
(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: **REDEVELOPMENT AGREEMENT**

DATE OF DOCUMENT: November __, 2021

GRANTOR: D & J REALTY HOLDINGS, LLC

GRANTOR'S MAILING ADDRESS: 13900 E. 35th Street
Independence, MO 64055

GRANTEE: CITY OF INDEPENDENCE, MISSOURI

GRANTEE'S MAILING ADDRESS: City Hall
111 E. Maple Ave.
Independence, MO 64050

RETURN DOCUMENTS TO: David Martin
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108

LEGAL DESCRIPTION: See **Exhibit A**

This cover page is attached solely for the purpose of complying with the requirements stated in §59.310.2, Revised Missouri Statutes.

REDEVELOPMENT AGREEMENT
FOR THE
CHAPTER 353 REDEVELOPMENT PLAN
FOR THE CARGO LARGO PROJECT
BY AND AMONG
THE
CITY OF INDEPENDENCE, MISSOURI,
D & J REALTY HOLDINGS, LLC,
AND
D & J REDEVELOPMENT CORPORATION
November __, 2021

REDEVELOPMENT AGREEMENT

TABLE OF CONTENTS

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

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

Section 1.01	Compliance with Urban Redevelopment Corporations Law; Coordination with Redevelopment Plan	1
Section 1.02	Definitions	2
Section 1.03	Exhibits	3

**ARTICLE 2
REDEVELOPMENT PROJECT**

Section 2.01	Redevelopment Project	3
Section 2.02	Removal of Blight.....	4
Section 2.03	Use Limitation	4

**ARTICLE 3
TAX ABATEMENT AND PAYMENTS IN LIEU OF TAXES**

Section 3.01	Tax Abatement and PILOTs.....	4
Section 3.02	Full Assessment	4
Section 3.03	Abatement Contingent upon Compliance with Redevelopment Plan	5

**ARTICLE 4
TRANSFER OF THE REDEVELOPMENT AREA**

Section 4.01	Sale to Third Party	5
Section 4.02	Novation Agreement	5

**ARTICLE 5
PUBLIC IMPROVEMENTS**

Section 5.01	Construction of the Public Improvements	6
Section 5.02	Reimbursement for Certain Costs of the Public Improvements	6

**ARTICLE 6
DEFAULT AND REMEDIES**

Section 6.01	Event of Default.....	7
Section 6.02	Full Assessment	8
Section 6.03	Failure to Acquire Redevelopment Area.....	8

**ARTICLE 7
GENERAL PROVISIONS**

Section 7.01	Modifications; Successors and Assigns	8
Section 7.02	Term of Agreement	8
Section 7.03	Representatives Not Personally Liable	9
Section 7.04	Notice.....	9
Section 7.05	Severability	10
Section 7.06	Headings	10
Section 7.07	Recording of Agreement	10
Section 7.08	Governing Law	10
Section 7.09	Counterparts.....	10
Section 7.10.	Electronic Transactions.....	10
Section 7.11.	Anti-Discrimination	11
Section 7.12.	Excusable Delays	11
	Signatures.....	9

- Exhibit A – Legal Description of the Redevelopment Area
- Exhibit B – Redevelopment Plan
- Exhibit C – Form of Novation Agreement
- Exhibit D – General Development Schedule for the Redevelopment Project

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into effective as of November ____, 2021, by and among the **CITY OF INDEPENDENCE, MISSOURI** (the “**City**”), a constitutional charter city and political subdivision of the State of Missouri, **D & J REALTY HOLDINGS, LLC** (the “**Developer**”), a Missouri limited liability company, and the **D & J REDEVELOPMENT CORPORATION** (the “**Corporation**”), a Missouri urban redevelopment corporation, for the implementation of the Chapter 353 Redevelopment Plan for the Cargo Largo Project.

RECITALS

- A. The City Council of the City has passed Ordinance No. _____ (the “**Authorizing Ordinance**”) approving the Chapter 353 Redevelopment Plan for the Cargo Largo Project (hereafter “**Redevelopment Plan**”).
- B. The Corporation, a corporation formed under the Urban Redevelopment Corporations Law (defined below) 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. The Developer intends to provide for the redevelopment of the Redevelopment Area (defined below).
- D. In connection with the Redevelopment Plan, the Developer agrees to construct certain public improvements (as further described herein, the “**Public Improvements**”) that will benefit both the Redevelopment Area and the City.
- E. Pursuant to Section 70.220, RSMo, the City is authorized to contract with any private corporation for the planning, development, construction, acquisition or operation of any public improvement or facility.
- F. Pursuant to Section 70.230, RSMo, the City is authorized to exercise the power referred to in Section 70.220, RSMo, by ordinance duly enacted.
- G. The City Council, by passage of the Authorizing Ordinance, has authorized this Agreement for the purpose of exercising the power granted by Section 70.220, RSMo with respect to the Public Improvements.

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, the Developer, and the Corporation do hereby agree as follows:

ARTICLE I INCORPORATED ITEMS; DEFINITIONS; EXHIBITS

Section 1.01 Compliance with Urban Redevelopment Corporations Law; Coordination with Redevelopment Plan. The Corporation was formed pursuant to the Urban Redevelopment Corporations Law (defined below) and the Corporation and Developer will comply with the Urban

Redevelopment Corporations Law in connection with the redevelopment of the “**Redevelopment Project**” (defined below). To the extent that any of the provisions of this Agreement shall conflict with any of the provisions of the Redevelopment Plan 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 words and terms shall have the following meanings:

“**Agreement**” shall mean this Redevelopment Agreement.

“**Authorizing Ordinance**” shall mean Ordinance No. _____ adopted by the City on _____, 2021.

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

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

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

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

“**General Development Schedule**” means the schedule of major milestones for each phase of the Redevelopment Project set out on Exhibit D to this Agreement.

“**Novation Agreement**” shall have the meaning set forth in Section 4.02 of this Agreement and the general form of which is attached hereto as Exhibit C.

“**PILOTS**” shall mean payments in lieu of taxes as allowed by Section 353.110.4, RSMo.

“**Public Improvements**” shall mean the “Improvements” described in the Public Improvements Development Agreement.

“**Public Improvements Development Agreement**” means the Development Agreement between _____ and the City dated as of November ____, 2021.

“**Redevelopment Area**” shall mean all of the real property located within and comprising the Redevelopment Area as legally described on Exhibit A attached hereto, upon which the Redevelopment Project will be constructed pursuant to this Agreement.

“**Redevelopment Plan**” shall mean the Chapter 353 Redevelopment Plan for the Cargo Largo Project approved by the City pursuant to the Authorizing Ordinance, a copy of which Redevelopment Plan is attached hereto as Exhibit B.

“**Redevelopment Project**” shall mean the projects to be constructed by the Corporation or its assignee in the Redevelopment Area pursuant to the Redevelopment Plan, and shall include the following:

“**Phase 1**” includes the construction of an approximately 524,672 square foot mixed use facility and surface parking lots containing approximately 960 parking spaces to be used for receiving, processing, warehousing and distribution, merchandise sales, and offices including the corporate headquarters for Recovery Management Corporation, which operates Cargo Largo.

“**Phase 2**” includes the rehabilitation / redevelopment of the approximately 76,439 square foot existing Cargo Largo store for use as warehouse and distribution facility.

“**Phase 3**” includes the construction of an approximately 80,000 square foot building intended for mixed uses.

“**Phase 4**” includes the construction of an approximately 10,000 square foot building intended for mixed uses.

“**Reimbursable Public Improvement Costs**” shall mean the costs of the Public Improvements approved in accordance with Section 5.02 of this Agreement.

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

“**Sale**” shall have the meaning set forth in Section 4.01 of this Agreement.

“**Sales Tax Increment**” shall mean (1) all proceeds received by the City from the City’s 0.5% streets sales tax generated within the Redevelopment Area in excess of \$85,495 (the amount of such streets sales tax generated within the Redevelopment Area during calendar year 2020 as a result of \$17,099,002 in sales in 2020), and (2) 50% of the proceeds received by the City from the City’s 1.0% general sales tax generated within the Redevelopment Area in excess of \$170,990 (the amount of such general sales tax generated within the Redevelopment Area during calendar year 2020 as a result of \$17,099,002 in sales in 2020). Sales Tax Increment shall not include (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (ii) such amount as is retained by the State of Missouri for collection fees, or (iii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

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

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

ARTICLE 2 REDEVELOPMENT PROJECT

Section 2.01 Redevelopment Project. The Developer or its affiliate currently owns all property within the Redevelopment Area. The Corporation and the Developer shall, in order to eliminate the conditions that have caused the Redevelopment Area to become blighted within the meaning of the Urban Redevelopment Corporations Law, but subject to the terms and conditions of this Agreement, develop and construct the Redevelopment Project as described herein and in the Redevelopment Plan. Subject to the terms and conditions of this Agreement, the Developer shall provide for the transfer of all tracts within the Redevelopment Area from the Developer or its affiliate to the Corporation. The Corporation shall acquire fee title to each phase of the Redevelopment Project no later than the following dates: (i) December 31, 2027 for Phase 1, (ii) December 31, 2028 for Phase 2, (iii) December 31, 2029 for Phase 3, and (iv) December 31, 2030 for Phase 4. The City Council shall have the right, in its sole and absolute discretion, to grant the Corporation an extension of such acquisition dates for each phase. The Corporation shall re-convey said tracts back to Developer or, at Developer’s election, to any third parties identified by Developer as part of a Sale (as defined in Article 4). Developer, or its successors and assigns, will develop, construct and operate the Redevelopment Project 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 Project in conformance with the Redevelopment Plan and the General Development Schedule set forth on Exhibit D hereto, or the Corporation's failure to acquire fee title to each phase of the Redevelopment Area by the dates set forth above, may cause the revocation of tax abatement pursuant to Article 6 of this Agreement, provided that each phase of the Redevelopment Project shall be treated individually, and a failure with respect to one phase shall not affect tax abatement with respect to another phase.

Section 2.02 Removal of Blight. Developer, or its successors and assigns, shall clear blight or rehabilitate buildings in the Redevelopment Area, and construct new improvements in the Redevelopment Area, to eliminate the physical blight existing in the Redevelopment Area as a part of completing the Redevelopment Project. This obligation shall be a covenant running with the land during the term of this Agreement 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 by such purchaser in the Redevelopment Area.

Section 2.03 Use Limitation. Developer and the Corporation covenant that their 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. The Developer may make changes to the projects contemplated in the Redevelopment Plan as site conditions or other issues of feasibility may dictate or as may be required to meet the reasonable requests of prospective tenants, purchasers or other occupants or as may be necessary or desirable in the sole determination of the Developer to enhance the economic viability of the Redevelopment Plan, so long as the end uses for each phase are within the general descriptions provided herein and in the Redevelopment Plan.

Section 2.04. Maintenance and Access. Upon substantial completion of the Redevelopment Project contemplated by the Redevelopment Plan and so long as this Agreement is in effect, the Corporation or the Developer shall maintain or cause to be maintained the buildings and improvements within the Redevelopment Area that it owns in a good state of repair and in conformity with applicable state and local laws, ordinances and regulations.

The City may conduct, with reasonable notice, such periodic inspections of the Redevelopment Area and the projects constructed therein as may be necessary or desirable to confirm compliance with the terms of this Agreement. The Corporation and the Developer shall allow the City and its employees, agents and representatives to inspect, upon request, all contracts and documents pertaining to the construction of the Public Improvements as the City determines is reasonable and necessary to verify the compliance with the terms of this Agreement.

ARTICLE 3 TAX ABATEMENT AND PAYMENTS IN LIEU OF TAXES

Section 3.01 Tax Abatement and PILOTs. Tax abatement shall be provided as set forth in the Redevelopment Plan. The Developer shall pay the PILOTs described in subparagraphs H(3) and H(4) of the Redevelopment Plan by December 31 in each of the years for such payment described in the Redevelopment Plan.

Section 3.02 Full Assessment. Each phase of the Redevelopment Project and the land underlying such phase of the Redevelopment Project shall be subject to tax abatement for a 20-year period starting with the year after conveyance of such phase to the Corporation, as described in the

Redevelopment Plan. After such 20-year period, such phase of the Redevelopment Project and the real property underlying such phase shall be subject to assessments by the Jackson County Assessor and payment of all *ad valorem* taxes, including, but not limited to, City, state, county and other property taxes, based on the full true value of the real property and the standard assessment percentage then in use for similar property by the Jackson County Assessor. Furthermore, after such 20-year period of tax abatement, the real property in such phase of the Redevelopment Area shall be owned and operated by the Developer, or its assignee, free from the conditions, restrictions and provisions of the Act, this Agreement, and the Authorizing Ordinance.

Section 3.03 Abatement Contingent upon Compliance with Redevelopment Plan. The tax relief provided in this section for any property within the Redevelopment Area shall be contingent upon the property's compliance with the Redevelopment Plan, and shall apply to general *ad valorem* taxes only and shall not be deemed or construed to exempt the Corporation, or its assignee, in whole or in part, from special assessments or from fees, service charges, or other taxes which may be made by the City or other governmental units.

Section 3.04. Contest of Assessed Valuation. In consideration for the incentives and benefits provided by this Agreement, the Developer and the Corporation agree that they will not challenge, appeal or otherwise make an effort to reduce the assessed valuation of any real property within the Redevelopment Area during any time the property is receiving tax abatement under this Agreement; provided, the foregoing shall not bind the Corporation or the Developer with respect to any property (a) in the first year of assessment of the property subsequent to completion of the construction of any of the Redevelopment Project phases, or (b) with an assessed valuation more than 5% greater than the previous assessed valuation for such property beginning in the first year of reassessment of such property following the year subsequent to the completion of the construction of improvements on such property.

ARTICLE 4 TRANSFER OF THE REDEVELOPMENT AREA

Section 4.01 Sale to Third Party. If Developer (or any of its affiliates that may hold title to the Redevelopment Area) proposes to sell, lease, assign, transfer, convey and/or otherwise dispose (hereinafter collectively referred to as a "**Sale**") of any portion of the Redevelopment Area other than to the Corporation, Developer shall first obtain a fully executed Novation Agreement in accordance with Section 4.02. In the event of such a Sale, all rights and obligations of the Developer and Corporation hereunder with respect to the subject property, including those concerning tax abatement, shall transfer to the transferee; provided that no rights or obligations with respect to the Public Improvements or the reimbursement of costs of the Public Improvements may be transferred without the written consent of the City Manager. Any tenant or occupant lease agreement entered into between Developer, or any of its affiliates, and any tenant or occupant for the use of a portion of the Redevelopment Area in accordance with the Redevelopment Plan, as may be modified by Developer pursuant to Section 2.03, shall not be deemed a Sale contemplated by this Article 4.

Section 4.02 Novation Agreement. In the event of each transfer of property in the Redevelopment Area pursuant to Section 4.01, Developer or its authorized successors and assigns shall require the proposed transferee to execute a Novation Agreement in substantial compliance with the form attached hereto as Exhibit C (the "**Novation Agreement**"). No Sale shall occur or be valid with respect to the City and the other taxing districts imposing property taxes in the Redevelopment Area without the prior execution of a Novation Agreement. The parties agree that the intention of each Novation 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 Novation Agreement shall be deemed to impose any rights, duties or obligations that are not imposed pursuant to this Agreement. A Novation Agreement in substantial compliance with the form attached hereto as Exhibit C may be executed by the City Manager without further action or approvals by the City Council and execution of a Novation Agreement by the City shall not be unreasonably withheld. Substantial changes to a proposed Novation Agreement shall require approval of the City Council before such Novation Agreement may be executed by the City Manager.

ARTICLE 5 PUBLIC IMPROVEMENTS

Section 5.01 Construction of the Public Improvements. The Developer shall construct the Public Improvements in accordance with the Public Improvements Development Agreement and otherwise maintain compliance with the Public Improvements Development Agreement. The Developer shall comply with all applicable public bidding, payment bond, and prevailing wage requirements of the Revised Statutes of Missouri applicable to the Public Improvements.

Section 5.02 Reimbursement for Certain Costs of the Public Improvements. The Developer estimates that the cost of the Public Improvements will be approximately \$3,486,026. The Developer shall provide the City with documentation of all costs relating to the Public Improvements, with documentation submissions to the City on a basis no more often than once each calendar quarter. The City shall have 10 business days to review each submission to determine that it contains only costs of the Public Improvements which have not been previously submitted and is otherwise in compliance with this Section. Within such 10-business-day period, the City shall either approve the submission or reject the submission with comments to the Developer regarding the reason for rejection. If the City does not respond within such period, the submission shall be deemed to have been approved. All costs approved in accordance with this Section shall be referred to as “Reimbursable Public Improvement Costs.” The maximum amount of Reimbursable Public Improvement Costs to be reimbursed by the City with respect to the Public Improvements is \$1,736,026; provided that interest shall accrue and be payable on Reimbursable Public Improvement Costs from the date of approval (or deemed approval) by the City until the date of payment from Sales Tax Increment at a rate of 6.5%. The interest shall be calculated as simple interest with no compounding.

The City recognizes that the Developer will submit costs of the Public Improvements to the Noland Road Community Improvement District (the “CID”) for reimbursement and that the total costs expected to be reimbursed by the CID is \$1,750,000, plus interest. The City understands that the Developer and CID have executed a Development Agreement dated _____, 2021 (“CID Agreement”) regarding the CID’s agreement to reimburse Developer for a portion of the costs of the Public Improvements, and the City acknowledges and agrees that the CID’s certification procedures and reimbursement obligations with respect to the CID portion of the Public Improvements costs, and Developer’s rights and obligations with respect to the CID’s reimbursement of those Public Improvement costs, shall be governed by the terms and provisions of the CID Agreement and not by this Agreement. The documentation described above with respect to the costs of the Public Improvements shall include a breakdown of all costs of the Public Improvements incurred to the date of each submission and separately identify the portion of the Public Improvement costs to be reimbursed (i) by the City (which, in the aggregate, shall not exceed \$1,736,026, plus interest) and (ii) by the CID (which, in the aggregate, will not exceed \$1,750,000, plus interest). If the actual cost of the Public Improvements exceeds the estimated cost of \$3,486,026, Developer acknowledges that those excess costs shall not be reimbursed to Developer by the City or CID and any such excess costs shall be identified as “un-reimbursable costs” in the documentation submitted to the City for certification. In connection with each reimbursement

submission, the Developer shall certify that no costs submitted for reimbursement by the by the City have been or will be submitted for reimbursement or reimbursed to the Developer by the CID.

The City agrees that the Sales Tax Increment shall be segregated by the City and held in a separate account (the “Sales Tax Reimbursement Account”). Subject to annual appropriation, on the first business day of each calendar quarter, the City shall apply the amounts on deposit in the Sales Tax Reimbursement Account first to pay any interest accrued on the approved Reimbursable Public Improvement Costs and then to reduce the amount of Reimbursable Public Improvement Costs outstanding by payment of such amounts to the Developer. Under no circumstances shall the City pay more than \$1,736,026, plus interest accrued as described above, in reimbursement with respect to the Public Improvements. The City shall not be liable to make such payments from any source other than the Sales Tax Increment. The City’s obligation to apply Sales Tax Increment as described in this Section shall terminate on December 31, 2043 or, if earlier, the date on which all Reimbursable Public Improvement Costs, together with interest accrued thereon under this Section, have been paid.

The City is obligated only to make the payments set forth in this section as may lawfully be made from funds budgeted and appropriated for that purpose during the City’s then-current fiscal year. The obligations of the City to segregate and apply Sales Tax Increment and to make payments therefrom under this section constitute a current expense of the City, are from the current year and do not constitute a mandatory payment obligation of the City in any fiscal year beyond the current fiscal year of the City. The City’s payment obligation under this section shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained in this section constitute a pledge of the general credit, tax revenues, funds or moneys of the City. The decision whether or not to budget or appropriate funds for any subsequent fiscal period is solely within the discretion of the then current governing body of the City.

The Developer shall provide sufficient information to the City to allow the City to correctly calculate the Sales Tax Increment, including but not limited to copies of any reporting forms filed with the Missouri Department of Revenue with respect to retail sales activity in the Redevelopment Area. The Developer shall cause any assignees and tenants within the Redevelopment Area to similarly cooperate to the extent necessary to accurately complete such calculations.

ARTICLE 6 DEFAULT AND REMEDIES

Section 6.01 Event of Default. It shall constitute a “**Developer Event of Default**” if Developer (including any of its affiliates that may hold title to all or a portion of the Redevelopment Area), or its successors or assigns, fails to timely perform any obligation or covenant of Developer under this Agreement, and such failure is not cured to the City’s reasonable satisfaction within 30 days after the City gives Developer, or its successors or assigns, written notice thereof, or if it cannot reasonably be cured within 30 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 owned by Developer (or any of its affiliates) at the time of the Developer Event of Default, this Agreement shall be terminated with respect to those portions of the Redevelopment Area for which the Developer Event of Default relates. Upon the occurrence of a Developer Event of Default respecting any portion of the Redevelopment Area which is no longer owned by Developer (or any of its affiliates) 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 and relates to the Developer Event of Default. For purposes of clarification, in no event shall a Developer Event of Default caused by the failure to

complete construction for any phase of the Redevelopment Area impact or terminate the tax abatement for any other phase of the Redevelopment Area. Notwithstanding the foregoing, if the Developer Event of Default relates to Developer's failure to comply with the General Development Schedule set forth in Exhibit D, prior to termination of this Agreement or revocation of the tax abatement with respect to the portion of the Redevelopment Area to which the Developer Event of Default relates, the City shall give Developer the opportunity to appear before the City Council to show cause why this Agreement or tax abatement should not be terminated, which opportunity shall be scheduled as described in the notice of default for a regular meeting of the City Council occurring not less than 15 days after the notice of default is mailed.

Section 6.02. 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 by the City 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.

Section 6.03. Failure to Acquire Redevelopment Area. If the Corporation acquires fee title to any phase of the Redevelopment Area after the applicable date set forth for such phase in Section 2.01 of this Agreement, a Developer Event of Default for that phase of the Redevelopment Area shall occur on such date unless the City Council shall in its sole and absolute discretion grant an extension to the Corporation.

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 among the City, the Developer, and the Corporation. This Agreement shall be binding upon and inure to the benefit of the City, the Developer, and the 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 4.01 hereof, and then only if the proposed assignee and/or transferee thereof shall execute a Novation Agreement wherein the transferee expressly assumes all obligations hereunder with respect to the property so conveyed. Notwithstanding the foregoing restrictions on assignment, Developer shall be permitted to assign, without the City's consent, all rights and obligations under this Agreement to a Related Entity (as defined below), provided that prior to an assignment to a Related Entity the Developer furnishes City with the name of the Related Entity, together with a certification from Developer, and such other proof as City may reasonably request, that such assignee is a Related Entity of Developer. "**Related Entity**" means any entity in which the ownership or membership of such entity is controlled by Developer or the owners of a majority of the interests in Developer. For purposes hereof, "control" shall mean the power to direct or cause the direction of the management or policies of such entity. In connection with any such assignment, the Related Entity shall assume all obligations under this Agreement relating to such phase or phases of the Redevelopment Project for which rights under this Agreement are assigned to the Related Entity. No rights or obligations with respect to the Public Improvements or the reimbursement of costs of the Public Improvements may be assigned, to a Related Entity or otherwise, without the written consent of the City Manager.

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 3.01 hereof and upon the

expiration of such period for all parcels in the Redevelopment Area this Agreement shall terminate; provided that the provisions relating to the payment of Reimbursable Public Improvement Costs shall continue until all such costs and the interest accruing thereon according to this Agreement are paid or the maximum term set out for such payment in this Agreement has expired. The rights and privileges given to the Developer and the Corporation by this Agreement and the duties and obligations imposed on the Developer and the Corporation shall apply only to the Redevelopment Area. Notwithstanding anything herein to the contrary, any liability of the 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; Indemnification. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer or the 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.

The Developer and the Corporation shall jointly and severally indemnify, protect, hold harmless, save and keep the City harmless from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including counsel fees and expenses) arising out of or as the result of (a) the entering into of this Agreement, (b) the negligence or intentional misconduct of the Developer, the Corporation, their employees, agents, contractors or subcontractors, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Redevelopment Area, (d) the breach of any covenant by Developer or the Corporation herein or any material misrepresentation by Developer or the Corporation contained herein, or (e) the presence of hazardous wastes, hazardous materials or other environmental contaminants on any property within the Redevelopment Area. The indemnification arising under this section shall continue in full force and effect notwithstanding the termination of this Agreement for any reason. The indemnification arising under this section shall not extend to any breach, gross negligence or intentional misconduct by or of the City, or its officials, agents, employees or representatives, arising out of this Agreement, the Redevelopment Project or the Redevelopment Plan.

Section 7.04 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:	Director of Community Development City of Independence City Hall 111 E. Maple Ave. Independence, MO 64050
-----------------	---

With a copy to:

City Counselor
City of Independence, Missouri
City Hall
111 E. Maple Ave.
Independence, MO 64050

If to the Developer:	D & J Realty Holdings, LLC 13900 E. 35th Street
----------------------	--

Independence, MO 64055

With a copy to:

Lewis Rice LLC
1010 Walnut, Suite 500
Kansas City, Missouri 64106
Ralph E. Bellar Jr. and Charles F. Miller

If to the Corporation:

D & J Redevelopment Corporation
13900 E. 35th Street
Independence, MO 64055

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 parties.

Section 7.05 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 7.06 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 7.07 Recording of Agreement. This Agreement, or a memorandum thereof, shall be recorded by the Developer 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 certificate of occupancy shall be issued for any structure in the Redevelopment Area until proof of such recording has been provided to the City.

Section 7.08 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 7.09 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.

Section 7.10. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be sent, received and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7.11. Anti-Discrimination. By entering into this Agreement, the Corporation and the Developer each certify that it and any parent company, wholly or majority-owned subsidiary, and other affiliate, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The parties understand that “boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

Section 7.12. Excusable Delays. The parties understand and agree that Developer shall not be deemed to be in default of this Agreement because of an “Excusable Delay” (as herein defined). For purposes of this Agreement, the term “**Excusable Delay**” shall mean any delay beyond the reasonable control of Developer, caused by damage or destruction by fire or other casualty, strike, shortage of materials, civil disorder, war, pandemics, epidemics, public health emergencies, quarantines, wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the Developer to proceed with construction of the Redevelopment Project or any portion thereof, adverse market conditions, the Developer’s inability to secure acceptable financing despite the Developer’s commercially reasonable efforts, unavailability of labor or other labor/contractor disputes outside the reasonable control of the Developer, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Redevelopment Project in accordance with this Agreement, which in fact prevents the Developer from discharging its obligations hereunder. With the approval of City, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, which approval shall not be arbitrarily or unreasonably withheld. Developer shall be granted such extensions upon presentation of reasonable evidence and/or documentation of the periods of such Excusable Delays. Nothing herein shall excuse Developer from any obligation to pay money hereunder, nor shall this Section excuse Developer from performance of its obligations because of a lack of funds.

[remainder of page intentionally left blank]

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

CITY:

CITY OF INDEPENDENCE, MISSOURI

(seal)

ATTEST:

By: _____
Zachary Walker
City Manager

Rebecca Behrens
City Clerk

Notary for City of Independence

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **ZACHARY WALKER**, the **CITY MANAGER** of the City of Independence, 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.

NOTARY PUBLIC

[SEAL]

DEVELOPER:

D & J REALTY HOLDINGS, LLC

By: _____
Name: _____
Title: _____

Notary for D & J Realty Holdings, LLC

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____ of D & J Realty Holdings, LLC, a Missouri limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

NOTARY PUBLIC

[SEAL]

CORPORATION:

D & J REDEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

Notary for D & J Redevelopment Corporation

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____ of the D & J 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.

NOTARY PUBLIC

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA

The legal description of the Redevelopment Area is comprised of the following three tracts:

LEGAL DESCRIPTION TRACT A:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 49 NORTH, RANGE 32 WEST, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 14, THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER NORTH 87 DEGREES, 16 MINUTES 47 SECONDS WEST, 177.04 FEET; THENCE SOUTH 02 DEGREES, 00 MINUTES, 34 SECONDS WEST, 25.00 FEET TO THE POINT OF BEGINNING OF THIS TRACT; THENCE SOUTH 02 DEGREES, 00 MINUTES, 34 SECONDS WEST, 1600.53 FEET; THENCE SOUTH 09 DEGREES, 07 MINUTES, 21 SECONDS WEST, 160.16 FEET; THENCE NORTH 86 DEGREES, 29 MINUTES, 52 SECONDS WEST, 313.29 FEET; THENCE SOUTH 03 DEGREES, 30 MINUTES, 08 SECONDS WEST, 10.00 FEET; THENCE NORTH 86 DEGREES, 29 MINUTES, 52 SECONDS WEST, 321.55 FEET; THENCE WESTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 39.64 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY AND NORTHWESTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 30.53 FEET TO A POINT OF TANGENT; THENCE NORTH 04 DEGREES, 19 MINUTES, 38 SECONDS WEST, 39.73 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 52.88 FEET TO A POINT TANGENT; THENCE NORTH 11 DEGREES, 22 MINUTES, 25 SECONDS WEST, 275.37 FEET; THENCE NORTHERLY, ALONG A CURVE TO RIGHT HAVING A RADIUS OF 270.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 63.07 FEET TO A POINT OF TANGENT; THENCE NORTH 02 DEGREES, 00 MINUTES, 34 SECONDS EAST, 60.90 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 237.08 FEET TO A POINT TANGENT; THENCE NORTH 39 DEGREES 09 MINUTES 10 SECONDS WEST, 309.42 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 198.26 FEET TO A POINT TANGENT; THENCE NORTH 02 DEGREES, 55 MINUTES, 09 SECONDS EAST, 196.66 FEET; THENCE SOUTH 87 DEGREES, 16 MINUTES, 47 SECONDS EAST, 244.56 FEET; THENCE NORTH 02 DEGREES, 52 MINUTES, 07 SECONDS EAST, 13.52 FEET; THENCE SOUTH 87 DEGREES, 05 MINUTES, 11 SECONDS EAST, 50.00 FEET; THENCE NORTH 02 DEGREES, 52 MINUTES, 07 SECONDS EAST, 74.62 FEET; THENCE SOUTH 87 DEGREES, 16 MINUTES, 47 SECONDS EAST, 774.70 FEET; THENCE NORTH 02 DEGREES, 43 MINUTES, 13 SECONDS EAST, 350.48 FEET; THENCE SOUTH 87 DEGREES, 16 MINUTES, 47 SECONDS EAST, 73.94 FEET TO THE POINT OF BEGINNING OF THIS TRACT, CONTAINING 30.212 ACRES MORE OR LESS.

LEGAL DESCRIPTION TRACT B:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 49 NORTH, RANGE 32 WEST, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 14, THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER SECTION NORTH 87 DEGREES, 16 MINUTES 47 SECONDS WEST, 177.04 FEET; THENCE SOUTH 02 DEGREES, 00 MINUTES, 34 SECONDS WEST, 1625.53 FEET; THENCE SOUTH 09 DEGREES, 07 MINUTES, 21 SECONDS WEST, 241.21 FEET; THENCE NORTH 86 DEGREES 29 MINUTES 52 SECONDS WEST, 4.19 FEET; THENCE NORTH 83 DEGREES, 23 MINUTES, 00 SECONDS WEST, 196.33 FEET; THENCE NORTH 86 DEGREES, 29 MINUTES, 52 SECONDS WEST, 433.60 FEET; THENCE SOUTH 48 DEGREES, 12 MINUTES, 17 SECONDS WEST, 7.03 FEET; THENCE SOUTH 02 DEGREES, 54 MINUTES, 27 SECONDS WEST, 268.02 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND AN INITIAL TANGENT BEARING OF SOUTH 50 DEGREES 13 MINUTES 08 SECONDS EAST, 98.72 FEET TO A POINT; THENCE NORTH 87 DEGREES 05 MINUTES 34 SECONDS WEST, 50.00 FEET TO THE POINT OF BEGINNING OF THIS TRACT; THENCE NORTH 87 DEGREES, 05 MINUTES, 07 SECONDS WEST, 161.68 FEET; THENCE NORTH 02 DEGREES, 54 MINUTES, 19 SECONDS EAST, 231.78 FEET; THENCE NORTH 87 DEGREES, 05 MINUTES, 11 SECONDS WEST, 70.00 FEET; THENCE NORTH 02 DEGREES, 53 MINUTES, 40 SECONDS EAST, 244.89 FEET; THENCE NORTH 33 DEGREES, 09 MINUTES, 19 SECONDS EAST, 188.41 FEET; THENCE SOUTH 87 DEGREES, 06 MINUTES, 20 SECONDS EAST, 19.29 FEET; THENCE NORTH 02 DEGREES, 53 MINUTES, 40 SECONDS EAST, 49.65 FEET; THENCE NORTH 87 DEGREES, 06 MINUTES, 20 SECONDS WEST, 114.23 FEET; THENCE NORTH 02 DEGREES, 53 MINUTES, 40 SECONDS EAST, 418.94 FEET; THENCE SOUTH 39 DEGREES, 09 MINUTES, 10 SECONDS EAST, 25.17 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 193.67 FEET TO A POINT TANGENT; THENCE SOUTH 02 DEGREES, 00 MINUTES, 34 SECONDS WEST, 60.90 FEET; THENCE SOUTHERLY, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 77.08 FEET TO A POINT OF TANGENT; THENCE SOUTH 11 DEGREES, 22 MINUTES, 25 SECONDS EAST, 275.37 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 45.50 FEET TO A POINT TANGENT; THENCE SOUTH 04 DEGREES, 19 MINUTES, 38 SECONDS WEST, 387.36 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND AN INITIAL TANGENT BEARING OF SOUTH 49 DEGREES 42 MINUTES 56 SECONDS WEST, 93.21 FEET TO THE POINT OF BEGINNING OF THIS TRACT, CONTAINING 2.980 ACRES MORE OR LESS.

LEGAL DESCRIPTION TRACT C:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 49 NORTH, RANGE 32 WEST, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 14, THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER SECTION NORTH 87 DEGREES, 16 MINUTES 47 SECONDS WEST, 177.04 FEET; THENCE SOUTH 02 DEGREES, 00 MINUTES, 34 SECONDS WEST, 1625.53 FEET; THENCE SOUTH 09 DEGREES, 07 MINUTES, 21 SECONDS WEST, 240.56 FEET TO THE POINT OF BEGINNING OF THIS TRACT; THENCE SOUTH 09 DEGREES 07 MINUTES 21 SECONDS WEST, 167.56 FEET; THENCE SOUTH 16 DEGREES 08 MINUTES 08 SECONDS WEST, 599.20 FEET; THENCE NORTH 87 DEGREES 05 MINUTES 07 SECONDS WEST, 488.50 FEET; THENCE NORTH 02 DEGREES 54 MINUTES 27 SECONDS EAST, 410.13 FEET; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND AN INITIAL TANGENT BEARING OF NORTH 62 DEGREES 54 MINUTES 27 SECONDS EAST, 104.23 FEET TO A POINT; THENCE NORTH 04 DEGREES 19 MINUTES 38 SECONDS EAST, 248.47 FEET; THENCE NORTHERLY AND NORTHEASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 32.56 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, 29.40 FEET; THENCE SOUTH 86 DEGREES 29 MINUTES 52 SECONDS EAST, 194.98 FEET; THENCE SOUTH 82 DEGREES 40 MINUTES 46 SECONDS EAST, 150.17 FEET; THENCE SOUTH 86 DEGREES 29 MINUTES 52 SECONDS EAST, 282.30 FEET TO THE POINT OF BEGINNING OF THIS TRACT, CONTAINING 10.067 ACRES MORE OR LESS.

EXHIBIT B
REDEVELOPMENT PLAN

[Attached]

EXHIBIT C

FORM OF NOVATION AGREEMENT

NOVATION AGREEMENT

THIS NOVATION AGREEMENT (“Novation Agreement”) is entered into this _____ day of _____, 20____, by and among the City of Independence, Missouri, a constitutional charter city and political subdivision of the State of Missouri (the “City”), the D & J Redevelopment Corporation, a corporation duly organized and existing pursuant to the Urban Redevelopment Corporations Law of Missouri (the “Redevelopment Corporation”), D & J Realty Holdings, LLC, a Missouri limited liability company (the “Developer”), with the City, the Developer and the Redevelopment Corporation collectively being referred to as “Assignors”) and _____ (“Assignee”).

WHEREAS, the City by its Ordinance No. _____, duly passed and enacted by its City Council on _____, 2021 (the “Redevelopment Plan Ordinance”), has granted to the Redevelopment Corporation certain redevelopment rights under and pursuant to the Missouri Urban Redevelopment Corporations Law, Sections 353.010, *et seq.*, RSMo, for all property contained within the Redevelopment Area (the “Redevelopment Area”) for the Chapter 353 Redevelopment Plan for the Cargo Largo Project (the “Redevelopment Plan”); and

WHEREAS, the City by its Ordinance No. _____, duly passed and enacted by its City Council on _____ approved the execution of a Redevelopment Agreement (the “Redevelopment Agreement”) by and among the City, the Redevelopment Corporation, and the Developer related to the implementation of the Redevelopment Plan; and

WHEREAS, Assignee desires and is willing and able to assume all obligations of the Redevelopment Corporation and the Developer to the City under the Redevelopment Plan and the Redevelopment Agreement in order to redevelop the portion of the Redevelopment Area described in ***Exhibit 1*** attached hereto (the “Property”), as provided for under the Redevelopment Plan Ordinance, the Redevelopment Plan, and the Redevelopment Agreement, including compliance with all provisions of the Missouri Redevelopment Corporations Law, Sections 353.010, *et seq.*, RSMo; and

WHEREAS, the Redevelopment Corporation and the Developer are agreeable to assigning to Assignee, and the City desires to consent to the assignment of, their rights and obligations under the Redevelopment Plan and the Redevelopment Agreement with respect to the Property in consideration of Assignee’s willingness, ability and agreement to assume all obligations of the Redevelopment Corporation and the Developer to the City under the Redevelopment Plan and the Redevelopment Agreement in order to redevelop the Property as provided for under the Redevelopment Plan Ordinance, the Redevelopment Plan, and the Redevelopment Agreement, including compliance with all provisions of the Missouri Redevelopment Corporations Law, Sections 353.010, *et seq.*, RSMo.

NOW, THEREFORE, in consideration of the premises and additional consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

- 1. Assignment of Rights.** The Redevelopment Corporation and the Developer, without reservation of rights, hereby assigns, releases, quitclaims and sets over to Assignee all its rights, title and

interest of the Redevelopment Corporation and the Developer under the Redevelopment Plan Ordinance, the Redevelopment Plan, and the Redevelopment Agreement, subject to all obligations, requirements and conditions thereof to, among other matters, redevelopment of the Property legally described on **Exhibit I** attached hereto. The assignment contained in this section [does not affect any][includes all] rights [or][and] obligations with respect to the Public Improvements [or][and] the reimbursement of costs of the Public Improvements described in the Redevelopment Agreement.

2. **Assumption of Obligations.** Assignee hereby unconditionally assumes and accepts assignment of all rights, title and interest of the Redevelopment Corporation and the Developer under the Redevelopment Plan Ordinance, the Redevelopment Plan, and the Redevelopment Agreement with respect to the Property, subject to all obligations, requirements and conditions thereof including and without limitation the obligations to construct and operate the project on the Property as described in the Redevelopment Plan and the limitations upon and requirements of a statutory redevelopment corporation under the Missouri Redevelopment Corporations Law, Sections 353.010, *et seq.*, RSMo, as if it were such a redevelopment corporation notwithstanding the fact that it is a different legal entity, other than any restriction of earnings from the project under the Missouri Urban Redevelopment Corporations Law, Sections 353.010, *et seq.*, RSMo. The assumption contained in this section [does not affect any][includes all] rights [or][and] obligations with respect to the Public Improvements [or][and] the reimbursement of costs of the Public Improvements described in the Redevelopment Agreement.

3. **Consent of City and Novation.** The City hereby consents to the assignment of rights, duties, obligations, requirements, conditions and interests of the Redevelopment Corporation and the Developer to the City under the Redevelopment Plan Ordinance, the Redevelopment Plan, and the Redevelopment Agreement, with respect to the Property as described above, to the Assignee, and the assumption by the Assignee of rights, duties, obligations, requirements, conditions and interests of the Redevelopment Corporation and the Developer as described above, and, further, hereby forever and without limitation whatsoever releases, discharges and holds harmless the Redevelopment Corporation and the Developer from rights, duties, obligations, requirements and conditions under the Redevelopment Plan Ordinance, the Redevelopment Plan, and the Redevelopment Agreement with respect to the Property, to the extent assumed by the Assignee. From and after the date of this Novation Agreement the City will look only to the Assignee for the performance of such duties, obligations, requirements and conditions under the Redevelopment Plan Ordinance, the Redevelopment Plan, and the Redevelopment Agreement, with respect to the Property, and not to the Redevelopment Corporation or the Developer.

4. **Defined Terms.** All definitions of terms as are specifically defined in the Redevelopment Plan are incorporated herein by reference and shall have the same meaning, force and effect upon the rights and obligations of the parties to this Novation Agreement as they do under and pursuant to the Redevelopment Plan.

5. **Integration, Modification and Waiver.** This Novation Agreement constitutes the complete and final expression of the agreement of the parties relating to the assignment of redevelopment rights for the Property and supersedes all previous contracts, agreements and understandings of the parties, whether oral or written, relating to such assignment. This Novation Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing referring specifically to this Novation Agreement executed by the party against whom enforcement of the modification or waiver is sought.

6. **Headings and Construction.** The headings which have been used throughout this Novation Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Novation Agreement. Words of any gender used in this Novation Agreement shall be held and construed to include any other gender and words in the singular number

shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here" when used in this Novation Agreement shall refer to the entire Novation Agreement and not to any particular provision or section.

7. **Invalid Provisions.** If any one or more of the provisions of this Novation Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Novation Agreement and all other applications of any such provision shall not be affected thereby.

8. **Binding Effect.** This Novation Agreement shall be binding upon and inure to the benefit of Assignors and Assignee and their respective heirs, representatives, successors and assigns. This Novation Agreement may not be assigned by any party hereto without the express prior written consent of all other parties. Except as expressly provided herein, nothing in this Novation Agreement is intended to confer on any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Novation Agreement as third party beneficiaries or otherwise.

9. **Governing Law.** The laws of the State of Missouri shall govern the validity, enforcement and interpretation of this Novation Agreement.

10. **Further Acts.** In addition to the acts recited in this Novation Agreement to be performed by Assignors or Assignee, Assignors and Assignee agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Novation Agreement.

11. **Effective Date of Agreement.** The effective date of this Novation Agreement shall for all purposes be the date first above written, regardless of the dates of the signatures of the parties to this Novation Agreement.

IN WITNESS WHEREOF, Assignors and Assignee have caused this Novation Agreement to be executed as of the dates set forth after each of their respective signatures.

CITY OF INDEPENDENCE, MISSOURI

ATTEST:

City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

City Counselor

D & J REDEVELOPMENT CORPORATION

By _____

Printed Name: _____

Title: _____

Date: _____

D & J REALTY HOLDINGS, LLC

By _____

Printed Name: _____

Title: _____

Date: _____

ASSIGNEE:

By _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 1

LEGAL DESCRIPTION OF THE PROPERTY

[**LEGAL DESCRIPTION**]

EXHIBIT D

GENERAL DEVELOPMENT SCHEDULE FOR THE REDEVELOPMENT PROJECT

	Property Acquisition	Estimated Dates of Completion for Demolition	Deadline for Completion of Construction
Phase 1	Completed	December 2024	December 31, 2027
Phase 2	Completed	Not Applicable	December 31, 2028
Phase 3	Completed	Not Applicable	December 31, 2029
Phase 4	Completed	Not Applicable	December 31, 2029