

## REIMBURSEMENT AGREEMENT

21<sup>st</sup> THIS REIMBURSEMENT AGREEMENT (this "**Agreement**"), is entered into as of this day of January, 2016 (the "**Effective Date**") among the **51<sup>st</sup> & OAK COMMUNITY IMPROVEMENT DISTRICT**, a Missouri political subdivision (the "**District**") and **51<sup>st</sup> & Oak, LLC** (the "**Developer**"), with the District and the Developer being sometimes collectively referred to herein as the "**Parties**," and individually as a "**Party**," as the context so requires.

### RECITALS

WHEREAS, on July 2, 2015 the City of Kansas City, Missouri (the "**City**") approved Ordinance No. 150507, which approved a petition (the "**Petition**," a copy of which is attached hereto as Exhibit A) authorizing the creation of the District pursuant to the Missouri Community Improvement District Act, RSMo. § 67.1401 *et seq.* (the "**CID Act**") for a period of thirty (30) years from the date of the approval of such Ordinance (the "**CID Term**," which term shall include any extension of the CID Term approved by the City);

WHEREAS, the boundaries of the District as described in the Petition (the "**District Property**," a legal description of the property is attached hereto as Exhibit B) includes the following proposed development components: (1) a Whole Foods grocery store, (2) the UMKC Student Health and Counseling Center, and (3) an apartment complex;

WHEREAS, prior to and after the Effective Date, certain expenses in furtherance of the goals of the District for purposes permitted under the Petition and the CID Act (the "**CID Costs**") have been and will be undertaken by the Developer;

WHEREAS, the District did not and does not have the financial capability to undertake the CID Costs absent these expenditures of the Developer;

WHEREAS, the District hereby acknowledges and agrees that the Developer is entitled to reimbursement of the CID Costs, including interest from the date such costs are certified pursuant to this Agreement, from revenues generated by an additional one percent (1%) sales tax imposed on all taxable sales within the District pursuant to the CID Act (the "**CID Revenues**");

WHEREAS, the Parties now desire to enter into this Agreement for the purpose of establishing the rights and obligations of each Party regarding reimbursement of the CID Costs.

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

### AGREEMENT

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

2. Representations. Each Party hereby represents that it has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement. Accordingly, this Agreement constitutes a legal valid and binding obligation of each Party, enforceable in accordance with its terms. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

3. CID Costs. The Parties acknowledge that the approximate total of all CID Costs to be undertaken to finance certain improvements within the District during the CID Term is \$4,584,032, a budget for which is contained in Exhibit C. CID Costs will be incurred by the Developer or its assigns after the Effective Date and continue for the duration of the CID Term, and the actual amount of such CID Costs shall be determined at the time such costs are incurred notwithstanding that the amount incurred or cost categories may differ from the amounts stated in the budget included as Exhibit C. The Parties acknowledge that the Developer shall retain the exclusive control over the scope, nature, and type of improvements constructed.

4. Submittal and Verification of CID Costs. The Parties acknowledge that the District may use the CID Revenues only to finance items permitted by the Petition and the CID Act. Accordingly, documentation of all CID Costs in a form satisfactory to the District must be submitted to the District and verified for compliance with the Petition and the CID Act prior to the disbursement of any reimbursement for such CID Costs from CID Revenues. The District hereby agrees to promptly review any documentation submitted by the Developer or its assigns for any CID Costs incurred by such party. If the District, in its reasonable discretion, deems such documentation to demonstrate: (1) that such costs were actually incurred and (2) that such costs are permitted to be financed with CID Revenues pursuant to the Petition and the CID Act, then such CID Costs shall be deemed as "certified" for reimbursement pursuant to this Agreement (the "**Certified CID Costs**").

5. Interest on Certified CID Costs. The Parties acknowledge that Certified CID Costs shall bear an annual interest rate of 6% until repayment of the Certified CID Costs. Such interest shall accrue and be calculated on a monthly basis from the date that any CID Costs become Certified CID Costs up to the duration of the CID Term.

6. CID Annual Administrative Costs. The Parties acknowledge that the District has certain ongoing operating expenses (collectively, the "**CID Annual Administrative Costs**") that shall be paid throughout the CID Term prior to releasing any CID Revenues to reimburse the CID Costs, which shall include: (i) accounting costs incurred by the District associated with annual budgeting and reporting as required by the CID Act; (ii) legal fees incurred by the District associated with the annual obligations of the District; (iii) costs incurred by the District related to the collection of CID Revenues; (iv) costs incurred by the District associated with any audit required under the CID Act; and (v) the costs of director and officer insurance for the directors and officers of the District. The CID Annual Administrative Costs shall not include (a) the cost of improvements within or outside of the District; (b) the cost of services within or outside of the District other than those specifically defined in this Section as CID Annual Administrative Costs; (c) consulting or other fees paid to any member of the District's Board of Directors or to any

other third party; (d) rent for any physical space for the operations of the District; or (e) any other cost not reasonably related to statutory reporting and budgeting operations of the District in the ordinary course as defined in the CID Act.

7. Division of CID Revenues for Reimbursement of CID Costs.

7.1 On a quarterly basis for the duration of the CID Term, the CID Revenues shall be distributed as follows:

- A. First, the District shall utilize CID Revenues to create an escrow in an amount that is projected to cover its CID Annual Administrative Costs for a period of six (6) months from the Effective Date (the “**Reserve Fund**”).
- B. Second, the CID Annual Administrative Costs shall be deducted from the CID Revenues and utilized by the District to pay CID Annual Administrative Costs actually incurred by the District. To the extent the CID Annual Administrative Costs exceed the CID Revenues, the District may draw upon the Reserve Fund to pay such CID Annual Administrative Costs.
- C. Third, to the extent the District drew upon the Reserve Fund to pay CID Annual Administrative Costs, CID Revenues shall be utilized to repay the portion of the Reserve Fund so used.
- D. Fourth, the balance of the CID Revenues (the “**Net CID Revenues**”) shall be due and payable to the Developer to reimburse Certified CID Costs pursuant to this Agreement.

7.2 The Parties hereby acknowledge that the Certified CID Costs incurred by the Developer or its assigns (including any interest on such costs) may exceed the Net CID Revenues generated over the CID Term. In the event that Certified CID Costs are outstanding at the termination of the CID Term, the District shall release to the Developer the Reserve Fund. In the event that the Net CID Revenues exceed the Certified CID Costs, the District shall escrow the Net CID Revenues until a date that is ninety (90) days prior to the termination of the CID Term. Upon such date, provided that no Certified CID Costs are then outstanding for payment pursuant to this Agreement, the District may utilize such escrowed Net CID Revenues and any Net CID Revenues generated for the duration of the CID Term for any purpose permitted by the Petition and the CID Act.

7.2 The Parties acknowledge that the Net CID Revenues may fluctuate from time to time, and the District makes no guarantee or warranty of the sufficiency of the Net CID Revenues to repay the Certified CID Costs or any interest thereon.

7.3 Upon the request of the Developer, or its assigns, at any time during the CID Term, the District shall promptly provide an accounting of CID Revenues and CID Annual Administrative Costs.



8. Assignment. This Agreement shall not be assigned by the District without the prior written consent of the Developer. The Developer may assign this Agreement at its sole and absolute discretion with written notice to the District.

9. Assignment of Reimbursement Right.

9.1 At any time during the CID Term, the Developer may wholly or partially assign to one or more third-parties its right to reimbursement under this Agreement, including the right to receive interest for any Certified CID Costs. Upon any such assignment, if directed in writing by the Developer (or any party to which this Agreement has been assigned by the Developer), the District shall make any reimbursement payments required hereunder directly to any whole or partial assignee, as applicable.

9.2 The District acknowledges that the amount of any partial assignment is not required to correspond to the amount of CID Revenues generated on any part of the District Property. Notwithstanding the foregoing, the District agrees to cooperate in good faith with the Developer, its assignee or assignees, and the Missouri Department of Revenue, to identify the CID Revenues generated from the sales tax collected in the District Property to allow the amount of CID Revenues generated in each such component to be assigned to third-parties.

10. No Material Modification of the District. The Parties hereby agree to refrain from taking any action that would materially modify the ability of the District to generate or collect the CID Revenues for the duration of the CID Term.

11. Defaults and Remedies.

11.1. Events of Default. If any one or more of the following events (each, an “**Event of Default**”) shall occur and be continuing, such event or events shall constitute an Event of Default under this Agreement:

A. Failure by the District to distribute Net CID Revenues in accordance with this Agreement;

B. Deduction by the District of items not enumerated in this Agreement as CID Annual Administrative Costs from CID Revenues for the purpose of calculating Net CID Revenues; and

C. Failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for sixty (60) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

11.2. Remedies on Default. If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by any suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and

employees, and to require and compel duties and obligations required by the provisions of this Agreement, and shall be entitled to obtain from the defaulting Party attorney's fees and other costs for such action.

11.3. Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

11.4. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

## 12. Miscellaneous.

12.1. Effective Date and Term. **This Agreement shall terminate concurrently with the termination of the CID Term.**

12.2. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties, or in the event that the Developer has assigned its interest hereunder, by mutual agreement between the District and such assignee.

12.3. Time and Performance are of the Essence. Time and exact performance are of the essence of this Agreement.

12.4. Notices. Any notice, demand, or other communication required by this Agreement to be given to either Party hereto to the other shall be in writing and shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified. Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof.

If to the District:

51<sup>st</sup> & Oak Community Improvement District  
4900 Main Street, Suite 400  
Kansas City, MO 64112

If to the Developer:

51<sup>st</sup> & Oak, LLC  
4900 Main Street, Suite 400  
Kansas City, MO 64112

12.5. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that the engagement of common special legal counsel among two or more Parties to this Agreement does not materially limit the representation of those Parties and will not adversely affect the relationship between such Parties. To the extent that such common legal representation presents a conflict of interest, the Parties hereby consent to common representation. In the event of any legal proceeding to enforce the terms of this Agreement, the venue shall be in Jackson County, Missouri.

12.6. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

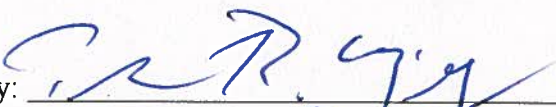
12.7. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signatures follow on separate pages.]

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

**DISTRICT:**


51<sup>st</sup> & OAK COMMUNITY IMPROVEMENT DISTRICT

By:   
Name: Thomas R. Gee, Jr.  
Title: Executive Director

**DEVELOPER:**

51<sup>st</sup> & Oak, LLC,

a Missouri limited liability company

By:   
Name: David Harrison  
Title: Manager

**EXHIBIT A**

**CID Petition**



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**PETITION FOR ESTABLISHMENT OF THE  
51st & Oak COMMUNITY IMPROVEMENT DISTRICT  
CITY OF KANSAS CITY, MISSOURI**

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**JUNE 2015**

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**PETITION FOR THE CREATION OF THE  
51st & Oak COMMUNITY IMPROVEMENT DISTRICT**

To the Mayor and City Council of the City of Kansas City, Missouri:

The Curators of the University of Missouri, a public corporation for the benefit of the University Of Missouri – Kansas City (the “University”), the Kansas City Young Matrons, Central United Methodist Church, and the Kansas City Area Transportation Authority (collectively, the “Petitioner”), being the owner of the following:

- (1) one hundred percent (100%) by assessed value of the real property, and
- (2) one hundred percent (100%) of all owners of real property.

within the boundaries of the hereinafter described community improvement district, does hereby petition and request that the City Council of the City of Kansas City, Missouri create a community improvement district as described herein under the authority of Sections 67.1401 to 67.1571, RSMo (the “CID Act”). In support of this petition, the Petitioner sets forth the following information in compliance with the CID Act:

1. District Name. The name for the proposed community improvement district (“CID” or “District”) is:  
  
51st & Oak Community Improvement District.
2. Legal Description and Map. A legal description and map depicting the boundaries of the proposed District are attached hereto as Exhibit A and Exhibit B, respectively. The proposed district consists of approximately 3 acres and is located entirely within the City of Kansas City, Missouri.
3. Five-Year Plan. A five-year plan as required by the CID Act is attached hereto as Exhibit C (the “Five Year Plan”).
4. Form of District. The proposed district will be established as a political subdivision of the State of Missouri under the CID Act.
5. Board of Directors.
  - a. Number. The District shall be governed by a Board of Directors (the “Board”) consisting of five (5) members, one of whom shall be designated by the University and all of whom shall be appointed by the municipality in accordance with this petition.
  - b. Qualifications. Each Member of the Board (“Director”) shall meet the following requirements:
    - (1) be at least 18 years of age;

- (2) be and must declare to be either an owner of real property within the District ("Owner") or an authorized representative of an Owner, an owner of a business operating within the District ("Operator"), or a registered voter ("Resident") residing within the District, as provided in the CID Act;
- (3) be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution; and
- (4) except for the initial directors named in this Petition, be nominated according to a slate submitted as described in this Petition.

c. Initial Directors. The initial directors ("Initial Directors") and their respective terms shall be as follows:

- (1) Tom McGee  
Owner's Representative - four (4) year term
- (2) Robert A. Simmons  
University's Owner Representative - four (4) year term
- (3) Leah Fitzgerald  
Owner's Representative - two (2) year term
- (4) Marty McDonald  
Owner's Representative - two (2) year term
- (5) Jeff Smith  
Owner's Representative - two (2) year term

The Owners by signing this Petition hereby designate Robert A. Simmons as University's Owner Representative for the purpose of serving on the Board of Directors, and designate the other above-noted Initial Directors as their legal representatives for the purposes of serving on the Board of Directors.

d. Terms. Each Initial Director named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with this Petition. Each Successor Director shall serve a four (4) year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a Director is not able to serve his/her term, the remaining Directors shall elect an Interim Director to fill the vacancy of the unexpired term, except that if the University's Owner Representative is not able to serve his or her term, the University shall select an Interim Director as the University's Owner Representative.

Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth above, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to

remove said Director. Further, except for the University's Owner Representative, a Director may be removed by unanimous vote of the other Directors (with a successor Director as provided herein).

- e. Successor Directors. Except for the University's Owner Representative, Successor Directors shall be appointed by the Mayor with the consent of the City Council by resolution according to a slate submitted by the Executive Director of the District to the City of Kansas City, Missouri's City Clerk (the "City Clerk"); provided, however, for Successor Directors for the University's Owner Representative, the slate shall be chosen and submitted by the University. Upon receipt of a slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor for consideration by the City Council.
6. Assessed Value. The total assessed value of all real property in the District is \$1,390,832.
7. Duration of District. The proposed maximum length of time for the existence of the district is thirty (30) years from the date of the ordinance approving the Petition. The District may be terminated prior to the end of such maximum thirty (30) year term in accordance with the provisions of the CID Act and this Petition, and said thirty (30) year term shall not be extended unless a new petition is submitted and approved pursuant to the terms of the CID Act. In accordance with the City's approved CID Policy under Second Committee Substitute for Resolution No. 120605 and Resolution No. 130844, the requested term of the District exceeds twenty (20) years as it is contemplated that the revenues of the District Sales Tax will be utilized to repay debt issued to fund capital improvements within the District.

Notwithstanding anything else to the contrary contained in this Section 7, the ordinance establishing the District shall provide that its effectiveness shall be conditioned on: (i) The Curators of the University of Missouri having acquired from Kansas City Young Matrons fee title to the property now owned by Kansas City Young Matrons in accordance with the terms and conditions of the Real Estate Exchange Contract between them dated April 23, 2015, as evidenced by the recordation of a deed therefor in the Office of the Recorder of Deeds of Jackson County, Missouri, prior to December 31, 2015, and the failure to include such a requirement within the ordinance shall invalidate this Petition; and (ii) the beginning of the Commencement Date under that certain Ground Lease dated February 20, 2015 by and between the Kansas City Area Transportation Authority and 51<sup>st</sup> and Oak, LLC, and the payment of Basic Ground Rent, as those terms are defined therein, and the failure to include such a requirement within the ordinance shall invalidate this Petition.
8. Real Property and Business License Taxes. The District will not have the power to impose a real property tax levy or business license taxes.
9. Special Assessments. The District will not have the power to impose special assessments.
10. Sales Tax. Qualified voters of the District may be asked to approve a sales tax of up to one percent (1%) ("District Sales Tax"), in accordance with the CID Act, to fund any improvements within the District and/or to pay the costs of services provided by the District to the extent permitted under the CID Act. Additional details about the District Sales Tax are set forth in the Five Year Plan attached hereto as Exhibit C. Notwithstanding anything else to the contrary contained in this Section 10, the District shall not be permitted to impose the District Sales Tax upon the District if, prior to December 31, 2015, The Curators of the University of Missouri have



not acquired from Kansas City Young Matrons fee title to the property now owned by Kansas City Young Matrons in accordance with the terms and conditions of the Real Estate Exchange Contract between them dated April 23, 2015, as evidenced by the recordation of a deed therefor in the Office of the Recorder of Deeds of Jackson County, Missouri. The Initial Directors and the Directors, as applicable, shall be prohibited from amending this Section 10 without the consent of all owners of fee title to the property within the District.

11. Borrowing Limits. Petitioner does not seek limitations on the borrowing capacity of the District.
12. Revenue Limits. Petitioner does not seek limitations on the revenue generation of the District.
13. Future Five Year Plans. The District shall submit future Five (5) Year Plans meeting the requirements of Section 1421.2(3)(d), RSMo (as amended or replaced from time to time) to the City for comment and review no earlier than 180 days and no later than 90 days prior to the expiration of each then-current Five (5) Year Plan.
14. Annual Budgets. No earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, the District shall submit to the City Council a proposed annual budget, setting forth expected expenditures, revenues, and rates of assessments and taxes, if any, for such fiscal year. The City Council may review and comment to the District on this proposed budget, but if such comments are given, the City shall provide such written comments to the District no later than sixty (60) days prior to the first day of the relevant fiscal year; such comments shall not constitute requirements but shall only be recommendations.
15. Authority Limits. Petitioner does not seek limitations on the authority of the District, except as set forth in this Petition.
16. Blight. Petitioners do not seek a finding of blight under this Petition.
17. Right to Terminate. The property owners within the District shall have the right to petition the City Council to terminate the District at any time in accordance with the CID Act.
18. City Council Right to Audit. The City Council shall have the right to audit the books and records of the District at any time upon reasonable request.
19. Revocation of Signatures. **THE PETITIONER ACKNOWLEDGES THAT THE SIGNATURE OF THE SIGNER OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**

WHEREFORE, Petitioner respectfully requests that the City Council establish the requested 51st & Oak Community Improvement District in accordance with the information set forth in this Petition and that the Mayor appoint and the City Council consent to the proposed members for the Board of Directors as set forth in this Petition, and take all other appropriate and necessary action that is consistent with the CID Act to establish the requested district.

**EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE  
51st & Oak COMMUNITY IMPROVEMENT DISTRICT**

Name of owner: The Curators of the University of Missouri, a public corporation, for the benefit of the University of Missouri – Kansas City

Owner's telephone number: \_\_\_\_\_

Owner's address: c/o: \_\_\_\_\_, The Curators of the University of Missouri, 5100 Rockhill Road, Kansas City, MO 64110

**IF SIGNER IS DIFFERENT FROM OWNER:**

Name of signer: \_\_\_\_\_

Title: \_\_\_\_\_

Signer's telephone number: \_\_\_\_\_

Signer's mailing address: \_\_\_\_\_

If owner is an individual: \_\_\_\_\_ Single \_\_\_\_\_ Married

If owner is not an individual, state what type of entity (Mark Applicable Box):

<input type="checkbox"/>	Corporation	<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Urban Redevelopment Corporation
<input type="checkbox"/>	Not-for-Profit Corporation	<input type="checkbox"/>	Other

Map and parcel number(s): 30-820-01-02-00-0-00-000 and 30-820-01-03-00-0-00-000

Remaining property located within District is unplatted property that is tax exempt property located within publicly dedicated right of way.

Total Assessed value: \$541,634

By executing this petition, the undersigned represents and warrants that he/she is authorized to execute this petition on behalf of the property owner named immediately below; provided, however, the Undersigned, as a tax exempt entity, does not consent to be taxed hereunder.

Date: \_\_\_\_\_

The Curators of the University of Missouri, a public corporation, for the benefit of the University of Missouri – Kansas City

**APPROVED  
AS TO  
LEGAL FORM  
5/29/15 RLM**

By: \_\_\_\_\_

Name: Brian D. Burnett, Ph.D.

Title: Vice President for Finance &

Chief Financial Officer

STATE OF Missouri )

COUNTY OF Boone )

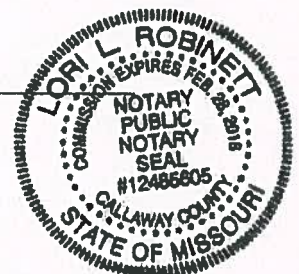
) ss:

On this 29<sup>th</sup> day of May, 2015, before me appeared Brian D. Burnett, to me personally known, who, being by me duly sworn did say that he/she is the Vice President for of The Curators of the University of Missouri, a public corporation, for the benefit of the University of Missouri – Kansas City, and that said instrument was signed on behalf of said entity and said entity acknowledged said instrument to be the free act and deed of said entity.

WITNESS my hand and official seal this 29<sup>th</sup> day of May, 2015.

Lori L. Robinett  
Notary Public

My Commission Expires: \_\_\_\_\_



**EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE  
51st & Oak COMMUNITY IMPROVEMENT DISTRICT**

Name of owner: Kansas City Young Matrons

Owner's telephone number: \_\_\_\_\_

Owner's address: c/o: President, Kansas City Young Matrons, 5100 Oak, Kansas City, MO 64112

**IF SIGNER IS DIFFERENT FROM OWNER:**

Name of signer: \_\_\_\_\_

Title: \_\_\_\_\_

Signer's telephone number: \_\_\_\_\_

Signer's mailing address: \_\_\_\_\_

If owner is an individual: ☐ Single ☐ Married

If owner is not an individual, state what type of entity (Mark Applicable Box):

<input type="checkbox"/>	Corporation	<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Urban Redevelopment Corporation
<input checked="" type="checkbox"/>	Not-for-Profit Corporation	<input type="checkbox"/>	Other

Map and parcel number(s): 30-820-01-01-00-0-00-000

Remaining property located within District is unplatted property that is tax exempt property located within publicly dedicated right of way.

Total Assessed value: \$44,160

By executing this petition, the undersigned represents and warrants that he/she is authorized to execute this petition on behalf of the property owner named immediately below.

Date: May, 2015

Kansas City Young Matrons

By: Barbara Elzner

Name: Barbara Elzner

Title: President

Date: May, 2015

Kansas City Young Matrons

By: \_\_\_\_\_

Name: Joni Etherington

Title: Director of Administration

STATE OF KANSAS )  
 ) ss:  
COUNTY OF JOHNSON )

On this 19 day of May, 2015, before me appeared Barbara Elzner, to me personally known, who, being by me duly sworn did say that he/she is the President of the Kansas City Young Matrons, and that said instrument

was signed on behalf of said entity and said entity acknowledged said instrument to be the free act and deed of said entity.

WITNESS my hand and official seal this 19 day of May, 2015.

  
Notary Public

My Commission Expires: April 9, 2018



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_\_ day of May, 2015, before me appeared Joni Etherington, to me personally known, who, being by me duly sworn did say that he/she is the Director of Administration of the Kansas City Young Matrons, and that said instrument was signed on behalf of said entity and said entity acknowledged said instrument to be the free act and deed of said entity.

WITNESS my hand and official seal this \_\_\_\_\_ day of May, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



On this \_\_\_\_ day of May, 2015, before me appeared Barbara Blazner, to me personally known, who, being by me duly sworn did say that he/she is the President of the Kansas City Young Matrons, and that said Instrument

was signed on behalf of said entity and said entity acknowledged said instrument to be the free act and deed of said entity.

WITNESS my hand and official seal this \_\_\_\_ day of May, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF KANSAS )  
COUNTY OF DANSON ) ss:

On this 21 day of May, 2015, before me appeared Jonl Etherington, to me personally known, who, being by me duly sworn did say that he/she is the Director of Administration of the Kansas City Young Matrons, and that said instrument was signed on behalf of said entity and said entity acknowledged said instrument to be the free act and deed of said entity.

WITNESS my hand and official seal this 21 day of May, 2015.

Karen L. Culbertson  
Notary Public

My Commission Expires: 10/24/2017



**EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE  
51st & Oak COMMUNITY IMPROVEMENT DISTRICT**

Name of owner: Central United Methodist Church

Owner's telephone number: 816 753 1844

Owner's address: c/o: Board of Trustees, Central United Methodist Church, 5144 Oak St., Kansas City, MO 64112

**IF SIGNER IS DIFFERENT FROM OWNER:**

Name of signer: Christian Cochran

Title: Chairperson

Signer's telephone number: 816 753 1844

Signer's mailing address: 5144 Oak Street, Kansas City, MO 64112

If owner is an individual: Single ☒ Married

If owner is not an individual, state what type of entity (Mark Applicable Box):

<input type="checkbox"/>	Corporation	<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Urban Redevelopment Corporation
<input type="checkbox"/>	Not-for-Profit Corporation	<input type="checkbox"/>	Other

Map and parcel number(s): 30-820-01-06-00-0-00-000 (part)

Remaining property located within District is unplatted property that is tax exempt property located within publicly dedicated right of way.

Total Assessed value: \$663,182

By executing this petition, the undersigned represents and warrants that he/she is authorized to execute this petition on behalf of the property owner named immediately below.

Date: May 28, 2015

Central United Methodist Church

By: 

Name: Christian Cochran

Title: Chairperson

STATE OF Missouri )  
 ) ss:  
COUNTY OF Jackson )

On this 1 day of June, 2015, before me appeared Chris Cochran to me personally known, who, being by me duly sworn did say that he/she is the Chairperson of the Central United Methodist Church, and that said instrument was signed on behalf of said entity and said entity acknowledged said instrument to be the free act and deed of said entity.

WITNESS my hand and official seal this 1<sup>st</sup> day of June, 2015.

  
Notary Public

My Commission Expires: 5-21-2018

ALLISON B. HANKS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires May 21, 2016  
Commission # 14920174

**EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE  
51st & Oak COMMUNITY IMPROVEMENT DISTRICT**

Name of owner: Kansas City Area Transportation Authority

Owner's telephone number: (816) 346-0200

Owner's address: c/o: Dick Jarrold, Kansas City Area Transportation Authority, 1200 East 18<sup>th</sup>,  
Kansas City, MO 64108

**IF SIGNER IS DIFFERENT FROM OWNER:**

Name of signer: Richard C. Jarrold

Title: VP - Regional Planning & Development

Signer's telephone number: (816) 346-0356

Signer's mailing address: 1200 E. 18th Street, Kansas City, MO 64108

If owner is an individual: Single Married

If owner is not an individual, state what type of entity (Mark Applicable Box):

<input type="checkbox"/>	Corporation	<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Urban Redevelopment Corporation
<input type="checkbox"/>	Not-for-Profit Corporation	<input checked="" type="checkbox"/>	Other: Political Subdivision

Map and parcel number(s): 30-820-24-05-00-0-00-000 (part)

Remaining property located within District is tax exempt property owned by the Undersigned in fee simple title.

Total Assessed value: \$141,856

By executing this petition, the undersigned represents and warrants that he/she is authorized to execute this petition on behalf of the property owner named immediately below; provided, however, the Undersigned, as a tax exempt entity, does not consent to be taxed hereunder.

Date: May 29, 2015

Kansas City Area Transportation Authority

By: Richard C. Jarrold

Name: Richard C. Jarrold

Title: VP - Regional Planning & Dev.

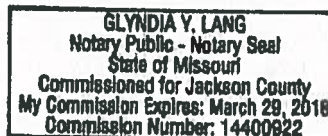
STATE OF Missouri )  
COUNTY OF Jackson ) ss:

On this 29<sup>th</sup> day of May, 2015, before me appeared Richard C. Jarrold, to me personally known, who, being by me duly sworn did say that he/she is the VP Regional Planning of the Kansas City Area Transit Authority, and that said instrument was signed on behalf of said entity and said entity acknowledged said instrument to be the free act and deed of said entity.

WITNESS my hand and official seal this 29<sup>th</sup> day of May, 2015.

Notary Public

My Commission Expires: 3/29/18





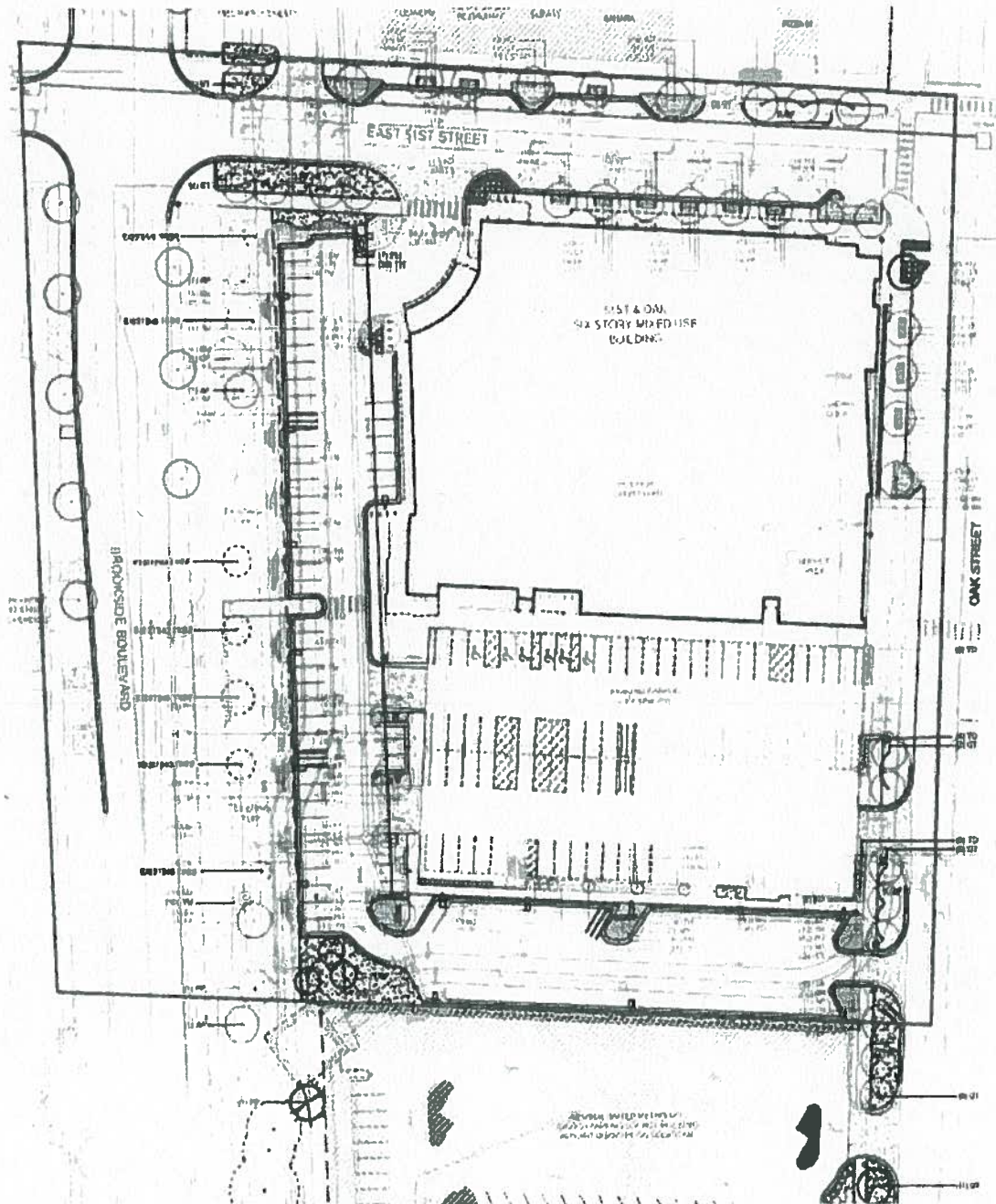
## **EXHIBIT A**

### **Legal Description**

A tract of land in the Northwest Quarter of Section 32, Township 49 North, Range 33 West of the 5th Principal Meridian in Kansas City, Jackson County, Missouri, being bounded and described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South 02°39'34" West, along the East line of said Northwest Quarter, 44.77 feet; thence North 87°20'26" West, 50.00 feet to the intersection of the West right-of-way line of Oak Street, as now established and the South right-of-way line of E 51st Street, as now established said point also being the Point of Beginning of the tract of land to be herein described; thence South 02°39'34" West, along said West right-of-way line, 397.55 feet; thence North 87°19'22" West, 293.85 feet; thence North 02°05'44" West, 400.33 feet to a point on said South right-of-way line; thence South 87°04'42" East, along said South right-of-way line, 327.04 feet to the Point of Beginning. Containing 123,623 square feet or 2.84 acres, more or less, and adjacent public right of way.

## EXHIBIT B

### Boundary Map of 51st & Oak Community Improvement District



**EXHIBIT C  
FIVE YEAR PLAN**

**(Attached)**

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**FIVE YEAR DISTRICT MANAGEMENT PLAN**

**OF THE**

**51st & Oak COMMUNITY IMPROVEMENT DISTRICT**

**CITY OF KANSAS CITY, MISSOURI**

**The information and details outlined in the following pages represent the strategies, and activities that it is anticipated will be undertaken during the initial five-year duration of the 51st & Oak Community Improvement District in Kansas City, Missouri. It is an integral and composite part of the petition to establish the 51st & Oak Community Improvement District.**

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## **Introduction**

The 51st & Oak Community Improvement District (the "District") is created pursuant to Section 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "CID Act"). Section 67.1421, RSMo, requires that the petition for the creation of the District be accompanied by a five-year plan which includes a description of the purposes of the proposed district, the services it will provide, the improvements it will make and an estimate of the costs of these services and improvements to be incurred. This Five-Year District Management Plan (the "Plan") is intended to satisfy this statutory requirement, and is appended to the Petition for Formation of the District as an integral part thereof.

### **Section 1 - Why Create a Community Improvement District?**

The District will encompass a proposed mixed-use development project located to the South of 51<sup>st</sup> Street between Oak Street and Brookside Boulevard (the "Development"). The purpose of the District is to undertake certain improvements and services within the District, as discussed below, and to use or make available its revenue to pay the costs thereof, including without limitation debt service on any notes, bonds or other obligations issued and outstanding from time to time to finance all or any of such costs.

### **Section 2 - What is a Community Improvement District?**

A community improvement district is an entity that is separate from the City of Kansas City and is formed by the adoption of an ordinance by the City Council following a public hearing before the City Council regarding formation of the District. A CID may take the form of a political subdivision of the State of Missouri, or a nonprofit corporation that is formed and operated under Missouri corporation laws. CIDs are empowered to provide a variety of services and to construct and/or finance a number of different public improvements (and in a blighted area, private improvements). CIDs derive their revenue from taxes and assessments levied within the boundaries of the CID. Such revenues are then used to pay the costs of the services or improvements. A CID is operated and managed by a board of directors, whose members may be appointed or elected. Board members serve for a designated period of time, and the Board positions are again elected or appointed at the expiration of each term.

### **Section 3 - Management Plan Summary**

The District in this case will take the form of a separate political subdivision of the State of Missouri, which will be governed by a Board of Directors that will consist of five (5) members appointed by the Mayor of Kansas City with the consent of the City Council pursuant to a slate submitted in accordance with the Petition.

#### ***District Formation:***

CID formation requires submission of signed petitions from a group of property owners:

- collectively owning more than fifty percent (50%) by assessed value of the real property within the District, and
- representing more than fifty percent (50%) per capita of all owners of real property within the District.

In this case, the Petition to which this Plan is attached has been signed by the owners of 100% of the assessed value and 100% of the per capita property owners within the District.

*Location:*

The Development is located to the South of 51<sup>st</sup> Street between Oak Street and Brookside Boulevard in Kansas City, Missouri and consists of approximately 3 acres. The District will include a proposed mixed-use development project.

*Assessed Value of District:*

The total assessed value of the properties within the District on the date of the Petition is \$1,390,832.

*Improvements and Services:*

The purpose of the District is to provide funding for the construction of certain public improvements as identified in the CID Act. The primary contemplated improvements are (i) the construction of a parking garage; (ii) the construction of streetscape improvements within the District; (iii) the construction of traffic improvements to the public right of way included within the District not otherwise financed by the City, and (iv) the construction of certain sewer improvements within the District not otherwise financed by the City, as well as the repayment of debt incurred to finance such improvements. Other improvements to be financed may include any other items permitted by the CID Act. These improvements are collectively referred to herein as the "Improvements." The costs of the Improvements to be financed by the District shall include all associated design, architecture, engineering, financing, private interest carry, legal and administrative costs of same. Additionally, the District may perform certain ongoing maintenance of the Improvements (the "Services").

It is also anticipated that all costs, including attorneys fees, associated with formation of the District, including, but not limited to, the preparation of the CID Petition, the negotiation and drafting of any agreements entered into upon formation of the District in furtherance of the District's purposes, and the initial implementation of the District ("Formation Costs") will be reimbursed to the advancing party, or paid directly, from funds generated by the District.

*Goal of the Improvements and the Services*

The primary goals of the District in financing the Improvements and the Services are (i) to foster the development of a property in an emerging area of the City to its highest and best use and (ii) to stimulate economic development through making improvements to the property to serve development that will be occurring thereon.

*Method of Financing:*

It is proposed that the District will impose a one percent (1%) sales and use tax (the "District Sales Tax"), which is in addition to any other state, county or city sales and use tax. The District Sales Tax is payable on the same retail sales that are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, except sales of motor vehicles, trailers, boats or outboard motors, and sales to or by public utilities and providers of communications, cable, or video services. All costs of the District shall be financed in the manner and amount determined by the Board of Directors from the amounts on deposit with the CID.

Amounts advanced to the District by the Petitioner, or its successors or assigns, to cover the costs contemplated hereunder will be reimbursed by the District upon the availability of funds. All financing costs, including interest costs, associated with any loan obtained by the District, or notes, bonds, or other obligations issued by District to finance Improvements and/or Services may be paid from CID Sales Tax revenues.

*Estimated Costs:*

Attached as **Exhibit A** to this Plan is a table setting forth the estimated cost of the Improvements and the Services, and a table setting forth the projected cash flow for the first five years of the District's existence.

*City Services:*

The CID Act mandates that existing City services will continue to be provided within a CID at the same level as before the District was created (unless services are decreased throughout the City) and that District services shall be in addition to existing City services. The District anticipates that City services will continue to be provided within the District at the same level as before the District was created, and the District will not cause the level of City services within the District to diminish.

*Duration:*

The District will operate for a maximum term of thirty (30) years from the date of the ordinance approving the Petition. Notwithstanding that the District is at the time providing Services, but subject to the contractual rights of any third parties, the District may be terminated prior to the end of such maximum thirty (30) year term if the Improvements have been completed and the costs thereof paid for or reimbursed in full with CID Sales Tax revenue. The petition process must be repeated for the District to continue beyond thirty (30) years.

**Section 4  
District Boundaries**

The legal description of the District is attached as **Exhibit A** to the Petition.

**Section 5  
Facilities and Services to Be Provided**

As explained above, during the first five years, the purpose of the District is to provide revenue sources in support of contracting with any private property owner to effectuate the Improvements, and providing or contracting for the Services.

## **Section 6**

### **Governing the Community Improvement District**

#### *City Council:*

Following the submission of the Petition, the City Council will conduct a public hearing and then consider an ordinance to create the District.

#### *Board of Directors for District:*

The District will be governed by a Board of Directors that will consist of five members appointed by the Mayor of Kansas City with the consent of the City Council. It is anticipated that if the District (or the University for the University Owner's Representative) submits names of suggested successor directors to the City in writing at least thirty (30) days prior to the expiration date of the terms of the applicable directors, the Mayor shall appoint such directors as successor directors, with the consent of the City Council, unless the Mayor provides the District with a reasonable written explanation that such suggested successor directors do not meet applicable legal requirements or lack the competency to serve as directors.

#### *Annual Budget:*

The District's budgets will be proposed and approved annually, within the limitations set forth in this Plan, by the District's Board of Directors. Budgets will be submitted annually to the City Council of the City of Kansas City for review and comment in accordance with the CID Act. The District will operate at all times in accordance with the District Rules and Regulations (Section 7) and the Bylaws of the District.

## **Section 7**

### **District Rules and Regulations**

1. The District shall operate at all times in accordance with Bylaws that may be adopted by the Board of Directors. The District shall at all times conduct its proceedings in accordance with Robert's Rules of Order, except as otherwise provided in any Bylaws.
2. The Board of Directors of the District will meet at least on an annual basis.

**END OF DOCUMENT**



**EXHIBIT A TO FIVE YEAR PLAN OF THE  
51st & OAK COMMUNITY IMPROVEMENT DISTRICT**

**ESTIMATED COSTS OF IMPROVEMENTS AND SERVICES<sup>1</sup>**

<b>Improvements/Services</b>	<b>Estimated Cost</b>
<b>Hard Construction Costs</b>	
Demolition & Clearing	\$ 41,544
Structured Parking	\$ 1,875,433
Grading/Excavation	\$ 472,652
Hardscape (Concrete/Paving)	\$ 448,379
Utility Improvements	\$ 248,157
Landscape/Streetscape Improvements	\$ 195,573
Signage/Monumentation	\$ 12,500
Street Improvements/Signal Upgrades	\$ 333,449
Offsite Infrastructure Improvements	\$ 402,416
Contingency	\$ 129,007
<b>Soft Costs</b>	
General Development Costs/Fees	\$ 197,175
Design/Engineering	\$ 45,400
Legal/Formation Costs	\$ 50,000
Construction Interest Carry	\$ 101,593
Financing Costs	\$ 30,754
<b>Subtotal Hard + Soft Costs</b>	<b>\$ 4,584,032</b>
<b>Miscellaneous</b>	
Ongoing CID Admin. Costs @ \$20k/year over 30 years	\$ 600,000
<b>TOTAL ESTIMATED COSTS<sup>2</sup></b>	<b>\$ 5,184,032</b>

**CASHFLOW PROJECTION**

	Year 1 2015	Year 2 2016	Year 3 2017	Year 4 2018	Year 5 2019
<b>REVENUE<sup>3</sup></b>	\$0	\$0	\$44,216	\$247,140	\$257,826

<sup>1</sup> These costs are estimates and may fluctuate based on actual costs incurred for purposes permitted by the CID Act.

<sup>2</sup> Any annual revenue generated will be utilized to pay any costs of the District in the discretion of the Board of Directors.

<sup>3</sup> All financing costs, including ongoing interest costs, associated with any loan obtained by the District, or funds advanced to the District, or notes, bonds, or other obligations issued by District to finance Improvements and/or Services may be paid from CID Sales Tax revenues.

## **EXHIBIT B**

### **Legal Description of the District Property**

A tract of land in the Northwest Quarter of Section 32, Township 49 North, Range 33 West of the 5th Principal Meridian in Kansas City, Jackson County, Missouri, being bounded and described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South 02°39'34" West, along the East line of said Northwest Quarter, 44.77 feet; thence North 87°20'26" West, 50.00 feet to the intersection of the West right-of-way line of Oak Street, as now established and the South right-of-way line of E 51st Street, as now established said point also being the Point of Beginning of the tract of land to be herein described; thence South 02°39'34" West, along said West right-of-way line, 397.55 feet; thence North 87°19'22" West, 293.85 feet; thence North 02°05'44" West, 400.33 feet to a point on said South right-of-way line; thence South 87°04'42" East, along said South right-of-way line, 327.04 feet to the Point of Beginning. Containing 123,623 square feet or 2.84 acres, more or less, and adjacent public right of way.

## **EXHIBIT C**

### **Estimated Budget of the CID Costs**

#### **Hard Construction Costs**

Demolition & Clearing	\$41,544
Structured Parking	\$1,875,433
Grafiing/Excavation	\$472,652
Hardscape (Concrete/Paving)	\$448,379
Utility Improvements	\$248,157
Landscape/Streetscape Improvements	\$195,573
Signage/Monumentation	\$12,500
Street Improvements/Signal Upgrades	\$333,449
Offsite Infrastructure Improvements	\$402,416
Contingency	\$129,007

#### **Soft Costs**

General Development Costs/Fees	\$197,175
Design/Engineering	\$45,400
Legal/Formation Costs	\$50,000
Construction Interest Carry	\$101,593
Financing Costs	\$30,754

**SUBTOTAL HARD + SOFT COSTS** **\$4,584,032**

#### **Miscellaneous**

Ongoing CID Admin. Costs @ \$20k/year over 30 years	<b>\$600,000</b>
<b>Total Estimated Costs</b>	<b>\$5,184,032</b>