HISTORIC NORTHEAST
TAX INCREMENT FINANCING PLAN

KANSAS CITY, MISSOURI

TIF COMMISSION APPROVAL:

12/27/23	**12-19-23**
DATE:	**RESOLUTION NO.**

CITY COUNCIL APPROVAL:

3/21/24	**240258**
DATE:	**ORDINANCE NO.**

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I. SUMMARY

The Historic Northeast Tax Increment Financing Plan (the "Plan") provides for the construction of (1) approximately 389 multi-family residential units, of which 322 shall be reserved as "affordable housing" for tenants who earn less than 80% of the Kansas City, Missouri median household income, approximately 13,000 square feet of retail space, an approximately 30,000 square foot daycare center and after school program space, and approximately 500 parking spaces (the "Project Improvements") and (2) the construction or reconstruction of public infrastructure improvements, including, but not limited to sanitary and storm sewer, utilities, sidewalks, and any other required or desired infrastructure, that support and enhance the Project Improvements (collectively, the "Public Improvements").

The proposed Redevelopment Area described by the Plan in which the Project Improvements and Public Improvements shall be constructed is located in an area that is generally bounded by Parretta Drive on the north, Van Brunt Boulevard on the west, East 23rd Street on the south, and I-435 on the east, all in Kansas City, Jackson County, Missouri, and consists of one Redevelopment Project Area described on **Exhibit 1B** and depicted on **Exhibit 2B**.

The estimated Redevelopment Project Costs to implement the Project Improvements and Public Improvements is $178,931,655, which shall include estimated financing costs in the amount of $2,563,925 and all such costs are identified on **Exhibit 5** attached hereto. It is anticipated that the aforementioned Redevelopment Project Costs will be funded from the following sources: (A) Economic Activity Taxes generated and collected within the Redevelopment Project Area, (B) Additional City EATs (as hereafter defined) generated and collected within the Redevelopment Project Area, (C) a monetary contribution from the Kansas City Affordable Housing Trust Fund in the amount of $1,575,000, (D) a loan from Kansas City Brownfield Revolving loan fund of $7,000,000, (E) energy rebates in the amount $350,000, (F) private debt in the approximate amount of $32,803,211, (G) and tax credit equity in the amount of $82,562,470, and (H) deferred fees in the approximate amount of $8,207,874 (collectively, the "Sources"). The projected Economic Activity Taxes and Additional City EATs are identified on **Exhibit 6** attached to this Plan.

The total initial equalized assessed valuation of the Redevelopment Area, according to 2023 tax records at the Jackson County Assessor's Office, is approximately $116,260,812. The 2023 calendar year combined ad valorem property tax levy is $7.8179 per $100 assessed valuation for residential property and $9.2549 per $100 assessed valuation for commercial property. Following the completion of the Project Improvements and Public Improvements, it is estimated that the assessed value of the real property within the Redevelopment Area will increase to approximately $130,785,370.

Pursuant to the Act, Economic Activity Taxes and Payments in Lieu of Taxes generated and collected within the Redevelopment Area for a twenty-three (23) year period after the Redevelopment Project Area is designated by an ordinance approved by the City Council, may be used to pay Reimbursable Project Costs.

The estimated total Economic Activity Taxes generated within the Redevelopment Project Areas and deposited into the Special Allocation Fund and, upon annual appropriation or upon being budgeted and transferred by the City Council, available to pay Reimbursable Project Costs, is approximately $38,445,215, all of which may be used to reimburse eligible Redevelopment Project Costs, including interest certified by the Commission. Those Economic Activity Taxes, estimated to be generated on an annual basis, are shown on **Exhibit 5**, attached hereto, include 50% of the net earnings taxes paid by businesses and employees, 50% of the net food & beverage taxes, 50% of the net utility taxes, 50% of certain City and County sales taxes, and 50% of the Zoological District sales taxes, generated, collected and available for the period tax increment financing is authorized by ordinance.

The Redeveloper intends to seek benefits under The Planned Industrial Expansion Law (the "PIEA Benefits") which shall provide that sales tax exemption on construction materials, along with an exemption on real property taxes, for a portion of the Redevelopment Area containing approximately 22 acres and is generally bounded by Independence Avenue on the north, Hardesty Avenue on the west, East 9th Street on the South, and the Kansas City Terminal Railroad on the east, all in Kansas City, Jackson County, Missouri (the "PIEA Area"). The requested PIEA Benefits provide for 100% ad valorem tax abatement for twenty-five (25) years on the real property located in the PIEA Area. All Payments in Lieu of Taxes generated from real property within the Redevelopment Project Area and deposited into the Special Allocation Fund shall be declared surplus and shall be remitted to the affected Taxing Districts in accordance with the Act.

The estimated Additional City EATs, subject to appropriation by the City Council, that will be available to reimburse or pay Redevelopment Project Costs is approximately $165,309,857, as more specifically set forth on **Exhibit 5**.

Upon the reimbursement of Reimbursable Project Costs (including Administrative Expenses), Tax Increment Financing will be terminated and the Taxing Districts, subject to Section 99.850 RSMo., will receive all tax revenue generated after such termination within the Redevelopment Area.

II. DEFINITIONS

As used in this Plan, the following terms shall have the following meanings:

A. "Act," the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et. seq., Revised Statutes of Missouri, as amended.

B. "Additional City EATs" the revenue from taxes which are imposed by the City and which are generated by economic activities within the Redevelopment Project Area, which are not captured pursuant to the Act and may be appropriated by the City to reimburse Redevelopment Project Costs; provided, however, during years

24 through 30 after the Redevelopment Project Area is designated by an ordinance approved by the City Council, the City will continue to redirect amount equal to 100% of base sales, utility, and earnings tax within the area described by the Redevelopment Project Area, as well as 50% of the total additional sales, utility, earnings, and food and beverage tax within the area described by the Redevelopment Project Area, as specifically identified on **Exhibit 6**, attached hereto.

C. "Administrative Expenses" certain planning and special services expenses of the Commission and City, which are not direct Redevelopment Project Costs, but are nonetheless reasonable and necessary for the administration of the Plan by the City and Commission and are incidental costs to the Plan. The incidental costs will be recovered by the Commission and City from the Special Allocation Fund in an amount equal to 5% of Economic Activity Taxes and Payment in Lieu of Taxes paid annually into the Special Allocation Fund.

D. "Affiliate," as applied to any person or entity, any other person or entity who controls, is controlled by, or is under common control with, such person or entity. For purposes of this definition, "control" means the possession, directly or indirectly through one or more intermediaries, of the power to direct the management and policies of a person or entity, whether through the ownership of equity interests, by contract, or otherwise; provided, however, that (a) any person or entity which owns directly or indirectly a majority of the equity interests having ordinary voting power for the election of directors or other members of the governing body of a person or entity or a majority of the partnership or other ownership interests of a person or entity (other than as a limited partner of such person or entity) shall be deemed an Affiliate of such person or entity, and (b) each partnership in which a person or entity is a general partner shall be deemed an Affiliate of such person or entity.

E. "Conservation Area," an in which fifty percent or more of the structures in the area have an age of thirty-five years or more. Such an area is not yet a blighted area but is detrimental to the public health, safety, or welfare and may become a blighted area because of any three or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; and lack of community planning. Additionally, because this Plan provides for retail, it shall meet the dilapidation factor as one of the three factors required to be a Conservation Area.

F. "City," City of Kansas City, Missouri.

G. “Commission,” the Tax Increment Financing Commission of Kansas City, Missouri.

H. “Economic Activity Taxes” or “EATs,” fifty percent (50%) of the total additional revenue from taxes which are imposed by the City and other Taxing Districts, and which are generated by economic activities within each Redevelopment Project Area, over the amount of such taxes generated by economic activities within such Ordinance designating such Redevelopment Project Area in the calendar year prior to the adoption of the Redevelopment Project by Ordinance, while Tax Increment Financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 RSMo., taxes levied for the purpose of public transportation pursuant to Section 94.660 RSMo., taxes imposed on sales pursuant to subsection 2 of section 67.1712 for the purpose of operating and maintaining a metropolitan park and recreation district, licenses, fees or special assessments other than Payments In Lieu of taxes and penalties and interest thereon, any sales tax imposed by a county with a charter form of government and with more than six hundred thousand but fewer than seven hundred thousand inhabitants, for the purpose of sports stadium improvement or levied by such county under section 238.410 for the purpose of the county transit authority operating transportation facilities, taxes imposed on sales under and pursuant to section 67.700 or 650.399 for the purpose of emergency communication systems and such other taxes that may be excluded by State law from time to time, shall be allocated to, and paid by the local political subdivision collecting officer to the treasurer or other designated financial officer of the municipality, who shall deposit such funds in a separate segregated account within the special allocation fund; provided, however, if the voters in a Taxing District vote to approve an increase in such Taxing District’s sales tax or use tax, other than the renewal of an expiring sales or use tax, any additional revenues generated within an existing Redevelopment Project Area that are directly attributable to the newly voter-approved incremental increase in such taxing district’s levy rate shall not be considered “Economic Activity Taxes”, without the consent of such Taxing District. If a retail establishment relocates within one (1) year from one facility to another facility within the same county and the governing body of the municipality finds that the relocation is a direct beneficiary of tax increment financing, then for purposes of this definition the economic activity taxes generated by the retail establishment shall equal the total additional revenues from economic activity taxes which are imposed by a municipality or other taxing district over the amount of economic activity taxes generated by the retail establishment in the calendar year prior to its relocation to such redevelopment project area.

I. “Equity Investment,” the total accumulated sums reflected as equity on the Redeveloper’s financial statements (including, but not limited to its balance sheet) and submitted in connection with the “Public Participation” provisions of the Redevelopment Agreement as being expended by the Redeveloper or any other non-governmental party that is an Affiliate of the Redeveloper in connection with any and all aspects of the Project Improvements and Public Improvements, including but not limited to any and all costs, including financing costs incurred by the Redeveloper, private loan interest, expenses or investments made by the Redeveloper or any such non-governmental Affiliate prior to or subsequent to the date of this Plan and incurred by Redeveloper or any such non-governmental party that is an Affiliate of the Redeveloper in connection with the acquisition of any property in the Redevelopment Area, due diligence, leasing, marketing, formation of entities, construction and implementation of the Project Improvements, including the principal amount of any subordinate Obligations so long as Redeveloper, or its Affiliates, is the owner or guarantor of such subordinate Obligations, commercial financing and any additional capital contributions made by Redeveloper or such non-governmental party that is an Affiliate of the Redeveloper.

J. "Financing Costs," those costs incurred by the City, Commission, Redeveloper, or any other issuer approved by the City and Commission, in furtherance of private loans or the issuance of Obligations, including, but not limited to, reasonable financing loan origination fees and expenses, the reasonable fees and expenses of the Redeveloper's, City's, or Commission's attorneys, the Redeveloper's City's or Commission's administrative fees and expenses (including municipal advisors and planning consultants), underwriters' discounts and fees, the costs of printing any Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves, the fees of any rating agency rating any Obligations, and costs incurred by the Redeveloper, City, or Commission in preparing the Plan, as estimated and identified on **Exhibit 5** to the Plan.

K. "Gambling Establishment," an excursion gambling boat as defined in section 313.800, RSMo., and any related business facility including any real property improvements which are directly and solely related to such business facility, whose sole purpose is to provide goods or services to an excursion gambling boat and whose majority ownership interest is held by a person licensed to conduct gambling games on an excursion gambling boat or licensed to operate an excursion gambling boat as provided in Sections 313.800 to 313.850, RSMo.

L. "Obligations," bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by the City, Commission or by any other appropriate issuer, approved by the City and Commission, to pay or reimburse all or any portion of the Redevelopment Project Costs incurred or estimated to be incurred, or to otherwise carry out a redevelopment project , to finance the cost of issuing such Obligations, to establish reserves to refund or secure such Obligations, to finance the interest costs associated with such Obligations or to refund, redeem or defease outstanding Obligations.

M. “Ordinance,” an ordinance enacted by the governing body of the City.

N. “Payment in Lieu of Taxes,” those estimated revenues from real property taxes generated within the Redevelopment Project Area which are to be used to reimburse the Redevelopment Project Costs identified by the Plan, which Taxing Districts would have received had the City not adopted tax increment allocation financing, and which result from levies made after the time of the adoption of tax increment allocation financing within the Redevelopment Project Area that is approved by Ordinance (but excluding the blind pension fund tax levied under the authority of Article III, Section 38(b) of the Missouri Constitution and the merchant’s and manufacturer’s inventory replacement tax levied under the authority of subsection 2 of Section 6 of the Missouri Constitution) and during the time the current equalized value of real property in the Redevelopment Project Area exceeds the Total Initial Equalized Assessed Value of real property in the Redevelopment Project Area, until the designation is terminated pursuant to the Act, provided however, if the voters in a Taxing District vote to approve an increase in such Taxing District’s levy rate for ad valorem tax on real property, any additional revenues generated within the Redevelopment Project Area that are directly attributable to the newly voter-approved incremental increase in such Taxing District’s levy rate shall not be considered Payments in Lieu of Taxes without the consent of such Taxing District. Revenues will be considered directly attributable to the newly voter-approved incremental increase to the extent that they are generated from the difference between the taxing district’s actual levy rate currently imposed and the maximum voter-approved levy rate at the time that the Redevelopment Project was adopted.

O. “Project Improvements” shall consist of approximately 389 multi-family residential units, of which 322 shall be reserved as “affordable housing” for tenants who earn less than 80% of the Kansas City, Missouri median household income, approximately 13,000 square feet of retail space, an approximately 30,000 square foot daycare center and after school program space, and approximately 500 parking spaces.

P. “Public Improvements,” the construction or reconstruction of public infrastructure improvements, including, but not limited to sanitary and storm sewer, utilities, sidewalks, and any other required or desired infrastructure, that support and enhance the Project Improvements.

Q. “Redeveloper,” Historic Northeast Lofts LLC, or such other business organization or other entity designated by the Commission, pursuant to a resolution, and to which the Commission enters a Redevelopment Agreement to implement the Redevelopment Plan or the Project Improvements and Public Improvements or a portion thereof.

R. "Redevelopment Agreement," the agreement between the Commission and Redeveloper for the implementation of the Redevelopment Plan or the Project Improvements and Public Improvements or a portion thereof.

S. "Redevelopment Area," an area designated by Ordinance of the City, in respect to which the City has made a finding that there exist conditions which cause the area to be classified as a blighted area, a conservation area, an economic development area, an enterprise zone pursuant to Sections 135.200 to 135.236, RSMO., or a combination thereof, and which area includes only those parcels of real property directly and substantially benefitted by the proposed Redevelopment Project and which is legally described on **Exhibit 1A** and depicted on **Exhibit 2A**.

T. "Redevelopment Plan" or "Plan," this Historic Northeast Tax Increment Financing Plan, as it may be amended from time to time.

U. "Redevelopment Project," the redevelopment project that is described by Section IV.A.C.

V. "Redevelopment Project Area," the portion of the Redevelopment Area selected for the Redevelopment Project and which is legally described on **Exhibit 1B** and depicted on **Exhibit 2B**, which area is coterminous with the Redevelopment Area.

W. "Redevelopment Project Costs" include the sum of all reasonable or necessary costs incurred or estimated to be incurred, any such costs incidental to the Redevelopment Plan and/or the Project Improvements and Public Improvements. Such costs are identified on **Exhibit 4**, and may include, but are not limited to the following:

1. Costs of studies, surveys, plans and specifications;

2. Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services. Except the reasonable costs incurred by the commission established in section 99.820 for the administration of sections 99.800 to 99.865, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Redevelopment Plan or a Redevelopment Project;

3. Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

4. Costs of rehabilitation, reconstruction, repair or remodeling of existing buildings and fixtures;

5. Cost of construction of public works or improvements;

6. Financing Costs;

7. All or a portion of a taxing district's capital cost resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and Redevelopment Project, to the extent the municipality by written agreement accepts and approves such costs;

8. Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and

9. Payments in lieu of taxes.

X. "Reimbursable Project Costs," Redevelopment Project Costs in an amount not to exceed $46,433,000, as identified on **Exhibit 5**, including Financing Costs.

Y. "Special Allocation Fund," the fund maintained by the City or the Commission, as the case may be, which contains at least two (2) separate segregated accounts for the Redevelopment Project and any additional accounts deemed appropriate by the City and Commission (i.e. EATS Account and Additional City EATs Account) and maintained by the treasurer of the City or the treasurer of the Commission into which Economic Activity Taxes, Payments in Lieu of Taxes, and Additional City EATs are deposited.

Z. "Tax Increment Financing," tax increment allocation financing as provided pursuant to Chapter 99.800, et seq. RSMo.

AA. "Taxing Districts," any political subdivision of Missouri located wholly or partially within the Redevelopment Project Area having the power to levy taxes.

BB. "TIF Revenue," Payments in Lieu of Taxes, Economic Activity Taxes, and Additional City EATs.

III. TAX INCREMENT FINANCING

This Plan is adopted pursuant to the Act. The Act enables municipalities to finance Redevelopment Project Costs with the revenue generated from Payments in Lieu of Taxes and Economic Activity Taxes.

IV. GENERAL DESCRIPTION OF THE REDEVELOPMENT PROGRAM

A. The Redevelopment Plan.

The Plan provides for the construction of the Public Improvements and the Private Improvements.

B. Redevelopment Area and Redevelopment Project Area.

The proposed Redevelopment Area described by the Plan in which the Project Improvements and Public Improvements shall be constructed is located in an area that is generally bounded by Parretta Drive on the north, Van Brunt Boulevard on the west, East 23rd Street on the south, and I-435 on the east, all in Kansas City, Jackson County, Missouri, and consists of one Redevelopment Project Area described on **Exhibit 1B** and depicted on **Exhibit 2B**.

C. Redevelopment Project. The Redevelopment Plan contains one (1) Redevelopment Projects, which provides for the construction of the Public and Private Improvements.

D. Project Improvements and Public Improvements. As referenced in subsection A above, the Project Improvements and Public Improvements will consist of the construction of (1) approximately 389 multi-family residential units, of which 322 shall be reserved as "affordable housing" for tenants who earn less than 80% of the Kansas City, Missouri median household income, approximately 13,000 square feet of retail space, an approximately 30,000 square foot daycare center and after school program space, and approximately 500 parking spaces (the "Project Improvements") and (2) the construction or reconstruction of public infrastructure improvements, including, but not limited to sanitary and storm sewer, utilities, sidewalks, and any other required or desired infrastructure, that support and enhance the Project Improvements (collectively, the "Public Improvements"). Estimated construction and employment information for all Project Improvements and Public Improvements is set forth on **Exhibit 4**

E. Estimated Date of Completion. The estimated date for completion of the Project Improvements and Public Improvements located within the Redevelopment Area is set forth on **Exhibit 8**. The completion of the Project Improvements and Public Improvements located within the Redevelopment Project Areas and retirement of Obligations and Financing Costs incurred to finance Redevelopment Costs for the Project Improvements and Public Improvements will occur no later than twenty-three (23) years from the adoption of the ordinance approving and designating the Redevelopment Project Area.

F. Date to Adopt Redevelopment Plan. In no event shall any ordinance approving a Redevelopment Project Area be adopted later than ten (10) years from the adoption of the ordinance approving this Redevelopment Plan.

G. Redevelopment Plan Objectives. The specific objectives of the Redevelopment Plan are set forth in **Exhibit 3**.

H. Date to Acquire Property by Eminent Domain. In no event shall any property for the Redevelopment Project shall be acquired by eminent domain later than five (5) years from the adoption of the Ordinance approving the Redevelopment Project.

I. Gaming Status. The Redevelopment Plan does not include the initial development or redevelopment of any Gambling Establishment.

V. FINANCING

A. Estimated Redevelopment Plan Costs. The estimated Redevelopment Project Costs to implement the Project Improvements and Public Improvements is $178,931,655, which shall include estimated financing costs in the amount of $2,563,925 and all such costs are identified on **Exhibit 5** attached hereto. It is anticipated that the aforementioned Redevelopment Project Costs will be funded from the following sources: (A) Economic Activity Taxes generated and collected within the Redevelopment Project Area, (B) Additional City EATs (as hereafter defined) generated and collected within the Redevelopment Project Area, (C) a monetary contribution from the Kansas City Affordable Housing Trust Fund in the amount of $1,575,000, (D) a loan from Kansas City Brownfield Revolving loan fund of $7,000,000, (E) energy rebates in the amount $350,000, (F) private debt in the anticipated amount of $32,803,211, (G) and tax credit equity in the anticipated amount of $82,562,470, and (H) deferred fees in the amount of $8,207,874 (collectively, the "Sources"). The projected Economic Activity Taxes and Additional City EATs are identified on **Exhibit 6** attached to this Plan.

The City has determined that certain planning and special services expenses of the Commission, which are not direct Redevelopment Project Costs are nonetheless reasonable, necessary and incidental costs to the Plan. Such incidental costs will be recovered by the Commission or the City, as the case may be, from the Special Allocation Fund in an amount not to exceed 5% of the Economic Activity Taxes and Payment in Lieu of Taxes (if any) paid annually into the Special Allocation Fund.

B. Anticipated Sources of Funds. The Redeveloper will acquire all necessary properties and construct the Project Improvements and Public Improvements through the use of private capital in the form of its Equity Investment, third party funds and/or debt financing, along with such additional public sources identified by this Plan and specifically detailed on **Exhibit 7** attached hereto. Evidence of financing such Project Improvements and Public Improvements is attached as **Exhibit 11**.

C. Payments in Lieu of Taxes. No Payment in Lieu of Taxes shall be utilized to pay or reimburse Redevelopment Project Costs. All Payment in Lieu of Taxes shall be deemed surplus and shall be distributed to the affected Taxing Districts in accordance with the Act.

D. Economic Activity Taxes. The estimated total Economic Activity Taxes generated within the Redevelopment Project Areas and, upon annual appropriation or upon being budgeted and transferred by the City Council, deposited into the Special Allocation Fund and available to pay Reimbursable Project Costs, is approximately $38,445,215, all of which may be used to reimburse eligible Redevelopment Project Costs, including interest certified by the Commission. Those Economic Activity Taxes, estimated to be generated on an annual basis, are shown on **Exhibit 6**, attached hereto, include 50% of the net earnings taxes paid by businesses and employees, 50% of the net food & beverage taxes, 50% of the net utility taxes, 50% of certain City and County sales taxes, and 50% of the Zoological District sales taxes, generated, collected and available for the period tax increment financing is authorized by Ordinance.

It is assumed that net earnings and sales tax revenues will increase due to inflation in addition to the assumed increases due to job creation and business expansion. These assumed increases are estimated at 2.5% annually.

The amount of Economic Activity Taxes in excess of the funds needed to reimburse eligible Redevelopment Project Costs, if any, may be declared as surplus by the City. The declared surplus will be distributed to the affected Taxing Districts in the Redevelopment Project Area as provided for by the Act.

The Plan requires that all affected businesses and property owners be identified and that the Commission shall be provided with documentation regarding payment of Economic Activity Taxes by Redeveloper, its contractors, tenants and assigns. The Commission shall make available information to the City regarding the identity and location of the affected businesses. It shall be the obligation and intent of the City to determine the Economic Activity Taxes and to appropriate and/or budget and transfer such funds into the Special Allocation Fund, no less frequently than semi-annually and no more frequently than quarterly, in accordance with the Act.

E. Additional City EATs. The Additional City EATs to be collected by the City and, subject to appropriation, deposited in a separate account of the Special Allocation Fund is estimated to be approximately $165,309,857, all of which will be made available, upon appropriation, by the City, to pay eligible Reimbursable Project Costs related to the Project Improvements and Public Improvements, in accordance with a Redevelopment Agreement.

F. Evidence of Commitments to Finance. Commitments for any private financing of Redevelopment Project Costs necessary to complete the Project Improvements and Public Improvements is attached as **Exhibit 12**.

VI. MOST RECENT EQUALIZED ASSESSED VALUATION

The total initial equalized assessed valuation of the Redevelopment Area, according to 2023 tax records at the Jackson County Assessor's Office, is approximately $116,260,812. The 2023 calendar year combined ad valorem property tax levy is $7.8179 per $100 assessed valuation for residential property and $9.2549 per $100 assessed valuation for commercial property. The total initial equalized assessed valuation of the Redevelopment Area will be determined prior to the time the Redevelopment Project is approved by Ordinance.

VII. ESTIMATED EQUALIZED ASSESSED VALUATION AFTER REDEVELOPMENT

It is anticipated that when the Project Improvements and Public Improvements have been completed, the total assessed valuation of the Redevelopment Area will increase. Following the completion of the Project Improvements and Public Improvements, it is estimated that the assessed value of the Redevelopment Area will increase to approximately $130,785,370.

VIII. GENERAL LAND USE

The Plan identifies properties to be redeveloped for office, residential, and commercial use. The Redevelopment Area is currently being rezoned to Urban Redevelopment District ("UR"), and any modifications to the proposed UR zoning will be made as the Plan is being considered. The Redevelopment Project Areas shall be subject to the applicable provisions of the City's Zoning Ordinance, as well as other codes and ordinances, as may be amended from time to time.

IX. CONFORMANCE TO THE COMPREHENSIVE PLAN

The Plan conforms with the KC Spirit Playbook, City's comprehensive development plan, as well as the City's Truman Plaza Area Plan.

X. EXISTING CONDITIONS IN THE REDEVELOPMENT AREA

The Redevelopment Area qualifies as a Conservation Area because fifty percent (50%) of the structures in the Redevelopment Area have an age of thirty-five (35) years or more and, although Redevelopment Area is not yet a blighted area, is detrimental to the public health, safety, or welfare and may become a blighted area because of the following factors: dilapidation, excessive land coverage and lack of community planning, as more particularly described by an independent Conservation Study, dated December 8, 2023, by Partner Valuation Advisors, LLC, attached as **Exhibit 11**.

XI. "BUT FOR TIF"

Based upon the Conservation Study, attached hereto as **Exhibit 11**, and an affidavit of the City Manager of the City, attached hereto as **Exhibit 12**, the Redevelopment Project would not reasonably be anticipated to be developed without adoption of tax increment financing.

XII. COST-BENEFIT ANALYSIS

A cost-benefit analysis has been prepared for the Plan that demonstrates the economic impact of the Plan on each Taxing District. This analysis and other evidence submitted to the Commission describe the impact on the economy if the Project Improvements and Public Improvements are not built and is built pursuant to the Plan. The Cost-Benefit Analysis, attached on **Exhibit 9**, includes a fiscal impact study on every affected Taxing District and sufficient information from the Redeveloper for the Commission to evaluate whether the Project Improvements are financially feasible.

XIII. ACQUISITION AND DISPOSITION

The Commission, pursuant to Sections 99.810(3) and 99.820(3), RSMo, may acquire property by purchase, donation, lease or eminent domain in the manner provided for by corporations in Chapter 523, RSMo. The property acquired by the Commission may be cleared, and either (1) sold or leased for private redevelopment or (2) sold, leased, or dedicated for construction of public improvements or facilities. No property located within a Redevelopment Project Area shall be acquired by eminent domain later than five (5) years from adoption of the Ordinance designating such Redevelopment Project Area.

XIV. RELOCATION ASSISTANCE PLAN

Relocation assistance will be available to all eligible displaced occupants in conformance with the Commission's Relocation Assistance Plan as shown in **Exhibit 13** or as may be required by other state or federal laws. Any relocation will be at the expense of the Redeveloper.

XV. ENTERPRISE ZONE

In the event mandatory abatement is sought or received pursuant to Section 135.215, RSMo., as amended, such abatement shall not serve to reduce payments in lieu of taxes that would otherwise have been available pursuant to Section 99.845, RSMo. without City approval. Said designation shall not relieve the assessor or other responsible official from ascertaining the amount of equalized assessed valuation of all taxable property annually as required by Section 99.855, RSMo.

XVI. PROVISION OF PUBLIC FACILITIES

Redeveloper will provide all necessary public facilities and utilities needed to service the Redevelopment Area, including infrastructure needed by occupants and tenants of the Redevelopment Project, to reduce the digital divide.

XVII. REDEVELOPMENT AGREEMENT

Upon approval of this Plan, the Commission and Redeveloper will enter into a Redevelopment Agreement, which will include, among other things, provisions relative to the following:

1. Implementation of the Plan;
2. Reporting of Economic Activity Taxes;
3. The Commission's Work Force Policy;
4. The City's MBE/WBE Ordinance;
5. Design guideline review and approval process;
6. The Commission's Relocation Plan, if any;
7. Certification and approval by Commission of Redevelopment Project Costs;

8. Public participation;

9. Payment of Prevailing Wages;

10. Certification of Costs and Reimbursement Policy;

11. Certificate of Completion and Compliance Policy:

12. Parameters for the issuance of Obligations;

13. Interest Policy;

14. Annual Progress Reporting;

15. Procedures for the Payment of Prevailing Wages; and

16. Environmental Policy.

XVIII. PROVISIONS FOR AMENDING THE PLAN

This Redevelopment Plan and Redevelopment Project may be amended pursuant to the provisions of the Act, except in the event that there are minor inaccuracies contained within this Redevelopment Plan or any Exhibit attached hereto that do not arise to more than a scrivener's error, the City Council of the City authorizes the Commission to approve and correct such inaccuracies and to execute any required instruments and to make and incorporate such amendment or change to this Redevelopment Plan or any Exhibit attached hereto.

EXHIBIT 1A

Legal Description Redevelopment Area

TRACT 1:

BEGINNING at the Northwest corner of Lot H, "Executive Park First Plat"; thence East, along the North line of Lots H and L, to N. Topping Ave.; thence South, along N. Topping Ave., to Parretta Dr.; thence East, along Parretta Dr., to N. Commerce Ave.; thence South and East, along N. Commerce Ave., to the Northeast corner of Tract B, "Executive Park Twenty-First Plat"; thence South, along the East line of Tract B, to E. Front St.; thence East, along E. Front St., to I-435 Hwy.; thence North, along I-435 Hwy., to the Northwest corner of Lot B, "Executive Park Eighteenth Plat"; thence East, along the North lines of Lot B and Lot E, and its extension, to the North-South access road of Kansas City, Missouri Water Services Department at 7600 Front St.; thence South, along the access road, to E. Front St.; thence West, along E. Front St., to the Northeast corner of Lot A, "Executive Park Twenty-Sixth Plat; thence southerly, along the East line of Lot A, to the Northeast corner of "Executive Park Fifty-Fifth Plat"; thence southerly, along the East line of Tract B and Tract A, "Executive Park Fifty-Fifth Plat", to the southern most corner of Tract A; thence southwesterly to the Southeast corner of Lot J, "Executive Park Twenty-Ninth Plat", being a point on the North line of the Kansas City Southern Railroad Yard; thence westerly, along the North line of the Railroad Yard, to N Chouteau Trfy.; thence Northwest, along N Chouteau Trfy., to the Northwest corner of 1315 N Chouteau Trfy.; thence Northeast, along the North line of 1315 N. Chouteau Trfy., to the Northwest corner of 1450 N. Southern Rd.; thence East, along the North line of 1450 N. Southern Rd., to N. Southern Rd.; thence North, along N. Southern Rd., to the POINT OF BEGINNING.

LESS AND EXCEPT:

That part of the Northwest Quarter of Section 25, Township 50, Range 33, in Kansas City, Jackson County, Missouri,

a. Bounded on the West by the East line of a tract of land described in Certificate of Survey recorded as Document No. 2003K0069164, in Survey Book S-8, Page 90;

b. Bounded on the East by the West line of Tract A-3 of Tract A-2, EXECUTIVE PARK NINTH PLAT, according to Lot Split Survey recorded December 17, 1984 as Document No. K-641769 in Survey Book S-1 at Page 245;

c. Bounded on the South by the Northerly line of the right-of-way of the Kansas City Southern Railroad; and

d. Bounded on the North by the Southerly line of East Front Street, as presently established.

AND EXCEPT:

A part of Tract A of EXECUTIVE PARK, NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri, according to the plat thereof, and being further described as follows:

A part of the Northwest Quarter (N W 1/4) of Section 25, Township 50, Range 33, Kansas City, Jackson County, Missouri, more particularly described as follows:

Commencing at the Northwest corner of N.W. 1/4 of Section 25, Township 50, Range 33; thence South 2°22’07" West, along the West line of the N. W. 1/4 of Section 25 a distance at 1319.80 feet, to the Northwest corner of the S. W. 1/4 of the N. W. 1/4 of ,said Section 25; thence South 87°43'23" East along the North line of the South one-half of the N. W. 1/4 of aid Section 25, a distance of 1393.00 feet, thence South 2°16'13" West, a distance of 10.00 feet, to the Point of Beginning, also being the Northwest corner of Lot Split A-2, according to the recorded Lot Split, thereof being on the South right of way line of Front Street, as now established; thence South 87°43'23" East, along said South right of way line a distance of 255.00 feet; thence South 2°16'37" West, a distance of 461.36 feet to a point on the Southerly line of aforementioned Lot Split A-2; thence Northwesterly along the Southerly line of said Lot Split A-2 on a curve to the left, the initial tangent to which bears North 66°50'32" West, radius of said curve, being 3254.93 feet, and an arc distance of 230.4 feet to a point of tangency; thence North 70°53'53" West, continuing along the Southerly line of said lot Split A-2, a distance of 38.68 feet to the Southwest corner of said lot Split A-2; thence North 2°16'37" East, along the West line of said Lot Split A-2, a distance of 375.74 feet to the point of beginning.

Now known as: Tract A-3 of Tract A-2, EXECUTIVE PARK, NINTH PLAT, according to Lot Split Survey recorded December 17, 1984 as Document No. K-641769 in Survey Book S-1 at Page 245.

ALSO DESCRIBED BY CURRENT SURVEY:

All that part of the Northwest Quarter of Section 25, Township 50 North, Range 33 West of the 5th Principal Meridian, in Kansas City, Jackson County, Missouri, and all that part of LOT SPLIT TRACT A- 3 & TRACT A-4 OF TRACT A-2, EXECUTIVE PARK NINTH PLAT, more particularly described as follows:

Beginning at the Northeast corner of Tract A-3 of said lot split, said corner also being on the South Right-of-Way line of East Front Street, as now established; thence South 02°16'29" West, along the East line of said Tract A-3, a distance of 461.36 feet, to a point on a non-tangent curve, said point also being on the Northerly Right-of-Way line of Kansas City Southern Railroad; thence Northwesterly, departing said East line, along said Northerly Right-of-Way line, and along said curve to the left, having a radius of 3,254.93 feet, a central angle of 04°03'21 ", and whose initial tangent bearing is North 66°50'40" West, a distance of 230.41 feet; thence North 70°54'01" West, continuing along said North Right-of-Way line, a distance of 138.60 feet, to a point of curvature; thence Northwesterly, continuing along said North Right-of-Way line, and along said curve to the left, having a radius of 2,300.08 feet, a central angle of 13°44'26", a distance of 551.61 feet, to a point on the East line of a tract of land described in a Certificate of Survey recorded as Document No. 2003K0069164 in Survey Book S-8, Page 90; thence North 02°16'29" East, departing said Northerly Right-of-Way line, and along said East line, a distance of 251.68 feet, to the Northeast corner of said tract of land; thence North 87°43'31" West, departing said East line, along the North line of said tract of land, a distance of 99.87 feet, to a point on the South Right-of-Way line of said East Front Street, said point also being the Northeast corner of Tract F, EXECUTIVE PARK THIRD PLAT, recorded in Book 33, Page 102; thence North 02°16'29" East, departing said North line, and along said South Right-of-Way line, a distance of 10.00 feet; thence South 87°43'31" East, continuing along said South Right-of-Way line, a distance of 737.54 feet; thence South 02°16'29" West, continuing along said South Right-of-Way line, a distance of 10.00 feet; thence South 87°43'31" East, continuing along said South Right-of-Way line, a distance of 255.00 feet, to the Point of Beginning.

AND EXCEPT:

Tract C, EXECUTIVE PARK, THIRD PLAT, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, EXCLUDING that part described as the North 408 feet of the West 300.00 feet of Tract C, as platted in EXECUTIVE PARK, THIRD PLAT, Document Number K-210190 filed October 18, 1973, in Plat Book 33 at Page 102. ALSO EXLUDING that part of Tract C. EXECUTIVE PARK, THIRD PLAT, a subdivision of land, and part of the Northwest 1/4 of the Northwest 1/4 of Section 25, Township 50 North, Range 33 West, Kansas City, Jackson County, Missouri, and all being more particularly described as follows: Commencing at the Northwest corner of said Section 25, thence South 2 degrees 22 minutes 07 seconds West, along the West line of said Section 25, a distance of 813.01 feet; thence South 87 degrees 44 minutes 03 seconds East, a distance of 4.75 feet, to the True Point of Beginning of the tract of land herein described; said point being on the East line of Tract "C-1" of Tract C, EXECUTIVE PARK, THIRD PLAT, as shown on the Lot Split Survey filed for record as Document No. K-334498, in Book S- 1, at Page 29; thence South 2 degrees 15 minutes 57 seconds West, along said East line and its Southerly prolongation a distance of 396.79 feet to a point on the South line of said Tract C, a distance of 300 feet East of the Southwest corner thereof, said point also being on the North right-of-way line of Front Street, as now established; thence South 87 degrees 43 minutes 23 seconds East, along the North right-of-way line of said Front Street and its Easterly prolongation, a distance of 439.08 feet; thence North 2 degrees 15 minutes 57 seconds East, parallel to the East line of said Tract C, a distance of 396.87 feet; thence North 87 degrees 44 minutes 03 seconds West, parallel to the North line of said Tract C, a distance of 439 08 feet to the point of beginning. FURTHER EXCLUDING that portion of Lot C, EXECUTIVE PARK, THIRD PLAT, described as Beginning at the intersection of the north right-of-way line of Front Street and the East right-of-way line of North Topping Avenue; thence North along the East right-of-way line of North Topping Avenue, a distance of 20 feet; thence Southeasterly to a point on the North right- of-way Line of Front Street which is 20 feet East of the point of beginning, measured along North right-of-way line of Front Street; thence West 20 feet along the North right-of-way line of Front Street to the point of beginning.

AND EXCEPT:

A tract of land in the East One-Half of Section 25, Township 50, Range 33, being part of Tract G, EXECUTIVE PARK, TWENTY-NINTH Plat, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, filed October 22, 1986, as Document No.

K0685388 in Plat Book K-36 at Page 53, in the Office of the Recorder of Deeds for Jackson County, Missouri, more particularly described as follows:

Beginning at the Southeast corner of said Tract G; thence South 67 degrees 15' 07" West, along the South line of said Tract G, a distance of 318.44 feet to the Southwest corner of said Tract G; thence North 22 degrees 44' 53" West along the West line of said Tract G, said line also being the Easterly right-of-way line of North Cambridge Ave., as now established, a distance of 275.83 feet; thence North 67 degrees 15' 07" East, a distance of 311.78 feet, to a point on the East line of said Tract G; thence South 19 degrees 03' 17" East, along the East line of said Tract G, said line also being the Westerly right-of-way line of Interstate Highway No. 435, as now established, a distance of 15.26 feet; thence South 24 degrees 25' 37" East continuing along said East line of Tract G, said line also being the Westerly right-of-way line of Interstate Highway No. 435, a distance of 260.71 feet, to the point of beginning;

Now also being known as Tract G-1, CERTIFICATE OF SURVEY, LOT SPLIT-TRACT F1 OF TRACTS F AND G, AND TRACT G1 OF TRACT G, EXECUTIVE PARK, TWENTY-NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri.

AND EXCEPT:

All that part of Tract H, EXECUTIVE PARK, TWENTY-NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri, more particularly described as follows:

Beginning at the Northeast corner of said Tract H; thence South 24 degrees 25' 37" East, along the Easterly line of said Tract H, a distance of 134.53 feet; thence South 67 degrees 15' 07" West, a distance of 322.28 feet, to a point on the Easterly Right-of-Way line of North Cambridge Avenue, as now established; thence North 22 degrees 44' 53" West, along said Right-of-Way line, a distance of 134.47 feet; thence North 67 degrees 15' 07" East, a distance of 318.44 feet, to the point of Beginning. Being also known as Tract H-2 of LOT SPLIT, TRACTS H-I & H-2 OF TRACT H, EXECUTIVE PARK TWENTY-NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri.

AND EXCEPT:

All that part of Tract C, EXECUTIVE PARK TWENTY-NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri, being more particularly described as follows:

Beginning at the Northwest corner of said Tract C, said point also being on the South Right-of-Way line of Universal Avenue, as now established; thence South 63°25'1O" East, along said South Right-of-Way line, and along a curve to the left, having a radius of 230.00 feet, and a central angle of 08°35'29", a distance of 34.49 feet; thence South 17°59'03" West, departing said South Right-of-Way line, a distance of 306.02 feet, to a point on the South line of said Tract C; thence North 63°25'1O" West, along said South line, a distance of 232.59 feet to the Southwest corner of said Tract C; thence North 26°34'50" East, departing said South line, along the West line of said Tract C, a distance of 300.00 feet; thence South 63 degrees 23' 53" East along said South Right-of-Way line of Universal Avenue, 152.48 feet to the point of beginning, also described as Lot 1 on Minor Subdivision Lot Split recorded July 12, 2018 as Document No. 2018E0060881, in Book 47, Page 23.

AND EXCEPT:

All that part of Tract B, EXECUTIVE PARK, TWENTY-NINTH PLAT, a subdivision of land in the City of Kansas City, Jackson County, Missouri, described as follows:

Beginning at the Southeasterly corner of said Tract B; thence North 63 degrees 23 ' 53" West, along the Southwesterly line of said Tract B, a distance of 161 .00 feet; thence North 26 degrees 36' 07" East, a distance of 300.00 feet, to a point on the Northeasterly line of said Tract B; thence South 63 degrees 23' 53" East along the said Northeasterly line, a distance of 161.00 feet, to the Northeasterly corner of said Tract B; thence South 26 degrees 36' 07" West, along the Southeasterly line of said Tract B, a distance of 300.00 feet to the point of beginning.

Being also known as Tract B-2 of Certificate of Survey Lot Split, Tracts B-1 & B-2 of Tract B, EXECUTIVE PARK TWENTY-NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri.

TRACT 2:

BEGINNING at the intersection of E. 12th St. and Van Brunt Blvd.; thence North, along Van Brunt Blvd., to E. 9th St.; thence easterly to the Southwest corner of Lot 20, “Rosenthal’s Re-Survey of Bloomfield Addition”; thence North, along the West line of Lot 20, to the Northwest corner of Lot 20; thence East, along the North line of Lot 20 and it’s extension, to the Northwest corner of Lot 37, “Clairmont”; thence East, along the North line of Lots 37 to 48, “Clairmont” and it’s extension, to Denver Ave.; thence North, along Denver Ave., to E. 8th St.; thence East, along E. 8th St., to the northerly extension of the East line of Lot 34, “Collins’ Addition”; thence South, along the East line and it’s extension, to the Southwest corner of Lot 33, “Collins’ Addition”; thence East, along the South line of Lots 33 to 25, to Hardesty Ave.; thence North, along Hardesty Ave., to E. 6th St.; thence West, along E. 6th St., to the southerly extension of the West line of Lot 33, “Commissioners Plat of Forest Park”; thence North, along the West line of Lot 33 and it’s extension, to a point of the South line of “McDonald’s 024-0049”; thence West, along the South line of “McDonald’s 024-0049” to the Southeast corner of Lot 14, “Commissioners Plat of Forest Park”; thence West, along the South line of Lots of Lots 3 to 17 and it’s extension, to Denver Ave.; thence West to the Southeast corner of Lot 1, “Old Orchard”; thence West, along the South line of Lots 1 to 11 and it’s extension, to Brighton Ave.; thence West to the Southeast corner of Lot 1, “Bloomfield Addition”; thence West, along the South line of Lots 1 to 6, to Van Brunt Blvd.; thence North, along Van Brunt Blvd., to Independence Ave.; thence West, along Independence Ave., to Van Brunt Blvd.; thence North, along Van Brunt Blvd., to the Northwest corner of Lot 10, Block 6, “South Abington”; thence East, along the North line of Lots 10 to 19, Block 6, “South Abington”, to Chelsea Ave.; thence South, along Chelsea Ave., to Independence Ave.; thence East, along Independence Ave., to Denver Ave.; thence North, along Denver Ave., to the Northwest corner of Lot 14, Block 3, “La Veta Place; thence East, along the North line of Lots 14 to 10, Block 3, “La Veta Place”, to Colorado Ave.; thence North, along Colorado Ave., to the Northwest corner of Lot 15, Block 4, “La Veta Place”; thence East, along the North line of Lots 15 and 9, Block 4, “La Veta Place”, to Hardesty Ave.; thence North, along Hardesty Ave., to the Northwest corner of Lot 1, “Walgreens No. 25”; thence East, along the North line of Lot 1, to Drury Ave.; thence South, along Drury Ave., to the Northwest corner of Lot 28, Block 6, “Maplewood”; thence East, along the North line of Lots 28 to 18, Block 6, Lots 28 to 18, Block 7, and Lots 28 to 18, Block 8 to Topping Ave.; thence North, along Topping Ave., to Thompson Ave.; thence East, along Thompson Ave., to White Ave.; thence South, along White Ave. and it’s extension, to the South line of the Kansas City Terminal Railroad; thence easterly, along the South line, 7900 feet I-435 highway; thence southerly, along I-435, to E. Winner Rd.; thence East, along E. Winner Rd., to Donnelly Ave.; thence North, along Donnelly Ave., to the Northwest corner of Lot 21, Block 26, “Washington”; thence East, along the North line of Lots 21 and 17, Block 26, and it’s extension to the Northwest corner of Lot 17, Block 27, “Washington”; thence East, along the North line of Lots 17 and 14, Block 27, to Booth Ave.; thence South, along Booth Ave., to the Southeast corner of Lot 1, “Robin’s Quiktrip”; thence West, along the South line of Lot 1, to Wallace Ave.; thence North, along Wallace Ave., to E. Winner Rd.; thence West, along E. Winner Rd., to I-435; thence southerly, along I-435, to E. 23rd Trfy.; thence West, along E. 23rd Trfy. To Manchester Trfy.; thence North, along Manchester Trfy., to the Big Blue River; thence West and Southwest, along the Big Blue River, to the Burlington Northern Santa Fe (BNSF) Railroad; thence northerly, along the BNSF railroad, to the Northeast corner of Corrington Park; thence westerly and North, along the North line of Corrington Park , to the Southwest corner of Lot 29, Block 10, “Manchester”; thence North, along the West line of Lots 29 to 12, Block 10, to a point on the South line of Lot 6, Block 10; thence West, along the South line of Lots 6 to 1, Block 10, to Corrington Ave.; thence North, along Corrington Ave., to the Southeast corner of Lot 1, Block 3, “Clinton Place”; thence West, along the South line of Lots 1 to 11, Block 3, and it’s extension, to the Southeast corner of Lot 1, Block 4, “Clinton Place”; thence West, along the South line of Lots 1 to 11, Block 4, to Winchester Ave.; thence North, along Winchester Ave., to E. Independence Ave.; thence West, along E. Independence Ave., to Fremont Ave.; thence South, along Fremont Ave., to E. 7th St.; thence West, along E. 7th St., to Winner Rd.; thence Southwest, along Winner Rd., to a point on the East line of Lot 5, Block 2, “Westminster”; thence South, along the East line of Lot 5, Block 2, to E. 11th St.; thence West, along E. 11th St., to Winner Rd.; thence southwesterly, along Winner Rd., to E. 12th St.; thence West, along E. 12th St., to Van Brunt Blvd. and the POINT OF BEGINNING.

TRACT 3:

BEGINNING at the intersection of E. Truman Rd. and Van Brunt Blvd.; thence North, along Van Brunt Blvd., to the Northwest corner of Lot 56, “Brighton Park”; thence East, along the North line of Lots 56 to 61, and Lots 107 to 109, to the Northwest corner of Lot 160, “Hardesty Park”; thence East, along the North line of Lots 160 to 158, 105 to 100, and 47 to 42, to Hardesty Ave.; thence North, along Hardesty Ave., to a point 100 feet South of the Southwest corner of Lot 16, “Hardesty Place”; thence East , parallel to the South line of Lot 16, 300 feet; thence South to the Northwest corner of Lot 18, “Melba Park”; thence East, along the North line of Lot 18 and it’s extension, to the West line of Lot 7, “Melba Park”; thence South, along the West line of Lots 7 to 4, to the Northwest corner of Lot 3; thence East, along the North line of Lot 3, to Oakley Ave.; thence North, along Oakley Ave., to the Northwest corner of Lot 10, “Chalmette Resurvey”; thence East, along the North line of Lot 10 and 24, “Chalmette Resurvey”, to Lawndale Ave.; thence North, along Lawndale Ave., to the Northwest corner of Lot 41, “Chalmette Resurvey”; thence East, along the North line of Lot 41, to the Northeast corner of Lot 41; thence South, along the East line of Lots 41 to 44 and Lot 48, to a point 120 feet North of the Southwest corner of Lot 1, “Chalmette”; thence East, along a line 120 feet North of and parallel with the South line of Lot 1, to Topping Ave.; thence South, along Topping Ave., to the Northwest corner of Lot 13, Block 4, “Belmont Heights”; thence East, along the North line of Lots 13 to 24, Block 4, and Lots 13 to 24, Block 3, “Belmont Heights”, to Belmont Ave.; thence East to the Northwest corner of Lot 227, “Roland”; thence East, along the North line of Lots 227 to 246, Lots 265 to 284, “Roland”, to Bennington Ave.; thence North, along Bennington Ave., to E. 14th St.; thence East, along E. 14th St., to Winchester Ave.; thence South, along Winchester Ave., to the Southeast corner of Lot 1, “Quiktrip Store No. 0204”; thence West, along the South line of Lot 1, to the Southwest corner of Lot 1, also being the Northwest corner of Lot 2, “Quiktrip Store No. 0204”; thence South, along the West line of Lot 2, to the North line of “Collings & Byers First Add.; thence West, along the North line, to Ewing Ave.; thence North, along Ewing Ave., to E. 15th Terr.; thence West, along E. 15th Terr., to Topping Ave.; thence South, along Topping Ave., to E. 16th St.; thence West, along E. 16th St., to Hardesty Ave.; thence North, along Hardesty Ave., to E. Truman Rd.; thence West, along E. Truman Rd., to Van Brunt Blvd. and the POINT OF BEGINNING.

EXHIBIT 1B

Legal Description of Redevelopment Project Area

TRACT 1:

BEGINNING at the Northwest corner of Lot H, "Executive Park First Plat"; thence East, along the North line of Lots H and L, to N. Topping Ave.; thence South, along N. Topping Ave., to Parretta Dr.; thence East, along Parretta Dr., to N. Commerce Ave.; thence South and East, along N. Commerce Ave., to the Northeast corner of Tract B, "Executive Park Twenty-First Plat"; thence South, along the East line of Tract B, to E. Front St.; thence East, along E. Front St., to I-435 Hwy.; thence North, along I-435 Hwy., to the Northwest corner of Lot B, "Executive Park Eighteenth Plat"; thence East, along the North lines of Lot B and Lot E, and its extension, to the North-South access road of Kansas City, Missouri Water Services Department at 7600 Front St.; thence South, along the access road, to E. Front St.; thence West, along E. Front St., to the Northeast corner of Lot A, "Executive Park Twenty-Sixth Plat; thence southerly, along the East line of Lot A, to the Northeast corner of "Executive Park Fifty-Fifth Plat"; thence southerly, along the East line of Tract B and Tract A, "Executive Park Fifty-Fifth Plat", to the southern most corner of Tract A; thence southwesterly to the Southeast corner of Lot J, "Executive Park Twenty-Ninth Plat", being a point on the North line of the Kansas City Southern Railroad Yard; thence westerly, along the North line of the Railroad Yard, to N Chouteau Trfy.; thence Northwest, along N Chouteau Trfy., to the Northwest corner of 1315 N Chouteau Trfy.; thence Northeast, along the North line of 1315 N. Chouteau Trfy., to the Northwest corner of 1450 N. Southern Rd.; thence East, along the North line of 1450 N. Southern Rd., to N. Southern Rd.; thence North, along N. Southern Rd., to the POINT OF BEGINNING.

LESS AND EXCEPT:

That part of the Northwest Quarter of Section 25, Township 50, Range 33, in Kansas City, Jackson County, Missouri,

a. Bounded on the West by the East line of a tract of land described in Certificate of Survey recorded as Document No. 2003K0069164, in Survey Book S-8, Page 90;

b. Bounded on the East by the West line of Tract A-3 of Tract A-2, EXECUTIVE PARK NINTH PLAT, according to Lot Split Survey recorded December 17, 1984 as Document No. K-641769 in Survey Book S-1 at Page 245;

c. Bounded on the South by the Northerly line of the right-of-way of the Kansas City Southern Railroad; and

d. Bounded on the North by the Southerly line of East Front Street, as presently established.

AND EXCEPT:

A part of Tract A of EXECUTIVE PARK, NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri, according to the plat thereof, and being further described as follows:

A part of the Northwest Quarter (N W 1/4) of Section 25, Township 50, Range 33, Kansas City, Jackson County, Missouri, more particularly described as follows:

Commencing at the Northwest corner of N.W. 1/4 of Section 25, Township 50, Range 33; thence South 2°22’07" West, along the West line of the N. W. 1/4 of Section 25 a distance at 1319.80 feet, to the Northwest corner of the S. W. 1/4 of the N. W. 1/4 of ,said Section 25; thence South 87°43'23" East along the North line of the South one-half of the N. W. 1/4 of aid Section 25, a distance of 1393.00 feet, thence South 2°16'13" West, a distance of 10.00 feet, to the Point of Beginning, also being the Northwest corner of Lot Split A-2, according to the recorded Lot Split, thereof being on the South right of way line of Front Street, as now established; thence South 87°43'23" East, along said South right of way line a distance of 255.00 feet; thence South 2°16'37" West, a distance of 461.36 feet to a point on the Southerly line of aforementioned Lot Split A-2; thence Northwesterly along the Southerly line of said Lot Split A-2 on a curve to the left, the initial tangent to which bears North 66°50'32" West, radius of said curve, being 3254.93 feet, and an arc distance of 230.4 feet to a point of tangency; thence North 70°53'53" West, continuing along the Southerly line of said lot Split A-2, a distance of 38.68 feet to the Southwest corner of said lot Split A-2; thence North 2°16'37" East, along the West line of said Lot Split A-2, a distance of 375.74 feet to the point of beginning.

Now known as: Tract A-3 of Tract A-2, EXECUTIVE PARK, NINTH PLAT, according to Lot Split Survey recorded December 17, 1984 as Document No. K-641769 in Survey Book S-1 at Page 245.

ALSO DESCRIBED BY CURRENT SURVEY:

All that part of the Northwest Quarter of Section 25, Township 50 North, Range 33 West of the 5th Principal Meridian, in Kansas City, Jackson County, Missouri, and all that part of LOT SPLIT TRACT A- 3 & TRACT A-4 OF TRACT A-2, EXECUTIVE PARK NINTH PLAT, more particularly described as follows:

Beginning at the Northeast corner of Tract A-3 of said lot split, said corner also being on the South Right-of-Way line of East Front Street, as now established; thence South 02°16'29" West, along the East line of said Tract A-3, a distance of 461.36 feet, to a point on a non-tangent curve, said point also being on the Northerly Right-of-Way line of Kansas City Southern Railroad; thence Northwesterly, departing said East line, along said Northerly Right-of-Way line, and along said curve to the left, having a radius of 3,254.93 feet, a central angle of 04°03'21 ", and whose initial tangent bearing is North 66°50'40" West, a distance of 230.41 feet; thence North 70°54'01" West, continuing along said North Right-of-Way line, a distance of 138.60 feet, to a point of curvature; thence Northwesterly, continuing along said North Right-of-Way line, and along said curve to the left, having a radius of 2,300.08 feet, a central angle of 13°44'26", a distance of 551.61 feet, to a point on the East line of a tract of land described in a Certificate of Survey recorded as Document No. 2003K0069164 in Survey Book S-8, Page 90; thence North 02°16'29" East, departing said Northerly Right-of-Way line, and along said East line, a distance of 251.68 feet, to the Northeast corner of said tract of land; thence North 87°43'31" West, departing said East line, along the North line of said tract of land, a distance of 99.87 feet, to a point on the South Right-of-Way line of said East Front Street, said point also being the Northeast corner of Tract F, EXECUTIVE PARK THIRD PLAT, recorded in Book 33, Page 102; thence North 02°16'29" East, departing said North line, and along said South Right-of-Way line, a distance of 10.00 feet; thence South 87°43'31" East, continuing along said South Right-of-Way line, a distance of 737.54 feet; thence South 02°16'29" West, continuing along said South Right-of-Way line, a distance of 10.00 feet; thence South 87°43'31" East, continuing along said South Right-of-Way line, a distance of 255.00 feet, to the Point of Beginning.

AND EXCEPT:

Tract C, EXECUTIVE PARK, THIRD PLAT, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, EXCLUDING that part described as the North 408 feet of the West 300.00 feet of Tract C, as platted in EXECUTIVE PARK, THIRD PLAT, Document Number K-210190 filed October 18, 1973, in Plat Book 33 at Page 102. ALSO EXLUDING that part of Tract C. EXECUTIVE PARK, THIRD PLAT, a subdivision of land, and part of the Northwest 1/4 of the Northwest 1/4 of Section 25, Township 50 North, Range 33 West, Kansas City, Jackson County, Missouri, and all being more particularly described as follows: Commencing at the Northwest corner of said Section 25, thence South 2 degrees 22 minutes 07 seconds West, along the West line of said Section 25, a distance of 813.01 feet; thence South 87 degrees 44 minutes 03 seconds East, a distance of 4.75 feet, to the True Point of Beginning of the tract of land herein described; said point being on the East line of Tract "C-1" of Tract C, EXECUTIVE PARK, THIRD PLAT, as shown on the Lot Split Survey filed for record as Document No. K-334498, in Book S- 1, at Page 29; thence South 2 degrees 15 minutes 57 seconds West, along said East line and its Southerly prolongation a distance of 396.79 feet to a point on the South line of said Tract C, a distance of 300 feet East of the Southwest corner thereof, said point also being on the North right-of-way line of Front Street, as now established; thence South 87 degrees 43 minutes 23 seconds East, along the North right-of-way line of said Front Street and its Easterly prolongation, a distance of 439.08 feet; thence North 2 degrees 15 minutes 57 seconds East, parallel to the East line of said Tract C, a distance of 396.87 feet; thence North 87 degrees 44 minutes 03 seconds West, parallel to the North line of said Tract C, a distance of 439 08 feet to the point of beginning. FURTHER EXCLUDING that portion of Lot C, EXECUTIVE PARK, THIRD PLAT, described as Beginning at the intersection of the north right-of-way line of Front Street and the East right-of-way line of North Topping Avenue; thence North along the East right-of-way line of North Topping Avenue, a distance of 20 feet; thence Southeasterly to a point on the North right- of-way Line of Front Street which is 20 feet East of the point of beginning, measured along North right-of-way line of Front Street; thence West 20 feet along the North right-of-way line of Front Street to the point of beginning.

AND EXCEPT:

A tract of land in the East One-Half of Section 25, Township 50, Range 33, being part of Tract G, EXECUTIVE PARK, TWENTY-NINTH Plat, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, filed October 22, 1986, as Document No.

K0685388 in Plat Book K-36 at Page 53, in the Office of the Recorder of Deeds for Jackson County, Missouri, more particularly described as follows:

Beginning at the Southeast corner of said Tract G; thence South 67 degrees 15' 07" West, along the South line of said Tract G, a distance of 318.44 feet to the Southwest corner of said Tract G; thence North 22 degrees 44' 53" West along the West line of said Tract G, said line also being the Easterly right-of-way line of North Cambridge Ave., as now established, a distance of 275.83 feet; thence North 67 degrees 15' 07" East, a distance of 311.78 feet, to a point on the East line of said Tract G; thence South 19 degrees 03' 17" East, along the East line of said Tract G, said line also being the Westerly right-of-way line of Interstate Highway No. 435, as now established, a distance of 15.26 feet; thence South 24 degrees 25' 37" East continuing along said East line of Tract G, said line also being the Westerly right-of-way line of Interstate Highway No. 435, a distance of 260.71 feet, to the point of beginning;

Now also being known as Tract G-1, CERTIFICATE OF SURVEY, LOT SPLIT-TRACT F1 OF TRACTS F AND G, AND TRACT G1 OF TRACT G, EXECUTIVE PARK, TWENTY-NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri.

AND EXCEPT:

All that part of Tract H, EXECUTIVE PARK, TWENTY-NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri, more particularly described as follows:

Beginning at the Northeast corner of said Tract H; thence South 24 degrees 25' 37" East, along the Easterly line of said Tract H, a distance of 134.53 feet; thence South 67 degrees 15' 07" West, a distance of 322.28 feet, to a point on the Easterly Right-of-Way line of North Cambridge Avenue, as now established; thence North 22 degrees 44' 53" West, along said Right-of-Way line, a distance of 134.47 feet; thence North 67 degrees 15' 07" East, a distance of 318.44 feet, to the point of Beginning. Being also known as Tract H-2 of LOT SPLIT, TRACTS H-I & H-2 OF TRACT H, EXECUTIVE PARK TWENTY-NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri.

AND EXCEPT:

All that part of Tract C, EXECUTIVE PARK TWENTY-NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri, being more particularly described as follows:

Beginning at the Northwest corner of said Tract C, said point also being on the South Right-of-Way line of Universal Avenue, as now established; thence South 63°25'1O" East, along said South Right-of-Way line, and along a curve to the left, having a radius of 230.00 feet, and a central angle of 08°35'29", a distance of 34.49 feet; thence South 17°59'03" West, departing said South Right-of-Way line, a distance of 306.02 feet, to a point on the South line of said Tract C; thence North 63°25'1O" West, along said South line, a distance of 232.59 feet to the Southwest corner of said Tract C; thence North 26°34'50" East, departing said South line, along the West line of said Tract C, a distance of 300.00 feet; thence South 63 degrees 23' 53" East along said South Right-of-Way line of Universal Avenue, 152.48 feet to the point of beginning, also described as Lot 1 on Minor Subdivision Lot Split recorded July 12, 2018 as Document No. 2018E0060881, in Book 47, Page 23.

AND EXCEPT:

All that part of Tract B, EXECUTIVE PARK, TWENTY-NINTH PLAT, a subdivision of land in the City of Kansas City, Jackson County, Missouri, described as follows:

Beginning at the Southeasterly corner of said Tract B; thence North 63 degrees 23 ' 53" West, along the Southwesterly line of said Tract B, a distance of 161 .00 feet; thence North 26 degrees 36' 07" East, a distance of 300.00 feet, to a point on the Northeasterly line of said Tract B; thence South 63 degrees 23' 53" East along the said Northeasterly line, a distance of 161.00 feet, to the Northeasterly corner of said Tract B; thence South 26 degrees 36' 07" West, along the Southeasterly line of said Tract B, a distance of 300.00 feet to the point of beginning.

Being also known as Tract B-2 of Certificate of Survey Lot Split, Tracts B-1 & B-2 of Tract B, EXECUTIVE PARK TWENTY-NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri.

TRACT 2:

BEGINNING at the intersection of E. 12th St. and Van Brunt Blvd.; thence North, along Van Brunt Blvd., to E. 9th St.; thence easterly to the Southwest corner of Lot 20, "Rosenthal's Re-Survey of Bloomfield Addition"; thence North, along the West line of Lot 20, to the Northwest corner of Lot 20; thence East, along the North line of Lot 20 and it's extension, to the Northwest corner of Lot 37, "Clairmont"; thence East, along the North line of Lots 37 to 48, "Clairmont" and it's extension, to Denver Ave.; thence North, along Denver Ave., to E. 8th St.; thence East, along E. 8th St., to the northerly extension of the East line of Lot 34, "Collins' Addition"; thence South, along the East line and it's extension, to the Southwest corner of Lot 33, "Collins' Addition"; thence East, along the South line of Lots 33 to 25, to Hardesty Ave.; thence North, along Hardesty Ave., to E. 6th St.; thence West, along E. 6th St., to the southerly extension of the West line of Lot 33, "Commissioners Plat of Forest Park"; thence North, along the West line of Lot 33 and it's extension, to a point of the South line of "McDonald's 024-0049"; thence West, along the South line of "McDonald's 024-0049" to the Southeast corner of Lot 14, "Commissioners Plat of Forest Park"; thence West, along the South line of Lots of Lots 3 to 17 and it's extension, to Denver Ave.; thence West to the Southeast corner of Lot 1, "Old Orchard"; thence West, along the South line of Lots 1 to 11 and it's extension, to Brighton Ave.; thence West to the Southeast corner of Lot 1, "Bloomfield Addition"; thence West, along the South line of Lots 1 to 6, to Van Brunt Blvd.; thence North, along Van Brunt Blvd., to Independence Ave.; thence West, along Independence Ave., to Van Brunt Blvd.; thence North, along Van Brunt Blvd., to the Northwest corner of Lot 10, Block 6, "South Abington"; thence East, along the North line of Lots 10 to 19, Block 6, "South Abington", to Chelsea Ave.; thence South, along Chelsea Ave., to Independence Ave.; thence East, along Independence Ave., to Denver Ave.; thence North, along Denver Ave., to the Northwest corner of Lot 14, Block 3, "La Veta Place; thence East, along the North line of Lots 14 to 10, Block 3, "La Veta Place", to Colorado Ave.; thence North, along Colorado Ave., to the Northwest corner of Lot 15, Block 4, “La Veta Place”; thence East, along the North line of Lots 15 and 9, Block 4, “La Veta Place”, to Hardesty Ave.; thence North, along Hardesty Ave., to the Northwest corner of Lot 1, “Walgreens No. 25”; thence East, along the North line of Lot 1, to Drury Ave.; thence South, along Drury Ave., to the Northwest corner of Lot 28, Block 6, “Maplewood”; thence East, along the North line of Lots 28 to 18, Block 6, Lots 28 to 18, Block 7, and Lots 28 to 18, Block 8 to Topping Ave.; thence North, along Topping Ave., to Thompson Ave.; thence East, along Thompson Ave., to White Ave.; thence South, along White Ave. and it’s extension, to the South line of the Kansas City Terminal Railroad; thence easterly, along the South line, 7900 feet I-435 highway; thence southerly, along I-435, to E. Winner Rd.; thence East, along E. Winner Rd., to Donnelly Ave.; thence North, along Donnelly Ave., to the Northwest corner of Lot 21, Block 26, “Washington”; thence East, along the North line of Lots 21 and 17, Block 26, and it’s extension to the Northwest corner of Lot 17, Block 27, “Washington”; thence East, along the North line of Lots 17 and 14, Block 27, to Booth Ave.; thence South, along Booth Ave., to the Southeast corner of Lot 1, “Robin’s Quiktrip”; thence West, along the South line of Lot 1, to Wallace Ave.; thence North, along Wallace Ave., to E. Winner Rd.; thence West, along E. Winner Rd., to I-435; thence southerly, along I-435, to E. 23rd Trfy.; thence West, along E. 23rd Trfy. To Manchester Trfy.; thence North, along Manchester Trfy., to the Big Blue River; thence West and Southwest, along the Big Blue River, to the Burlington Northern Santa Fe (BNSF) Railroad; thence northerly, along the BNSF railroad, to the Northeast corner of Corrington Park; thence westerly and North, along the North line of Corrington Park , to the Southwest corner of Lot 29, Block 10, “Manchester”; thence North, along the West line of Lots 29 to 12, Block 10, to a point on the South line of Lot 6, Block 10; thence West, along the South line of Lots 6 to 1, Block 10, to Corrington Ave.; thence North, along Corrington Ave., to the Southeast corner of Lot 1, Block 3, “Clinton Place”; thence West, along the South line of Lots 1 to 11, Block 3, and it’s extension, to the Southeast corner of Lot 1, Block 4, “Clinton Place”; thence West, along the South line of Lots 1 to 11, Block 4, to Winchester Ave.; thence North, along Winchester Ave., to E. Independence Ave.; thence West, along E. Independence Ave., to Fremont Ave.; thence South, along Fremont Ave., to E. 7th St.; thence West, along E. 7th St., to Winner Rd.; thence Southwest, along Winner Rd., to a point on the East line of Lot 5, Block 2, “Westminster”; thence South, along the East line of Lot 5, Block 2, to E. 11th St.; thence West, along E. 11th St., to Winner Rd.; thence southwesterly, along Winner Rd., to E. 12th St.; thence West, along E. 12th St., to Van Brunt Blvd. and the POINT OF BEGINNING.

<u>TRACT 3:</u>

BEGINNING at the intersection of E. Truman Rd. and Van Brunt Blvd.; thence North, along Van Brunt Blvd., to the Northwest corner of Lot 56, “Brighton Park”; thence East, along the North line of Lots 56 to 61, and Lots 107 to 109, to the Northwest corner of Lot 160, “Hardesty Park”; thence East, along the North line of Lots 160 to 158, 105 to 100, and 47 to 42, to Hardesty Ave.; thence North, along Hardesty Ave., to a point 100 feet South of the Southwest corner of Lot 16, “Hardesty Place”; thence East , parallel to the South line of Lot 16, 300 feet; thence South to the Northwest corner of Lot 18, “Melba Park”; thence East, along the North line of Lot 18 and it’s extension, to the West line of Lot 7, “Melba Park”; thence South, along the West line of Lots 7 to 4, to the Northwest corner of Lot 3; thence East, along the North line of Lot 3, to Oakley Ave.; thence North, along Oakley Ave., to the Northwest corner of Lot 10, “Chalmette Resurvey”; thence East, along the North line of Lot 10 and 24, “Chalmette Resurvey”, to Lawndale Ave.; thence North, along Lawndale Ave., to the Northwest corner of Lot 41, "Chalmette Resurvey"; thence East, along the North line of Lot 41, to the Northeast corner of Lot 41; thence South, along the East line of Lots 41 to 44 and Lot 48, to a point 120 feet North of the Southwest corner of Lot 1, "Chalmette"; thence East, along a line 120 feet North of and parallel with the South line of Lot 1, to Topping Ave.; thence South, along Topping Ave., to the Northwest corner of Lot 13, Block 4, "Belmont Heights"; thence East, along the North line of Lots 13 to 24, Block 4, and Lots 13 to 24, Block 3, "Belmont Heights", to Belmont Ave.; thence East to the Northwest corner of Lot 227, "Roland"; thence East, along the North line of Lots 227 to 246, Lots 265 to 284, "Roland", to Bennington Ave.; thence North, along Bennington Ave., to E. 14th St.; thence East, along E. 14th St., to Winchester Ave.; thence South, along Winchester Ave., to the Southeast corner of Lot 1, "Quiktrip Store No. 0204"; thence West, along the South line of Lot 1, to the Southwest corner of Lot 1, also being the Northwest corner of Lot 2, "Quiktrip Store No. 0204"; thence South, along the West line of Lot 2, to the North line of "Collings & Byers First Add.; thence West, along the North line, to Ewing Ave.; thence North, along Ewing Ave., to E. 15th Terr.; thence West, along E. 15th Terr., to Topping Ave.; thence South, along Topping Ave., to E. 16th St.; thence West, along E. 16th St., to Hardesty Ave.; thence North, along Hardesty Ave., to E. Truman Rd.; thence West, along E. Truman Rd., to Van Brunt Blvd. and the POINT OF BEGINNING.

EXHIBIT 2A

Site map for Redevelopment Area

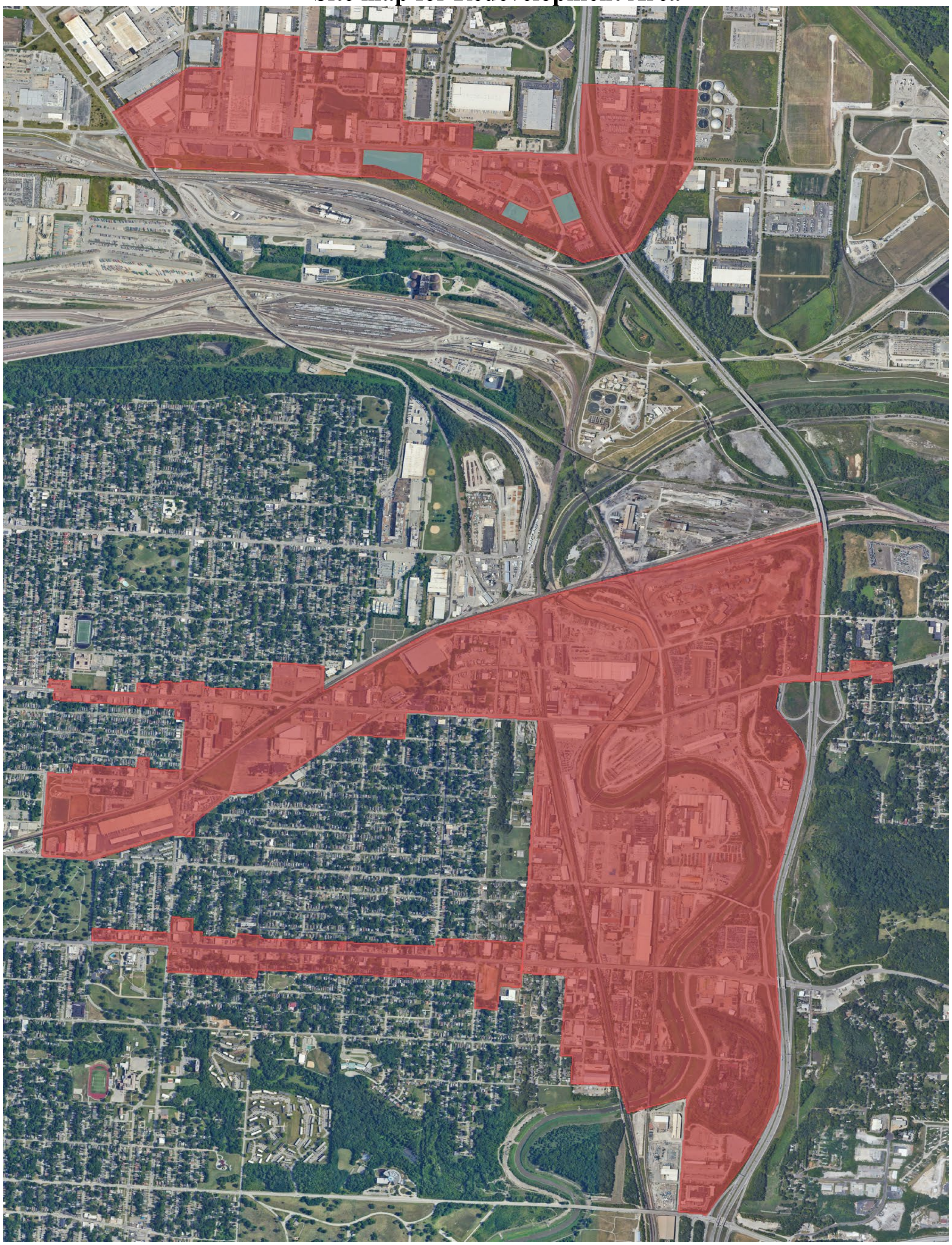

EXHIBIT 2B

SITE MAP OF REDEVELOPMENT PROJECT AREA

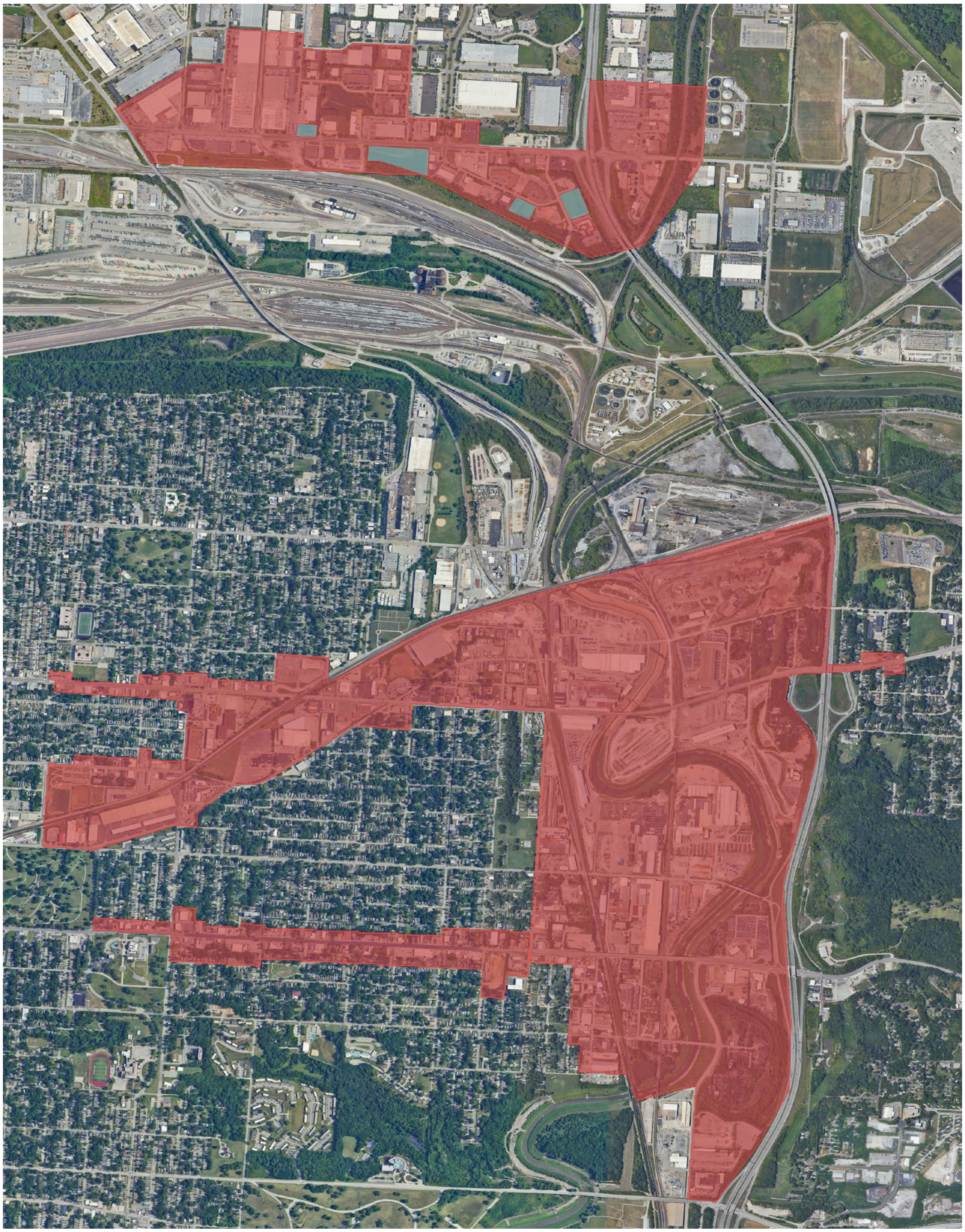

EXHIBIT 3

SPECIFIC OBJECTIVES OF PLAN

1. To eliminate adverse conditions which are detrimental to public health, safety, morals, or welfare in the Redevelopment Area and to eliminate and prevent the recurrence thereof for the betterment of the Redevelopment Area and the community at large;

2. To enhance the tax base of the City and the other Taxing Districts, encourage private investment in the surrounding area;

3. To increase employment opportunities;

4. To stimulate construction and development and generate tax revenues which would not occur without Tax Increment Financing assistance; and

5. To construct of (1) approximately 389 multi-family residential units, of which 322 shall be reserved as "affordable housing" for tenants who earn less than 80% of the Kansas City, Missouri median household income, approximately 13,000 square feet of retail space, an approximately 30,000 square foot daycare center and after school program space, and approximately 500 parking spaces (the "Project Improvements") and (2) the construction or reconstruction of public infrastructure improvements, including, but not limited to sanitary and storm sewer, utilities, sidewalks, and any other required or desired infrastructure, that support and enhance the Project Improvements (collectively, the "Public Improvements").

EXHIBIT 4A

ESTIMATED CONSTRUCTION INFORMATION

	New Construction	Existing Structures to Remain	Existing Structures to be Rehabbed	Total	Existing Structures to be Demolished
Square Feet of Office					
Square Feet of Retail			13,000 SF	13,000 SF	
Square Feet of Institutional			30,000 SF	30,000 SF	
Square Feet of Industrial					
Total Square Feet			75,000 SF	75,000 SF	
Number of Dwelling Units			389	389	
Parking Spaces			500	500	

EXHIBIT 4A

ESTIMATED EMPLOYMENT INFORMATION

Permanent jobs to be CREATED IN Kansas City	225
Permanent Jobs to be Relocated TO Kansas City	0
Permanent Jobs to be Retained in Kansas City	0
TOTAL	225
Anticipated Average Annual Payroll	$7,875,000
Estimated number of construction workers to be hired during construction	250
Estimated average construction payroll in all phases	$48,000,000

EXHIBIT 5

ESTIMATED BUDGET OF REDEVELOPMENT PROJECT COSTS

Cost Category	Estimated Total Development Costs	Reimbursable with TIF Revenue	Other Public Sources	Brownfield Revolving Loan	Energy Rebates	Federal HTC Equity	State HTC Equity	Federal LIHTC Rehab Equity	Federal ITC Tax Credit Equity	Deferred Fees	Permanent Financing
Acquisition	12,300,000	12,300,000	-	-	-	-	-	-	-	-	-
Hard Costs	94,113,247	2,000,000	1,575,000	7,000,000	350,100	18,374,187	18,206,492	43,867,746	2,114,045	-	625,677
Solar	2,900,000	2,900,000	-	-	-	-	-	-	-	-	-
Building 1 Retail	520,000	100,000	-	-	-	-	-	-	-	-	420,000
Apartment Appliances (Bldg 1)	1,668,212	-	-	-	-	-	-	-	-	-	1,668,212
General Conditions	3,960,602	3,044,314	-	-	-	-	-	-	-	-	916,288
GC Overhead	2,384,282	1,900,000	-	-	-	-	-	-	-	-	484,282
Construction CM Fee	3,564,542	3,000,000	-	-	-	-	-	-	-	-	564,542
Hard Cost Contingency (10%)	10,911,089	5,000,000	-	-	-	-	-	-	-	-	5,911,089
Construction Loan Interest	5,693,637	5,693,637	-	-	-	-	-	-	-	-	-
Energy Efficiency Consultant	166,084	166,084	-	-	-	-	-	-	-	-	-
Survey Update	10,000	10,000	-	-	-	-	-	-	-	-	-
Special Inspections	30,000	30,000	-	-	-	-	-	-	-	-	-
Building Permit	161,736	24,260	-	-	-	-	-	-	-	-	137,475
MHDC Fees	342,178	-	-	-	-	-	-	-	-	-	342,178
Preconstruction Marketing	200,000	200,000	-	-	-	-	-	-	-	-	-
Cost Certification/Consulting	125,000	125,000	-	-	-	-	-	-	-	-	-
Environmental Report	26,025	26,025	-	-	-	-	-	-	-	-	-
Architect - Design	3,321,456	3,321,456	-	-	-	-	-	-	-	-	-
Architect - Supervisory	830,364	830,364	-	-	-	-	-	-	-	-	-
Taxes	208,580	-	-	-	-	-	-	-	-	-	208,580
Liability Insurance	100,000	-	-	-	-	-	-	-	-	-	100,000
LIHTC Financing Fees	1,342,989	1,342,989	-	-	-	-	-	-	-	-	-
FF&E	415,000	-	-	-	-	-	-	-	-	-	415,000
Title & Recording	91,000	-	-	-	-	-	-	-	-	-	91,000
State HTC Issuance Fee	785,186	-	-	-	-	-	-	-	-	-	785,186
Tax Credit Investor Legal Fees	130,000	-	-	-	-	-	-	-	-	-	130,000
Additional Contingency	9,212,227	1,000,000	-	-	-	-	-	-	-	-	8,212,227
Organizational / Other Fees	450,625	-	-	-	-	-	-	-	-	-	450,625
Borrower Legal Fees	147,260	147,260	-	-	-	-	-	-	-	-	-
Tax Credit Consultants	42,116	-	-	-	-	-	-	-	-	-	42,116
Soft Cost Contingency (8%)	2,383,146	1,835,861	-	-	-	-	-	-	-	-	547,285
Leasing Commission	12,000	-	-	-	-	-	-	-	-	-	12,000
LIHTC Bond Issuance Cost	435,750	435,750	-	-	-	-	-	-	-	-	-
Debt Service Reserve Fund / IOD	3,859,702	1,000,000	-	-	-	-	-	-	-	-	2,859,702
Working Capital	1,313,448	-	-	-	-	-	-	-	-	-	1,313,448
Overhead and Fee	14,774,173	-	-	-	-	-	-	-	-	8,207,874	6,566,299
Total Costs	**178,931,655**	**46,433,000**	**1,575,000**	**7,000,000**	**350,100**	**18,374,187**	**18,206,492**	**43,867,746**	**2,114,045**	**8,207,874**	**32,803,211**

* Total reimbursement to Redeveloper shall not exceed $46,433,000 from TIF Revenue, plus Financing Costs for any Obligations. To the extent applicable, Redeveloper may shift amounts among statutorily qualified line items.

EXHIBIT 6

ECONOMIC ACTIVITY TAX AND CITY ADDITIONAL EATS REVENUE PROJECTIONS

			ECONOMIC ACTIVITY TAXES									
			General Sales					*F&B Sales*				
TIF Year	Activity Year	Growth Rate	Projected Sales	Base Sales	Incremental Sales	TIF EATs*	Additional EATs*	Projected F&B Sales	Base F&B Sales	Incremental F&B Sales	TIF EATs*	Additional EATs*
0	2023	2.50%	170,393,084	(170,393,084)	-	-	-	30,135,651	(30,135,651)	-	-	-
1	2024	2.50%	174,652,911	(170,393,084)	4,259,827	73,111	25,825	30,889,042	(30,135,651)	753,391	6,943	7,308
2	2025	2.50%	179,019,234	(170,393,084)	8,626,150	148,050	52,296	31,661,268	(30,135,651)	1,525,617	14,059	14,798
3	2026	2.50%	183,494,715	(170,393,084)	13,101,631	224,862	79,429	32,452,800	(30,135,651)	2,317,149	21,353	22,476
4	2027	2.50%	189,334,582	(170,393,084)	18,941,499	325,092	114,833	33,264,120	(30,135,651)	3,128,469	28,829	30,346
5	2028	2.50%	195,320,447	(170,393,084)	24,927,363	427,827	151,122	34,095,723	(30,135,651)	3,960,072	36,492	38,413
6	2029	2.50%	201,455,958	(170,393,084)	31,062,874	533,130	188,319	34,948,116	(30,135,651)	4,812,465	44,347	46,681
7	2030	2.50%	207,744,857	(170,393,084)	37,351,773	641,066	226,445	35,821,819	(30,135,651)	5,686,168	52,398	55,156
8	2031	2.50%	214,190,979	(170,393,084)	43,797,895	751,701	265,525	36,717,364	(30,135,651)	6,581,713	60,650	63,843
9	2032	2.50%	220,798,253	(170,393,084)	50,405,169	865,101	305,581	37,635,298	(30,135,651)	7,499,648	69,109	72,747
10	2033	2.50%	227,570,709	(170,393,084)	57,177,625	981,336	346,639	38,576,181	(30,135,651)	8,440,530	77,779	81,873
11	2034	2.50%	234,512,477	(170,393,084)	64,119,393	1,100,477	388,724	39,540,585	(30,135,651)	9,404,935	86,666	91,228
12	2035	2.50%	241,627,789	(170,393,084)	71,234,705	1,222,597	431,860	40,529,100	(30,135,651)	10,393,449	95,776	100,816
13	2036	2.50%	247,668,484	(170,393,084)	77,275,400	1,326,273	468,482	41,542,328	(30,135,651)	11,406,677	105,113	110,645
14	2037	2.50%	253,860,196	(170,393,084)	83,467,112	1,432,541	506,019	42,580,886	(30,135,651)	12,445,235	114,683	120,719
15	2038	2.50%	260,206,701	(170,393,084)	89,813,617	1,541,465	544,495	43,645,408	(30,135,651)	13,509,757	124,492	131,045
16	2039	2.50%	266,711,868	(170,393,084)	96,318,784	1,653,113	583,933	44,736,543	(30,135,651)	14,600,892	134,547	141,629
17	2040	2.50%	273,379,665	(170,393,084)	102,986,581	1,767,552	624,356	45,854,957	(30,135,651)	15,719,306	144,853	152,477
18	2041	2.50%	280,214,157	(170,393,084)	109,821,073	1,884,852	665,790	47,001,331	(30,135,651)	16,865,680	155,417	163,597
19	2042	2.50%	287,219,511	(170,393,084)	116,826,427	2,005,085	708,260	48,176,364	(30,135,651)	18,040,713	166,245	174,995
20	2043	2.50%	294,399,998	(170,393,084)	124,006,914	2,128,323	751,792	49,380,773	(30,135,651)	19,245,122	177,344	186,678
21	2044	2.50%	301,759,998	(170,393,084)	131,366,914	2,254,642	796,412	50,615,292	(30,135,651)	20,479,641	188,720	198,653
22	2045	2.50%	309,303,998	(170,393,084)	138,910,914	2,384,119	842,147	51,880,675	(30,135,651)	21,745,024	200,380	210,927
23	2046	2.50%	317,036,598	(170,393,084)	146,643,514	2,516,833	889,026	53,177,691	(30,135,651)	23,042,041	212,332	223,508
24	2047	2.50%	324,962,513	(170,393,084)	154,569,429		937,077	54,507,134	(30,135,651)	24,371,483		236,403
25	2048	2.50%	333,086,576	(170,393,084)	162,693,492		986,329	55,869,812	(30,135,651)	25,734,161		249,621
26	2049	2.50%	341,413,740	(170,393,084)	171,020,656		1,036,813	57,266,557	(30,135,651)	27,130,907		263,170
27	2050	2.50%	349,949,084	(170,393,084)	179,556,000		1,088,558	58,698,221	(30,135,651)	28,562,570		277,057
28	2051	2.50%	358,697,811	(170,393,084)	188,304,727		1,141,597	60,165,677	(30,135,651)	30,030,026		291,291
29	2052	2.50%	367,665,256	(170,393,084)	197,272,172		1,195,963	61,669,819	(30,135,651)	31,534,168		305,881
30	2053	2.50%	376,856,888	(170,393,084)	206,463,804		1,251,687	63,211,564	(30,135,651)	33,075,913		320,836
Total:			8,184,509,036	(5,282,185,600)	2,902,323,436	28,189,149	17,595,336	1,386,248,099	(934,205,177)	452,042,922	2,318,528	4,384,816

		Earnings Taxes					Utility Taxes				
TIF Year	Activity Year	Projected Payroll	Base Payroll	Incremental Payroll	TIF EATs*	Additional EATs*	Projected Utility Costs	Base Utility Costs	Incremental Utility Costs	TIF EATs*	Additional EATs*
0	2023	67,500,000	(67,500,000)	-	-	-	10,125,000	(10,125,000)	-	-	-
1	2024	69,187,500	(67,500,000)	1,687,500	**8,184**	**8,184**	10,378,125	(10,125,000)	253,125	**12,277**	**12,277**
2	2025	70,917,188	(67,500,000)	3,417,188	**16,573**	**16,573**	10,637,578	(10,125,000)	512,578	**24,860**	**24,860**
3	2026	72,690,117	(67,500,000)	5,190,117	**25,172**	**25,172**	10,903,518	(10,125,000)	778,518	**37,758**	**37,758**
4	2027	74,933,566	(67,500,000)	7,433,566	**36,053**	**36,053**	11,263,226	(10,125,000)	1,138,226	**55,204**	**55,204**
5	2028	77,233,100	(67,500,000)	9,733,100	**47,206**	**47,206**	11,631,927	(10,125,000)	1,506,927	**73,086**	**73,086**
6	2029	79,590,123	(67,500,000)	12,090,123	**58,637**	**58,637**	12,009,846	(10,125,000)	1,884,846	**91,415**	**91,415**
7	2030	82,006,072	(67,500,000)	14,506,072	**70,354**	**70,354**	12,397,213	(10,125,000)	2,272,213	**110,202**	**110,202**
8	2031	84,482,419	(67,500,000)	16,982,419	**82,365**	**82,365**	12,794,264	(10,125,000)	2,669,264	**129,459**	**129,459**
9	2032	87,020,675	(67,500,000)	19,520,675	**94,675**	**94,675**	13,201,241	(10,125,000)	3,076,241	**149,198**	**149,198**
10	2033	89,622,388	(67,500,000)	22,122,388	**107,294**	**107,294**	13,618,393	(10,125,000)	3,493,393	**169,430**	**169,430**
11	2034	92,289,143	(67,500,000)	24,789,143	**120,227**	**120,227**	14,045,973	(10,125,000)	3,920,973	**190,167**	**190,167**
12	2035	95,022,567	(67,500,000)	27,522,567	**133,484**	**133,484**	14,484,243	(10,125,000)	4,359,243	**211,423**	**211,423**
13	2036	97,398,131	(67,500,000)	29,898,131	**145,006**	**145,006**	14,846,349	(10,125,000)	4,721,349	**228,985**	**228,985**
14	2037	99,833,085	(67,500,000)	32,333,085	**156,815**	**156,815**	15,217,508	(10,125,000)	5,092,508	**246,987**	**246,987**
15	2038	102,328,912	(67,500,000)	34,828,912	**168,920**	**168,920**	15,597,946	(10,125,000)	5,472,946	**265,438**	**265,438**
16	2039	104,887,135	(67,500,000)	37,387,135	**181,328**	**181,328**	15,987,894	(10,125,000)	5,862,894	**284,350**	**284,350**
17	2040	107,509,313	(67,500,000)	40,009,313	**194,045**	**194,045**	16,387,592	(10,125,000)	6,262,592	**303,736**	**303,736**
18	2041	110,197,046	(67,500,000)	42,697,046	**207,081**	**207,081**	16,797,282	(10,125,000)	6,672,282	**323,606**	**323,606**
19	2042	112,951,972	(67,500,000)	45,451,972	**220,442**	**220,442**	17,217,214	(10,125,000)	7,092,214	**343,972**	**343,972**
20	2043	115,775,771	(67,500,000)	48,275,771	**234,137**	**234,137**	17,647,644	(10,125,000)	7,522,644	**364,848**	**364,848**
21	2044	118,670,166	(67,500,000)	51,170,166	**248,175**	**248,175**	18,088,835	(10,125,000)	7,963,835	**386,246**	**386,246**
22	2045	121,636,920	(67,500,000)	54,136,920	**262,564**	**262,564**	18,541,056	(10,125,000)	8,416,056	**408,179**	**408,179**
23	2046	124,677,843	(67,500,000)	57,177,843	**277,313**	**277,313**	19,004,582	(10,125,000)	8,879,582	**430,660**	**430,660**
24	2047	127,794,789	(67,500,000)	60,294,789		**292,430**	19,479,697	(10,125,000)	9,354,697		**453,703**
25	2048	130,989,659	(67,500,000)	63,489,659		**307,925**	19,966,689	(10,125,000)	9,841,689		**477,322**
26	2049	134,264,400	(67,500,000)	66,764,400		**323,807**	20,465,856	(10,125,000)	10,340,856		**501,532**
27	2050	137,621,010	(67,500,000)	70,121,010		**340,087**	20,977,503	(10,125,000)	10,852,503		**526,346**
28	2051	141,061,535	(67,500,000)	73,561,535		**356,773**	21,501,940	(10,125,000)	11,376,940		**551,782**
29	2052	144,588,074	(67,500,000)	77,088,074		**373,877**	22,039,489	(10,125,000)	11,914,489		**577,853**
30	2053	148,202,775	(67,500,000)	80,702,775		**391,408**	22,590,476	(10,125,000)	12,465,476		**604,576**
Total:		3,222,883,395	(2,092,500,000)	1,130,383,395	3,096,052	5,482,359	489,846,100	(313,875,000)	175,971,100	4,841,486	8,534,598

BASE REVENUES (ADDITIONAL EATS)											*PLEDGED REVENUE SUMMARY*		
TIF Year	Activity Year	Base Sales	Base F&B	Base Payroll	Base Utility	Base Sales Taxes	Base F&B Taxes	Base Payroll Taxes	Base Utility Taxes	Available Base Revenue	Statutory TIF EATs	Additional EATs	Total
0	2023												
1	2024	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	100,515	4,364,019	4,464,534
2	2025	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	203,542	4,418,953	4,622,495
3	2026	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	309,145	4,475,260	4,784,405
4	2027	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	445,177	4,546,861	4,992,038
5	2028	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	584,610	4,620,251	5,204,862
6	2029	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	727,529	4,695,477	5,423,006
7	2030	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	874,021	4,772,583	5,646,604
8	2031	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	1,024,175	4,851,616	5,875,791
9	2032	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	1,178,083	4,932,626	6,110,709
10	2033	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	1,335,839	5,015,661	6,351,499
11	2034	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	1,497,538	5,100,771	6,598,309
12	2035	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	1,663,280	5,188,010	6,851,290
13	2036	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	1,805,377	5,263,543	7,068,920
14	2037	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	1,951,026	5,340,965	7,291,991
15	2038	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	2,100,316	5,420,323	7,520,639
16	2039	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	2,253,338	5,501,664	7,755,003
17	2040	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	2,410,187	5,585,039	7,995,226
18	2041	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	2,570,956	5,670,499	8,241,454
19	2042	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	2,735,744	5,758,094	8,493,839
20	2043	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	2,904,652	5,847,880	8,752,533
21	2044	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	3,077,783	5,939,911	9,017,694
22	2045	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	3,255,243	6,034,242	9,289,484
23	2046	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	3,437,138	6,130,931	9,568,069
24	2047	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	-	6,230,038	6,230,038
25	2048	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	-	6,331,622	6,331,622
26	2049	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	-	6,435,746	6,435,746
27	2050	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	-	6,542,473	6,542,473
28	2051	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	-	6,651,869	6,651,869
29	2052	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	-	6,763,999	6,763,999
30	2053	170,393,084	30,135,651	67,500,000	10,125,000	2,066,016	590,659	661,500	992,250	4,310,425	-	6,878,932	6,878,932
Total:		**5,111,792,516**	**904,069,526**	**2,025,000,000**	**303,750,000**	**61,980,484**	**17,719,763**	**19,845,000**	**29,767,500**	**129,312,747**	**38,445,215**	**165,309,857**	**203,755,072**

EXHIBIT 7

ANTICIPATED SOURCES OF FUNDS

SOURCES OF FUNDS	Total
Permanent Financing	32,803,211
Brownfield Revolving Loan	7,000,000
Energy Rebates	350,100
Federal HTC Equity	18,374,187
State HTC Equity	18,206,492
Federal LIHTC Rehab Equity (4%)	43,867,746
Federal ITC Tax Credit Equity	2,114,045
Housing Trust Fund	1,575,000
TIF Bond Proceeds	46,433,000
Deferred Fees	8,207,874
TOTAL SOURCES	**178,931,655**

.

<u>EXHIBIT 8</u>

ESTIMATED DEVELOPMENT SCHEDULE

REDEVELOPMENT PROJECT

EVENT	DATE
City and Agency Approvals	January 2023
Close on Financing and Acquisition	March 2024
Project Design	May 2024
Begin Construction	June 2024
Development Pre-Opening	August 2025
Development Opening	October 2025

EXHIBIT 9

COST-BENEFIT ANALYSIS

Cost-Benefit Summary - 23-year analysis

Per-capita impacts calculated at 100% of total average revenues and costs.

Benefits	**City of Kansas City**	**Jackson County**	**Mental Health Fund**	**EITAS**	**Blind Pension Fund**	**Kansas City Public Library**	**Kansas City Zoo District**	**Kansas City Public Schools**	**Metro Community Colleges**	**State of Missouri**
Sales Taxes:	$ 184,828,782	$ 72,719,637	--	--	--	--	$ 8,079,960	--	--	$ 265,698,640
Property Taxes:	$ 14,977,912	$ 6,258,489	$ 1,045,015	$ 642,537	$ 267,602	$ 4,520,070	--	$ 44,262,771	$ 2,057,011	$ -
Income Taxes:	$ 6,789,754	--	--	--	--	--	--	--	--	$ 25,637,614
Other Revenues:	$ 19,873,063	$ 2,541,406	$ 10,261	$ 284,332	$ 152,776	$ 247,940	$ 701,201	$ 2,446,104	$ 92,177	$ 62,156,141
Total Revenues:	$ 226,469,511	$ 81,519,533	$ 1,055,276	$ 926,869	$ 420,378	$ 4,768,010	$ 8,781,160	$ 46,708,875	$ 2,149,188	$ 353,492,395
Costs										
Costs for Services:	$ 66,033,722	$ 8,758,972	$ 642,269	$ 821,432	$ 188,389	$ 1,637,068	$ 1,273,290	$ 8,454,083	$ 121,184	$ 127,744,101
Incentives:	$ 78,709,974	$ 23,301,454	$ 12,756	$ 7,843	$ 3,268	$ 55,176	$ 3,870,843	$ 1,080,619	$ 50,219	$ -
Total Costs:	$ 144,743,696	$ 32,060,426	$ 655,025	$ 829,276	$ 191,657	$ 1,692,243	$ 5,144,133	$ 9,534,702	$ 171,404	$ 127,744,101
Net Cost/Benefit										
Public Benefits:	$ 226,469,511	$ 81,519,533	$ 1,055,276	$ 926,869	$ 420,378	$ 4,768,010	$ 8,781,160	$ 46,708,875	$ 2,149,188	$ 353,492,395
Public Costs & Incentives:	$ 144,743,696	$ 32,060,426	$ 655,025	$ 829,276	$ 191,657	$ 1,692,243	$ 5,144,133	$ 9,534,702	$ 171,404	$ 127,744,101
Net Benefits (Costs):	**$ 81,725,815**	**$ 49,459,107**	**$ 400,251**	**$ 97,593**	**$ 228,721**	**$ 3,075,767**	**$ 3,637,028**	**$ 37,174,173**	**$ 1,977,784**	**$ 225,748,295**
Present Value of Public Benefits:	$ 118,828,662	$ 42,924,902	$ 564,024	$ 486,395	$ 219,821	$ 2,541,607	$ 4,606,904	$ 24,916,997	$ 1,147,010	$ 181,479,670
Present Value of Incentives:	$ 40,757,220	$ 12,072,762	$ 7,062	$ 4,338	$ 1,799	$ 30,570	$ 2,005,060	$ 598,982	$ 27,826	$ -

This analysis shows on the Net Benefits/Costs line the impact on each taxing jurisdiction within the boundaries of the redevelopment area if the project is built.

Cost-Benefit Summary - 23-year analysis

Per-capita impacts calculated at 100% of total average revenues and costs.

Benefits	**City of Kansas City**	**Jackson County**	**Mental Health Fund**	**EITAS**	**Blind Pension Fund**	**Kansas City Public Library**	**Kansas City Zoo District**	**Kansas City Public Schools**	**Metro Community Colleges**	**State of Missouri**
Sales Taxes:	$ 144,848,795	$ 56,679,963	--	--	--	--	$ 6,297,774	--	--	$ 204,973,115
Property Taxes:	$ -	$ -	$ -	$ -	$ -	$ -	--	$ -	$ -	$ -
Income Taxes:	$ -	--	--	--	--	--	--	--	--	$ -
Other Revenues:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues:	$ 144,848,795	$ 56,679,963	$ -	$ -	$ -	$ -	$ 6,297,774	$ -	$ -	$ 204,973,115
Costs										
Costs for Services:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Incentives:	$ 62,033,071	$ 18,893,321	$ -	$ -	$ -	$ -	$ 3,148,887	$ -	$ -	$ -
Total Costs:	$ 62,033,071	$ 18,893,321	$ -	$ -	$ -	$ -	$ 3,148,887	$ -	$ -	$ -
Net Cost/Benefit										
Public Benefits:	$ 144,848,795	$ 56,679,963	$ -	$ -	$ -	$ -	$ 6,297,774	$ -	$ -	$ 204,973,115
Public Costs & Incentives:	$ 62,033,071	$ 18,893,321	$ -	$ -	$ -	$ -	$ 3,148,887	$ -	$ -	$ -
Net Benefits (Costs):	**$ 82,815,724**	**$ 37,786,642**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,148,887**	**$ -**	**$ -**	**$ 204,973,115**
Present Value of Public Benefits:	$ 78,143,521	$ 30,577,893	$ -	$ -	$ -	$ -	$ 3,397,535	$ -	$ -	$ 106,945,372
Present Value of Incentives:	$ 33,465,804	$ 10,192,623	$ -	$ -	$ -	$ -	$ 1,698,762	$ -	$ -	$ -

This analysis shows on the Net Benefits/Costs line the impact on each taxing jurisdiction within the boundaries of the redevelopment area if the project is not built. Because the project is EATs only, there is no impact on the jurisdictions which have not imposed sales taxes or other types of economic activity taxes, if the project is not built.

EXHIBIT 10

“BUT FOR” STATEMENT

CITY MANAGER'S AFFIDAVIT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

1. I, Brian Platt, am the City Manager of the City of Kansas City, Missouri, a constitutional charter city and political subdivision duly organized and validly existing under the laws of the State of Missouri (the "City) and I am authorized to provide this affidavit on behalf of the City.

2. An application has been submitted for the proposed Historic Northeast Tax Increment Financing Plan (the "Plan"), as proposed, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et. seq., Revised Statutes of Missouri, as amended (the "TIF Act").

3. The proposed redevelopment area under the Plan (the "Redevelopment Area") has been determined to be a conservation area as defined by the TIF Act, pursuant to an Area Conditions Analysis prepared by Partner Valuation Advisors, LLC, dated 12/8/2023.

4. Under my direction, the City Development and Planning Department has undertaken a review of the private investment within a 1- mile radius of the Redevelopment Area.

5. Our review included an examination of building permits for retail, office, and residential uses issued from 2013 to date within the 1-mile radius of the Redevelopment Area. The review is attached to this affidavit.

6. The results of the review show that retail permits were issued for only seven projects in that time frame and geographic area. The area described has not been subject to significant growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing.

7. The undersigned acknowledges and agrees that this Affidavit is being materially relied upon by the Tax Increment Financing Commission of Kansas City, Missouri (the "Commission") in connection with its consideration of the Plan. This affidavit is being provided to assist the Commission and City in making a finding that the Redevelopment Area described by the Plan, on the whole, is a conservation area, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing.

The information, statements and averments in this affidavit are, to the best of my knowledge and belief, true, accurate and complete in all material respects.

CITY OF KANSAS CITY, MISSOURI

By: ______________________

Brian Platt, City Manager

(SEAL)

ATTEST:

By: Monica Sanders for

City Clerk

601 Hardesty Ave

Permit Valuation of $1 million dollars or more, from 2013-2023

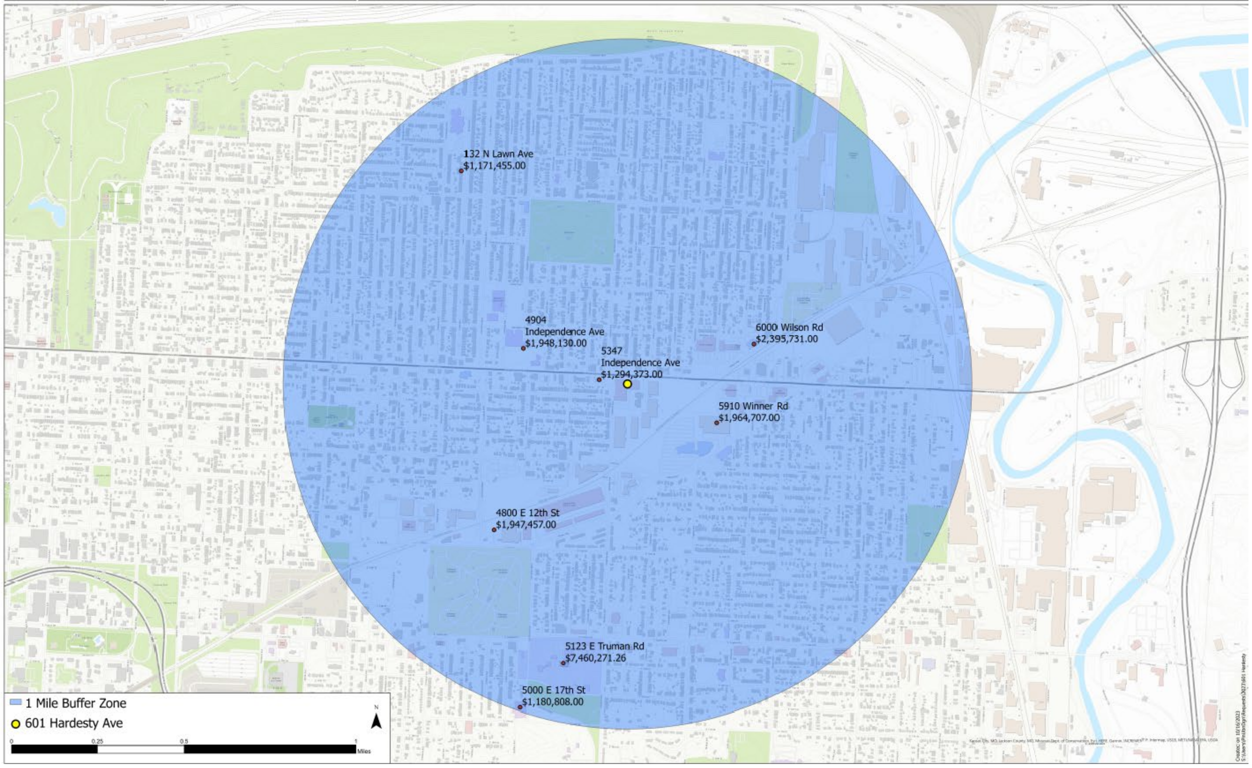

EXHIBIT 11

EXISTING CONDITIONS STUDY (CONSERVATION STUDY)

PARTNER
Valuation Advisors

A New Solution for
CRE Valuation

Historic Northeast Lofts TIF Plan
Kansas City, Missouri

Report Date
December 8, 2023

Project Numbers
Partner: 23-425554

Prepared for:
Economic Development Corporation of Kansas City

www.PARTNERval.com

PARTNER
Valuation Advisors

December 8, 2023

Mr. David Leader
Economic Development Corporation of Kansas City
300 Wyandotte, Suite 400
Kansas City, Missouri 64108

Subject: Consulting report
Historic Northeast Lofts TIF Plan
Kansas City, Missouri 64125
Partner Project No. 23-425554

Dear Mr. Leader,

Partner Valuation Advisors is pleased to submit the accompanying conservation study report of the referenced property. The purpose of the conservation study is to develop and report my opinion as to whether the conditions of the area to be included within the Historic Northeast Lofts Project Area described above are detrimental to public health, safety, morals, or welfare and may cause the area to become blighted due to the presence of certain factors described by 99.805(3) RSMo. My findings demonstrate that fifty percent (50%) or more of the structures in the study area have an age of thirty-five (35) years or more and that a preponderance of the study area has certain blighting factors described by 99.805(3) that are detrimental to public health, safety, morals, or welfare. The client for the assignment is Tax Increment Financing Commission of Kansas City, Missouri, and the intended use is to assist the client in establishing certain statutory findings in connection with the approval of the Historic Northeast Lofts TIF Plan.

The study area for this assignment is comprised of 811 tax parcels which are included in six distinct neighborhoods. Of those properties, 556 are improved and of those only 46 have been constructed within the preceding 35 years. The land area totals 1,074 acres more or less. Land uses are primarily industrial, residential, retail, vacant land, railroad facilities and utilities. I have grouped the entire Project Area into study areas, two industrial neighborhoods and two commercial/retail neighborhoods. I have analyzed each study areas and the Project Area in relation to each of the characteristics of a conservation area.

The conservation area study is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, applicable state statute stated in 99.805(3) RSMo.

To report the assignment results, I provide to the intended users a fully developed and supported consulting report. A conservation area is any improved area within the boundaries of a redevelopment area located within the territorial limits of a municipality in which fifty percent or more of the structures in the area have an age of thirty-five years or more. Such an area is not yet a blighted area but is detrimental to the public health, safety, morals, or welfare and may become a blighted area because of any one or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; and lack of community planning. A conservation area shall meet at least three of the factors provided in this subdivision for projects approved on or after December 23, 1997.

Based on the analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, my opinions of value are as follows:

- **Age:** Over 50% of the improvements within the Project Area are 35 years old or older. For the Historic Northeast Lofts Project Area 598 properties meet this requirement. That is 88% of the improved properties and 61% of all 811 properties.

In identifying that more than 50% of the structures in the study area are in excess of 35 years of age, I qualify that the study may proceed. To accomplish this, I have divided the enter Historic Northeast Lofts Project Area into four study areas based upon the prevalent use in each. These are Blue River and Executive Park which are largely industrial and Truman Road and Sheffield which are mostly retail. A summary of my findings by factor are shown below and these percentages are based off the total number of improved properties.

- **Dilapidation:** Approximately 32 of the structures in the study area demonstrate dilapidation.
- **Individual Property Obsolescence:** It is my opinion that 63% of the properties within the project area demonstrate functional or economic obsolescence.
- **Deterioration/Depreciation:** These factors are very similar and recognize that any property considered **dilapidated** will also have deterioration or depreciation. Approximately 44% of the properties are not yet dilapidated but do present conditions of deterioration or depreciation.
- **Overcrowding**: Overcrowding is evaluated in consideration of existing zoning code, visual inspection of the study areas, and aerial mapping. I find overcrowding to affect some 28% of the Project Area.
- **Excessive land coverage:** This factor is measures overcrowding specific to each parcel or ownership and to each study area and totals approximately 64%.
- **Lack of community planning**: This is a subjective condition is measures as percentage of the total number and size of properties within an individual study area. I find that 58% of the improved properties in the Project Area are impacted by a lack of community planning. This includes outdated community planning.

PARTNER
Valuation Advisors

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If you have any questions or comments regarding the contents of this report, please don't hesitate to contact the undersigned. Thank you for the opportunity to be of service.

Sincerely,

Partner Valuation Advisors, LLC

Kenneth Jaggers, MAI, FRICS
Managing Director
Missouri Certificate #RA003190
Certified General Real Property Appraiser
Telephone: (913) 214-0057
E-mail: kjaggers@partnerval.com

SUMMARY OF SALIENT FACTS

	Total	Older Than 35 Years	Dilapidation	Individual Property Obsolescence	Deterioration/Depreciation	Illegal Use of Structure	Below Min. Code	Abandonment	Excessive Vacancy	Overcrowding	Lack of Ventilation	Inadequate Utilities	Excessive Land Coverage	Deleterious Land Use	Depreciation of Physical Maintenance	Lack of Community Planning
Truman Road District																
Total Parcels	252															
Improved Parcels	220	209	77	154	132	No conclusion	No conclusion	No Conclusion	No Conclusion	110	No conclusion	No conclusion	165	No conclusion	See deterioration	243
% Parcels		95%	35%	70%	60%					50%			75%			96%
Sheffield District																
Total Parcels	149															
Improved Parcels	125	110	31	75	25	No conclusion	No conclusion	No Conclusion	No Conclusion	0	No conclusion	No conclusion	13	No conclusion	See deterioration	25
% Parcels		88%	25%	60%	20%					0%			10%			25%
Executive Park District																
Total Parcels	87															
Improved Parcels	62	30	6	47	19	No conclusion	No conclusion	No Conclusion	No Conclusion	20	No conclusion	No conclusion	50	No conclusion	See deterioration	43
% Parcels		48%	10%	75%	30%					33%			80%			49%
Blue River District																
Total Parcels	323															
Improved Parcels	149	143	89	119	37	No conclusion	No conclusion	No Conclusion	No Conclusion	15	No conclusion	No conclusion	127	No conclusion	See deterioration	258
% Improved Parcels		96%	60%	80%	25%					10%			85%			80%
Historic Northeast																
Total Parcels	811															
Improved Parcels	556	492	204	395	213	No conclusion	No conclusion	No Conclusion	No Conclusion	145	No conclusion	No conclusion	354	No conclusion	See deterioration	569
% Parcels		88%	37%	71%	38%					26%			64%			70%

Preponderance: Of the improved properties I have identified 1,880 instances of the conservation factors. This includes only those factors which were determinable under the scope of work. Statistically, each improved property experiences 3.4 instances of the conditions noted above. This supports my finding that a preponderance of the properties in the Project Area meet the test of at least three of the conservation area factors. Keep in mind that, having met the conditions of the definition, I did not develop opinions of the seven additional factors.

TABLE OF CONTENTS

1.0 GENERAL INFORMATION

1.1 Identification Project Area

The study area for this assignment is comprised of 811 tax parcels which are included in six distinct neighborhoods. Of those properties, 556 are improved and of those only 46 have been constructed within the preceding 35 years. The land area totals 1,074 acres more or less. Land uses are primarily industrial, residential, retail, vacant land, railroad facilities and utilities. I have grouped the entire Project Area into study areas, two industrial neighborhoods and two commercial/retail neighborhoods. I have analyzed each study areas and the Project Area in relation to each of the characteristics of a conservation area.

1.2 Conservation Study Purpose

To develop and report my opinion as to whether the conditions of the area to be included within the Historic Northeast Lofts TIF Plan described above are detrimental to public health, safety, morals, or welfare and may cause the area to become blighted due to the presence of certain factors described by 99.805(3) RSMo. My findings demonstrate that fifty percent (50%) or more of the structures in the study area have an age of thirty-five (35) years or more and that a preponderance of the study area has certain blighting factors described by 99.805(3) that are detrimental to public health, safety, morals, or welfare. The date of the report is December 8, 2023. The conservation study is valid only as of the stated effective date or dates.

2.0 SCOPE OF WORK

2.1 Scope of Services

Client	Economic Development Corporation of Kansas City
Purpose of the Assignment	To develop and report my opinion of weather the conditions of the area to be included within the Historic Northeast Lofts TIF Plan are detrimental to public health, safety, morals, or welfare and make cause the area to become blighted due to the presence of certain factors descrbed by 99.805(3) RSMo.
Intended Use	In consideration of a request of development incentives
Intended User(s)	Economic Development Corporation of Kansas City, Kansas City Missouri City Council, Arnold Development Group
Narrative Report	Based on the intended users understanding of the subject's physical, economic and legal characteristics, and the intended use of this consulting assignment, a narrative report format was used.
Property Rights	Fee Simple. I do not consider the impact of Conserfation Area factors on any partition of property rights or business personal property.
Prior Services	I have not performed any prior services regarding the subject within the previous three years of the appraisal date.

To determine the appropriate scope of work for the assignment, I considered the intended use of this study, the needs and sophistication of the user, the complexity of the Project Area, and other applicable factors.

2.1.1 Research and Sources

My opinions and forecasts are based at least in part on data obtained from interviews and third-party sources, which are not always completely reliable and no warranty to their reliability is inferred. I am of the opinion that my conclusions are reasonable based on evidence researched and analyzed, I am not responsible for data inaccuracies or the effects of future occurrences that cannot be reasonably foreseen at this time. Sources relied upon for this assignment include the following:

- Marshall Valuation Service
- Heartland MLS
- Google Earth
- Trepp
- Zillow
- CoStar
- Kansas City Business Journal
- Kansas City Missouri Parcel Viewer
- Jackson County Missouri Parcel Viewer
- Kansas City Missouri Public Works
- Open Data KC

- MDOT Traffic Volume Maps
- Economic Development Corporation of Kansas City
- Clay, Platte, Wyandotte and Johnson County GIS
- Merriam Websters Dictionary
- The Appraisal of Real Estate and Dictionary of Real Estate Appraisal by the Appraisal Institute

Kenneth Jaggers has inspected the study area most recently on December 8, 2023. I have relied primarily on pictures available from Google Earth with confirmation that the dates and conditions observed in the Google Earth photos are consistent with those viewed during my inspections. All Google Earth pictures used were date stamped within the past six months.

2.1.2 Definitions

Conservation Area: Any improved area within the boundaries of a redevelopment area located within the territorial limits of a municipality in which fifty percent or more of the structures in the area have an age of thirty-five years or more. Such an area is not yet a blighted area but is detrimental to the public health, safety, morals, or welfare and may become a blighted area because of any one or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; and lack of community planning. A conservation area shall meet at least three of the factors provided in this subdivision for projects approved on or after December 23, 1997.

Age of thirty-five years or more: The requirement of a conservation area is that over fifty percent (50%) of the structures in that area have an age of thirty-five (35) years or more.

Detrimental to the public health, safety, morals, or welfare: Once the age requirement of the structures in the study area are met I consider if, in aggregate, at least three of the factors described below are present such that a finding can be made that the study area is detrimental to the public health, safety, morals, or welfare. This test is applied to the entire Project Area only upon completion of my analysis of the other Conservation Area factors.

Dilapidation: A condition of decay or partial ruin (Merriam Webster Dictionary). This factor is a commentary on the condition of the building and site improvements in the study area, not age.

Obsolescence: One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or other external factors that make a study area less desirable and valuable for a continued use; may be either functional or external. (Dictionary of Real Estate Appraisal).

> **Functional Obsolescence:** An element of accrued depreciation resulting from deficiencies or superadequacies in the structure. (Dictionary of Real Estate Appraisal).
>
> **External (Economic) Obsolescence:** An element of accrued depreciation; a defect, usually incurable, caused by negative influences outside a site and generally incurable on the part of an owner, landlord, or tenant. (Dictionary of Real Estate Appraisal)

Deterioration: The act or process of becoming worse. The action or process of deteriorating. (Merriam Webster). Impairment of condition; a cause of depreciation that reflects the loss in condition due to wear and tear, disintegration, use in service, and the action of the elements. (The Dictionary of Real Estate Appraisal). This factor and depreciation are tied to the age of site and building improvements and is a recognizable condition but less severe than dilapidation.

Illegal use of individual structures: There is no formal definition of this factor. I interpret it to address those buildings or improvements within the study area that are used for illegal purpose or those that are an illegal, criminal, or non-conforming use according to the relevant zoning ordinance. I do not have the detail necessary to report on illegal use of individual structures.

Structures below minimum code standards: I do not have the detail necessary to report on illegal use of individual structures.

Abandonment: It is the surrender, relinquishment, disclaimer, or cession of property or rights. Voluntary relinquishment of all right, title, claim, and possession, with the intention of not reclaiming it. (thefreedictionary.com) It does not appear that this is a significant factor for the Project Area.

Excessive vacancies: There is no specific definition to apply for this factor. Excessive vacancy, as a conservation area factor, is a less severe measure than is and is not present to a significant degree within the Project Area.

Overcrowding of structures and community facilities: There is no specific definition to apply for this factor. Any commentary as to overcrowding as a conservation area factor is based on lot width and the proximity of neighboring structures and considers setbacks and separation distance.

Lack of ventilation, light, or sanitary facilities: There is no specific definition or criteria to apply to the study area to address this factor. I cannot specifically report on this without access to individual structures.

Inadequate utilities: There is no specific definition or criteria to apply to the study are to address this factor. I have verified the location and level of utility service in the study areas and I do not report on this factor.

Excessive land coverage: There is no specific definition or criteria to apply to the study are to address this factor. The density of development within the individual study areas is evaluated and reported as warranted.

Deleterious land use or layout: Harmful often in a subtle or unexpected way. (Merriam Webster) This factor is examined using the Open KC Data provided by the City of Kansas City Missouri. While there are instances of land use or layout that may meet the definition of deleterious, these conditions or instances are often better identified as one of the other conservation area factors. As such I do not report specifically on this factor.

Depreciation of physical maintenance: A loss in condition from any cause. In regard to improvements, depreciation encompasses both deterioration and obsolescence. (Dictionary of Real Estate Appraisal) This factor and deterioration is tied to the age of site and building improvements and is a recognizable condition but less severe than dilapidation..

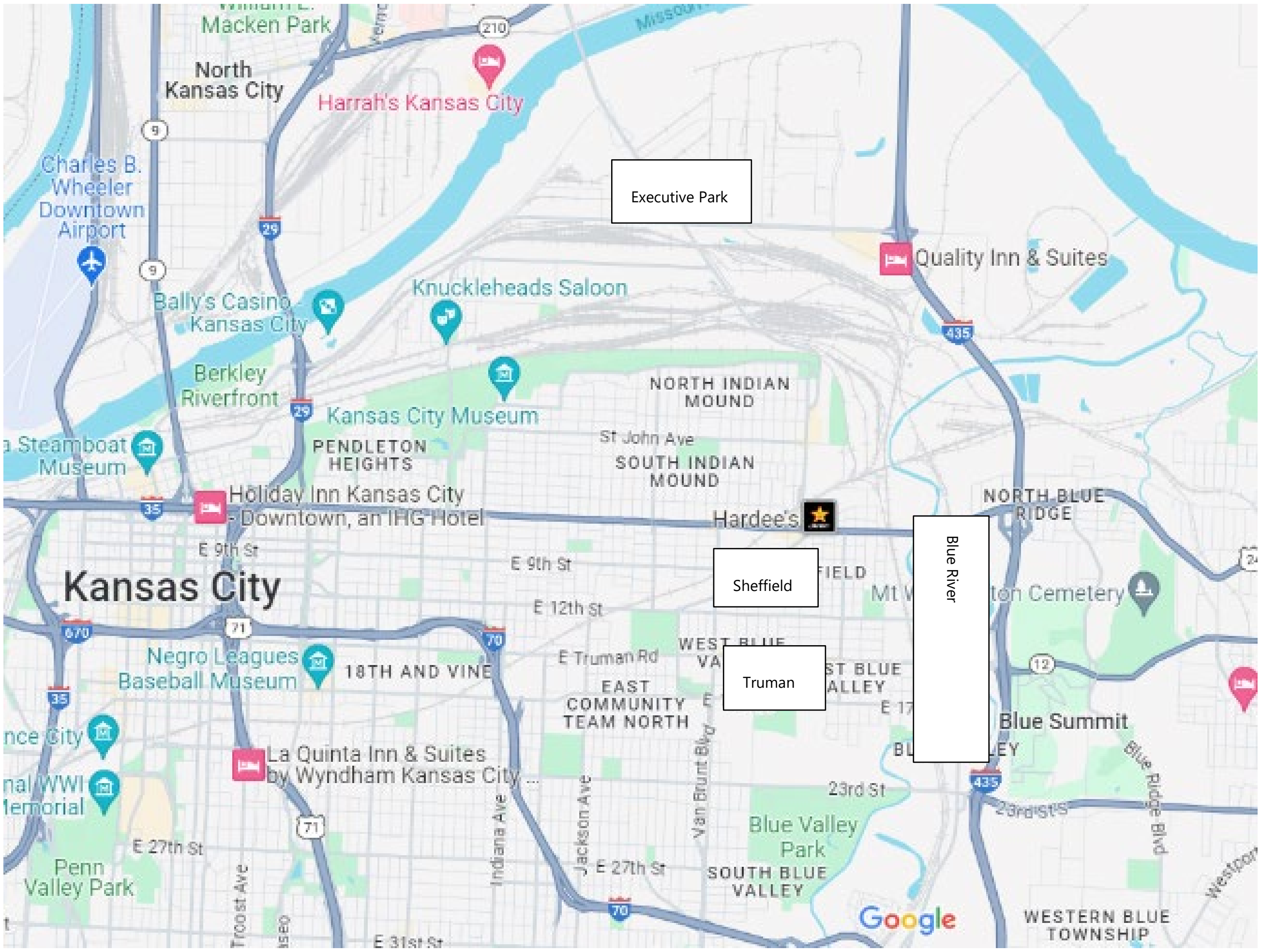
Lack of community planning: There is no specific definition or criteria to apply to the study area to address this factor. This factor is addressed by study area and for the entire Project Area.

Preponderance: A superiority in weight, power, importance, or strength. A superiority or excess in number or quantity. (Merriam Webster) I evaluate my findings of the factors above and individually report if those factors occur or do not occur in the study area. If they do occur, do they rise to the level of preponderance. I liken preponderance to majority.

3.0 ECONOMIC ANALYSIS

3.1 Kansas City Area Overview

The subject is located in the Kansas City MSA, as defined by the U.S. Office of Management and Budget. The MSA is 7,256 square miles in size with a population density of 309 people per square mile.



3.2 Population

The Kansas City MSA has an estimated 2021 population of 2,238,618. The Kansas City MSA added an average of 15,528 residents per year over the 2010 - 2021 period.

Category	2 Mile	3 Mile	4 Mile	Jackson County	Kansas City MSA	Missouri	United States
Trade Area							
Area (sq miles)	13	28	50	604	7,256	68,752	3,533,719
Density (pop/sq mile)	2,759	2,223	2,078	1,201	309	90	96
Population							
Population 2010 (census)	34,221	62,013	98,952	674,139	2,009,342	5,988,927	308,745,538
Population 2020 (census)	34,992	62,820	103,016	717,204	2,192,035	6,154,913	331,449,281
Population 2023 (current)	34,652	62,844	104,432	726,225	2,238,618	6,208,310	337,470,185
Population 2028 (5 yr proj)	33,942	62,191	104,866	728,581	2,273,691	6,239,262	342,640,129
% Change 2020-Current	-0.3%	0.0%	0.5%	0.4%	0.7%	0.3%	0.6%
% Change 5 Yr Forecast	-0.4%	-0.2%	0.1%	0.1%	0.3%	0.1%	0.3%
% Change 2010-2020	0.2%	0.1%	0.4%	0.6%	0.9%	0.3%	0.7%

Source: Esri 2023

3.3 Employment Trends

The percentage of college graduates within the Kansas City MSA exceeds the national average.

Category	2 Mile	3 Mile	4 Mile	Jackson County	Kansas City MSA	Missouri	United States
2023 Total (NAICS11-99) Employees	12,890	31,380	103,535	440,726	1,165,374	3,155,295	153,323,159
2023 Total (NAICS11-99) Businesses	793	1,656	3,629	24,787	76,834	213,371	12,297,209
2023 Unemployment Rate	5.0%	5.4%	5.0%	3.1%	3.3%	3.0%	4.3%
% College Graduate	9.7%	11.9%	16.6%	34.5%	40.1%	32.6%	36.1%
Avg Work Travel Time	0	0	0	24	24	24	27

Source: Esri 2023

3.4 Median Household Income

The Kansas City MSA has a similar average household income than the National average.

Category	2 Mile	3 Mile	4 Mile	Jackson County	Kansas City MSA	Missouri	United States
Household Income							
Median HH Income	$37,824	$38,526	$41,623	$64,919	$76,890	$63,390	$72,603
Average HH Income	$50,241	$52,498	$58,498	$92,658	$106,269	$92,777	$107,008
Per Capita Income							
Population Distribution by Income							
-$15,000	2,434	4,661	7,540	27,432	65,798	243,099	12,298,792
$15,000 - $24,999	1,296	2,692	4,594	21,924	51,095	197,419	9,182,566
$25,000 - $34,000	1,497	2,717	5,003	26,098	62,658	216,554	9,577,830
$35,000 - $49,999	1,973	3,842	6,082	38,089	100,393	315,323	14,019,287
$50,000 - $74,999	2,149	4,022	7,271	55,995	153,445	454,572	21,371,036
$75,000 - $99,999	1,029	2,297	4,585	40,908	126,600	339,081	16,639,881
$100,000 - $149,999	789	1,557	3,676	48,860	163,859	388,192	21,948,226
$150,000 - $199,999	215	498	1,322	24,731	86,287	184,451	11,109,323
$200,000+	63	209	566	19,565	81,915	176,198	13,766,961

Source: Esri 2023

3.5 Economic Analysis Conclusion

The Study Area is located in the Kansas City MSA which exceeds the State of Missouri in terms expected population growth and is also expected to continue lead the state in median household income. These facts positively impact the growth of demand for real estate. The Kansas City MSA has also performed well over the last decade in terms of creating new jobs. Given these economic signals, I project growth in the Kansas City MSA will be remain strong and positive, resulting in a continued modest demand for real estate.

3.6 Neighborhood Descriptions

The Project Area is described below.

Area Description & Boundaries

Neighborhood:	Historic Northeast
Location:	Urban
Neighborhood Boundaries	
North:	Missouri River
South:	I-70
East:	I-435
West:	I-29/US Highway 71

The neighborhood boundaries extend from Missouri River to I-70 from north to south and from I-435 to I-29/US Highway 71 from east to west.

Area & Property Use Characteristics

									Up	Stbl	Dn
Location			x	Urban		Suburba		Population Trend			x
Built Up	x	y Developed		Over 75%		25% to 75		Employment Trend		x	
Development Pace				Rapid		Steady	x	Personal Income Level		x	
Property Values				Increasin	x	Stable		Retail Sales			x
Demand/Supply				Shortage		In Balanc	x	New Construction			x
Vacancy Trend			x	Increasing		Stable		Vacancy Trend	x		
Change in Economic Base				Likely	x	Unlikely		Rental Demand			x
Typical Exposure Time		12		Months	X						

Development	Parts of the Project area are located within specifically identified opportunity/enterprise zones.

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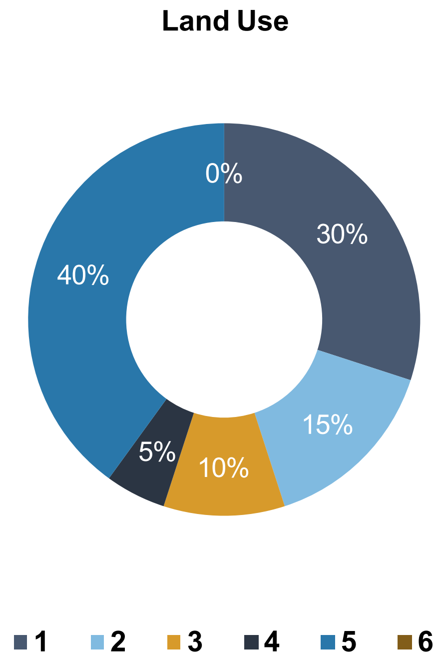
Land Use Trends

Present Land Use		Subject Land Use
Single-Family	30%	Mixed Uses
Retail	15%	
Multifamily	10%	
Office	5%	
Industrial	40%	
Vacant	0%	
	100%	

	Vacancy	Supply/Demand Under	In Bal.	Over
Single-Family	10%		x	
Retail	10%		x	
Multifamily	15%		x	
Office	20%		x	
Industrial	10%		x	



Change in Land Use Not Likely

The Project Area has not experienced significant change in land use over as is evident by the nominal new construction and that 88% of the improvements are 35 years or more years old.

Access, Linkages and Transit

Primary Access to Area	I-435
Public Transportation Provider	KCATA
Main Source of Transportation	Automobile

Description	Distance from Subject
Nearest On-Ramp	I-435 is the east boundary of the neighborhood and there are four interchanges serving the Project Area.
Nearest Bus Stop	There are bus stops throughout the Executive Park, Truman and Sheffiled Study Areass. Blue River is the least served.
Nearest Subway Station	The Streetcar is four miles to the west.
Nearest Train Station	Union Station is five miles southwest.
Nearest Airport	Charles B. Wheeler is four and one-half miles northwest.

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Amenities

Category	Description
Grocery	There are several convenience stores and grocery stores in the Sheffield and Truman Study Areas. There are none in Blue River or Executive Hills.
Shopping Center	Project Area.
Fire Station	There are Fire Stations within each Study Area.
Police Station	The Police Station is oen and one-half miles to the west.
Hospital	The nearest Hospitals are Truman Medical and Children's Mercy which are four miles southwest.
Airport	Kansas City Internation Airport is 16 miles northeast.

Median Home Value and Household Income Summary

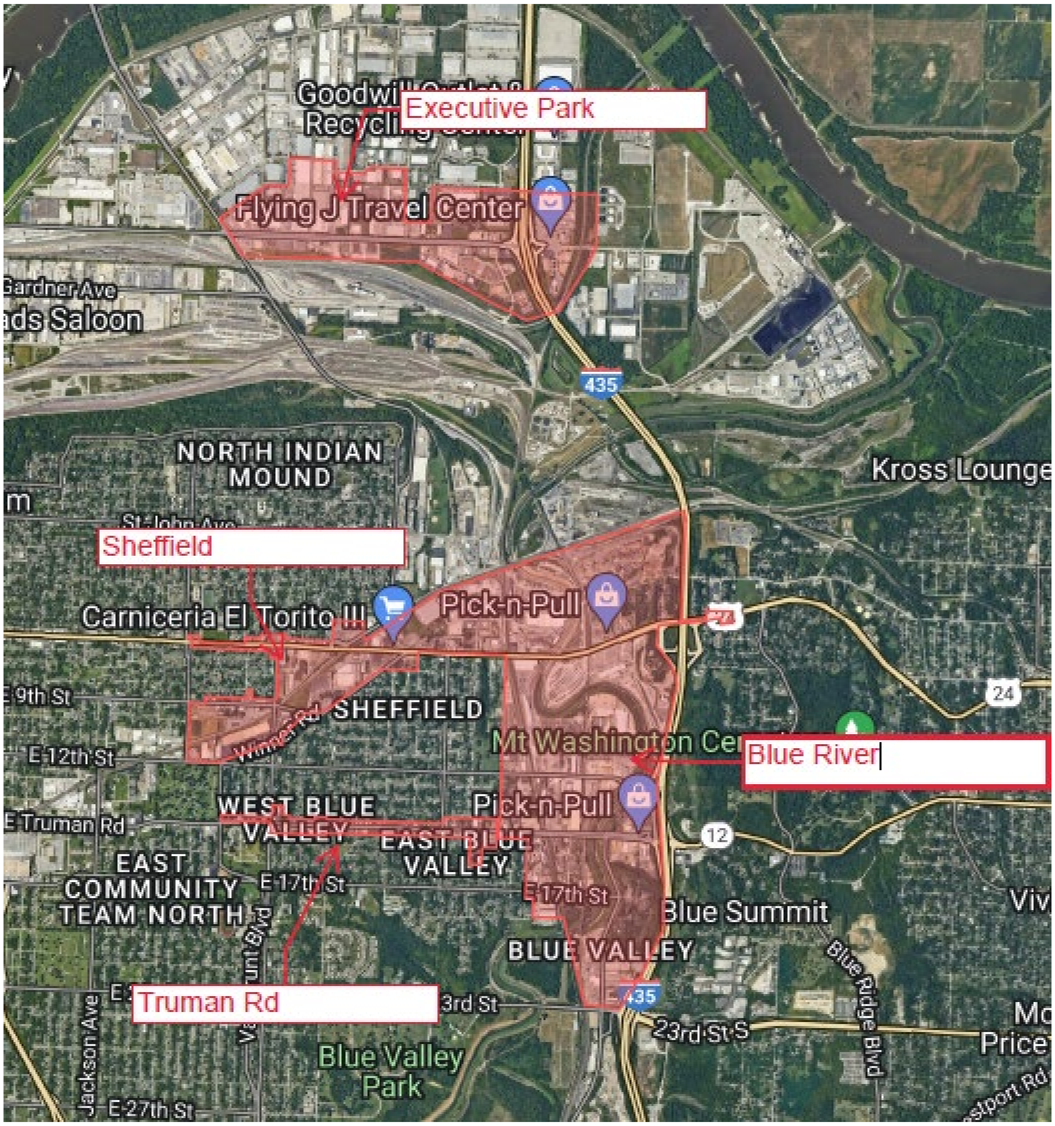
Median Home Value	$80,846	
Median Household Income	$38,526	
Median Home Value - EASI Demographics (5 mi.)		$93,633
Median Houeshold Income - EASI Demographics (5 mi.)		$41,623
Source: ESRI		

Major Employers Nearby

1.	Federal Government
2.	Ford
3.	SS&C Technologies
4.	FedEX
5.	Children's Mercy

Source: KCADC

4.0 PROJECT AREA BOUNDARIES



Land Summary

Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)
811 separate tax parcels in four study areas comprising the Historic Northeast Lofts Project Area	1,074	46,783,440

These land areas reportes are not the entire acreage within the boundaries provided. The land areas are the total of the land area reported by Heartland MLS for the 811 separate tax parcels.

Source for Land Area:	Kansas City Missouri Parcel Viewer and Heartland MLS

4.1 Aerial Maps

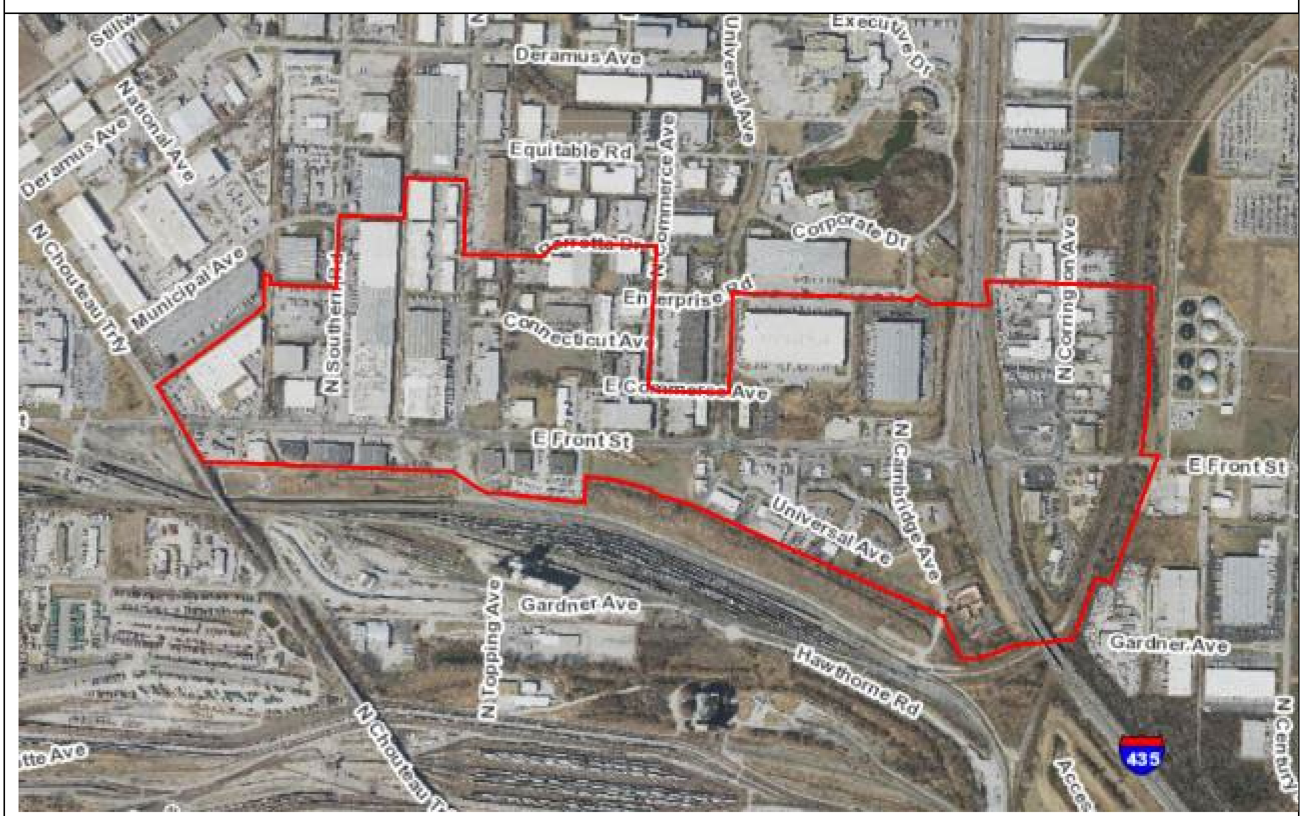
Truman West

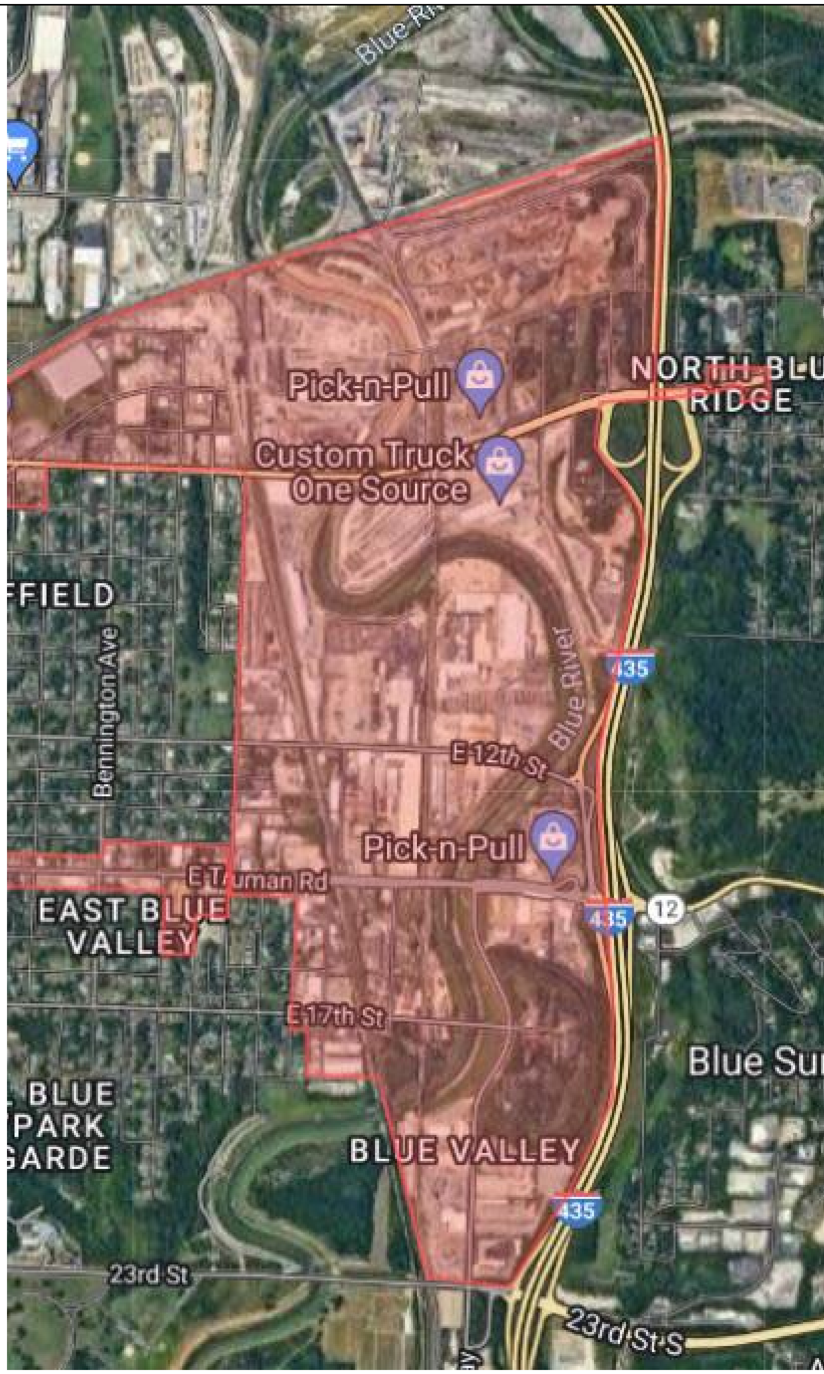
Truman East

PARTNER Valuation Advisors

Sheffield

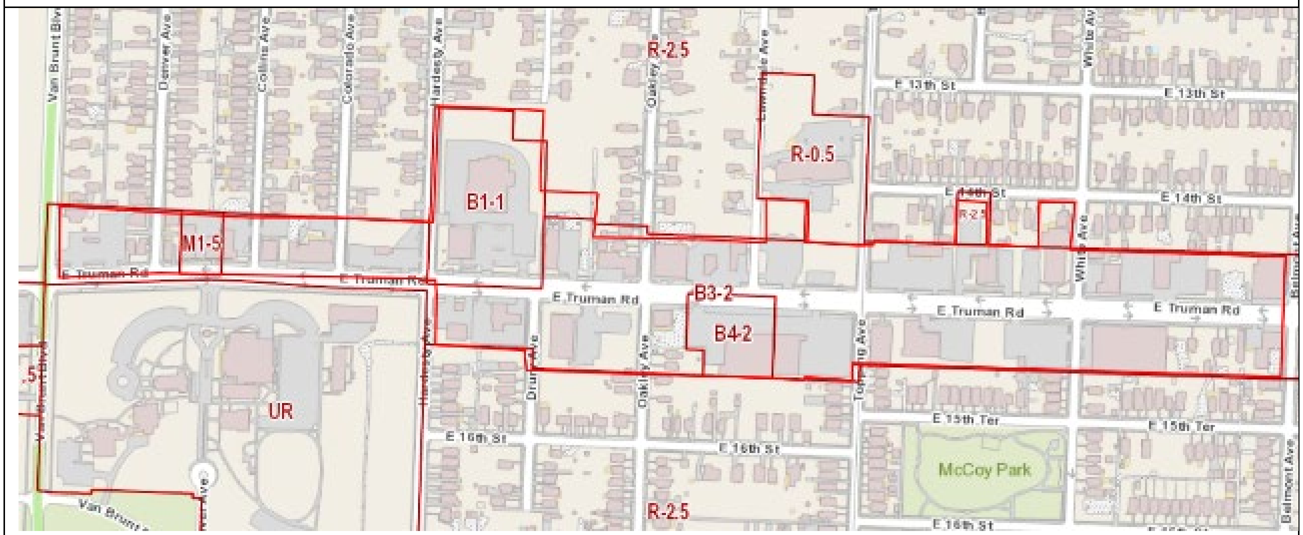
Executive Park



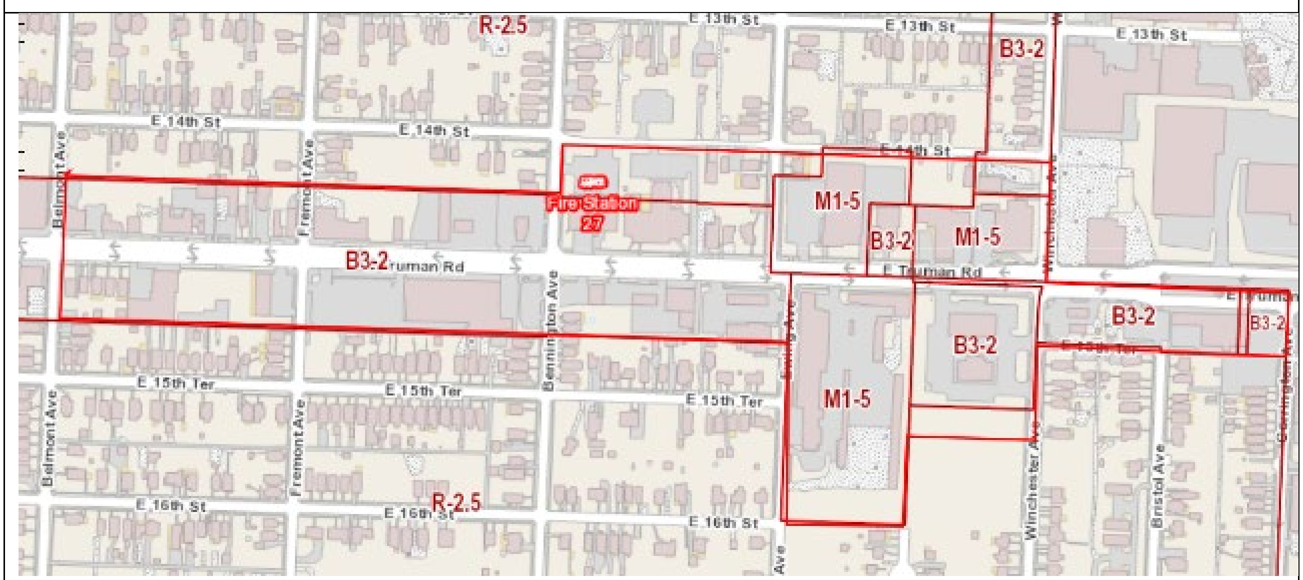
Blue River
Blue Ri
Pick-n-Pull
Custom Truck One Source
NORTH BLU RIDGE
FFIELD
Bennington Ave
435
Blue River
E 12th St
Pick-n-Pull
E Truman Rd
EAST BLUE VALLEY
435
12
E 17th St
Blue Sur
BLUE PARK GARDE
BLUE VALLEY
435
23rd St
23rd St S

4.2 Zoning Maps

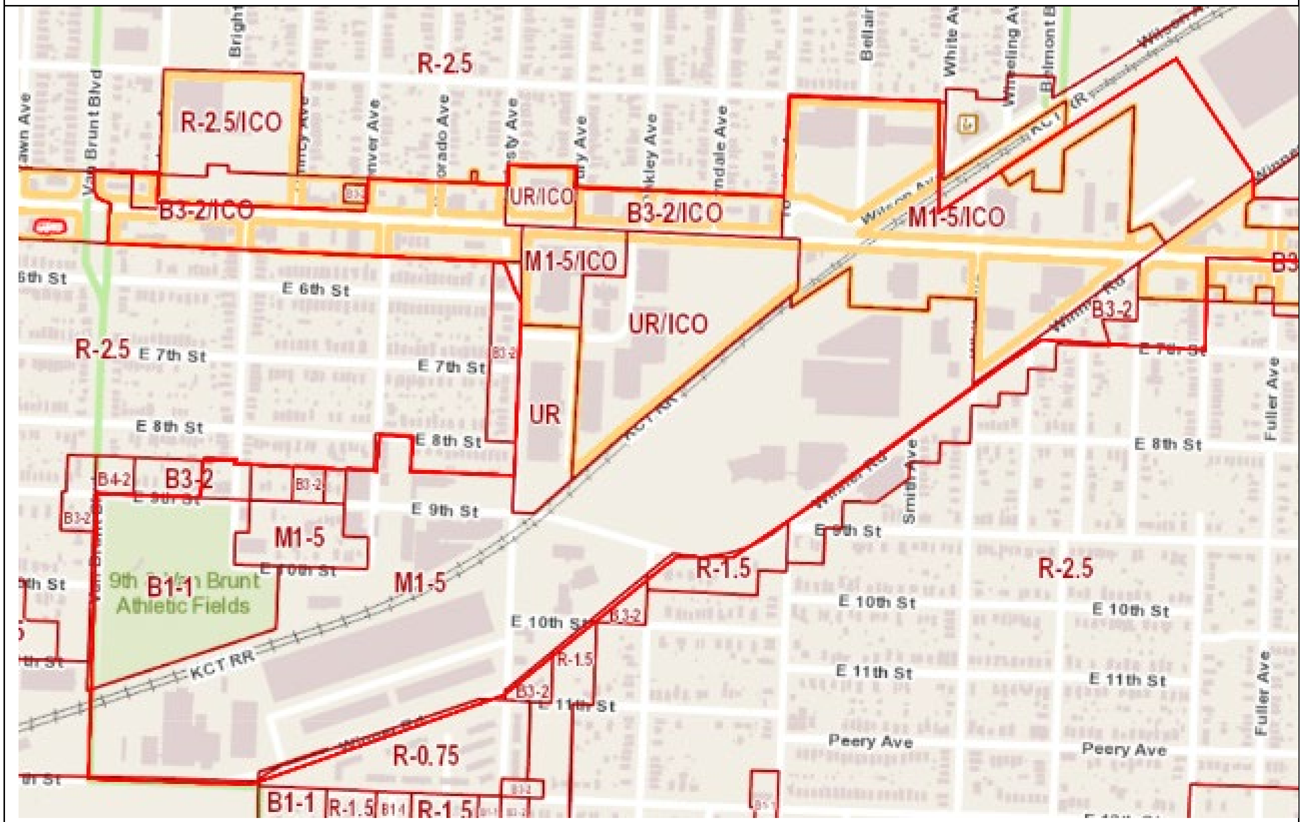
Truman West



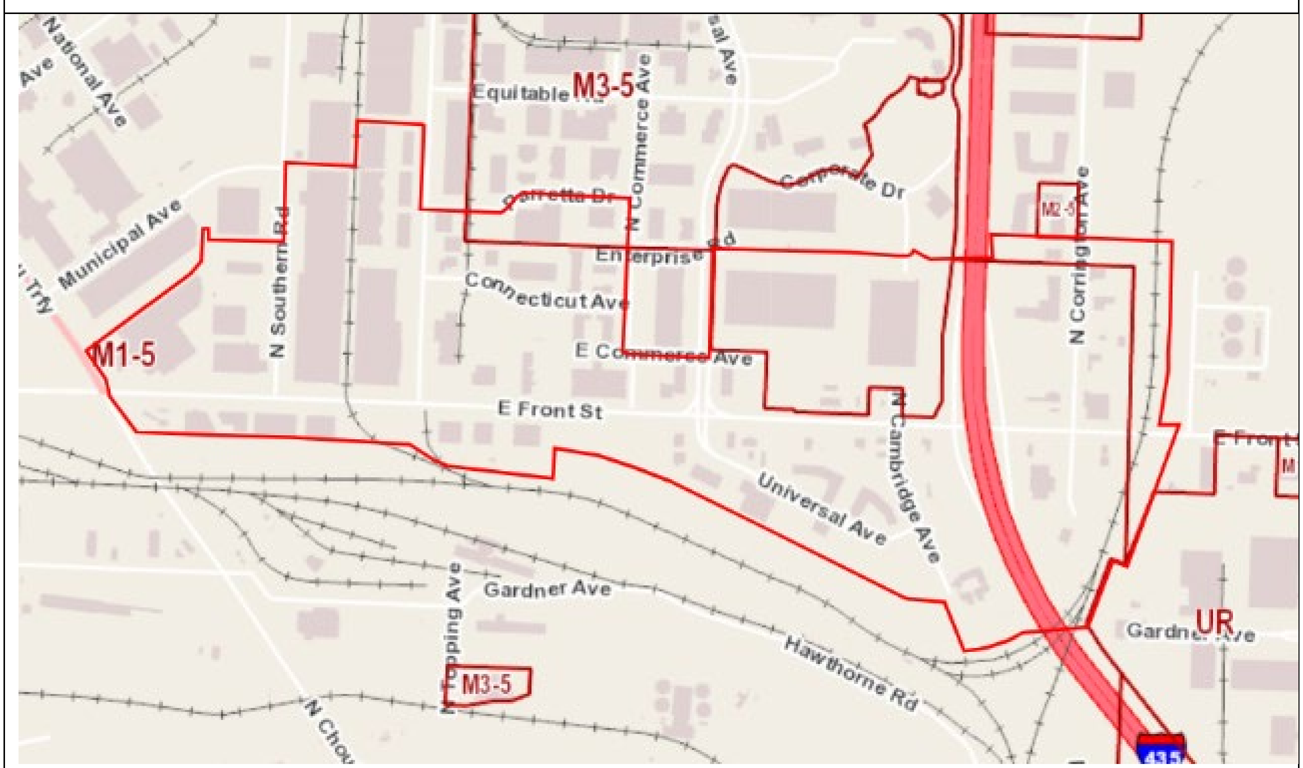
Truman East



Sheffield



Executive Park



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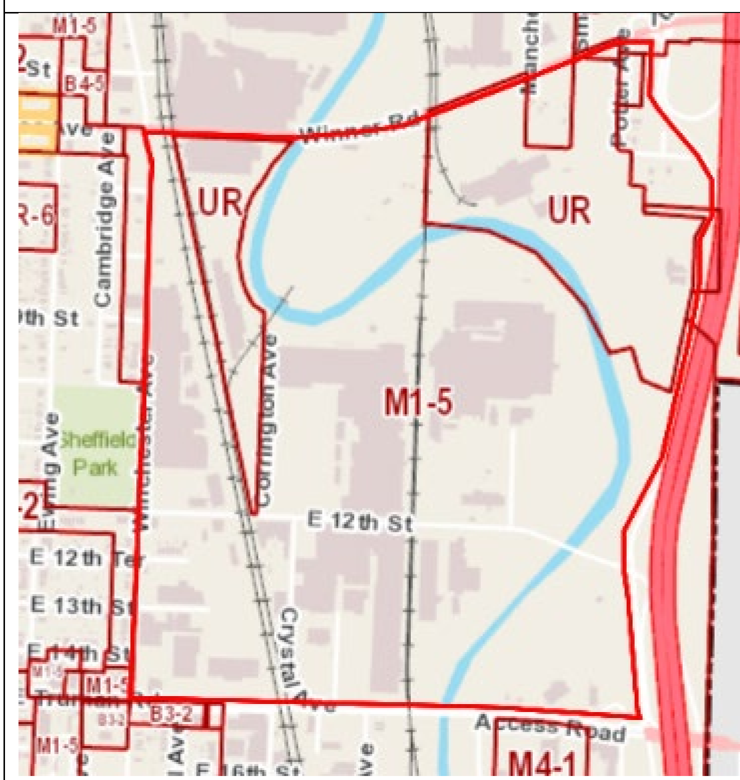
Blue River North

Blue River Central



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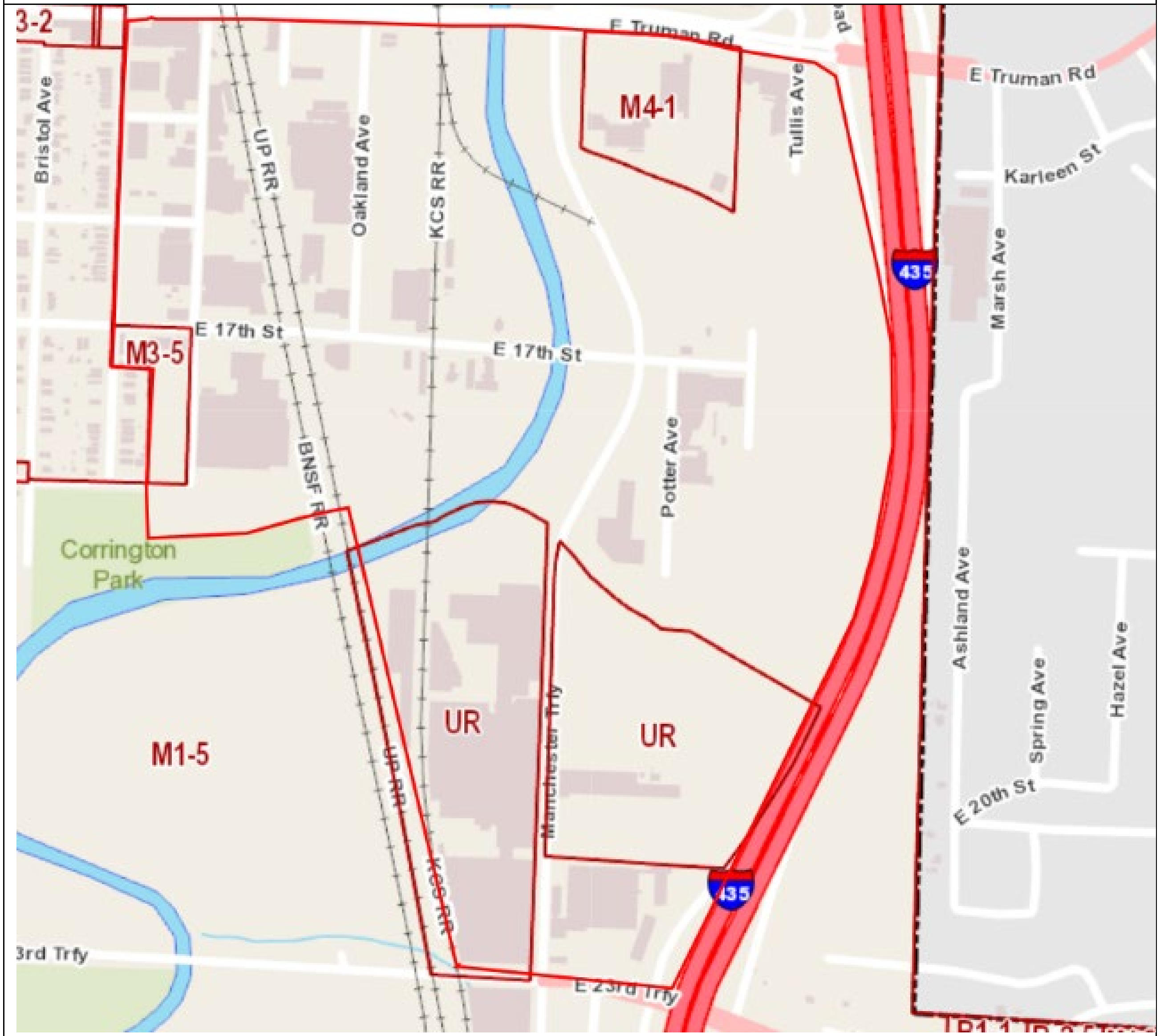
Blue River South



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4.3 Flood Plain

The Truman, Sheffield, and Executive Park study areas are not materially impacted by flood plain. Only the Blue River study area is significantly impacted. The yellow and blue shaded areas shown are in the AE 100-year flood zone and mortgagees are almost certain to require flood insurance. The pink areas are Zone X and most likely will not require flood insurance.

4.4 Environmental Hazards

Any in depth study of environmental conditions at specific properties or within each study area is beyond the scope of this analysis. Certainly, given the existing and previous uses within the Blue River study area there is a reasonable expectation that Phase II testing may uncover environmental hazard presently unconsidered. Educated buyers and tenants may not consider acquiring or occupying a property without the findings of at least a Phase I environmental. Prudent buyers and lenders will require thorough Phase II level examination.

5.0 ZONING & OTHER RESTRICTIONS ANALYSIS

The zoning districts impacting the study areas are presented below. I consider the legally permissible uses and the actual uses of parcels in each study area in a comparison to market norms and specific physical and economic factors which impact the economic and functional utility of the properties.

Residential	Kansas City's residential (R) zoning districts are primarily intended to create, maintain, and promote a variety of housing opportunities for individual households and to maintain the desired physical character of existing and developing neighborhoods. While the districts primarily accommodate residential use, some nonresidential uses are also allowed. The R district standards provide development flexibility, while at the same time helping to ensure that new development is compatible with the city's many neighborhoods. In addition, the regulations offer certainty for property owners, developers, and neighbors about the limits of what is allowed.				
	Use Category	R-2.5	R-1.5		
	Primary permitted Uses	These uses permit household living in detached and zero lot line houses, townhouses and open space. R1.5 permits multi-unit buildings.			
	Min Lot Area (sf)	4,000	3,000		
	Min Lot per Unit (sf)	2,500	1,500		
	Min Lot Width	40′	30′		
	Min Front Setback % Width	25%	15%		
	Min rear setback	25′	25′		
	Min Side Yard	10% width	10% width		
	Parking	One per unit	One per unit		

Industrial	Description	Kansas City's manufacturing (M) zoning districts are primarily intended to accommodate manufacturing, warehousing, wholesale, and industrial uses. The regulations are intended to promote the economic viability of manufacturing and industrial uses; encourage employment growth; and limit the encroachment of unplanned residential and other non-industrial development into industrial areas.			
	Use Category	M1	M2	M3	M4
	Primary permitted Uses	Wholesaling and freight movement, limited recycling, manufacturing, outside storage, outside retail sales, research, some multifamily, office and parking.			
	Min Lot Area	None	None	None	None
	Max FAR	1.4	2.2	3.0	4.0
	Min Front Setback	None	None	None	None
	Min Side Setback	None	None	None	None
	Max Height	40′	50′	60′	70′
	Parking	General one per four employees. Flex may need 4 per 1,000 SF.			

Commercial	Description	Neighborhood Business (1 and 2), Community Business (3) and Heavy Business Commercial (4) are primarily intended to accommodate retail, service, business, and commercial uses and to ensure that B-zoned areas are compatible with their surroundings in terms of physical character and operating characteristics.			
	Use Category	B1-1	B3-2	B4-2	B4-5
	Primary permitted Uses	Public uses, single family residential, retail, drive-through, eating and drinking, entertainment, office, parking, retail sales, and gasoline and fuel sales.			
	Min Lot Area (sf)	None	None	None	None
	Max FAR	1.4	2.2	4.0	6.0
	Min Front Setback	None	None	None	None
	Min Rear Setback Not Abutting R	None	None	None	None
	Min Rear Setback	25% of lot depth or a maximum of 30’.			
	Side Setback	None			
	Max Height	40’	50’	70’	None
	Parking	General retail 2.5 per 1,000 SF though most retailers prefer >4.0 per 1,000 SF.			

5.1 Encumbrance/Easements/Restrictions

Title and survey are beyond the scope of this assignment. I do not have surveys or title reports on individual properties within the study areas. Where appropriate I address visible encumbrances and easements for comparison to more ideal or modern properties and districts.

6.0 PROJECT AREA SUMMARY

6.1.1 Truman Road

The Truman Road study area includes properties on the north and south sides of Truman Road, from Van Brunt east to Corrington and includes mostly retail and automotive related properties. The Blue River study area is immediately east of Truman Road.

6.1.2 Sheffield

The Sheffield study area includes properties fronting on Both Independence Avenue and Winner Road from east to approximately Fully. It includes properties on the north and south sides of both streets and is predominantly retail but does include some industrial and institutional use. It is adjacent to and immediately west of the Blue River study area.

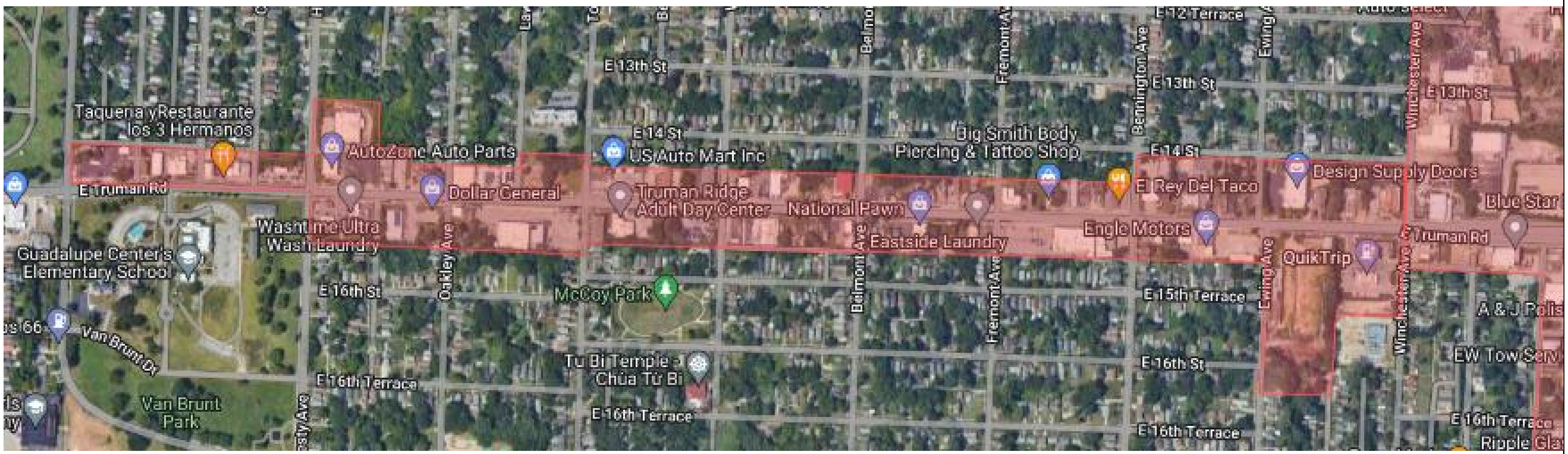
6.1.3 Executive Park

Executive Park is a typical older industrial park and is well known and well represented by major leasing and property management companies. It includes properties on the north and south sides of Front Street from Chouteau on the west to just past I-435 on the east. It is irregular in shape, but does include one or two blocks north and south of Front. But for a few convenience stores and restaurants this study area is entirely industrial. Executive Park is not contiguous with the other study areas.

6.1.4 Blue River

The Blue River Study area includes properties on either side of the Blue River from the Kansas City Terminal Rail Yards to the north to 23rd Street on the south and from I-435 on the east to Winchester on the west. This study area is nearly entirely industrial in land use but for a few dozen small single-family residences and vacant residential lots.

7.0 STUDY AREA 1 - TRUMAN ROAD



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7.1 Age

Within the Truman study area there are 252 tax parcels of which 220 are improved according to information provided by Heartland MLS. The total land area is 58.65 acres. There are 209 parcels with improvements dated prior to 1988 indicating that 95% of the improved properties meet the requirement of a Conservation Area that 50% or more of the structures in the area have an age of 35 years or more.

7.2 Dilapidation

Dilapidation: A condition of decay or partial ruin (Merriam Webster Dictionary). This factor is a commentary on the condition of the building and site improvements in the study area, not age.

5629 Truman Rd. The condition of the site improvements and the building in the rear demonstrate dilapidation which is apparent to nearby residents, business owners or passers -by.

6000 Truman Rd was once a grocery store but is not presently in use. Building quality and conditions demonstrate dilapidation.

6043 Truman Rd. This building is referred to as the Aladdin Theater. This east elevation and the south/front elevation both demonstrate dilapidation.

6801 Truman Rd sits well back from the street but absent any site improvements or screening is fully visible to all passers-by.

	6298 E 14th St is at the north boundary of the study area and demonstrates dilapidation of the building and site

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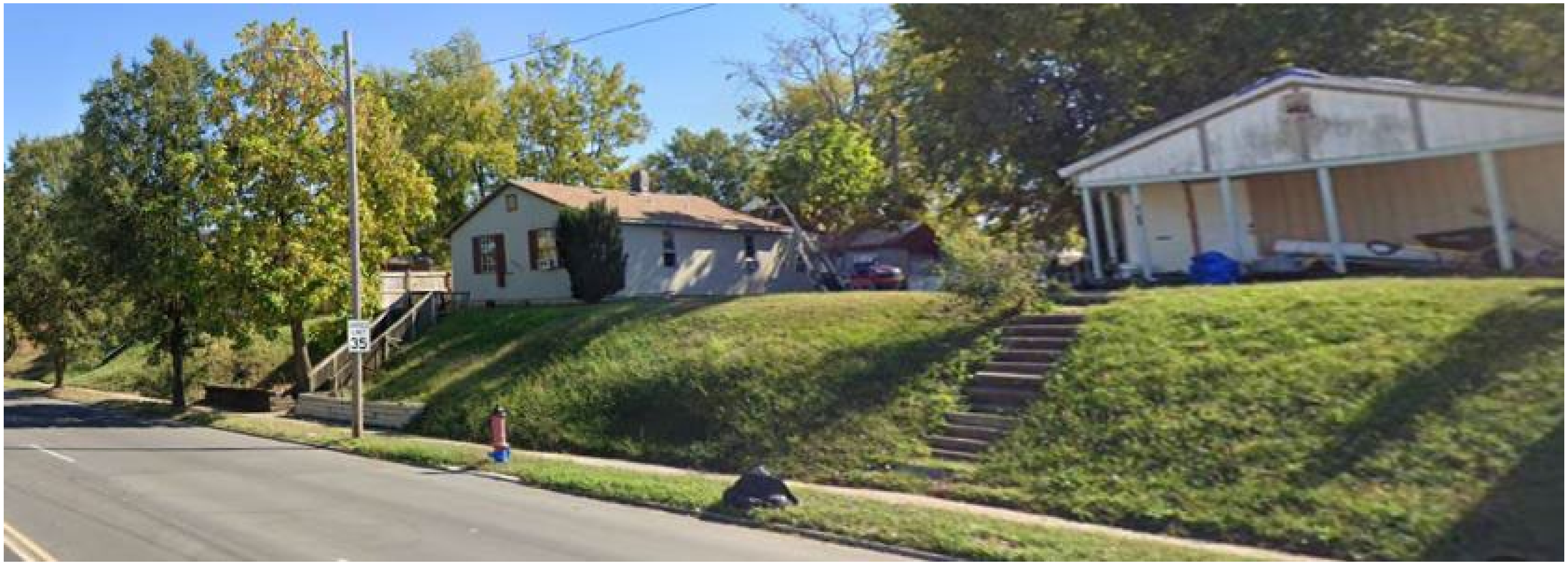
7.3 Obsolescence

Obsolescence: One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or other external factors that make a study area less desirable and valuable for a continued use; may be either functional or external. (Dictionary of Real Estate Appraisal).

> **Functional Obsolescence:** An element of accrued depreciation resulting from deficiencies or superadequacies in the structure. (Dictionary of Real Estate Appraisal).
>
> **External (Economic) Obsolescence:** An element of accrued depreciation; a defect, usually incurable, caused by negative influences outside a site and generally incurable on the part of an owner, landlord, or tenant. (Dictionary of Real Estate Appraisal)

	Parking is critical for the local businesses along Truman Road. The parking provided by the used car dealerships and automotive repair businesses do nothing to accommodate patrons to the existing retail business in the area. In fact, the parking available to the restaurants and small grocers is very limited. There are 51 retail properties from this study area listed with CoStar excluding automotive related uses. Those properties total 246,492 square feet and have 688 parking spaces for a parking ratio of 2.8 per 1,000 SF. This is well shy of parking desired for retail of 4.0 per 1,000 SF. 5518 Truman Road is typical of properties throughout the study area.

Between White and Fremont, mostly on the south side of Truman the commercial uses are interrupted by residential uses. Furthermore, there is no consistent manner in which residents park. Several of the homes do not have driveways and parking along Truman Road can be difficult. This condition impacts the utility and sales price of both land uses.



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7.4 Deterioration/Depreciation of Physical Maintenance

Deterioration: The act or process of becoming worse. The action or process of deteriorating. (Merriam Webster). Impairment of condition; a cause of depreciation that reflects the loss in condition due to wear and tear, disintegration, use in service, and the action of the elements. (The Dictionary of Real Estate Appraisal).

Depreciation of physical maintenance: A loss in study area condition from any cause. In regard to improvements, depreciation encompasses both deterioration and obsolescence. (Dictionary of Real Estate Appraisal).

5514 Truman Rd. By a combination of the condition of the improvements and the site, I consider this property to be deteriorated, but certainly not the degree of dilapidation.

5600 Truman Road us a property that appears to be occupied or available for occupancy though deterioration and depreciation are apparent.

7.5 Overcrowding

Overcrowding of structures and community facilities: There is no specific definition to apply for this factor. Any commentary as to overcrowding as a conservation area factor is based on lot width and the proximity of neighboring structures and considers setbacks and separation distance. Overcrowding identifies many of the same conditions and variables as excessive land coverage.

Both pictures here are from the Kansas City, Missouri Parcel Viewer. Each depicts the compactness of the many of the parcels comprising the study area. The picture above is on the north side of Truman Rd and below on the south.

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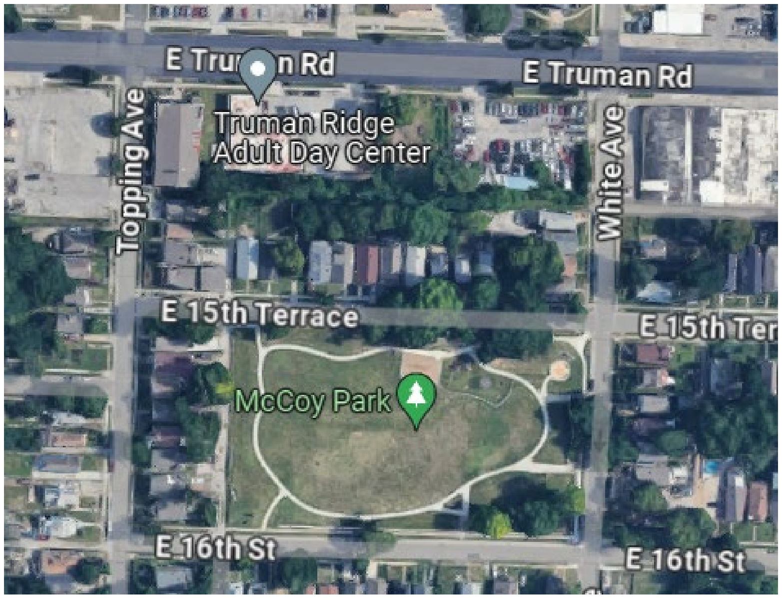
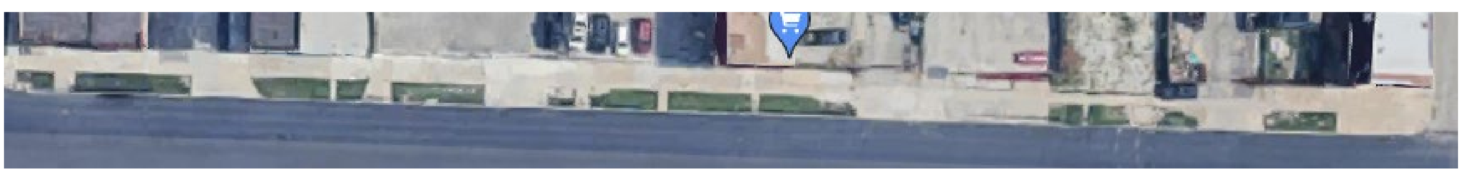
7.6 Lack of Community Planning

Lack of community planning: There is no specific definition or criteria to apply to the study area to address this factor



The Study area totals+-58 acres and is ½ to 1 block deep on either side of Truman Rd for a distance of 1.3 miles. There is no public space in this area as compared to other densely populated areas in the community. The closest is the 3.5-acre McCoy Park which is one block south of Truman Road at White Avenue. This factor is not specific to any one parcel but it is noted here as additional evidence of the lack of community planning.

Shown below is an aerial of the north side of East Truman between Belmont and Ewing which has seven separate curb cuts. Traffic on Truman Road is 13,094 cars per day and there are significant safety concerns caused by numerous curb cuts providing access to businesses which are dominated by automotive repair and used car sales. Businesses and pedestrians are less likely to locate where there is continual interruption and safety issues. This impacts the study area from Hardesty to the east.



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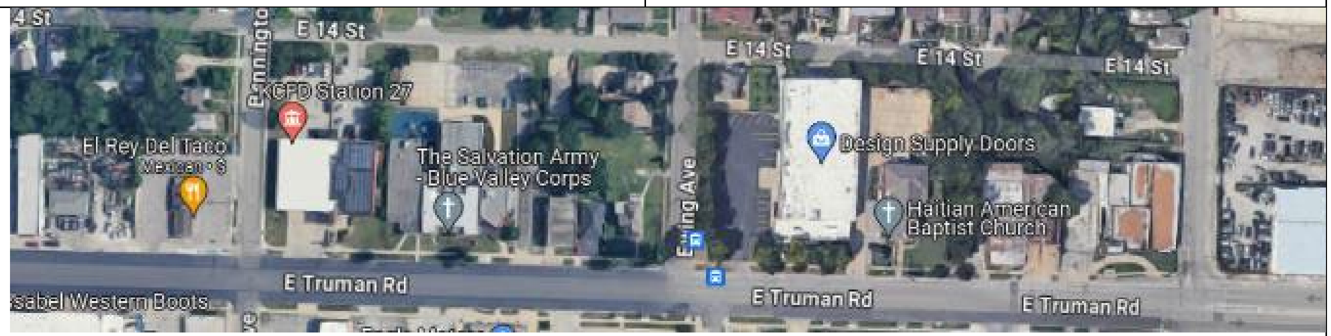
Near the intersection of Truman and Topping there are four auto repair and sales businesses which are not best suited to this neighborhood which provides retail goods and services to neighborhood restaurants. The concentration of auto service and sales properties not compatible with residential and institution direction of the neighborhood.

There are three more used car sales and auto repair facilities at the intersection of Truman Rd and Bennington and also at Winchester. These same uses on a small scall are scattered along the breadth of Truman Road and distract from a true neighborhood-oriented street retail district.



8.0 STUDY AREA 2 -SHEFFIELD

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8.1 Age

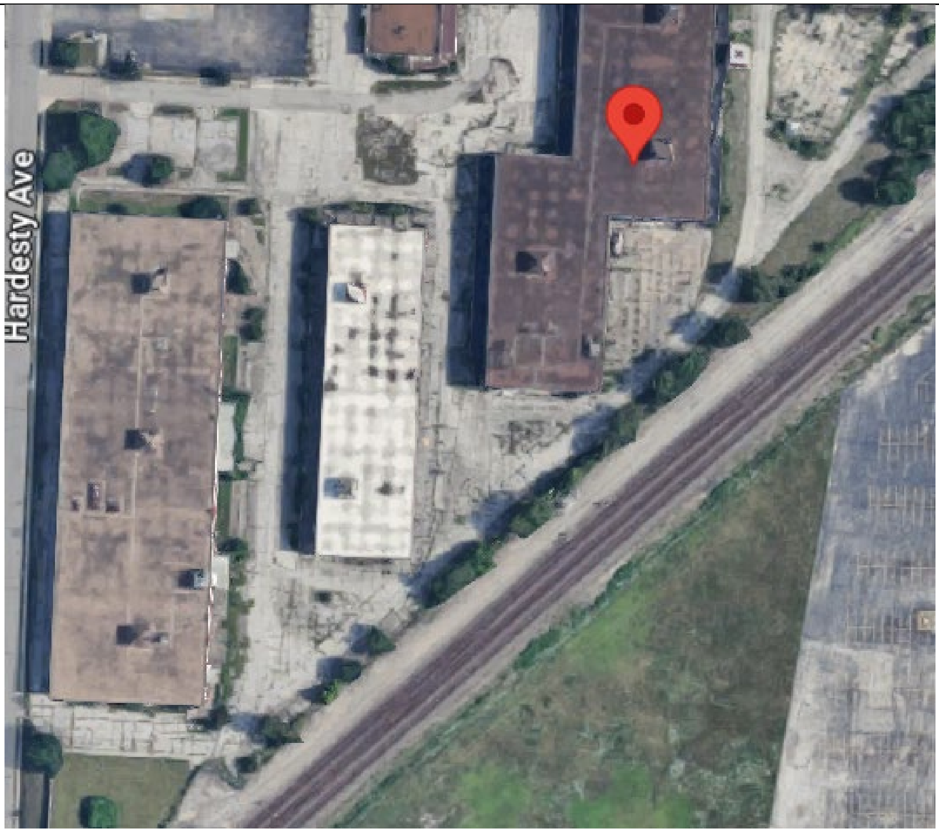
Within the Sheffield study area there are 149 tax parcels of which 125 are improved according to information provided by Heartland MLS. The total land area is 121 acres. There are 116 parcels with improvements dated prior to 1988 indicating that 93% of the improved properties meet the requirement of a Conservation Area that 50% or more of the structures in the area have an age of 35 years or more.

8.2 Dilapidation

Dilapidation: A condition of decay or partial ruin (Merriam Webster Dictionary). This factor is a commentary on the condition of the building and site improvements in the study area, not age.

The picture to the left is of 900 Brighton which is a vacant building in dire need of repair if it is to have any remaining useful life. The condition of this building goes well beyond deteriorated.

This picture is of 5212 Independence and shows the remnants of a structure which have not been cleared. This is an instance of dilapidation.



The aerial above depicts the property at 607 Hardesty. It is a 22-acre site with buildings totaling approximately 500,000 SF. The buildings were constructed in 1940 and used by the U.S. Army to receive and store protective and impermeable clothing, ink, dry cleaning supplies and petroleum products. These buildings have been in decline for many years and will certainly remain for the foreseeable future. While this is only one parcel it comprises roughly 20% of the gross building are of the Study Area.

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8.3 Obsolescence

Obsolescence: One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or other external factors that make a study area less desirable and valuable for a continued use; may be either functional or external. (Dictionary of Real Estate Appraisal).

Functional Obsolescence: An element of accrued depreciation resulting from deficiencies or superadequacies in the structure. (Dictionary of Real Estate Appraisal).

External (Economic) Obsolescence: An element of accrued depreciation; a defect, usually incurable, caused by negative influences outside a site and generally incurable on the part of an owner, landlord, or tenant. (Dictionary of Real Estate Appraisal)

607 Hardesty is a prime example of economic obsolescence. It is hard to imagine that this eighty-year-old building, given its previous use and owner, can be put to modern day use. Furthermore, there is no contemplated use that can advance until the environmental remediation is completed and the MDNR issues a "No Further Action" finding.

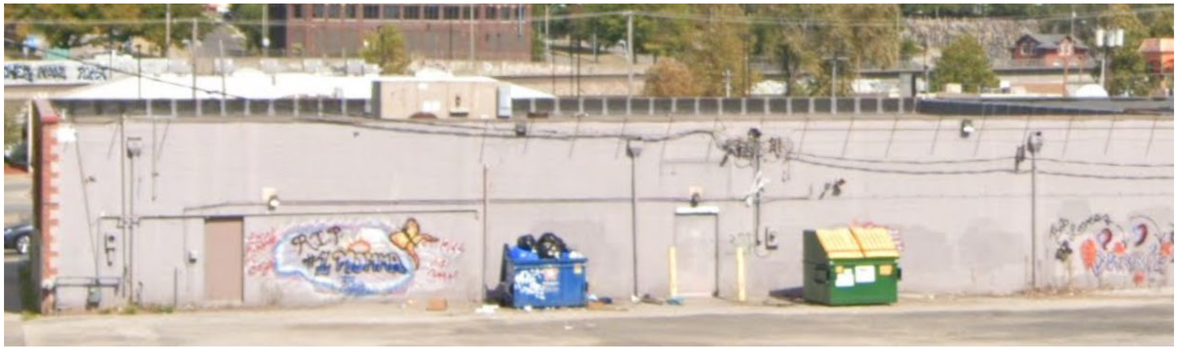
The building at 695 Hardesty was once warehouse storage. It has since been redeveloped into self-storage use. The build is exceedingly large to be devoted to self-storage so a significant portion goes unused. Additionally, the structure is a superadequacy which also contributes to obsolescence.

To the right is the Shopping Center at 6001-6201 Independence Ave. This is a hardware store and a discount clothing store. CoStar reports this property to be 34,345 SF with 1.7 parking spaces per 1,000 SF. This is much less than the expected 4 per 1,000 SF. This is an incurable obsolescence and will continue to hamper the property's marketability.

8.4 Deterioration/Depreciation of Physical Maintenance

Deterioration: The act or process of becoming worse. The action or process of deteriorating. (Merriam Webster). Impairment of condition; a cause of depreciation that reflects the loss in condition due to wear and tear, disintegration, use in service, and the action of the elements. (The Dictionary of Real Estate Appraisal).

Depreciation of physical maintenance: A loss in study area condition from any cause. In regard to improvements, depreciation encompasses both deterioration and obsolescence. (Dictionary of Real Estate Appraisal) I do not report separately on this factor as it is better represented in dilapidation or deterioration.

	The self-service carwash at 543 Van Brunt shows deterioration of the buildings soffit and the need to replace some of the bricks. Also, the site improvements are significantly deteriorated.
The rear of the retail building at 6003 Independence shows deterioration modestly in the condition of the block, the site improvements and depreciation of maintenance with the paint on the rear of the building.	

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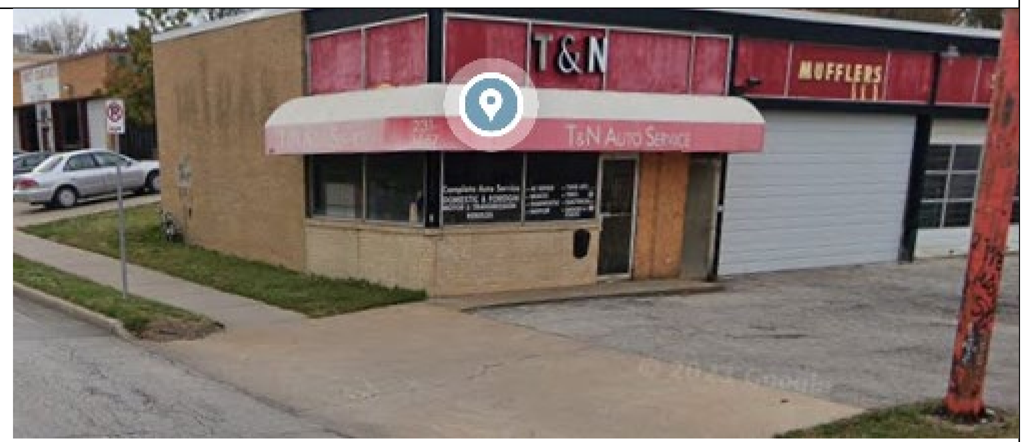
	6401 Independence is an automotive repair shop and viewed from the street demonstrates buckling of the steel exterior of the Quonset building as well as deterioration of the small building in the foreground. I include this among my buildings with deterioration and depreciation of maintenance.
5618 Independence is an automotive repair property also. Its condition exhibits the need of painting and new awnings and signage as well as depreciation of maintenance with respect to the parking and driveway.	

8.5 Overcrowding

Overcrowding of structures and community facilities: There is no specific definition to apply for this factor. Any commentary as to overcrowding as a conservation area factor is based on lot width and the proximity of neighboring structures and considers setbacks and separation distance. Overcrowding has no meaningful impact on the properties within the Sheffield study area.

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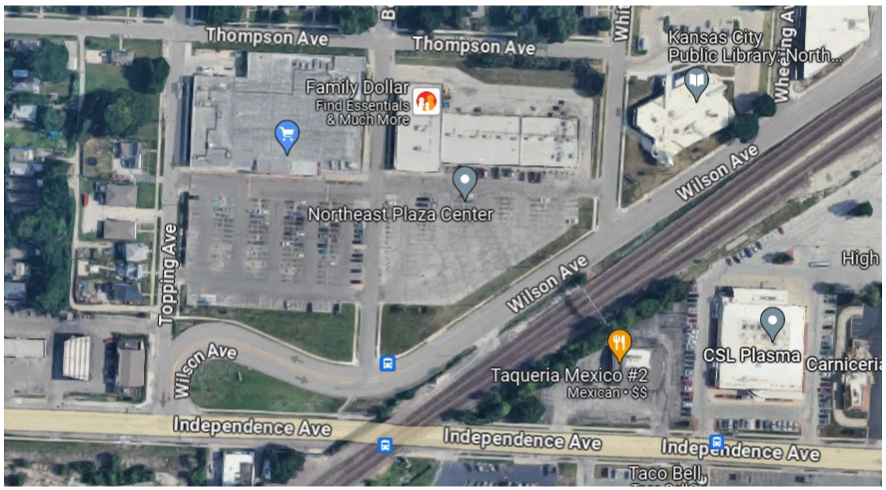
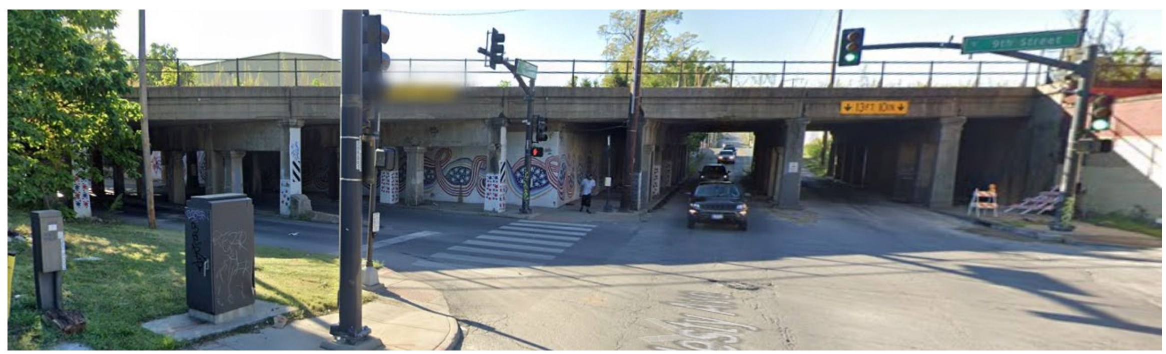
8.6 Lack of Community Planning

Lack of community planning: There is no specific definition or criteria to apply to the study area to address this factor. This factor is addressed by study area and for the entire Project Area.



The Price Chopper anchored neighborhood center at 5800 Wilson demonstrates the ineffective planning caused by the railroad right of way. This center would certainly be larger were the rail not there and also it would have been developed with two or more pad sites on Independence Avenue.

The rail crossings in the Sheffield study area are unusual. There is an underpass serving traffic from east to west at 9th Street and one north to south on Hardesty. There are two more underpass crossings in the study area. The rail negatively impacts the area's utility as a neighborhood retail center.



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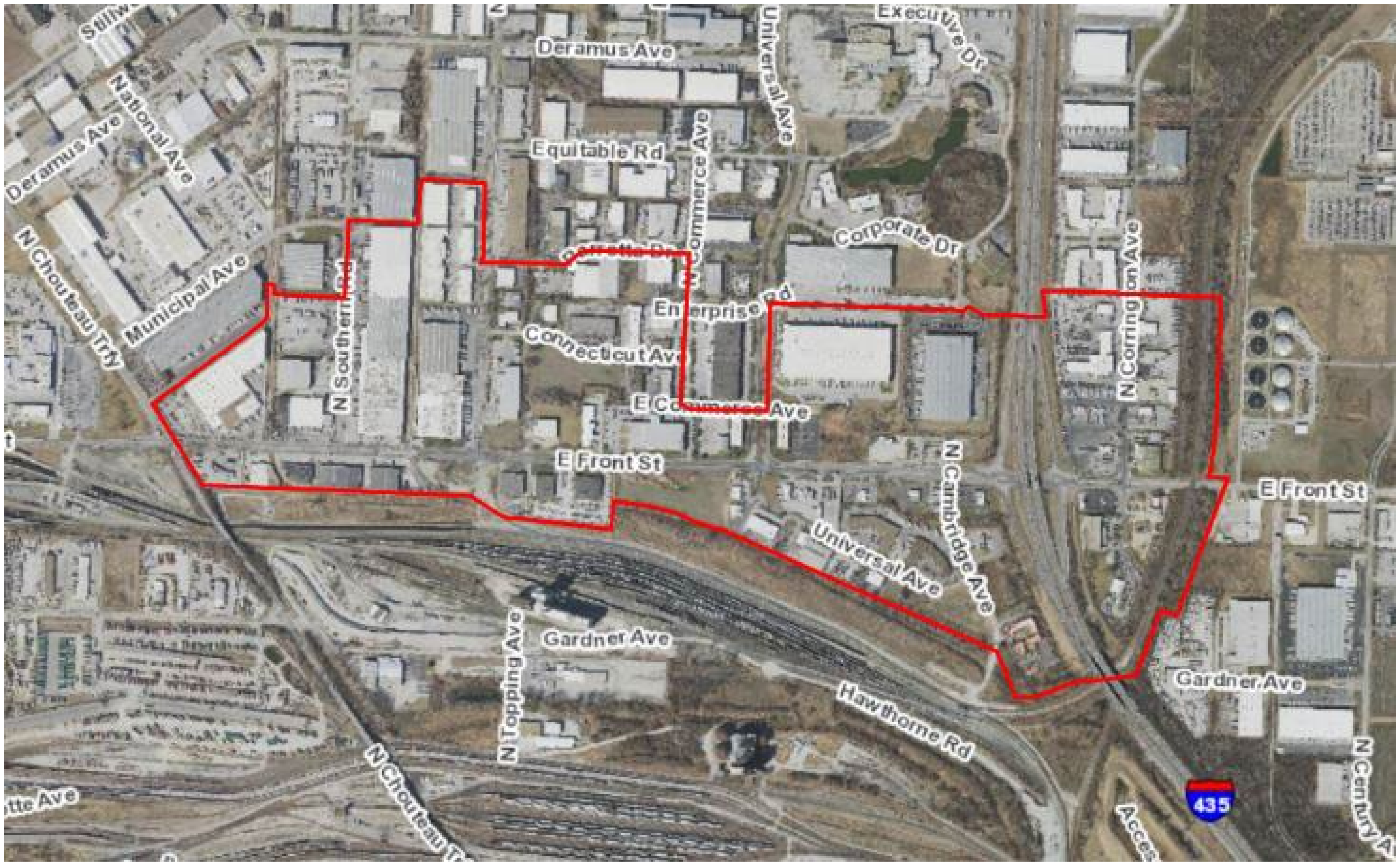
9.0 STUDY AREA 3 – EXECUTIVE PARK



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9.1 Age

Within the Executive Park study area there are 87 tax parcels of which 62 are improved according to information provided by Heartland MLS. The total land area is 315 acres. There are 62 parcels with improvements dated prior to 1988 indicating that 43% of the improved properties meet the requirement of a Conservation Area that 50% or more of the structures in the area have an age of 35 years or more.

9.2 Dilapidation

Dilapidation: A condition of decay or partial ruin (Merriam Webster Dictionary). This factor is a commentary on the condition of the building and site improvements in the study area, not age.

6850 E Front is a property that has confronted vacancy off and on much of the last decade. At present the building and site improvements have degraded significantly to the point of dilapidation. The billboard sign also significantly impairs this utility to future users.

East Front Street facing west. I routinely travel this collector street and recognize that street and utility improvements are extremely difficult given the condition of the infrastructure and traffic on Front Street.

Front Street right-of-way

Both of these photos demonstrate the overall poor condition of site improvements within this study area. These are in the public right-of-way, thus not specific to any parcel. However, it does demonstrate dilapidation and impairs utility according to the market's requirement and expectations of this industrial district.

9.3 Obsolescence

Obsolescence: One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or other external factors that make a study area less desirable and valuable for a continued use; may be either functional or external. (Dictionary of Real Estate Appraisal).

Functional Obsolescence: An element of accrued depreciation resulting from deficiencies or superadequacies in the structure. (Dictionary of Real Estate Appraisal).

External (Economic) Obsolescence: An element of accrued depreciation; a defect, usually incurable, caused by negative influences outside a site and generally incurable on the part of an owner, landlord, or tenant. (Dictionary of Real Estate Appraisal)

	5149 E Front St. shows the proximity of Front Street to buildings loading dock. There is an intersection of Front Street traffic, both cars and truck, parking for the sites, and trucks for loading occurring in what is by all accounts a very narrow truck court. Industrial users recognize the difficult for employes and contractors loading and unloading which is directly impactful to the rent a tenants is willing to pay or the price a buyer is willing to pay.

6850 E Front is a vacant and secured parcel with derelict building improvements and a billboard sign which impairs reasonably probable future use of this site.

Representative loading with insufficient truck court depth. Truck courts of less than 100′ make loading and unloading of a 70′ (standard) truck and trailer. This property is Southern. Truckers must unhook and rely on smaller tractors to move trailers around within the yard. Some buildings within Executive Park are configures such that truckers must being backing while still on the street.

1315 N Chouteau Trafficway Circuitous access, insufficient truck court and unsafe parking interspersed with trucking. This is the Mars Pet Foods plant.	
	7094 Universal Flex in Executive Park is under parked. Specifically flex properties operate at vacancy rates consistent with office properties and require buildout more costly than the rents justify. Effectively flex has all of the disadvantage of office as a land use and little of the utility of industrial use.

9.4 Deterioration and Depreciation of Physical Maintenance

Deterioration: The act or process of becoming worse. The action or process of deteriorating. (Merriam Webster). Impairment of condition; a cause of depreciation that reflects the loss in condition due to wear and tear, disintegration, use in service, and the action of the elements. (The Dictionary of Real Estate Appraisal).

Depreciation of physical maintenance: A loss in study area condition from any cause. In regard to improvements, depreciation encompasses both deterioration and obsolescence. (Dictionary of Real Estate Appraisal)

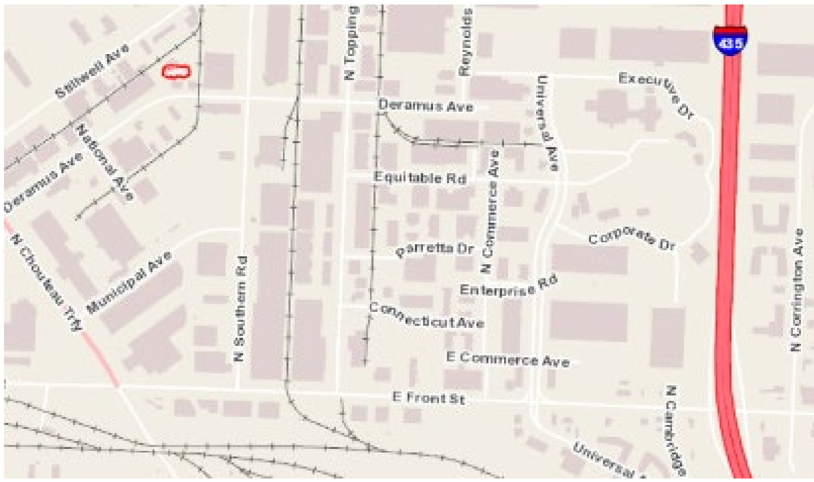
Though part of the public right-of-way, not a specific parcel, deteriorated condition of the public improvements throughout the study area are apparent and distraction to owners, tenants, and passers-by. Kansas City's weather and the traffic on Front Street accelerates deterioration of the public rights of way.

Except for the most recent construction such as QuikTrip, Federal Express, and other national tenants Denny's and McDonalds, the buildings in the Executive Park study area demonstrate modest deterioration and depreciation. This includes buckled steel siding, damaged truck doors, extensive potholes in the paving or the need for paint and tuckpointing.

	5301 Front Street demonstrates damaged truck doors and bumpers, poor condition if the parking lot and the need for painting.
1431 Topping demonstrates deterioration of the loading facilities and paving This isn't severe, but is beyond that which is expected.	

9.5 Excessive Land Coverage

Excessive land coverage: There is no specific definition or criteria to apply to the study are to address this factor. The density of development within the individual study areas is evaluated and reported as warranted.



From the plat maps attached here, I compare Airworld in Platte County to the Executive Park Subdivision. Airworld is newer than Executive Park though by no means modern. Looking at the building footprints provided by the Kansas City Missouri Parcel Viewer it is obvious that the density at Executive Park is denser than Airworld, a 40-year-old industrial park. A comparison with new industrial parks such as Three Trails, Blue River (Bannister Federal Complex), and Northland Park show an even larger disparity of density which, for single story industrial buildings equates to land coverage.

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9.6 Lack of Community Planning

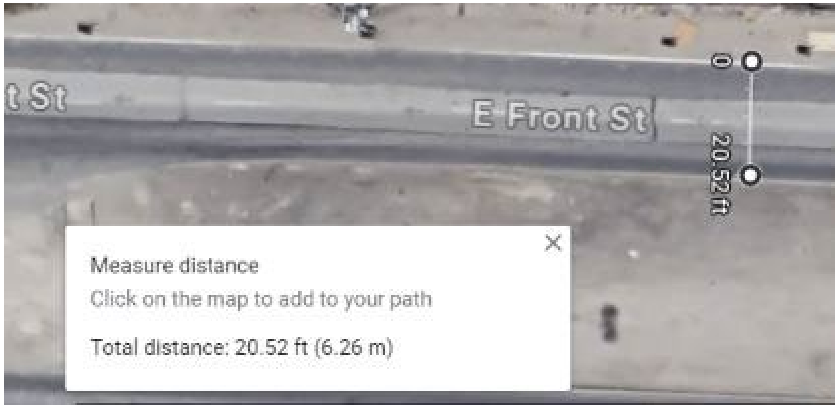
Lack of community planning: There is no specific definition or criteria to apply to the study area to address this factor. This factor is addressed by study area and for the entire Project Area.

5201 E Front St

Unfettered ingress and egress from Front St., impacts utility to property owners and creates safety issues for owners and passers-by.

1449 Southern is one of the several properties that has an inadequate truck court. Furthermore, it demonstrates poor planning/permitting to have tenant and guest parking using all of the same parking aisles, truck courts and curb cuts as the 70- tractor trailers.

Lack of community planning: There is no specific definition or criteria to apply to the study area to address this factor. This factor is addressed by study area and for the entire Project Area.

	East Front Street width 20' one way. Degradation of the right-of-way on either side of Front Street further impedes good utility of this collector street. Considering the traffic on East Front Street it is a significant impediment to adequate and timely street repairs.
Utility corridors are found on the periphery of modern planned development. The transmission line negatively impacts the appearance of properties and precludes any building development within the easement area. With modern planning and design, new development could otherwise make better use of the frontage.	

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The exhibit below compares access and traffic circulation at Executive Park with competing industrial parks in the Kansas City area. Notably, the east and west bound lanes of Front Street are five feet narrower than the collector streets serving the comparable industrial parks. Considering the truck traffic and the average daily count on Front Street, its width is inferior. I also measured the distance of the collector street through its respective industrial park and then counted the number of non-public street curb cuts. At Executive Park there appears to be 35 curb cuts to vacant parcels, parking area, and loading areas. This is excessive and leads to dangerous traffic conditions, diminished utility, even less convenient street maintenance.. This condition impacts all of the properties along front street insofar as market rent or utility to a buyer and safety to patrons and vehicular traffic.

Industrial Park or District	Exec. Park Study Area	Three Trails	Blue River Commerce Ctr.	Northland Park	Horizons Riverside	Lenexa Logistics	Fairfax
Collector Street	Front Street	East 87th St	Bannister	Highway 9	Horizon Pkwy	College Blvd.	7th St. /US 169
Distance	1.24	1.25	0.74	1.37	1.00	0.96	0.87
AADT	19,884	8,786	11,792	14,148	2,226	20,080	12,800
One-way Width	20'	25'	25'	25'	25'	25'	25'
Private Curb Cuts	35	0	0	0	0	1	20
Two-way Lanes	4	4	5	4	4	4	4
Dedicated Turning Lnes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

10.0 STUDY AREA 4 – BLUE RIVER

Blue River North	
Blue River Central	

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Blue River South	

10.1 Age

Within the Blue River study area there are 323 tax parcels of which 149 are improved according to information provided by Heartland MLS. The total land area is 579 acres. There are 143 parcels with improvements dated prior to 1988 indicating that 96% of the improved properties meet the requirement of a Conservation Area that 50% or more of the structures in the area have an age of 35 years or more.

10.2 Dilapidation

Dilapidation: A condition of decay or partial ruin (Merriam Webster Dictionary). This factor is a commentary on the condition of the building and site improvements in the study area, not age. Dilapidation is evaluated by study area and reported by study area and for the entire Project Area.

7535 E 17th is representative of the condition of a significant number of the improved parcels. Graffiti, poor condition, overgrowth all contribute to my opinion of dilapidation.

1626 Oakland, while still in use demonstrates, meaningful dilapidation of site improvements and notable to the building in the background.

	The entire block between 12th and 13 on Chrysler on the east and west sides of the street are dilapidates significantly. This includes buildings, property site improvements, and public improvements.
1198 E Corrington and 7298 E 12th St did not appear to be vacant but the condition suggests a property for which no amount of repair or restoration will be feasible.	

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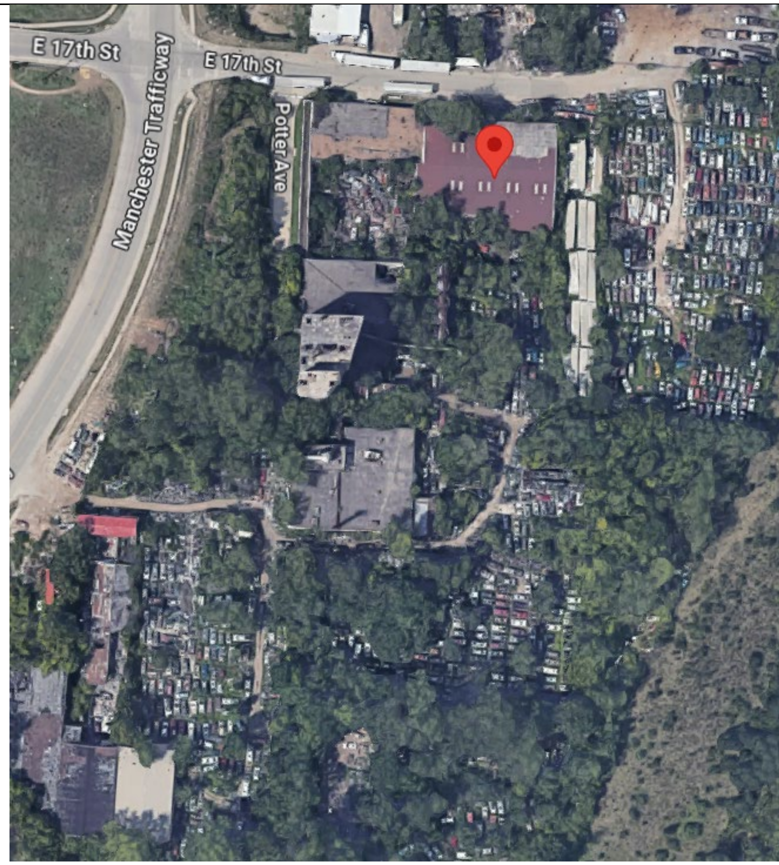
This the residence at this property on Tullis is dilapidated as are the minimal site improvements.

Similarly, these two residences on Skiles exhibit dilapidation as a very recognizable condition.

These two properties Cambridge Street on the left and Newton on the right are vacant/abandoned and demonstrate significant dilapidation.

1170 Manchester is typical of the many of the smaller properties within the Blue River study area. These are often smaller sites with dilapidated building improvements characterized by broken or plywood covered windows, damaged and unattractive fencing and paving and derelict vehicles strewn throughout the site.

	
1727 Manchester Trafficway. It is a midrise industrial property with no conceivable industrial use. An electrical permit was issued on this property in 2018 but there is no information publicly available suggesting that its condition is anything other than the dilapidation depicted in photograph. The land use is identified in the picture to the right.	

10.3 Obsolescence

Obsolescence: One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or other external factors that make a study area less desirable and valuable for a continued use; may be either functional or external. (Dictionary of Real Estate Appraisal).

Functional Obsolescence: An element of accrued depreciation resulting from deficiencies or superadequacies in the structure. (Dictionary of Real Estate Appraisal).

External (Economic) Obsolescence: An element of accrued depreciation; a defect, usually incurable, caused by negative influences outside a site and generally incurable on the part of an owner, landlord, or tenant. (Dictionary of Real Estate Appraisal)

800 Block of Winchester demonstrated proximity of heavy industrial use to residential use. Truck traffic, noise and smell likely to emanate from industrial use of such properties is inconsistent with a residential population.

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It can be difficult to know the history of a property reviewing only public records. However, in valuing large manufacturing properties I have found that an examination of the roof will often indicate the varying ages of a property and demonstrate the history of renovation and addition. The properties become less functional to anyone but the current users as the utility of the building and previous renovations and additions naturally lessen in accordance the lifecycle of a building. Two of the may aerial examples of this are shown below. The manufacturing property at 12th and Chrystal is shown to the left and 5224 Winner Rd is on the right.

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10.4 Deterioration/Depreciation of Physical Maintenance

Deterioration: The act or process of becoming worse. The action or process of deteriorating. (Merriam Webster). Impairment of condition; a cause of depreciation that reflects the loss in condition due to wear and tear, disintegration, use in service, and the action of the elements. (The Dictionary of Real Estate Appraisal).

Depreciation of physical maintenance: A loss in study area condition from any cause. In regard to improvements, depreciation encompasses both deterioration and obsolescence. (Dictionary of Real Estate Appraisal)

1304 Winchester demonstrates a condition of moderate disrepair including the need of tuckpointing and painting. This property like so many others is not dilapidated but market participants will certainly recognize deterioration and depreciation.

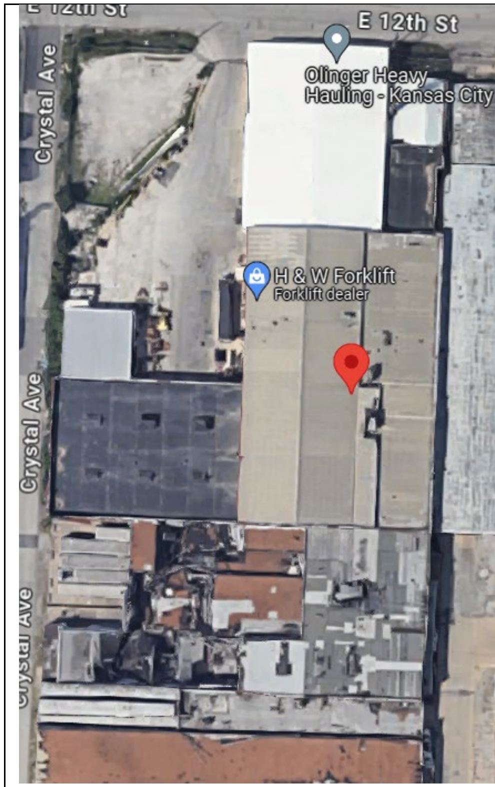
2100 Manchester is a utilitarian industrial property which has some buckling of the metal siding and I also notice damage where trucks have collided with parts of the building. Again, it is useful and not dilapidated but it does have deterioration and depreciation of maintenance.

7605 E 17th is a small office warehouse providing reasonable utility but windows have been painted and the masonry needs tuckpointing and paint.

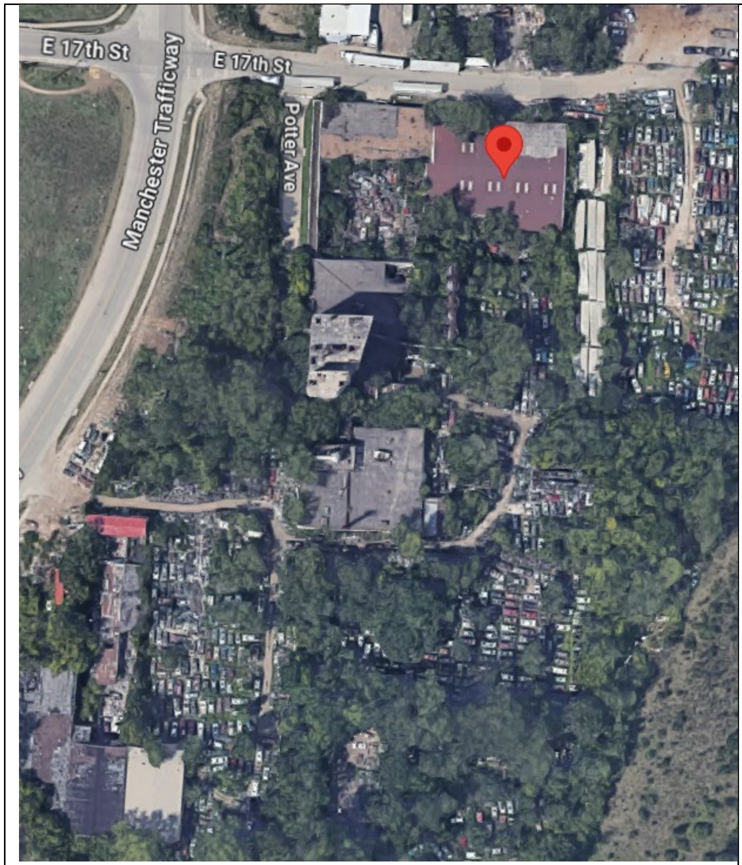
	1624 Crystal is a small metal building with bent doors and a roof that appears past its useful life.
6711 Wilson is a functional metal building with damage to sidewalls and site improvements in need of repair. The windows have been covered with metal panels and appear painted but not to match the rest of the building.	

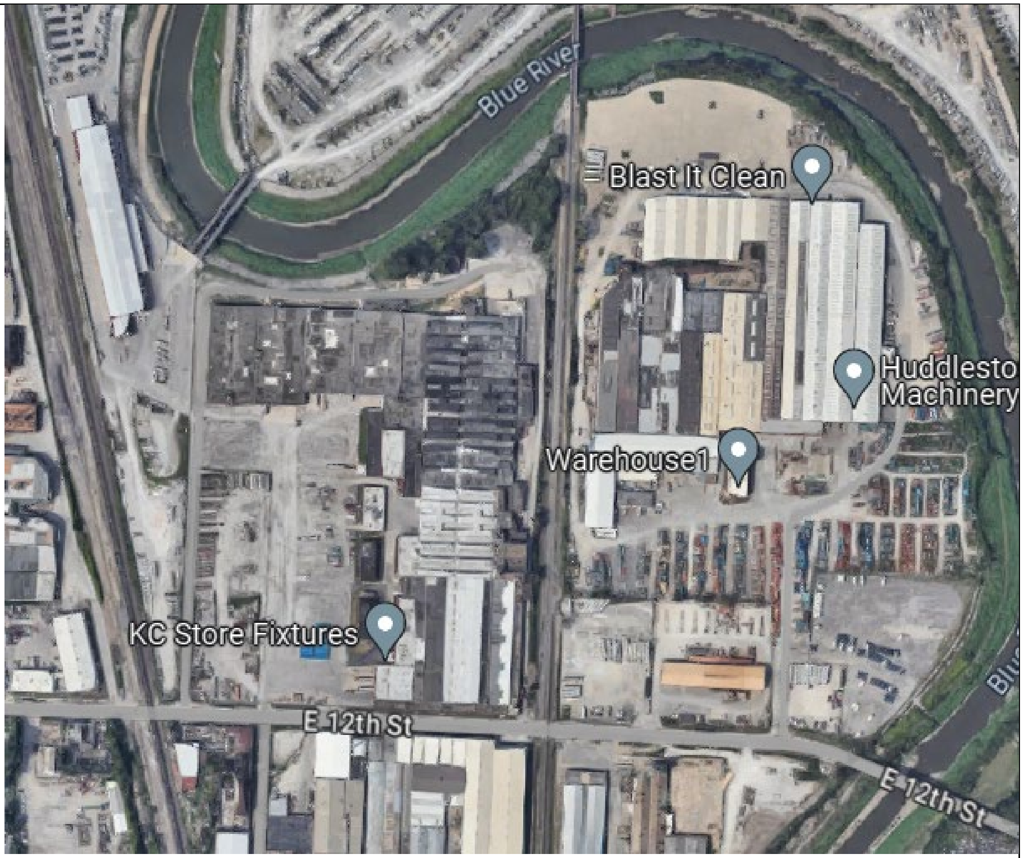
10.5 Excessive Land Coverage

Excessive land coverage: There is no specific definition or criteria to apply to the study are to address this factor. The density of development within the individual study areas is evaluated and reported as warranted.



12th and Chrystal are shown to the left and 5224 Winner Rd is on the right both described previously are good specific examples of excessive land coverage.





1727 Manchester on the left also shown previously shows that even though the density of the building improvements is not significant, the use of the site for storage of salvage autos gives the appearance of excessive land coverage. 7800 East 12th and adjacent properties demonstrate excessive coverage impacting nearly 100 acres. This is typical of the industrial development in the study area.

10.6 Lack of Community Planning

Lack of community planning: There is no specific definition or criteria to apply to the study area to address this factor. This factor is addressed by study area and for the entire Project Area.

The presence of multiple properties on the west side of I-435 at the study area that are used for salvage auto storage is a detriment to development within the area, not just the study area. I-435 has 80,752 cars per day according to the MoDOT Interactive traffic map reviewed for this project and the +-one-mile from 23rd St, north to Truman is impaired by the salvage yards. Furthermore, I expect that development and redevelopment efforts beyond the study area are distracted by the prevalence of auto salvage land use.

Two rail crossings on E 18th in rapid succession serve to impede traffic and eliminate any reasonable perspective of redevelopment throughout the area.

PARTNER Valuation Advisors

Sheffield Industrial Park is accessible from Winner Road on the west. Access from the west is most convenient however there are two active rail crossings within 100’ of one another which is an incurable condition created by the existing community planning.

As demonstrated here and throughout the Blue River study area access is circuitous. Some routes are interspersed among residential uses and note are direct. Access is diminished further by the existing railroad rights-of-way and the Blue River.

	View of Blue River facing south from 17th St.
Blue River facing south from Truman Road. Blue River comprises much of the Flood Plain area within this study area. It could be an untapped economic benefit to the area but there is no specific public access that I could identify. This demonstrates a lack of modern community planning	

11.0 PROJECT AREA FINDINGS

My conclusions are presented below.

	Total	Older Than 35 Years	Dilapidation	Individual Property Obsolescence	Deterioration/Depreciation	Illegal Use of Structure	Below Min. Code	Abandonment	Excessive Vacancy	Overcrowding	Lack of Ventilation	Inadequate Utilities	Excessive Land Coverage	Deleterious Land Use	Depreciation of Physical Maintenance	Lack of Community Planning
Truman Road District																
Total Parcels	252					No conclusion	No conclusion	No Conclusion	No Conclusion		No conclusion	No conclusion		No conclusion	See deterioration	
Improved Parcels	220	209	77	154	132					110			165			243
% Parcels		95%	35%	70%	60%					50%			75%			96%
Sheffield District																
Total Parcels	149					No conclusion	No conclusion	No Conclusion	No Conclusion		No conclusion	No conclusion		No conclusion	See deterioration	
Improved Parcels	125	110	31	75	25					0			13			25
% Parcels		88%	25%	60%	20%					0%			10%			25%
Executive Park District																
Total Parcels	87					No conclusion	No conclusion	No Conclusion	No Conclusion		No conclusion	No conclusion		No conclusion	See deterioration	
Improved Parcels	62	30	6	47	19					20			50			43
% Parcels		48%	10%	75%	30%					33%			80%			49%
Blue River District																
Total Parcels	323					No conclusion	No conclusion	No Conclusion	No Conclusion		No conclusion	No conclusion		No conclusion	See deterioration	
Improved Parcels	149	143	89	119	37					15			127			258
% Improved Parcels		96%	60%	80%	25%					10%			85%			80%
Historic Northeast																
Total Parcels	811					No conclusion	No conclusion	No Conclusion	No Conclusion		No conclusion	No conclusion		No conclusion	See deterioration	
Improved Parcels	556	492	204	395	213					145			354			569
% Parcels		88%	37%	71%	38%					26%			64%			70%

Preponderance: Of the improved properties I have identified 1,880 instances of the conservation factors. This includes only those factors which were determinable under the scope of work. Statistically, each improved property experiences 3.4 instances of the conditions noted above. This supports my finding that a preponderance of the properties in the Project Area meet the test of at least three of the conservation area factors. Keep in mind that, having met the conditions of the definition, I did not develop opinions of the seven additional factors.

12.0 CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the subject of this report, and no personal interest or bias with respect to the parties involved or study area.
4. Kenneth Jaggers, MAI, FRICS has not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. Our engagement in this assignment was neither contingent upon developing or reporting predetermined results, nor is our compensation for completing this assignment is contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this conservation area study.
6. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state conservation area study regulations.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Conservation area study Practice of the Conservation area study Institute.
8. The use of this report is subject to the requirements of the Conservation area study Institute relating to review by its duly authorized representatives.
9. Kenneth Jaggers, MAI, FRICS has made a personal inspection of the study area that is the subject of this report.
10. No one provided significant real property assistance to the persons signing this certification.
11. I have experience in appraising properties similar to the subject and I am in compliance with the Competency Rule of USPAP.
12. As of the date of this report, Kenneth Jaggers, MAI, FRICS has completed the continuing education program for Designated Members of the Appraisal Institute.

Kenneth Jaggers, MAI, FRICS
Director
Missouri Certificate #RA003190
Certified General Real Property Appraiser
Telephone: (913) 214-0057
E-mail: kjaggers@partnerval.com

13.0 ASSUMPTIONS & LIMITING CONDITIONS

A. VALUATION SERVICE PROVIDER. Partner Valuation Advisors, LLC ("PVA") is a real estate conservation area study and advisory firm with expertise in valuation services. PVA is a separate legal entity possessing some common ownership and management services with Partner Assessment Corporation, Inc. ("PAC"). PVA are not experts in engineering, environmental assessments and conditions (including but not limited soil and subsoil matters), zoning/regulatory compliance, seismic, survey, and/or title matters, and the purpose of this engagement does not include an expectation from the Client that any or all of such services have been or will be provided without the need for a separate engagement of such services from an outside entity which will be subject to a separate limitation of liability. If any such services are separately provided and referenced in our report, and if such services are found to be in error which causes a material impact on our value conclusion, PVA reserves the right to amend our value opinion accordingly. If any environmental impact statement is required by law, the report assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.

B. FORECAST UNCERTAINTY. All work product we deliver to you (collectively called "report") represents an opinion of value, based on historical information and forecasts of study area and market performance and conditions. Actual results may vary from those forecast in the report.
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C. RELIANCE PARTY. The report is confidential to the party to whom it is addressed and those other intended users specified in the report for the specific purpose to which it refers. Use of the report for any other purpose or use by any party not identified as an intended user of the report without our prior written consent is prohibited, and we accept no responsibility for any use of the report in violation of the terms of this Agreement. Neither the whole report, nor any part, nor reference thereto, may be referenced or published in any manner without our prior written approval.

D. HAZARDOUS MATERIAL EXCLUSION. Unless specifically noted, in preparing the Consulting report, PVA will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material) on or affecting the Study area, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Study area that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Conservation area study fee

E. TAX MATTERS. In the event Client intends to use the Consulting report in connection with a tax matter, Client acknowledges that PVA provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Consulting report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Consulting report. Client agrees that PVA shall have no responsibility or liability to Client or any other party for such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from PVA relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.

F. INFORMATION RELIANCE. The conservation area study process requires our evaluation of information from a wide variety of sources including the Client, its agents, and other sources. We have assumed that all information furnished by others is correct and complete, up to date and can be relied upon, but no warranty is given for its accuracy. We do not accept responsibility for erroneous information provided by others. We assume that no information that has material effect on our conservation area study has been withheld. We are not liable for any deficiency in the report arising from the inaccuracy or insufficiency of such information, documents and assumptions.

G. MARKETABLE TITLE. We assume each study area has a good and marketable title, including but not limited to, no encumbrances, restrictions, easements, or other adverse title conditions, which would have a material effect on the value of the interest under consideration. There is no material litigation pending involving the study area.

H. REGULATORY COMPLIANCE. We assume that the study area possesses and/or is compliance with all required licenses, certificates of occupancy, consents, environmental regulations, and other legislative or administrative requirements from any local, state, or national government or private entity or organization, or possession or compliance can be obtained or renewed for any use on which the opinion of value contained in this report is based.

I. FLOOD RISK. We may have reviewed available flood maps and may have noted in the report whether the study area is generally located within or out of an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the study area. Any opinion of value we include in our report assumes that the floodplain and/or wetlands interpretations are accurate.

J ADDITIONAL SERVICES. Client agrees that if PVA is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Consulting report, the Appraiser's or PVA's expertise, or the Study area, Client shall pay PVA's additional costs and expenses, including , but not limited to PVA's attorneys' fees, and additional time incurred by PVA based on PVA's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Consulting report), meeting participation, and PVA's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional conservation area study services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.

K. CONSTRUCTION RISK. Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.

L. PRUDENT OPERATION. The study area and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.

M. DATA VISUALS. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report.

N. VALUE ALLOCATIONS. Any allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the Study Area. The allocations of values for each of the land and improvements are not intended to be used with any other study area or conservation area study are not valid for any such use.

O. FURNITURE, FIXTURES, & EQUIPMENT. All furnishings, equipment, and business operations have been disregarded with only real study area being considered in the Report, except as otherwise expressly stated and typically considered part of real study area. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the Study Area. The allocations of values for each of the land and improvements are not intended to be used with any other study area or conservation area study are not valid for any such use.

P. STUDY AREA BOUNDARIES & ENCHROACHMENTS. We did not conduct a formal survey of the study area and assume no responsibility for any survey matters. The Client has supplied the spatial data, including sketches and/or surveys included in the report, and we assume that data is correct up to date and can be relied upon.

Q. TENANT CREDIT RISK. We have not made any investigation of the financial standing of actual or prospective tenants unless specifically noted in the report. Where properties are valued with the benefit of leasing, we assume, unless are informed otherwise, that the tenants are capable of meeting their financial obligations under their leases, all rent and other amounts payable under the lease have been paid when due, and that there are no undisclosed breaches of the leases.

R. RELIANCE. No party shall be allowed to use or rely on any report(s) or information generated in the completion of this project until payment in full is made to PVA for any outstanding invoices related to the Services rendered. Client understands that Services governed by this Agreement are strictly for their sole use and benefit. The parties expressly agree that no third party, including, but not limited to, any heirs, devisees, representatives, successors, assigns, affiliates, and subsidiaries of the parties or any partnership, corporation or other entity controlled by the parties or which control the parties, may rely on or raise any claim relating to the Services or this Agreement. Client shall not disseminate, distribute, make available or otherwise provide our Consulting report prepared hereunder to any third party (including without limitation, incorporating or referencing the Consulting report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by PVA as an "Intended User" of the Consulting report provided that either PVA has received an acceptable release from such third party with respect to such Consulting report or Client provides acceptable indemnity protections to PVA against any claims resulting from the distribution of the Consulting report to such third party, (ii) any third party service provider (including rating agencies and auditors) using the Consulting report in the course of providing services for the sole benefit of an Intended User, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event PVA consents, in writing, to Client incorporating or referencing the Consulting report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided PVA with complete copies of such materials and PVA has approved all such materials in writing. Client shall not modify any such materials once approved by the PVA. In the absence of satisfying the conditions of this paragraph H with respect to a party who is not designated as an Intended User, in no event shall the receipt of an Consulting report by such party extend any right to the party to use and rely on such report, and PVA shall have no liability for such unauthorized use and reliance on any Consulting report. Furthermore, the conclusions and any permitted reliance on and use of the

Consulting report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.

APPENDIX A: QUALIFICATIONS

PARTNER
Valuation Advisors

Kenneth Jaggers
MAI, FRICS
Managing Director

Experience Summary

Kenneth Jaggers is Managing Director for Partner Valuation Advisors and operates from Kansas City. Mr. Jaggers has over 30 years of commercial real estate appraisal, consulting, and loan underwriting experience. For the past 20 years Mr. Jaggers has led teams of professionals providing appraisal and consulting services for some of the largest portfolio, acquisition, and infrastructure assignments in the region.

Mr. Jaggers has completed assignments of commercial properties of all types, primarily for institutional investors, banks, and private owners/developers. His expertise is in large and/or complex assignments for discerning clients and intended users. Areas of specialty include statutory compliance, highest and best use and feasibility analysis, and disposition consulting. Recently Mr. Jaggers completed the appraisal of two portfolio transactions industrial, mixed use, retail, office and development land comprising 35 and 46 properties. Other recent projects include two vacated corporate headquarters, an art gallery in the Flint Hills, and an infrastructure project totaling +-20 property in the Kansas City MSA. Lenders, owners/developers, public entities, attorneys and investors look to Mr. Jaggers for his experience and expertise.

Prior to joining Partner Valuation Advisors, Mr. Jaggers was Managing Director at JLL Valuation Advisory and prior to that Integra Realty Resources.

Highlights

30+ years in CRE valuation and advisory
20 years managing and mentoring professionals
Five years appraisal and underwriting with banks and insurance companies

Education & Affiliations

Appraisal Institute – Designated Member
Royal Institute of Chartered Surveyors – Fellow
Westwood, KS - Planning Commission 2000-2015
UMKC Bloch School/Lewis White Real Estate Center – Guest Lecturer and Case Studies Judge
Project REAP Kansas City - 2017 Sponsor and Guest Lecturer
Greater Kansas City Chamber - Development Group
Bachelor of Arts – Chadron State College, Chadron, Nebraska
Economics and Marketing with a Minor in Business Administration

Appraisal Licenses

Missouri	Nebraska	Colorado
Kansas	Iowa	Arkansas

Contact

kjaggers@partnerval.com

State of Missouri

Missouri Department of Commerce and Insurance
Division of Professional Registration
Real Estate Appraisers Commission

State Certified General Real Estate Appraiser

VALID THROUGH JUNE 30, 2024
ORIGINAL CERTIFICATE/LICENSE NO. RA003190

KENNETH JAGGERS
JLL VALUATION & ADVISORY SERVICES
7500 COLLEGE BLVD., SUITE 920
OVERLAND PARK KS 66210
USA

Vanessa Beauchamp
EXECUTIVE DIRECTOR

Sheila Solon
DIVISION DIRECTOR

APPENDIX B: REQUEST FOR PROPOSAL

REVISED Request for Proposals for Blight/Conservation Study
Proposed Historic Northeast Lots TIF Plan
September 19, 2023

The purpose of this RFP is to request that a blight or conservation study be done documenting the existing conditions of property within the proposed area.

The proposed Historic Northeast Lofts redevelopment will include the properties at the locations identified below. The Plan Area will be all in Jackson County, Kansas City, Missouri.

GROUP 1	**Address**
Cosentino's Price Chopper	5800 Wilson Ave, Kansas City, MO 64123
ALDI	6300 Independence Ave, Kansas City, MO 64125
Westlake Ace Hardware	6201 Independence Ave, Kansas City, MO 64125
Family Dollar	5900 Wilson Ave, Kansas City, MO 64123
Pro Auto Sale	210 Independence Ave
Walgreens	5400 Independence Ave, Kansas City, MO 64123
McDonald's	5347 Independence Ave, Kansas City, MO 64124
Phillips 66	5712 Independence Ave, Kansas City, MO 64123
Quicktrip	6835 E Truman Rd, Kansas City, MO 64126
Quicktrip	6551 E Front St, Kansas City, MO 64120
Carniceria El Torito III	6200 Independence Ave, Kansas City, MO 64125
Pick and Pull	7700 E Winner Rd, Kansas City, MO 64125
Custom Truck One Source	7701 Independence Ave, Kansas City, MO 64125
Custom Truck One Source Sales Building	7701 Independence Ave, Kansas City, MO 64125
Molycop USA	8116 Wilson Rd, Kansas City, MO 64125
Advance Autoparts	7806 US-24, Kansas City, MO 64125
Taco Bell	5925 Independence Ave, Kansas City, MO 64125
ACI Plastics	6530 Winner Rd, Kansas City, MO 64125
Kessler Industries	6530 Winner Rd, Kansas City, MO 64125
GROUP 2 SOUTH	
Taqueria Mexico #2	5920 Independence Ave, Kansas City, MO 64125
Hardee's	6323 Independence Ave, Kansas City, MO 64125
Conoco	8501 E Winner Rd, Kansas City, MO 64125
Engle Motors	6633 E Truman Rd, Kansas City, MO 64126
Auto Select LLC	7023 E 12 Terrace, Kansas City, MO 64126
Design Supply Doors	6800 E Truman Rd, Kansas City, MO 64126
Hong Kong Supermarket	6421 E Truman Rd, Kansas City, MO 64126
Positive Auto Sales	5833 E Truman Rd, Kansas City, MO 64126
Dollar General	5501 E Truman Rd, Kansas City, MO 64127
Aztec Auto Sound	5600 E Truman Rd, Kansas City, MO 64127
AutoZone	5420 E Truman Rd, Kansas City, MO 64127
BP	5405 E Truman Rd, Kansas City, MO 64127
Truman AutoSales	5300 E Truman Rd, Kansas City, MO 64127
A&M Auto Salea	7001 E Truman Rd, Kansas City, MO 64126
Kansas City Breweries Company, LLC	1609 Crystal Ave, Kansas City, MO 64126

US Automart	5800 E Truman Rd, Kansas City, MO 64126
Kansas City Cash & Carry Inc	5320 Winner Rd, Kansas City, MO 64127
Phillips 66/Quick Shop	5401 Winner Rd, Kansas City, MO 64127
Master Halco	5201 E 9th St, Kansas City, MO 64124
Lend Nation	5358 Independence Ave, Kansas City, MO 64124
Cricket Wireless	5918 Wilson Ave, Kansas City, MO 64123
Pizza Hut	5928 Wilson Ave, Kansas City, MO 64123
Rent a Center	5902 Wilson Ave, Kansas City, MO 64123
GROUP 3 NORTH	
AeroCare Home Medical Equipment, Inc. - MO	7076 Universal Ave, Kansas City, MO 64120
Sherwin-Williams Product Finishes Facility	6701 Universal Ave, Kansas City, MO 64120
McDonalds	6701 E Front St, Kansas City, MO 64120
AutoBank of Kansas City	6901 E Front St, Kansas City, MO 64120
Foto Wrap Vehicle Wrap Advertising	6850 E Front St, Kansas City, MO 64120
Auto Plus Auto Parts Store	5900 E Front St, Kansas City, MO 64120
Midwest Wheel	5801 E Front St, Kansas City, MO 64120
Sinclair	5101 E Front St, Kansas City, MO 64120
Fedex Ship Center	6098 E Front St, Kansas City, MO 64120
Flying J Travel Center	1300 N Corrington Ave, Kansas City, MO 64120
Shoppa's Mid America	1301 N Corrington Ave, Kansas City, MO 64120
MHC Kenworth - Kansas City	1524 N Corrington Ave, Kansas City, MO 64120
FleetPride	1250 N Corrington Ave, Kansas City, MO 64120

The blight or conservation study must document the existing physical, environmental, and economic conditions within the designated area and make a determination as to whether or not the area meets the criteria for designation as a blighted or conservation area, as set forth within 99.805, RSMo. The selected consultant must provide adequate photographic and written documentation of each property to support its determination; this documentation must be provided in both electronic and printed format.

The selected consultant should anticipate participation in at least two meetings (the TIF Commission public hearing and City Council Committee presentation, dates to be determined), as part of this assignment.

This assignment must be completed by November 6, 2023.

The deadline for submission of proposals is **September 22, 2023 at 4 p.m.** Please submit your proposal to: David Leader via e-mail at: **dleader@edckc.com**

Should you have any questions regarding this RFP, please contact me via e-mail. Thank you.

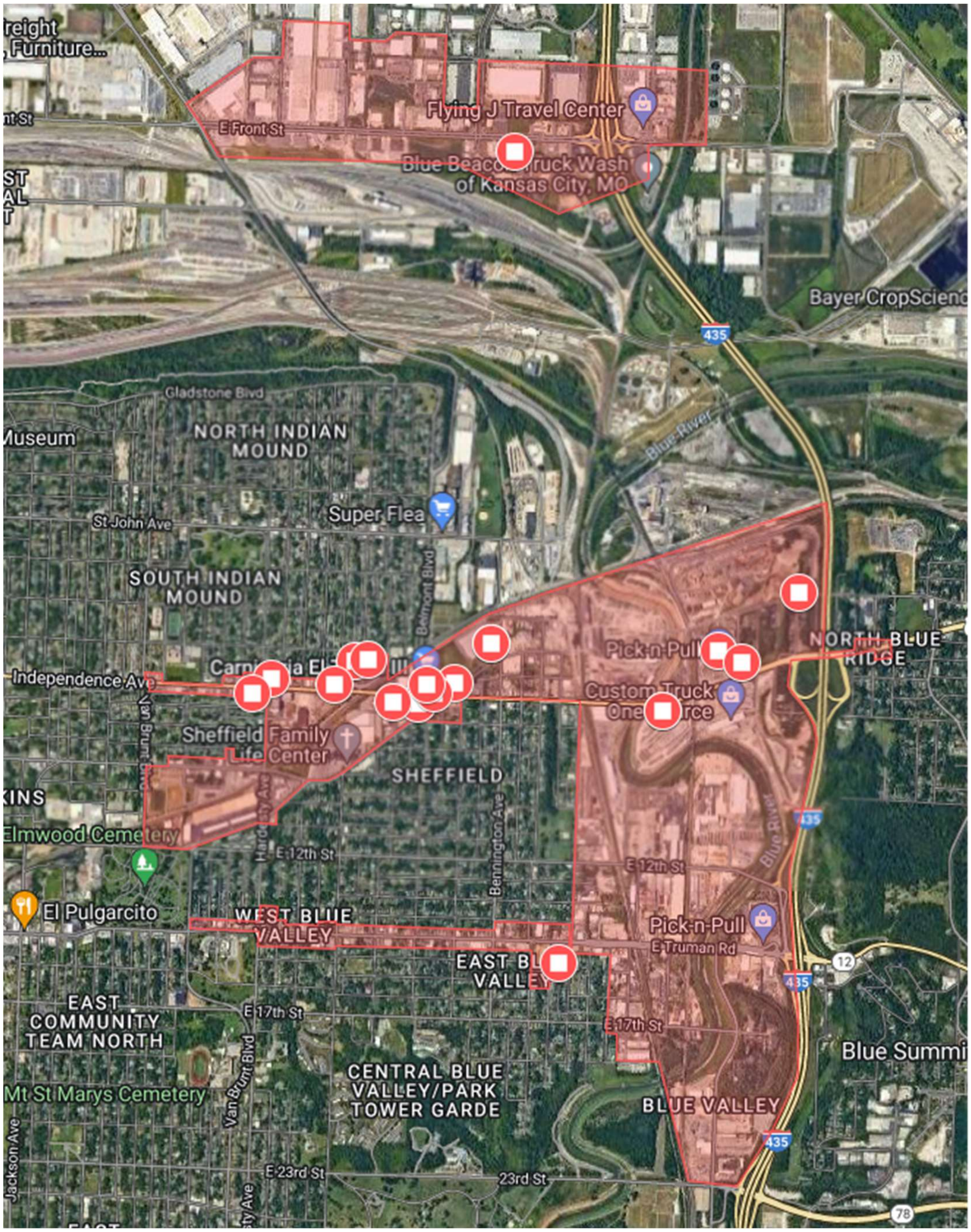
Flying J Travel Center
E Front St
Gladstone Blvd
Museum
NORTH INDIAN MOUND
Super Flea
St John Ave
SOUTH INDIAN MOUND
Belmont Blvd
Bayer CropScienc
Blue River
Independence Ave
Pick-n-Pull
NORTH BLUE RIDGE
Sheffield Family Life Center
SHEFFIELD
Elmwood Cemetery
E 12th St
Bennington Ave
El Pulgarcito
WEST BLUE VALLEY
EAST BLUE VALLEY
E Truman Rd
EAST COMMUNITY TEAM NORTH
E 17th St
Blue Summi
Mt St Marys Cemetery
CENTRAL BLUE VALLEY/PARK TOWER GARDE
BLUE VALLEY
Van Brunt Blvd
E 23rd St
23rd St
Jackson Ave
435
12
78

EXHIBIT 12

EVIDENCE OF COMMITMENT OF FINANCING

HAMLIN
CAPITAL MANAGEMENT, LLC

August 21, 2023

Jonathan Arnold
Arnold Development Group
122 Delaware Street,
Kansas City MO 64105

Letter of Intent Relating to Northeast Lofts Project

Dear Mr. Arnold,

Hamlin Capital is prepared to extend a commitment to the Historic Northeast Lofts project, a 389-unit, mixed-income apartment building, complemented by additional commercial spaces, located at 5401 Independence Ave, Kansas City, MO 64123, subject to the following conditions:

PRELIMINARY LOAN TERMS

> **Transaction Summary**: Hamlin Capital ("Lender") is poised to facilitate a Loan for the Historic Northeast Lofts project. The Loan is designed to offer construction and permanent financing, bridging the timing gap between the tax credit investor equity payments for the project. The loan structure may involve a blend of construction and permanent financing.
>
> **Project**: Historic Northeast Lofts
>
> **Loan Purpose**: To provide construction financing that aligns the timing between tax credit investor equity installments and the ensuing permanent mortgage on the project.
>
> **Construction Loan**: $68,000,000
>
> **Permanent Mortgage**: $32,200,000
>
> **Interest Rate**: Currently estimated at 7.50%.
>
> **Amortization**: 40 years.
>
> **Term**: 17 years.

Please note, this Letter is a preliminary summary and doesn't encapsulate all terms and conditions pertaining to the Loan. Should the Loan materialize, the specifics outlined in the relevant loan documents will prevail over this Letter's content.

This letter of interest is subject to the following conditions: Final underwriting and Loan Committee approval by Hamlin Capital, ensuring the Property is developed and operated largely as outlined by Arnold

Development Group; Our subsequent verification of the representations, warranties, and information provided by your organization to us; Execution of a Loan Agreement and all other requisite documentation required by us; and the non-occurrence of any material negative alterations in relevant laws, rules, regulations, or market situations.

Warm regards,

Benjamin Kaufman, Partner

Hamlin Capital Management, LLC

640 Fifth Avenue, 11th Floor, New York, New York 10019; Telephone 212.752.8777 Fax 212.752.5698

Commerce Bank
Member FDIC
8000 Forsyth Boulevard
St. Louis, Missouri 63105-1797
(314) 726-2255
commercebank.com

April 22, 2020
Version 3.0

Historic Northeast Building

Jonathan Arnold
Principal
ARNOLD DEVELOPMENT GROUP
210 West 5th Street, Suite 102, Kansas City, MO 64105
direct: 816-595-5001 | m: 816-529-7010

Re: Acquisition of Missouri Historic Rehabilitation Tax Credits

Dear Jonathan:

This letter sets forth the commitment of Commerce Bank or its affiliates ("Commerce") to purchase, and the commitment of **Historic Northeast Lofts, LLC**, ***or its assigns, such as it's Managing Member*** ("Owner") to sell, certain Missouri historic rehabilitation tax credits issued pursuant to § 253.545 RSMo ("Tax Credits").

1. Description of Project -- The project is the building located at **5401 Independence**, in North Kansas City, Missouri (the "Project"). This Project is a certified historic structure or a structure in a certified historic district that satisfies the requirements of § 253.550 RSMo (or nomination pending/under consideration).

2. Amount of Tax Credit -- Pursuant to § 253.545 RSMo, the amount of available Tax Credits is 25% of the total costs and expenses of the qualified rehabilitation. The anticipated amount of the total costs and expenses of the qualified rehabilitation of this Project is $78,518,564 with anticipated **Tax Credits of $19,629,641** (25% x $78,518,564).

3. Purchase Price -- Commerce will pay to Owner the amount of **$0.9275 per $1.00** of Tax Credits actually delivered to Commerce ("Purchase Price"), provided that the Tax Credits are delivered to Commerce on or before the expiration date set forth in Section 5 below. Notwithstanding anything herein to the contrary, Commerce is not obligated to pay the Purchase Price until the tax credit certificate has been issued in Commerce's name.

4. **No outside costs – The Commerce price represents our total costs, there are no outside costs (unless there is action required beyond our control, which historically is rare or nonexistent). In addition, there is no obligation under this letter nor any costs or termination fees if the owners or affiliates do not ever start subject Project, and/or start the project but never receive Tax Credits on subject property.**

5. Delivery Date -- The Tax Credits are *anticipated, but not required*, to be available on or around calendar 2022, the anticipated tax credit certificate issuance date. **While**

Commerce typically pays within 1 or 2 business days of evidence of transfer into Commerce's name, which is often shortly after the project has been placed into service and certified, but Commerce has up to 5 business days to make such payment (usually sent via wire transfer, per Owners direction.

6. Expiration -- Commerce's obligation to acquire the Tax Credits **shall expire on December 31, 2025**. In no event shall Commerce's obligation to acquire the Tax Credits extend beyond the useable date for the Tax Credits.

7. Exclusivity -- Owner grants Commerce the exclusive right to purchase the Tax Credits from Owner pursuant to the terms and conditions hereof. Owner shall not negotiate with any other party during the term of this commitment with respect to the Tax Credits. Owner agrees that it will cause the Tax Credits to be sold to Commerce, whether the Tax Credits are owned by Owner or any affiliate.

8. Owner Authority -- Owner represents and warrants to Commerce as follows:

a) Owner will diligently pursue the applicable approval of the Missouri Department of Economic Development and any other appropriate department, commission or agency for the Tax Credits, including but not limited to, making all the appropriate filings in a timely manner. Owner will diligently prosecute such application and do and perform all acts necessary to obtain the applicable approval and necessary documents to transfer the Tax Credits to Commerce. Owner will provide Commerce with a copy of all such applications and correspondence within five (5) business days of filing or receipt. The applications submitted by Owner will be true and correct in all material respects, including without limitation, the computation of qualified rehabilitation expenditures for the Project and basis for the Project.

b) Owner has the authority to enter into this commitment and to consummate the transactions contemplated hereby. This commitment shall be binding upon Owner and its successors and assigns.

c) Upon receipt of approval by the Missouri Department of Economic Development of the Tax Credits, Owner will execute Commerce's standard Tax Credit Purchase Agreement which includes Owner's indemnity of Commerce and its assigns in the event of a recapture, disallowance or reduction in the amount of Tax Credits or in the event that the timing of the use of the Tax Credits is subsequently restricted, after they are purchased by Commerce or its assigns. Owner will execute such other documents and will take such other action, as may be reasonably requested by Commerce.

d) Owner is or will be the rightful owner of the Tax Credits, the Tax Credits when issued are assignable to Commerce, the Tax Credits can be used to offset certain state tax liability in the year in which the tax credit certificate is issued and may be carried back to any of the three (3) preceding years and carried forward to any of the succeeding ten (10) years, and Owner shall transfer the Tax Credits to

Commerce or its assigns. Commerce may assign its right to purchase the Tax Credits to a third party provided that such assignment shall not relieve Commerce of its obligations to Owner hereunder.

e) Owner has disclosed to Commerce all material facts concerning the Tax Credits. Owner will provide Commerce with such other information and copies of such other documents as Commerce shall reasonably request from time to time concerning the Tax Credits, the Owner or the Project.

f) Owner will develop, rehabilitate, construct, operate, use and manage the Project in such manner so as to not cause the revocation, cancellation, termination or disallowance of the Tax Credits, or otherwise prevent Commerce from receiving the Tax Credits.

9. Commerce Authority -- Commerce represents and warrants to Owner as follows:

a) Commerce has the authority to enter into this commitment and to consummate the transactions contemplated hereby.

b) This commitment shall be binding upon Commerce and its successors and assigns.

10. Tax advice -- Each party acknowledges that it has relied upon its own tax advice from its own qualified tax and financial advisors regarding the tax implications of the transaction contemplated hereunder, and each party acknowledges that it has relied upon its own legal advice from its own attorneys regarding the legal implications of the transaction contemplated hereunder.

11. Governing Law -- This commitment shall be governed by and construed in accordance with the laws of the State of Missouri.

12. Jurisdiction; Forum -- In the event of any litigation with respect to this commitment, such legal action shall be brought in Federal District Court, Eastern District of Missouri, or the Circuit Court for the County of St. Louis, Missouri

13. Final Agreement -- All prior representations and agreements between the parties with respect to the Tax Credits are merged into this commitment. This commitment can be changed only by a writing signed by the parties hereto. This commitment shall automatically become superseded upon the parties' execution of a Tax Credit Purchase Agreement with respect to the purchase and sale of the Tax Credits as contemplated hereunder.

14. Fees -- Owner shall pay any and all fees charged by the State of Missouri, the Missouri Department of Revenue, the Missouri Department of Economic Development or any other department, commission or agency, to process the tax credit application and to transfer the Tax Credits to Commerce. If Owner does not pay such fees, Commerce has the right but not the obligation, to pay such fees on behalf of Owner and, if Commerce pays such fees, to reduce the amount of the Purchase Price by the amount of such fees paid by Commerce.

15. Attorneys' Fees -- In the event that either party shall bring an action or legal proceeding for an alleged breach of any provision of this commitment or any representation, warranty, covenant or agreement herein set forth, or to enforce, protect, determine or establish any term, covenant or provision of this commitment or the rights hereunder of either party, the prevailing party shall be entitled to recover from the non-prevailing party, as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees and court costs as may be fixed by the court or jury.

16. Special State Investor -- Owner has the authority to allocate the Tax Credits to a special state tax credit investor provided that such investor is obligated to sell the Tax Credits to Commerce under the terms of this commitment.

17. Termination – This commitment may be terminated as follows:

a) Commerce may terminate this commitment without liability or any obligation to Owner, and Commerce shall have no obligation under this commitment, if any of the following shall occur prior to the delivery of the Tax Credits to Commerce: (i) Owner or the Project shall become subject to any bankruptcy, reorganization, receivership, or insolvency proceeding; (ii) any default has occurred in the performance of any of Owner's obligations with respect to the Tax Credits or with respect to this commitment; (iii) there is a change in law such that the Tax Credits (or any portion thereof) cannot be assigned or otherwise transferred to any third party; (iv) any material adverse change occurs in the financial condition of Owner or the State of Missouri; or (v) the Missouri legislature, the Missouri Department of Economic Development, the Missouri Department of Revenue, or any other commission, agency or department, changes the statutes, regulations, interpretations, or procedures affecting any aspect of Missouri historic rehabilitation tax credits in general or the Tax Credits specifically, including but not limited to, a material change in tax rates such that the value of the Tax Credits is affected.

b) Owner may terminate this commitment by providing written notice to Commerce (the "Termination Notice") and by paying a termination fee to Commerce (the "Termination Fee"). The Termination Fee shall be calculated as follows: (i) if the Termination Notice is received by Commerce prior to substantial completion of the Project, then the Termination Fee shall be an amount equal to **\$0.03 for each \$1.00** of anticipated Tax Credits stated in Section 2 of this commitment; or (ii) if the Termination Notice is received by Commerce concurrent with, or at any time after, substantial completion of the Project, then the Termination Fee shall be an amount equal to two (2) times the amount that would be calculated in accordance with subparagraph (i) if the Termination Notice had been received by Commerce prior to substantial completion of the Project. **No termination fees are due if the project does not commence, and/or never generates subject Tax Credits.**

April 22, 2020

<u>If this commitment is acceptable to you, please sign a copy of this letter and return it to Commerce Bank via e-mail by May 15, 2020.</u> **If Commerce does not receive your executed copy of this letter by such date, this commitment will expire unless Commerce extends this commitment by signing a written extension agreement.**

We are pleased to have the opportunity to work with you.

Yours very truly,

COMMERCE BANK

STACY B. RUBENSTEIN
Tax Credit Specialist
Commerce Bank

By: Stacy Rubenstein
Printed Name: Tax Credit Specialist
Title: STACY B RUBENSTEIN

The undersigned on behalf of **Historic Northeast Lofts, LLC**, *or its assigns, such as it's Managing Member,* by his/her signature hereto agrees to the terms and conditions contained in this letter.

Sign here

Historic Northeast Lofts, LLC

By: Jon Arnold
Printed Name: Jonathan Arnold
Title: Manager
Date: 4/22/2020

Bank Contact Information:

Peter Noonan	314-746-3223	Peter.Noonan@CommerceBank.com	(not case sensitive)
Stacy Rubenstein	314-746-3221	Stacy.Rubenstein@CommerceBank.com	(not case sensitive)
Peggy Stepp	314-746-3220	Peggy.Stepp@CommerceBank.com	(not case sensitive)

WA 9280781.2

Berkshire Hathaway Group
of Companies
AFFORDABLE HOUSING PARTNERS, INC.

Hunter Botts
Vice President, Acquisitions
hbotts@berkahp.com
(225) 751-6945

October 30, 2023

Mr. Jonathan Arnold
Historic Northeast Lofts, LLC
5401 Independence Ave
Kansas City, MO 64123

RE: Historic Northeast Development ("the Apartment Complex")
352 Units - Kansas City, MO

Dear Mr. Arnold:

Thank you for providing Affordable Housing Partners, Inc. ("AHP") with the opportunity to work with Historic Northeast Lofts, LLC in the overall development of the Historic Northeast development. As you are aware, AHP is a member of the Berkshire Hathaway Group of Companies, and as such does not rely upon the terms, availability and/or return requirements of an unaffiliated third party upper tier investor.

The purpose of this letter is to set forth certain business terms to be included in a partnership agreement by and between AHP or its affiliate (the "Investment Partnership") and Arnold Development Group or its affiliate (the "General Partner").

The Partnership would be formed to acquire, develop, renovate, construct, own, maintain and operate a 389-unit mixed-use, mixed income apartment community intended for rental to low to moderate income and market rate residents, to be located in Kansas City, Missouri.

1. Capital Contribution. Pursuant to the Partnership Agreement, the Investment Partnership would contribute to the capital of the Partnership the sum of $43,312,000 which equates to $0.83 per Federal Low Income Housing Tax Credit as estimated in paragraph 3.3 below.

2. Representations and Warranties. The Partnership Agreement, and related documents would contain the customary representations and warranties required by the Investment Partnership, which would survive the Closing, including warranties of title, absence of defaults, litigation, liens and undisclosed liabilities, existence of insurance, full compliance with applicable laws including state and federal securities laws, regulatory agreements, environmental regulations and requirements, defect-free construction of the Apartment Complex, authority of the General Partner, financial statements of the General Partner, full disclosure to the Investment Partnership, and the receipt of a credit allocation from the appropriate governmental agency.

3. Additional Terms. The Partnership Agreement would also include the provisions substantially like the following:

3.1 Operations. The General Partner shall cause the Partnership to operate the Apartment Complex in the ordinary course of business and in such a manner that the Apartment Complex shall be eligible to receive low-income housing tax credits pursuant to Internal Revenue Code Section 42 ("Tax Credits") as provided herein and remain in compliance, pursuant to applicable rules.

3.2 Transaction Expenses. The General Partner shall be responsible for the following expenses of this transaction:

a. title insurance policies or endorsements to the existing title insurance policies updating the insurance coverage and, if necessary, increasing the amount of same to the full amount of the appraised value for the Apartment Complex; and

b. legal fees and expenses of the General Partner and the Partnership, including any fees and expenses incurred in connection with obtaining any governmental agency approval and the credit allocation.

3.3 Credit Allocations. Prior to the Closing, the General Partner shall obtain evidence that the Partnership will receive

Federal Low Income Housing Tax Credits in the amount of at least
$52,235,889, based on the assumption that 322 of the 389 units are Low-Income and that 100% of the prospective tenants in Low-Income units will comply with the tests promulgated under Code Section 42(g). If the actual amounts of Federal or State Tax Credits available to the Investment Partnership are reduced, the Capital Contributions of the Investment Partnership will be reduced.

The equity from the Federal Low Income Housing Tax Credits will be contributed on the following schedule: 20% at closing; 30% at 65% completion of construction; and the remaining 50% at construction completion and the development is placed in service.

3.4 Opinion of Counsel. The General Partner shall deliver at the Closing an opinion of counsel concerning customary tax, partnership, real property and compliance matters in the form requested by the Investment Partnership, including, but not limited to, the availability of the Tax Credits.

3.5 Management. The property manager shall certify annually that the Apartment Complex and its tenants are in compliance with all Tax Credit regulations and requirements. If the property manager is an affiliate of the General Partner, the property manager will accrue the management fee to the extent necessary at any time to prevent a default under the construction loan and/or mortgage loan.

3.6 Title Insurance. At the Closing, the General Partner shall deliver to the Investment Partnership a fee title insurance policy, obtained at the General Partner's expense, insuring the Partnership's ownership of the amount of the replacement cost of the Apartment Complex (which amount shall not be less than the aggregate of the principal amount of the Mortgage Loan and the Capital Contributions of the General Partner and the

Investment Partnership), subject only to permitted encumbrances and such other matters consented to in writing by the Investment Partnership.

4. Certain Obligations of the General Partner. The General Partner and its principals will provide the Investment Partner customary guarantees set forth in the Partnership Agreement.

5. Asset Management Fee. The Partnership would pay, as an operational expense of the Partnership, an asset management fee of $10,000 to Affordable Housing Partners, Inc. (or to such other entity as the Investment Partnership shall designate), for an annual review of the operations of the Partnership and the Apartment Complex. Such fee would accrue beginning with the commencement of leasing or marketing activity for the Apartment Complex.

6. Construction Financing. The Investment Partnership has assumed that construction of the Apartment Complex will be financed with a first lien construction loan with the following terms: (i) principal amount $56,527,000; (ii) the rate of interest shall be a market interest rate for comparable loans; (iii) the Construction Loan shall be for a period of not less than 24 months; and (iv) the Construction Loan documents shall contain such other terms as may be consented to by the Investment Partnership.

7. Permanent Financing. The Investment Partnership has assumed that the Apartment Complex will be financed with a first lien mortgage loan with the following terms: (i) principal amount not to exceed $32,201,000, but in no event shall the amount of the Mortgage Loan result in aggregate debt service coverage ratio being less than 1.20, as determined by the Investment Partnership in its good faith discretion; (ii) the rate of interest shall be a fixed market interest rate for comparable loans; (iii) the Mortgage Loan shall be nonrecourse to the Partnership and the General Partner; (iv) the Mortgage Loan shall amortize on a 40-year payment schedule; (v) the maturity date of the Mortgage Loan will be not less than fifteen (15) years from the date of closing of the Mortgage Loan; and (vi) the Mortgage Loan documents shall contain such other terms as may be consented to by the Investment Partnership.

8. Insurance. The General Partner would cause the Partnership to obtain (i) Commercial General Liability insurance, (b) automobile liability insurance, (c) worker's compensation insurance meeting statutory limits, (d) Builder's Risk insurance, (e) property damage insurance and (f) such other insurance and terms as AHP requires as set forth in the Partnership Agreement.

9. Operating Reserves. An operating reserve in the initial amount of $3,800,000 shall be established for the partnership. The operating reserves shall be used exclusively to pay for Operating Deficits after the date of Stabilization.

10. Working Capital Reserves. A working capital reserve in the initial amount of $1,250,000 shall be established for the partnership.

11. Replacement Reserves. Replacement reserves in the amount of $300 per unit per year to be increased annually by three percent (3%) shall be deposited into the replacement reserve from revenues of the Apartment Complex.

12. Investment Partners Due Diligence and Legal Fees. AHP will charge a $75,000 fee to cover its due diligence costs as well as Investment Partnership legal expenses, which will be payable at initial Partnership closing.

13. Conditions to Execution of Partnership Agreement. The Investment Partnership's obligation to execute the Partnership Agreement will be conditioned upon completion of its normal due diligence review and, after such review is completed, the approval of the Investment Partnership's investment committee, in its sole and absolute discretion. In connection with its due diligence, the General Partner agrees to provide the Investment Partnership and its representatives full access to the Apartment Complex and its records.

14. Duration. This Commitment Letter shall remain in effect through March 31, 2024.

Again, thank you for your time and consideration. We look forward to working with you on this development opportunity.

Sincerely,
Affordable Housing Partners, Inc.

By: Hunter Botts
Vice President, Acquisitions

EXHIBIT 13

RELOCATION ASSISTANCE

Policy Name: **Relocation Assistance Policy**

Date Approved: **May 26, 1988**

Resolution Number: **88-09**

Policy Statement: Every person approved by the Commission as a developer of property subject to be acquired by the Tax Increment Financing Commission if furtherance of a Tax Increment Financing plan shall submit to the Commission a relocation plan as part of the developer's redevelopment plan.

(a) The following terms, whenever used or referred to herein, shall have the following meanings:

(i) Designated Occupants. "Designated Occupants" shall mean handicapped displaced occupants and those displaced occupants who are 65 years of age or older at the time of the notice to vacate or who have an income less than the average median income for the metropolitan area as certified annually by the Director of City Development based upon standards established by the Department of Housing and Community Development of Kansas City, Missouri.

(ii) Displaced Business. "Displaced Business" shall mean any business that moves from real property within the development area as a result of the acquisition of such property, or as a result of written notice to vacate such property, or in conjunction with the demolition, alteration or repair of said property, by the Tax Increment Financing Commission pursuant to RSMo. 99.800 et. seq., as amended.

(iii) Displaced Occupant. "Displaced Occupant" shall mean any occupant who moves from real property within the development area as a result of the acquisition of such property, or as a result of written notice to vacate such property, or in connection with the demolition, alteration or repair of said property, by the Tax Increment Financing Commission pursuant to RSM0. 99.800 et. seq., as amended.

(iv) Handicapped Occupant. "Handicapped Occupant" shall mean any occupant who is deaf, legally blind, or orthopedically disabled to the extent that acquisition of other residence presents a greater burden than other occupants would encounter or that modification to the residence would be necessary.

(v) Occupant. "Occupant" shall mean a residential occupant of a building having lawful possession thereof, and further shall include any person in lawful possession, whether related by blood or marriage to any other occupant.

(vi) Person. "Person" shall mean any individual, firm, partnership, joint venture, association, corporation and any life insurance company, organized under the laws of, or admitted to do business in the State of Missouri, undertaking a redevelopment project in a urban renewal area, whether organized for profit or not, estate, trust, business trust, receiver or trustee appointed by any state or federal court, syndicate, or any other group or combination acting as a unit, and shall include the male as well as the female gender and the plural as well as the singular number.

(b) Plan Requirement. Every person approved by the Commission as a developer of property subject to be acquired by the Tax Increment Financing Commission if furtherance of a Tax Increment Financing plan shall submit to the Commission a relocation plan as part of the developer's redevelopment plan.

(c) Contents of Plan. The relocation plan shall provide for the following:

(i) Payments to all displaced occupants and displaced businesses in occupancy at least ninety (90) days prior to the date said displaced occupant or said displaced business is required to vacate the premises by the developer, its assigns or any person seeking acquisition powers under the Tax Increment Financing plan pursuant to RSMo. 99.800 et. seq., as amended; and

(ii) Program for identifying needs of displaced occupants and displaced businesses with special consideration given to income, age, size of family, nature of business, availability of suitable replacement facilities, and vacancy rates of affordable facilities; and

(iii) Program for referrals of displaced occupants and displaced businesses with provisions for a minimum of three (3) suitable referral sites, a minimum of ninety (90) days' notice of referral sites for handicapped displaced occupants and sixty (60) days' notice of referral sites for all other displaced occupants and displaced businesses, prior to the date such displaced occupant or displaced business is required to vacate the premises; and arrangements for transportation to inspect referral sites to be provided to designated occupants.

(iv) Every displaced occupant and every displaced business shall be given a ninety (90) day notice to vacate; provided, however, that the developer may elect to reduce the notice time to sixty (60) days if the developer extends the relocation payments and benefits set forth in subsections (d), (e) and (f) below to any displaced occupant or displaced business affected by said reduction in time.

(d) Payments to Occupants. All displaced occupants eligible for payments under subsection (c)(i) hereof shall be provided with relocation payments based upon one of the following, at the option of the occupant:

(i) A $500.00 payment to be paid at least thirty (30) days prior to the date the occupant is required to vacate the premises; or

(ii) Actual reasonable costs of relocation including actual moving costs, utility deposits, key deposits, storage or personal property up to one month, utility transfer and connection fees, and other initial rehousing deposits including first and last month's rent and security deposit.

(e) Handicapped Displaced Occupant Allowance. In addition to the payments provided in subsection (d) hereof, an additional relocation payment shall be provided to handicapped displaced occupants which shall equal the amount, if any, necessary to adapt a replacement dwelling to substantially conform with the accessibility and usability of such occupant's prior residence, such amount not to exceed Four Hundred Dollars ($400.00).

(f) Payment to Businesses. All displaced businesses eligible for payments under subsection (c)(i) hereof shall be provided with relocation payments based upon the following, at the option of the business:

(i) A $1,500.00 payment to be paid at least thirty (30) days prior to the date the business is required to vacate the premises; or

(ii) Actual costs of moving including costs for packing, crating, disconnecting, dismantling, reassembling and installing all personal equipment and costs for relettering signs and replacement stationery.

(g) Waiver of Payments. Any occupant who is also the owner of premises and any business may waive their relocation payments set out above as part of the negotiations for acquisition of the interest held by said occupant or business. Said waiver shall be in writing and filed with the Commission.

(h) Notice of Relocation Benefits. All occupants and businesses eligible for relocation benefits hereunder shall be notified in writing of the availability of such relocation payments and assistance, such notice to be given concurrent with the notice of referral sites required by subsection (c)(iii) hereof.

(i) Persons Bound by the Plan. Any developer, its assigns or transferees, provided assistance in land acquisition by the Tax Increment Financing Commission, is required to comply with the Executive Director of the Commission. Such certification shall include, among other things, the addresses of all occupied residential buildings and structures within the redevelopment plan area and the names and addresses of occupants and businesses displaced by the developer and specific relocation benefits provided to each occupant and business, as well as a sample notice provided each occupant and business.

(j) Minimum Requirements. The requirements set out herein shall be considered minimum standards. In reviewing any proposed redevelopment plan, the Commission shall determine the adequacy of the proposal and may require additional elements to be provided therein.

EXHIBIT 14

Redeveloper's Affidavit

State of Missouri)
) ss.
County of ________)

COMES NOW, Jonathan Arnold, and being first duly sworn, on his oath states:

1. At all times relevant herein, I have been a Manager of Historic Northeast Lofts LLC, a Missouri limited liability company (the "Redeveloper"), and I make this statement on behalf of the Redeveloper.

2. The Redevelopment Area is legally described on Exhibit 1A of the Historic Northeast Increment Financing Plan.

3. The provisions of subdivision RSMo. § 99.810.1(1) have been met through the information submitted by Redeveloper to the Tax Increment Financing Commission of Kansas City, Missouri and the City of Kansas City, Missouri, and, based upon such information, it is the opinion of the undersigned that the Redevelopment Area is located in a conservation area and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing.

4. The information, statements and averments in this Affidavit are, to the best of my knowledge and belief, true, accurate and complete in all material respects.

HISTORIC NORTHEAST LOFTS LLC,
a Missouri limited liability company

By: ______________________
Name: Jonathan Arnold
Title: Manager

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 1 day of December, 2023.

NOTARY PUBLIC - State of Kansas
Dominic Joseph Avelluto
My Appt. Expires: 6.13.2027

____
Notary Public

My Commission Expires:
6.13.2027

DOMINIC JOSEPH AVELLUTO
Printed Name

414 E. 12th Street
Kansas City, MO
64106

File #: 240258

ORDINANCE NO. 240258

Approving the recommendations of the Tax Increment Financing Commission as to the Historic Northeast Tax Increment Financing Plan; approving the City's contribution of additional EATs generated in the Plan Area; and authorizing the City Manager to enter into a Tax Contribution and Disbursement Agreement with the Kansas City TIF Commission and Historic Northeast Lofts LLC.

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), the City Council of Kansas City, Missouri (the "City Council"), by Ordinance No. 54556 passed on November 24, 1982, and thereafter amended in certain respects by Committee Substitute for Ordinance No. 911076, as amended, passed on August 29, 1991, Ordinance No. 100089, as amended, passed on January 28, 2010, and Ordinance No. 130986, passed on December 19, 2013, Committee Substitute for Ordinance No. 140823, as amended on June 18, 2015, and Committee Substitute for Ordinance No. 230524, passed on June 22, 2023, created the Tax Increment Financing Commission of Kansas City, Missouri (the "Commission"); and

WHEREAS, the Historic Northeast Tax Increment Financing Plan (the "Redevelopment Plan") was proposed to the Commission; and

WHEREAS, the Redevelopment Plan provides for the construction: of (1) approximately 389 multi-family residential units, of which 322 shall be reserved as "affordable housing" for tenants who earn less than 80% of the Kansas City, Missouri median household income, approximately 13,000 square feet of retail space, an approximately 30,000 square foot daycare center and after school program space, and approximately 500 parking spaces (the "Project Improvements"); and (2) the construction or reconstruction of public infrastructure improvements, including, but not limited to, sanitary and storm sewer, utilities, sidewalks, and any other required or desired infrastructure that support and enhance the Project Improvements (collectively, the "Public Improvements"); and

WHEREAS, the proposed Redevelopment Area described by the Redevelopment Plan in which the Project Improvements and Public Improvements shall be constructed is located in an area that is generally bounded by Parretta Drive on the North, Van Brunt Boulevard on the West, East 23rd Street on the South, and I-435 on the East, all in Kansas City, Jackson County, Missouri; and

WHEREAS, after all proper notice was given, the Commission met in a public hearing regarding the Redevelopment Plan at 11:00 AM on December 27, 2023, at which time, after receiving the comments of all interested persons and taxing districts, the Commission approved Resolution No. 12-19-23 (the "Resolution") recommending to the City Council the approval of the Redevelopment Plan; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Council hereby approves the recommendations of the Commission concerning the Redevelopment Plan as set forth in the Resolution.

Section 2. That all terms used in this ordinance, not otherwise defined herein, shall be construed as defined in Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act").

Section 3. That the following described area is hereby designated the Redevelopment Area:

TRACT 1:
BEGINNING at the Northwest corner of Lot H, "Executive Park First Plat"; thence East, along the North line of Lots H and L, to N. Topping Ave.; thence South, along N. Topping Ave., to Parretta Dr.; thence East, along Parretta Dr., to N. Commerce Ave.; thence South and East, along N. Commerce Ave., to the Northeast corner of Tract B, "Executive Park Twenty-First Plat"; thence South, along the East line of Tract B, to E. Front St.; thence East, along E. Front St., to I-435 Hwy.; thence North, along I-435 Hwy., to the Northwest corner of Lot B, "Executive Park Eighteenth Plat"; thence East, along the North lines of Lot B and Lot E, and its extension, to the North-South access road of Kansas City, Missouri Water Services Department at 7600 Front St.; thence South, along the access road, to E. Front St.; thence West, along E. Front St., to the Northeast corner of Lot A, "Executive Park Twenty-Sixth Plat; thence southerly, along the East line of Lot A, to the Northeast corner of "Executive Park Fifty-Fifth Plat"; thence southerly, along the East line of Tract B and Tract A, "Executive Park Fifty-Fifth Plat", to the southern most corner of Tract A; thence southwesterly to the Southeast corner of Lot J, "Executive Park Twenty-Ninth Plat", being a point on the North line of the Kansas City Southern Railroad Yard; thence westerly, along the North line of the Railroad Yard, to N Chouteau Trfy.; thence Northwest, along N Chouteau Trfy., to the Northwest corner of 1315 N Chouteau Trfy.; thence Northeast, along the North line of 1315 N. Chouteau Trfy., to the Northwest corner of 1450 N. Southern Rd.; thence East, along the North line of 1450 N. Southern Rd., to N. Southern Rd.; thence North, along N. Southern Rd., to the POINT OF BEGINNING.

LESS AND EXCEPT:

That part of the Northwest Quarter of Section 25, Township 50, Range 33, in Kansas City, Jackson County, Missouri,

a. Bounded on the West by the East line of a tract of land described in Certificate of Survey recorded as Document No. 2003K0069164, in Survey Book S-8, Page 90;

b. Bounded on the East by the West line of Tract A-3 of Tract A-2, EXECUTIVE PARK NINTH PLAT, according to Lot Split Survey recorded December 17, 1984 as Document No. K-641769 in Survey Book S-1 at Page 245;

c. Bounded on the South by the Northerly line of the right-of-way of the Kansas City Southern Railroad; and

d. Bounded on the North by the Southerly line of East Front Street, as presently established.

AND EXCEPT:

A part of Tract A of EXECUTIVE PARK, NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri, according to the plat thereof, and being further described as follows:

A part of the Northwest Quarter (N W 1/4) of Section 25, Township 50, Range 33, Kansas City, Jackson County, Missouri, more particularly described as follows:

Commencing at the Northwest corner of N.W. 1/4 of Section 25, Township 50, Range 33; thence South 2°22'07" West, along the West line of the N. W. 1/4 of Section 25 a distance at 1319.80 feet, to the Northwest corner of the S. W. 1/4 of the N. W. 1/4 of ,said Section 25; thence South 87°43'23" East along the North line of the South one-half of the N. W. 1/4 of aid Section 25, a distance of 1393.00 feet, thence South 2°16'13" West, a distance of 10.00 feet, to the Point of Beginning, also being the Northwest corner of Lot Split A-2, according to the recorded Lot Split, thereof being on the South right of way line of Front Street, as now established; thence South 87°43'23" East, along said South right of way line a distance of 255.00 feet; thence South 2°16'37" West, a distance of 461.36 feet to a point on the Southerly line of aforementioned Lot Split A-2; thence Northwesterly along the Southerly line of said Lot Split A-2 on a curve to the left, the initial tangent to which bears North 66°50'32" West, radius of said curve, being 3254.93 feet, and an arc distance of 230.4 feet to a point of tangency; thence North 70°53'53" West, continuing along the Southerly line of said lot Split A-2, a distance of 38.68 feet to the Southwest corner of said lot Split A-2; thence North 2°16'37" East, along the West line of said Lot Split A-2, a distance of 375.74 feet to the point of beginning.

Now known as: Tract A-3 of Tract A-2, EXECUTIVE PARK, NINTH PLAT, according to Lot Split Survey recorded December 17, 1984 as Document No. K-641769 in Survey Book S-1 at Page 245.

ALSO DESCRIBED BY CURRENT SURVEY:

All that part of the Northwest Quarter of Section 25, Township 50 North, Range 33 West of the 5th Principal Meridian, in Kansas City, Jackson County, Missouri, and all that part of LOT SPLIT TRACT A- 3 & TRACT A-4 OF TRACT A-2, EXECUTIVE PARK NINTH PLAT, more particularly described as follows:

Beginning at the Northeast corner of Tract A-3 of said lot split, said corner also being on the South Right-of-Way line of East Front Street, as now established; thence South 02°16'29" West, along the East line of said Tract A-3, a distance of 461.36 feet, to a point on a non-tangent curve, said point also being on the Northerly Right-of-Way line of Kansas City Southern Railroad; thence Northwesterly, departing said East line, along said Northerly Right-of-Way line, and along said curve to the left, having a radius of 3,254.93 feet, a central angle of 04°03'21 ", and whose initial tangent bearing is North 66°50'40" West, a distance of 230.41 feet; thence North 70°54'01" West, continuing along said North Right-of-Way line, a distance of 138.60 feet, to a point of curvature; thence Northwesterly, continuing along said North Right-of-Way line, and along said curve to the left, having a radius of 2,300.08 feet, a central angle of 13°44'26", a distance of 551.61 feet, to a point on the East line of a tract of land described in a Certificate of Survey recorded as Document No. 2003K0069164 in Survey Book S-8, Page 90; thence North 02°16'29" East, departing said Northerly Right-of-Way line, and along said East line, a distance of 251.68 feet, to the Northeast corner of said tract of land; thence North 87°43'31" West, departing said East line, along the North line of said tract of land, a distance of 99.87 feet, to a point on the South Right-of-Way line of said East Front Street, said point also being the Northeast corner of Tract F, EXECUTIVE PARK THIRD PLAT, recorded in Book 33, Page 102; thence North 02°16'29" East, departing said North line, and along said South Right-of-Way line, a distance of 10.00 feet; thence South 87°43'31" East, continuing along said South Right-of-Way line, a distance of 737.54 feet; thence South 02°16'29" West, continuing along said South Right-of-Way line, a distance of 10.00 feet; thence South 87°43'31" East, continuing along said South Right-of-Way line, a distance of 255.00 feet, to the Point of Beginning.

AND EXCEPT:

Tract C, EXECUTIVE PARK, THIRD PLAT, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, EXCLUDING that part described as the North 408 feet of the West 300.00 feet of Tract C, as platted in EXECUTIVE PARK, THIRD PLAT, Document Number K-210190 filed October 18, 1973, in Plat Book 33 at Page 102. ALSO EXLUDING that part of Tract C. EXECUTIVE PARK, THIRD PLAT, a subdivision of land, and part of the Northwest 1/4 of the Northwest 1/4 of Section 25, Township 50 North, Range 33 West, Kansas City, Jackson County, Missouri, and all being more particularly described as follows: Commencing at the Northwest corner of said Section 25, thence South 2 degrees 22 minutes 07 seconds West, along the West line of said Section 25, a distance of 813.01 feet; thence South 87 degrees 44 minutes 03 seconds East, a distance of 4.75 feet, to the True Point of Beginning of the tract of land herein described; said point being on the East line of Tract "C-1" of Tract C, EXECUTIVE PARK, THIRD PLAT, as shown on the Lot Split Survey filed for record as Document No. K-334498, in Book S- 1, at Page 29; thence South 2 degrees 15 minutes 57 seconds West, along said East line and its Southerly prolongation a distance of 396.79 feet to a point on the South line of said Tract C, a distance of 300 feet East of the Southwest corner thereof, said point also being on the North right-of-way line of Front Street, as now established; thence South 87 degrees 43 minutes 23 seconds East, along the North right-of-way line of said Front Street and its Easterly prolongation, a distance of 439.08 feet; thence North 2 degrees 15 minutes 57 seconds East, parallel to the East line of said Tract C, a distance of 396.87 feet; thence North 87 degrees 44 minutes 03 seconds West, parallel to the North line of said Tract C, a distance of 439 08 feet to the point of beginning. FURTHER EXCLUDING that portion of Lot C, EXECUTIVE PARK, THIRD PLAT, described as Beginning at the intersection of the north right-of-way line of Front Street and the East right-of-way line of North Topping Avenue; thence North along the East right-of-way line of North Topping Avenue, a distance of 20 feet; thence Southeasterly to a point on the North right- of-way Line of Front Street which is 20 feet East of the point of beginning, measured along North right-of-way line of Front Street; thence West 20 feet along the North right-of-way line of Front Street to the point of beginning.

AND EXCEPT:

A tract of land in the East One-Half of Section 25, Township 50, Range 33, being part of Tract G, EXECUTIVE PARK, TWENTY-NINTH Plat, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, filed October 22, 1986, as Document No. K0685388 in Plat Book K-36 at Page 53, in the Office of the Recorder of Deeds for Jackson County, Missouri, more particularly described as follows:

Beginning at the Southeast corner of said Tract G; thence South 67 degrees 15' 07" West, along the South line of said Tract G, a distance of 318.44 feet to the Southwest corner of said Tract G; thence North 22 degrees 44' 53" West along the West line of said Tract G, said line also being the Easterly right-of-way line of North Cambridge Ave., as now established, a distance of 275.83 feet; thence North 67 degrees 15' 07" East, a distance of 311.78 feet, to a point on the East line of said Tract G; thence South 19 degrees 03' 17" East, along the East line of said Tract G, said line also being the Westerly right-of-way line of Interstate Highway No. 435, as now established, a distance of 15.26 feet; thence South 24 degrees 25'

37" East continuing along said East line of Tract G, said line also being the Westerly right-of-way line of Interstate Highway No. 435, a distance of 260.71 feet, to the point of beginning;

Now also being known as Tract G-1, CERTIFICATE OF SURVEY, LOT SPLIT-TRACT F1 OF TRACTS F AND G, AND TRACT G1 OF TRACT G, EXECUTIVE PARK, TWENTY-NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri.

AND EXCEPT:

All that part of Tract H, EXECUTIVE PARK, TWENTY-NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri, more particularly described as follows:

Beginning at the Northeast corner of said Tract H; thence South 24 degrees 25' 37" East, along the Easterly line of said Tract H, a distance of 134.53 feet; thence South 67 degrees 15' 07" West, a distance of 322.28 feet, to a point on the Easterly Right-of-Way line of North Cambridge Avenue, as now established; thence North 22 degrees 44' 53" West, along said Right-of-Way line, a distance of 134.47 feet; thence North 67 degrees 15' 07" East, a distance of 318.44 feet, to the point of Beginning. Being also known as Tract H-2 of LOT SPLIT, TRACTS H-I & H-2 OF TRACT H, EXECUTIVE PARK TWENTY-NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri.

AND EXCEPT:

All that part of Tract C, EXECUTIVE PARK TWENTY-NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri, being more particularly described as follows:

Beginning at the Northwest corner of said Tract C, said point also being on the South Right-of-Way line of Universal Avenue, as now established; thence South 63°25'1O" East, along said South Right-of-Way line, and along a curve to the left, having a radius of 230.00 feet, and a central angle of 08°35'29", a distance of 34.49 feet; thence South 17°59'03" West, departing said South Right-of-Way line, a distance of 306.02 feet, to a point on the South line of said Tract C; thence North 63°25'1O" West, along said South line, a distance of 232.59 feet to the Southwest corner of said Tract C; thence North 26°34'50" East, departing said South line, along the West line of said Tract C, a distance of 300.00 feet; thence South 63 degrees 23' 53" East along said South Right-of-Way line of Universal Avenue, 152.48 feet to the point of beginning, also described as Lot 1 on Minor Subdivision Lot Split recorded July 12, 2018 as Document No. 2018E0060881, in Book 47, Page 23.

AND EXCEPT:

All that part of Tract B, EXECUTIVE PARK, TWENTY-NINTH PLAT, a subdivision of land in the City of Kansas City, Jackson County, Missouri, described as follows:

Beginning at the Southeasterly corner of said Tract B; thence North 63 degrees 23 ' 53" West, along the Southwesterly line of said Tract B, a distance of 161 .00 feet; thence North 26 degrees 36' 07" East, a distance of 300.00 feet, to a point on the Northeasterly line of said Tract B; thence South 63 degrees 23' 53" East along the said Northeasterly line, a distance of 161.00 feet, to the Northeasterly corner of said Tract B; thence South 26 degrees 36' 07" West, along the Southeasterly line of said Tract B, a distance of 300.00 feet to the point of beginning.

Being also known as Tract B-2 of Certificate of Survey Lot Split, Tracts B-1 & B-2 of Tract B, EXECUTIVE PARK TWENTY-NINTH PLAT, a subdivision in Kansas City, Jackson County, Missouri.

TRACT 2:
BEGINNING at the intersection of E. 12th St. and Van Brunt Blvd.; thence North, along Van Brunt Blvd., to E. 9th St.; thence easterly to the Southwest corner of Lot 20, "Rosenthal's Re-Survey of Bloomfield Addition"; thence North, along the West line of Lot 20, to the Northwest corner of Lot 20; thence East, along the North line of Lot 20 and it's extension, to the Northwest corner of Lot 37, "Clairmont"; thence East, along the North line of Lots 37 to 48, "Clairmont" and it's extension, to Denver Ave.; thence North, along Denver Ave., to E. 8th St.; thence East, along E. 8th St., to the northerly extension of the East line of Lot 34, "Collins' Addition"; thence South, along the East line and it's extension, to the Southwest corner of Lot 33, "Collins' Addition"; thence East, along the South line of Lots 33 to 25, to Hardesty Ave.; thence North, along Hardesty Ave., to E. 6th St.; thence West, along E. 6th St., to the southerly extension of the West line of Lot 33, "Commissioners Plat of Forest Park"; thence North, along the West line of Lot 33 and it's extension, to a point of the South line of "McDonald's 024-0049"; thence West, along the South line of "McDonald's 024-0049" to the Southeast corner of Lot 14, "Commissioners Plat of Forest Park"; thence West, along the South line of Lots of Lots 3 to 17 and it's extension, to Denver Ave.; thence West to the Southeast corner of Lot 1, "Old Orchard"; thence West, along the South line of Lots 1 to 11 and it's extension, to Brighton Ave.; thence West to the Southeast corner of Lot 1, "Bloomfield Addition"; thence West, along the South line of Lots 1 to 6, to Van Brunt Blvd.; thence North, along Van Brunt Blvd., to Independence Ave.; thence West, along Independence Ave., to Van Brunt Blvd.; thence North, along Van Brunt Blvd., to the Northwest corner of Lot 10, Block 6, "South Abington"; thence East, along the North line of Lots 10 to 19, Block 6, "South Abington", to Chelsea Ave.; thence South, along Chelsea Ave., to Independence Ave.; thence East, along Independence Ave., to Denver Ave.; thence North, along Denver Ave., to the Northwest corner of Lot 14, Block 3, "La Veta Place; thence East, along the North line of Lots 14 to 10, Block 3, "La Veta

Place", to Colorado Ave.; thence North, along Colorado Ave., to the Northwest corner of Lot 15, Block 4, "La Veta Place"; thence East, along the North line of Lots 15 and 9, Block 4, "La Veta Place", to Hardesty Ave.; thence North, along Hardesty Ave., to the Northwest corner of Lot 1, "Walgreens No. 25"; thence East, along the North line of Lot 1, to Drury Ave.; thence South, along Drury Ave., to the Northwest corner of Lot 28, Block 6, "Maplewood"; thence East, along the North line of Lots 28 to 18, Block 6, Lots 28 to 18, Block 7, and Lots 28 to 18, Block 8 to Topping Ave.; thence North, along Topping Ave., to Thompson Ave.; thence East, along Thompson Ave., to White Ave.; thence South, along White Ave. and it's extension, to the South line of the Kansas City Terminal Railroad; thence easterly, along the South line, 7900 feet I-435 highway; thence southerly, along I-435, to E. Winner Rd.; thence East, along E. Winner Rd., to Donnelly Ave.; thence North, along Donnelly Ave., to the Northwest corner of Lot 21, Block 26, "Washington"; thence East, along the North line of Lots 21 and 17, Block 26, and it's extension to the Northwest corner of Lot 17, Block 27, "Washington"; thence East, along the North line of Lots 17 and 14, Block 27, to Booth Ave.; thence South, along Booth Ave., to the Southeast corner of Lot 1, "Robin's Quiktrip"; thence West, along the South line of Lot 1, to Wallace Ave.; thence North, along Wallace Ave., to E. Winner Rd.; thence West, along E. Winner Rd., to I-435; thence southerly, along I-435, to E. 23rd Trfy.; thence West, along E. 23rd Trfy. To Manchester Trfy.; thence North, along Manchester Trfy., to the Big Blue River; thence West and Southwest, along the Big Blue River, to the Burlington Northern Santa Fe (BNSF) Railroad; thence northerly, along the BNSF railroad, to the Northeast corner of Corrington Park; thence westerly and North, along the North line of Corrington Park , to the Southwest corner of Lot 29, Block 10, "Manchester"; thence North, along the West line of Lots 29 to 12, Block 10, to a point on the South line of Lot 6, Block 10; thence West, along the South line of Lots 6 to 1, Block 10, to Corrington Ave.; thence North, along Corrington Ave., to the Southeast corner of Lot 1, Block 3, "Clinton Place"; thence West, along the South line of Lots 1 to 11, Block 3, and it's extension, to the Southeast corner of Lot 1, Block 4, "Clinton Place"; thence West, along the South line of Lots 1 to 11, Block 4, to Winchester Ave.; thence North, along Winchester Ave., to E. Independence Ave.; thence West, along E. Independence Ave., to Fremont Ave.; thence South, along Fremont Ave., to E. 7th St.; thence West, along E. 7th St., to Winner Rd.; thence Southwest, along Winner Rd., to a point on the East line of Lot 5, Block 2, "Westminster"; thence South, along the East line of Lot 5, Block 2, to E. 11th St.; thence West, along E. 11th St., to Winner Rd.; thence southwesterly, along Winner Rd., to E. 12th St.; thence West, along E. 12th St., to Van Brunt Blvd. and the POINT OF BEGINNING.

TRACT 3:

BEGINNING at the intersection of E. Truman Rd. and Van Brunt Blvd.; thence North, along Van Brunt Blvd., to the Northwest corner of Lot 56, "Brighton Park"; thence East, along the North line of Lots 56 to 61, and Lots 107 to 109, to the Northwest corner of Lot 160, "Hardesty Park"; thence East, along the North line of Lots 160 to 158, 105 to 100, and 47 to 42, to Hardesty Ave.; thence North, along Hardesty Ave., to a point 100 feet South of the Southwest corner of Lot 16, "Hardesty Place"; thence East , parallel to the South line of Lot 16, 300 feet; thence South to the Northwest corner of Lot 18, "Melba Park"; thence East, along the North line of Lot 18 and it's extension, to the West line of Lot 7, "Melba Park"; thence South, along the West line of Lots 7 to 4, to the Northwest corner of Lot 3; thence East, along the North line of Lot 3, to Oakley Ave.; thence North, along Oakley Ave., to the Northwest corner of Lot 10, "Chalmette Resurvey"; thence East, along the North line of Lot 10 and 24, "Chalmette Resurvey", to Lawndale Ave.; thence North, along Lawndale Ave., to the Northwest corner of Lot 41, "Chalmette Resurvey"; thence East, along the North line of Lot 41, to the Northeast corner of Lot 41; thence South, along the East line of Lots 41 to 44 and Lot 48, to a point 120 feet North of the Southwest corner of Lot 1, "Chalmette"; thence East, along a line 120 feet North of and parallel with the South line of Lot 1, to Topping Ave.; thence South, along Topping Ave., to the Northwest corner of Lot 13, Block 4, "Belmont Heights"; thence East, along the North line of Lots 13 to 24, Block 4, and Lots 13 to 24, Block 3, "Belmont Heights", to Belmont Ave.; thence East to the Northwest corner of Lot 227, "Roland"; thence East, along the North line of Lots 227 to 246, Lots 265 to 284, "Roland", to Bennington Ave.; thence North, along Bennington Ave., to E. 14th St.; thence East, along E. 14th St., to Winchester Ave.; thence South, along Winchester Ave., to the Southeast corner of Lot 1, "Quiktrip Store No. 0204"; thence West, along the South line of Lot 1, to the Southwest corner of Lot 1, also being the Northwest corner of Lot 2, "Quiktrip Store No. 0204"; thence South, along the West line of Lot 2, to the North line of "Collings & Byers First Add.; thence West, along the North line, to Ewing Ave.; thence North, along Ewing Ave., to E. 15th Terr.; thence West, along E. 15th Terr., to Topping Ave.; thence South, along Topping Ave., to E. 16th St.; thence West, along E. 16th St., to Hardesty Ave.; thence North, along Hardesty Ave., to E. Truman Rd.; thence West, along E. Truman Rd., to Van Brunt Blvd. and the POINT OF BEGINNING.

Section 4. That the City Council hereby finds that:

(a) The Redevelopment Area as a whole is a conservation area, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan;

(b) The Redevelopment Plan sets forth in writing a general description of the program to be undertaken to accomplish the objectives of the Redevelopment Plan and includes the estimated redevelopment project costs, the anticipated sources of funds to pay the costs, evidence of the commitments to finance the project costs, the anticipated type and term of the sources of funds to pay costs, the anticipated type and terms of the obligations to be issued, the most recent equalized assessed valuation of the property within the Redevelopment Area which is to be subjected to payments in lieu of taxes and economic activity taxes, an estimate as to the equalized assessed valuation after implementation of the improvements contemplated by the Redevelopment Plan, and the general land uses to apply in the Redevelopment Area;

(c) The Redevelopment Plan conforms to the City's KC Spirit Playbook and the applicable Area Plan;

(d) The area selected for the Redevelopment Project Area includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Project Improvements;

(e) The estimated dates of completion of the respective Redevelopment Project and retirement of obligations incurred to finance Redevelopment Project Costs have been stated in the Redevelopment Plan, and are not more than twenty-three (23) years from the passage of any ordinance approving a Redevelopment Project authorized by the Redevelopment Plan and located within the Redevelopment Area;

(f) A plan has been developed for relocation assistance for businesses and residences;

(g) A cost-benefit analysis showing the impact of the implementation of the Redevelopment Plan on each taxing district at least partially within the boundaries of the Redevelopment Area has been prepared in accordance with the Act;

(h) The Redevelopment Plan does not include the initial development or redevelopment of any gambling establishment; and

(i) A study has been completed and the findings of such study satisfy the requirements provided under Section 99.810.1 of the Act.

Section 5. That the Commission is authorized to issue obligations in one or more series of bonds secured by the Special Allocation Fund(s) established in connection with each Redevelopment Project described by the Redevelopment Plan to finance Redevelopment Project Costs and, subject to any constitutional limitations, to acquire by purchase, donation, lease or eminent domain, own, convey, lease, mortgage, or dispose of, land or other property, real or personal, or rights or interests therein, and grant or acquire licenses, easements and options with respect thereto, all in the manner and at such price the Commission determines, to enter into such contracts and undertake all such further actions as are reasonably necessary to achieve the objectives of the Redevelopment Plan, as amended, pursuant to the power delegated to it in the Enabling Ordinances. Any obligations issued to finance Redevelopment Project Costs shall contain a recital that they are issued pursuant to Sections 99.800 through 99.865, RSMo, which recital shall be conclusive evidence of their validity and of the regularity of their issuance.

Section 6. That pursuant to the provisions of the Redevelopment Plan, the City Council approves the pledge of all payments in lieu of taxes and economic activity taxes generated within Redevelopment Projects that are deposited into the Special Allocation Fund(s) established in connection with each Redevelopment Project described by the Redevelopment Plan to the payment of Redevelopment Project Costs and authorizes the Commission to pledge such funds on its behalf.

Section 7. That the City Council herby agrees to provide additional funding for payment of certain certified redevelopment project costs identified by the TIF Plan, by committing, subject to annual appropriation and subject to actual collection, in addition to revenues available under the TIF Act, a defined portion of certain tax revenues realized by the City and generated in the Redevelopment Area that are not otherwise captured by the TIF Act as more particularly described in the Tax Contribution and Disbursement Agreement (the "Additional City EATs"), in an amount not to exceed $189,543,356, payable over a period not to exceed thirty (30) years.

Section 8. That the City Manager is authorized to execute a Tax Contribution and Disbursement Agreement with the Commission and Historic Northeast Lofts LLC regarding the utilization of tax contributions for the payment of Redevelopment Project Costs. A copy of the Tax Contribution and Disbursement Agreement is attached hereto in substantial form.

Section 9. That the City Clerk shall send a copy of this ordinance to the County Clerk and County Commission of Jackson County, Missouri.

Approved as to form:

for Emalea Kaye Black
Associate City Attorney

SEAL OF KANSAS CITY MISSOURI INCORPORATED 1850

Authenticated as Passed

Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

MAR 2 1 2024
Date Passed