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

TITLE OF DOCUMENT: WAIVER AND CONSENT

DATE OF DOCUMENT: _____, 2022

GRANTOR: CENTERPOINT MEDICAL CENTER OF
INDEPENDENCE, LLC

GRANTOR'S MAILING ADDRESS: _____

GRANTEE: CITY OF INDEPENDENCE, MISSOURI

GRANTEE'S MAILING ADDRESS: 111 E. Maple Avenue
Independence, MO 64050
Attention: City Clerk

RETURN DOCUMENTS TO: City Clerk, address above.

LEGAL DESCRIPTION: See **Exhibit A**

REFERENCE DOCUMENT: Tax Increment Financing Redevelopment Agreement
recorded as Instrument No. _____, as amended;
Special Warranty Deed recorded as Instrument No.
2008E0038418

WAIVER AND CONSENT

THIS WAIVER AND CONSENT granted by **CENTERPOINT MEDICAL CENTER OF INDEPENDENCE, LLC**, a Delaware limited liability company, as grantor (the “Developer”), to the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as grantee (the “City”);

RECITALS:

1. The City has previously approved the Independence Regional Medical Center Tax Increment Financing Plan (as amended, the “Plan”).

2. In connection with the Plan, the City has entered into a Tax Increment Financing Redevelopment Agreement dated as of October 27, 2005 (as amended, the “Redevelopment Agreement”) with Midwest Division -- IRHC, LLC, a Delaware limited liability company (the “Original Developer”) and the Developer has acquired the rights of the Original Developer under the Redevelopment Agreement.

3. Pursuant to the Redevelopment Agreement, the Developer dedicated to the City a portion of the Redevelopment Area described in the Plan for the purpose of “Governmental Uses,” which include only use as a police substation or a fire station and for other governmental offices or meeting space, the building constructed for such purposes being the “Public Safety Facility.”

4. Section 6.09 of the Redevelopment Agreement provides that if the City stops using the Public Safety Facility for Governmental Uses, then title to the property on which the Public Safety Facility is located and all improvements on the property shall revert to the Developer.

5. Section 6.09 of the Redevelopment Agreement also provides that proceeds from TIF Obligations (as defined in the Redevelopment Agreement) or funds allocated on a “pay as you go” basis, in the sole discretion of the City and in the estimated amount set forth in the Project Budget (as defined in the Redevelopment Agreement), shall be used to design and construct the Public Safety Facility (such funds are referred to in this Waiver and Consent as the “Public Safety Facility TIF Funds”).

6. The Developer deeded the property described in Exhibit A (the “Public Safety Facility Land”) to the City pursuant to a Special Warranty Deed dated as of April 7, 2008 (the “Deed”), which Deed contained restrictions on use of the Public Safety Facility Land (the “Deed Restrictions”) for the benefit of the Developer and any of the Developer’s affiliates known as Centerpoint Medical Center in Independence, Missouri (the “Affiliates”).

7. The Public Safety Facility has yet to be constructed and the City has been approached by Comprehensive Mental Health Services (“CMHS”) with a proposal to locate a rapid access/crisis stabilization unit, described as a facility staffed by a multidisciplinary team including but not limited to behavioral health technicians, peer support specialist, financial resource specialist, nursing staff, licensed clinicians, APRN’s/psychiatrist, and a program director for the purpose of providing behavioral health services (the “Behavioral Health Services Facility”) on the Public Safety Facility Land in the area designed by the Redevelopment Agreement for the Public Safety Facility.

8. In order to allow for the continued development of the Redevelopment Area and to benefit the City and the Redevelopment Area by the location of the Behavioral Health Services Facility on the Public Safety Facility Land in the area designed by the Redevelopment Agreement for the Public

Safety Facility, the Developer is willing to grant this Waiver and Consent to the City on behalf of itself and its Affiliates.

NOW, THEREFORE, in consideration of the premises and consideration granted by the City, the receipt and sufficiency of which is hereby confirmed, the Developer does hereby waive, consent and agree as follows, on behalf of itself and its Affiliates:

1. Location and Use of the Behavioral Health Services Facility. The Developer hereby consents to the location of the Behavioral Health Services Facility on the Public Safety Facility Land in the area designed by the Redevelopment Agreement for the Public Safety Facility and waives any right under the Redevelopment Agreement and the Deed to challenge the use thereof for the purpose of providing behavioral health services or to trigger the right of reversion described under Section 6.09 of the Redevelopment Agreement based on such use. Such waiver shall apply to a Behavioral Health Services Facility constructed as a stand-alone building or as part of a larger building incorporating other City uses that constitute Governmental Uses. The Developer understands that the City may convey all or a portion of the land described in Exhibit A to CMHS or an affiliate thereof for such purpose and the Developer hereby consents to such conveyance.

2. Public Safety Facility TIF Funds. The Developer hereby consents and agrees that, if the Behavioral Health Services Facility is incorporated into the Public Safety Facility, the Public Safety Facility TIF Funds may still be applied to fund such portions of the Public Safety Facility as are constructed for Governmental Uses and not for the purpose of providing behavioral health services.

3. Definition of Terms. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Redevelopment Agreement.

4. Reliance. The Developer understands that the City and CMHS will rely on this Waiver and Consent in the development and construction of the Behavioral Health Services Facility and the Public Safety Facility

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Developer has caused this Waiver and Consent to be executed in its corporate name as of the date first above written.

CENTERPOINT MEDICAL CENTER OF INDEPENDENCE, LLC,
a Delaware limited liability company

By: *Nicholas L. Paul*
Name: **Nicholas L. Paul**
Title: **Vice President**

ACKNOWLEDGMENT

STATE OF TN)
) SS.
COUNTY OF Davidson)

On this 15 day of April, 2022, before me, the undersigned, a Notary Public, appeared Nicholas L. Paul, who, being by me duly sworn, did say that (s)he is the Vice President of **CENTERPOINT MEDICAL CENTER OF INDEPENDENCE, LLC**, a Delaware limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

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



[SEAL]

Anne Marie Gebel
Typed or Printed Name: Anne-Marie Gebel
Notary Public in and for said State

My commission expires: 7/1/25

EXHIBIT A

The following described real estate located in Jackson County, Missouri:

Lot 4, CENTERPOINT MEDICAL CENTER OF INDEPENDENCE, a subdivision in Independence, Jackson County, Missouri, according to the Final Plat of CENTERPOINT MEDICAL CENTER OF INDEPENDENCE, recorded on June 12, 2007 as Document No. 2007E0077441.