATION:

LEE'S SUMMIT UNITY VILLAGE
REDEVELOPMENT CORPORATION

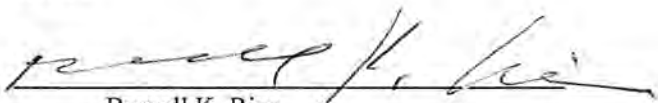
By: _____
_____, President

USC:

UNITY SCHOOL OF CHRISTIANITY

B/S By: 
Charlotte Shelton, President and CEO

RICE:


Bernell K. Rice

Notary for City of Lee's Summit

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

BE IT REMEMBERED, that on this 1 day of May, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen A. Arbo, the City Manager of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Jina M. McPherson-Bellamy
NOTARY PUBLIC
Jina M. McPherson-Bellamy

My Commission Expires: 4/3/2016

[SEAL]



JINA M. MCPHERSON-BELLAMY
My Commission Expires
April 3, 2016
Jackson County
Commission #12479932

Notary for Blue Parkway and Colbern Road Redevelopment Corporation

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

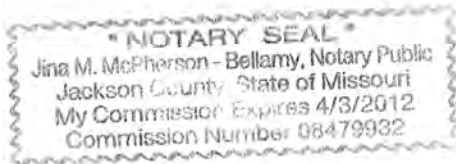
BE IT REMEMBERED, that on this 26 day of March, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brian Scott, the President of the Blue Parkway and Colbern Road Redevelopment Corporation, a Missouri urban redevelopment corporation, who is personally known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Jina M. McPherson-Bellamy
NOTARY PUBLIC
Jina M. McPherson-Bellamy

My Commission Expires:

[SEAL]



Notary for Unity School of Christianity


STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

BE IT REMEMBERED, that on this 18th day of April, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charlotte Shelton, the President and CEO of Unity School of Christianity, a Missouri corporation, who is personally known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Sandra L Meyer
NOTARY PUBLIC

My Commission Expires:

[SEAL]  **SANDRA L MEYER**
My Commission Expires
July 29, 2013
Jackson County
Commission #09403728

Notary for Bernell K. Rice

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

On this 26 day of April, 2012, before me, the undersigned notary public, personally appeared Bernell K. Rice, known to me to be the person whose name is subscribed to within the instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

Jina M. McPherson-Bellamy
Notary Public
Jina M. McPherson-Bellamy



JINA M. MCPHERSON-BELLAMY
My Commission Expires
April 3, 2016
Jackson County
Commission #12479932

EXHIBIT A
REDEVELOPMENT AREA DEPICTION

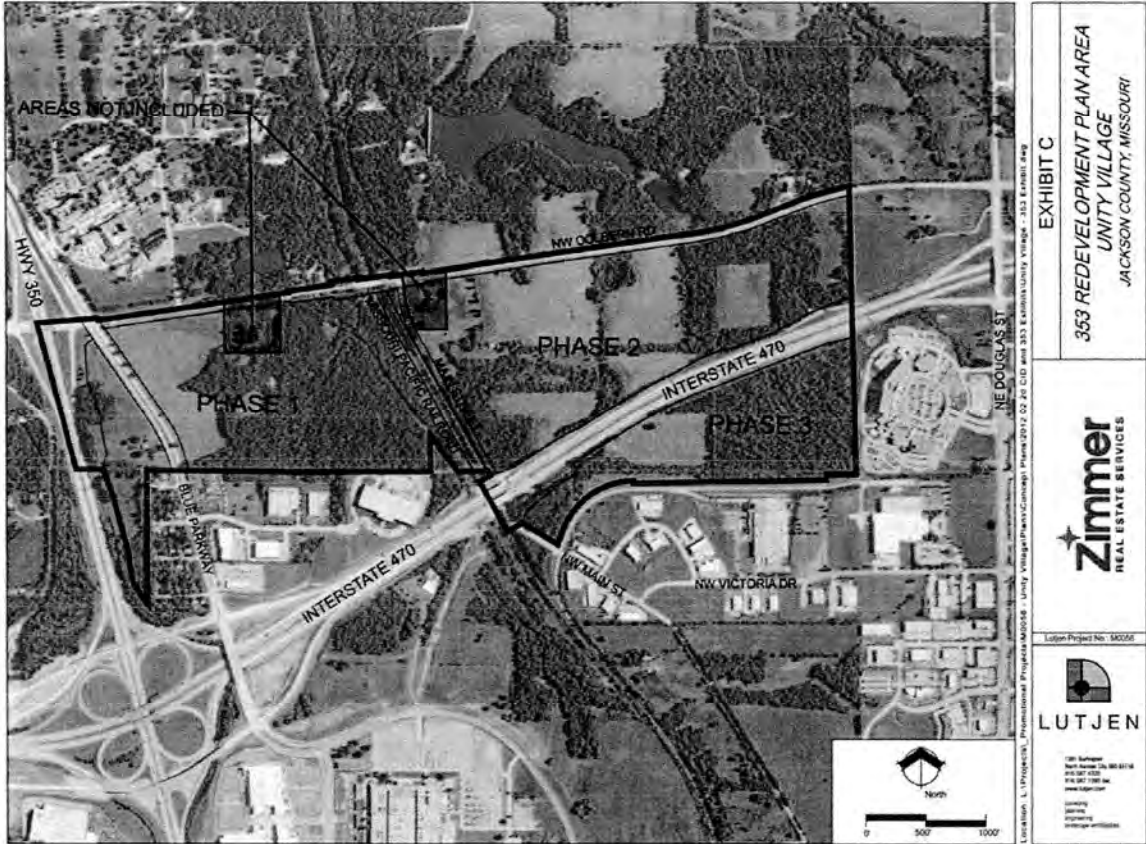


EXHIBIT C
353 REDEVELOPMENT PLAN AREA
UNITY VILLAGE
JACKSON COUNTY, MISSOURI

Zimmer
REAL ESTATE SERVICES

LUTJEN

Lutjen Project No. 140055

1201 S. Highway
North Kansas City, MO 64114
816.287.1100
816.287.1100 fax
www.lutjen.com

Landmark
Map
Aerial
Photography

EXHIBIT B

LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA

A tract of land in the Southwest Quarter and the Southeast Quarter of Section 25, the Southwest Quarter of Section 30 and the Northwest Quarter and the Northeast Quarter of Section 36, all in Township 48 North, Range 32 West of the 5th Principal Meridian and the Northwest Quarter of Section 31, Township 48 North, Range 31 West of the 5th Principal Meridian in the City of Unity Village and the City of Lee's Summit, Jackson County, Missouri being bounded and described as follows: Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 25, said corner also being the Northwest corner of "UNITY GARDENS", a subdivision of land in said Lee's Summit; thence South $02^{\circ}34'25''$ West, along the West line of said "UNITY GARDENS", 1,221.14 feet to a point on the Northeasterly right-of-way line of Missouri Highway 50, as now established; thence Northwesterly, along said Northeasterly right-of-way line, on a curve to the right, having an initial tangent bearing of North $40^{\circ}45'36''$ West with a radius of 683.94 feet, a central angle of $21^{\circ}47'10''$ and an arc distance of 260.06 feet; thence North $05^{\circ}30'24''$ West, continuing along said Northeasterly right-of-way line, 79.18 feet; thence North $06^{\circ}48'45''$ West, continuing along said Northeasterly right-of-way line, 206.37 feet; thence North $12^{\circ}22'26''$ West, continuing along said Northeasterly right-of-way line, 500.00 feet; thence North $16^{\circ}37'05''$ West, continuing along said Northeasterly right-of-way line, 260.32 feet to a point on the South line of the Southwest Quarter of the Southwest Quarter of said Section 25; thence North $86^{\circ}17'42''$ West, along said South line, 251.68 feet; to a point on the West edge of the Southbound lane of Missouri Highway 50, as now established; thence North $11^{\circ}31'45''$ West, along said West edge 395.76 feet; thence North $11^{\circ}58'04''$ West, continuing along said West edge, 286.03 feet; thence North $11^{\circ}25'25''$ West, continuing along said West edge, 425.61 feet; thence North $11^{\circ}46'03''$ West, continuing along said West edge, 285.83 feet; thence North $88^{\circ}11'21''$ East, 547.44 feet to a point on the East right-of-way line of Blue Parkway, as now established; thence South $28^{\circ}02'40''$ East, along said East right-of-way line, 22.81 feet to a point on the North right-of-way line of NE Colbern Road, as now established; thence North $84^{\circ}44'25''$ East, along said North right-of-way line, 1,771.34 feet; thence North $05^{\circ}15'35''$ West, continuing along said North right-of-way line, 15.00 feet; thence North $84^{\circ}44'25''$ East, continuing along said North right-of-way line, 400.00 feet; thence North $05^{\circ}15'35''$ West, continuing along said North right-of-way line, 30.00 feet; thence North $84^{\circ}44'25''$ East, continuing along said North right-of-way line, 250.00 feet; thence South $05^{\circ}15'35''$ East, continuing along said North right-of-way line, 15.00 feet; thence North $84^{\circ}44'25''$ East, continuing along said North right-of-way line, 300.00 feet; thence South $05^{\circ}15'35''$ East, continuing along said North right-of-way line, 15.00 feet; thence North $84^{\circ}44'25''$ East, continuing along said North right-of-way line, 300 feet; thence South $05^{\circ}15'35''$ East, continuing along said North right-of-way, 15.00 feet; thence North $84^{\circ}44'25''$ East, continuing along said North right-of-way, 2,519.90 feet; thence Easterly, continuing along said North right-of-way, on a curve to the left, being tangent to the last described course with a radius of 2,824.93 feet, a central angle of $12^{\circ}44'58''$ and an arc distance of 628.60 feet; thence North $71^{\circ}59'27''$ East, continuing along said North right-of-way, 377.80 feet; thence Easterly, continuing along said North right-of-way, along a curve to the right, being tangent to the last described course with a radius of 2,904.93 feet, a central angle of $09^{\circ}55'57''$ and an arc distance of 503.58 feet to a point on the East line of said Southwest Quarter; thence South $01^{\circ}36'59''$ West, along said East line, 2,644.06 feet to the Southeast corner of said Southwest Quarter, said corner also being a point on the North line of "LEE'S SUMMIT NORTH INDUSTRIAL PARK, FIRST PLAT", a subdivision in said Lee's Summit; thence North $87^{\circ}55'04''$ West, along said North line, said North line also being the South line of the Southwest Quarter of said Section 30, 276.78 feet to the Northeast corner of Lot 12, "LEE'S SUMMIT NORTH INDUSTRIAL PARK, SEVENTH PLAT LOTS 9, 11 & 12", a subdivision of land in said Lee's Summit; thence South $02^{\circ}05'32''$ West, along the East line of said Lot 12, 49.53 feet to the Southeast corner of said Lot 12; thence North $88^{\circ}00'15''$ West, along the South line of said Lot 12, 1,781.36 feet; thence North $01^{\circ}59'45''$ East, continuing along said South line, 25.00 feet;

thence Southwesterly, continuing along said South line, on a curve to the left, having an initial tangent bearing of North 88°00'15" West with a radius of 712.27 feet, a central angle of 69°07'43" and an arc distance of 859.37 feet; thence South 22°52'04" West, continuing along said South line, 126.10 feet to the Southwest corner of said Lot 12, said corner also being a point on the Northeasterly right-of-way line of Main Street, as now established; thence North 55°52'27" West, along said Northeasterly right-of-way line, 361.20 feet to a point on the North line of said Lot 12; thence South 63°42'42" West, 161.20 feet to a point on the Southwesterly right of way of the Missouri Pacific Railroad; thence North 26°17'16" West, along said Southwesterly right-of-way line, 525.18 feet; thence North 63°42'42" East, 100.00 feet to a point on the Northeasterly right of way of said Missouri Pacific Railroad; thence North 73°52'34" East, 130.07 feet to a point on the South line of the Southeast Quarter of said Section 25; thence North 87°08'05" West, along said South line, 412.58 feet to a point on the Southwesterly right-of-way line of Ward Road, as now established, said point also being the Southeast corner of Tract 2 as described in Document No. 2005i0045503, recorded in Jackson County, Missouri; thence North 34°09'30" West, along said Southwesterly right-of-way line, 414.70 feet to a point on the West line of the East One-Half of said Southeast Quarter; thence South 02°37'31" West, along said West line, 330.00 feet to the Southwest Corner of said East One-Half; thence North 87°08'05" West, along the South line of said Southwest Quarter, 1308.33 feet to the Southeast corner of the Southwest Quarter of said Section 25; thence North 86°14'22" West, along the South line of the Southeast Quarter of the Southwest Quarter of said Section 25, 1,306.00 feet to the Point of Beginning.

Except: (Residential Apartment Area)

A tract of land as described in "Memorandum of Lease" recorded in Book 1724 at Page 653 described as follows:

All that part of the Southwest Quarter of Section 25, Township 48, Range 32 described as follows: Beginning at a point in the centerline of Colburn Road, as said road is now established, said point being 1,251.11 feet Easterly of the center line of the Northbound slab of U.S. Highway No. 50 as said Highway is now established, as measured along the center line of said Colburn Road; thence Easterly along the center line of said Colburn Road a distance of 514.76 feet; thence deflecting 97 degrees 48 minutes to the right a distance of 500.37 feet; thence Westerly at right angles to the last described course a distance of 510 feet; thence Northerly at right angles to the last described course a distance of 430.51 feet to the point of beginning, except that part in Colburn Road, all in Unity Village, Jackson County, Missouri.

Also Including: All that part of Colburn Road lying Northerly and adjacent to the above described tract of land described in "Memorandum of Lease" recorded in Book 1724 at Page 653.

Also Except: (Residential Dwelling Area)

A tract of land in the Southeast Quarter of Section 25 Township 48 North, Range 32 West of the 5th Principal Meridian in Unity Village, Jackson County, Missouri being bounded and described as follows: Commencing at the Southeast corner of said Southeast Quarter; thence North 87°08'05" West, along the South line of said Southeast Quarter, 713.66 feet to a point on the East right-of-way line of N. Main Street, as now established; thence North 26°17'16" West, along said East right-of-way line, 1,427.71 feet; thence Northerly, continuing along said East right-of-way line, on a curve to the right, being tangent to the last described course with a radius of 1,116.30 feet, a central angle of 04°01'09" and an arc distance of 78.31 feet to the Point of Beginning of the tract of land to be herein described; thence continuing Northerly, along said East right-of-way line and curve, having a central angle of 17°00'31", and an arc distance of 331.38 feet; thence North 05°15'35" West, continuing along said East right-of-way line and its Northerly prolongation, 187.50 feet; thence North 84°44'25" East, continuing along said North right-

of-way line, 193.00 feet; thence South $05^{\circ}15'35''$ East, continuing along said North right-of-way line, 15.00 feet; thence North $84^{\circ}44'25''$ East, continuing along said North right-of-way line, 217.51 feet; thence South $02^{\circ}32'25''$ West, 543.50 feet; thence North $87^{\circ}27'35''$ West, 290.61 feet to the Point of Beginning.

The remaining area contains 331.2 acres more or less.

EXHIBIT C

REDEVELOPMENT PLAN

[On File in the Office of the City Clerk]

EXHIBIT D

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

**CERTIFICATE OF SUBSTANTIAL COMPLETION
DELIVERED BY DEVELOPER**

The undersigned, _____ (“**Developer**”), pursuant to that Redevelopment Agreement dated as of _____, 20____, between the City of Lee’s Summit, Missouri (the “**City**”), Developer, and the Lee’s Summit Unity Village Redevelopment Corporation (the “**Agreement**”), hereby certifies to the City as follows:

1. All of the construction of building(s) located on the parcel legally described on Appendix A attached hereto and by this reference incorporated herein (the “**Parcel**”) has been substantially completed in accordance with the Agreement.

2. This Certificate of Substantial Completion (the “**Certificate**”) 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 B and by this reference incorporated herein, certifying that building(s) on the Parcel have been substantially completed in accordance with the Agreement.

3. This Certificate is being delivered by Developer to the City in accordance with the Agreement to evidence Developer’s satisfaction of all obligations and covenants with respect to building(s) constructed on the Parcel.

4. Shown on **Appendix C** or otherwise attached hereto are:

The name of the record owner of the Parcel,

The Parcel identification/locator number (according to the records of the County Assessor of Jackson County, Missouri);

A map showing the location of the Parcel in relation to the Redevelopment Area (as defined in the Agreement) and identifying each existing building located on such Parcel; and

Identification of the phase in which the Redevelopment Project is located.

5. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within 30 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to Corporation prior to the end of such 30 day period), and the recordation of this Certificate with the Recorder of Deeds of Jackson County, Missouri, shall evidence the satisfaction of Corporation’s construction obligations and covenants pursuant to the Agreement with respect to said Parcel.

This Certificate shall be recorded in the office of the Recorder of Deeds of Jackson County, Missouri. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20__.

DEVELOPER

By: _____

ACCEPTED:

CITY OF LEE'S SUMMIT, MISSOURI

By: _____

(Insert Notary Form(s) and Legal Description)

APPENDIX A

[Upon completion of Certificate of Substantial Completion,
insert legal description of property to which the Certificate relates.]

APPENDIX B

[Upon completion of Certificate of Substantial Completion,
insert AIA Form G-704 or substantial equivalent thereof.]

APPENDIX C

[Upon completion of Certificate of Substantial Completion,
insert information required by Section 4 of the Certificate.]

EXHIBIT E

FORM OF TRANSFEREE AGREEMENT

TRANSFEREE AGREEMENT

(Name of Transferee)

THIS TRANSFEREE 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 Blue Parkway and Colbern Road Redevelopment Area (the "**Redevelopment Plan**") approved by the City pursuant to Ordinance No. ____ adopted by the Lee's Summit City Council on _____, 2012 (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 _____, 2012, and recorded in the office of the Recorder of Deeds of Jackson County, Missouri on _____, 2012, at Document No. _____ (the "**Redevelopment Agreement**").

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

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 Corporation, 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 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. 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).

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 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, and any subsequent conveyance, requires the prior written approval of the City so long as the Redevelopment 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 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: _____
Mayor

ATTEST:

City Clerk

[TRANSFeree],

By: _____
Name: _____
Title: _____