

**APPLICATION FOR APPROVAL
OF
THIRD AMENDMENT
TO THE
AMENDED AND RESTATED DEVELOPMENT PLAN
OF
BEACON HILL REDEVELOPMENT CORPORATION**

Proposed by the City of Kansas City, Missouri
Submitted by Beacon Hill Redevelopment Corporation

October 31, 2019

Revised and Resubmitted November 13, 2019

I. BACKGROUND

The following is an application for approval of a Third Amendment to the Amended and Restated Development Plan (the **“Third Amendment”**) of Beacon Hill Redevelopment Corporation, an urban redevelopment corporation of Missouri organized under and pursuant to the Urban Redevelopment Corporation Act of 1945, as amended (the **“Redeveloper”**). This Third Amendment is being submitted by the Redeveloper at the direction and request of the City of Kansas City, Missouri (the **“City”**).

Specifically, *the sole purpose of this Third Amendment is to extend the expiration date for the stages of the Project.* As a precursor to the subject matter of this Third Amendment, the following background is provided.

Pre-Plan Activities

In 1999, the City of Kansas City, Missouri (the **“City”**) initiated planning and redevelopment activities in an area known as “Beacon Hill,” which area is generally bounded by 22nd Street on the north, 27th Street on the south, Troost on the west, and Martin Luther King Boulevard (formerly known as Paseo Boulevard) and Vine Street on the east (**“Beacon Hill”**).

Subsequently, the City designated the Redeveloper as the exclusive holder of the development rights to the Beacon Hill area, pursuant to a request for proposals issued for the planning and redevelopment of the Beacon Hill area.

On August 1, 2000, Redeveloper and the Housing and Economic Development Financial Corporation (**“HEDFC”**) entered into a Predevelopment Services Agreement (the **“2000 Predevelopment Agreement”**) wherein Redeveloper agreed to undertake various predevelopment activities in Beacon Hill, and HEDFC, the majority owner of property within Beacon Hill, agreed to provide certain lending and perform certain development activities on behalf of the City, in furtherance of that certain Cooperative Contract by and between the City and HEDFC dated February 1, 2000 (the **“Cooperative Contract”**).

2001: LCRA Plan

On January 25, 2001, in furtherance of the 2000 Predevelopment Agreement and the Cooperative Contract, the Redeveloper received an urban renewal area designation from the Land Clearance for Redevelopment Authority (**“LCRA”**) pursuant to a plan of redevelopment (the **“LCRA Plan”**). The City approved the LCRA Plan, pursuant to Ordinance No. 001637. This action determined, among other things, that the property described in the LCRA Plan was blighted, authorized eminent domain, and granted ten years of property tax abatement.

The approved LCRA Plan achieved the following:

- Added 120 parcels in two areas and one parcel in a third area to the Hospital Hill URA.
- Placed 345 parcels within the acquisition category
- Awarded redevelopment project rights to the Redeveloper
- Incorporated the proposed land use plan and implementation recommendations of the Beacon Hill Task Force established by the Mayor's Office in 1998.

2002: Original 353 Plan

On November 30, 2001, pursuant to the Urban Redevelopment Corporations Law, Missouri Revised Statutes Section 353.010, et seq. (the "**353 Law**"), the Redeveloper filed a development plan (the "**Original 353 Plan**") with the City for an area that was nearly the same as the LCRA Plan, but with the addition of the southwest corner of 27th Street and Troost Avenue and removal of portions north of 22nd Street (the "**Redevelopment Area**"). The purpose of the Original 353 Plan was to increase the term of tax abatement for improvements within the Beacon Hill project area from the 10 year abatement term available pursuant to the approved LCRA Plan to the 25 year term of abatement available under the 353 Law.

In 2002, the City Council rezoned the Redevelopment Area to District URD (Urban Redevelopment District), approved the URD development plan, and approved the Original 353 Plan for the approximately 94-acre Redevelopment Area (as specifically described in the Original 353 Plan) which included:

- a maximum of 180 townhomes, 105 new single-family homes, 60 Single Family infills, 85 Single Family Rehabilitated units, 80 multifamily new, and proposed "Granny flats"
- a Community Center and two churches
- mixed use commercial and open space areas

The Original 353 Plan identified 100 existing housing units within the Redevelopment Area. Of them, 53 were owner occupied to remain, 44 were to be rehabilitated and sold by the Redeveloper, and the remainder would be demolished and rebuilt with new homes. The Original 353 Plan stated that all construction would commence between 2002 and 2006, and would be completed by 2007.

In accordance with the 353 Law, the Original 353 Plan included a blight study of the Redevelopment Area which had been prepared by the City. On May 23, 2002, the City approved a finding of blight, pursuant to Committee Substitute for Ordinance No. 020442. Substantial public funds were appropriated and committed to implement the objectives of the Original 353 Plan. Such funds included, for example, a \$1.25 million Brownfield Economic Development Initiative Grant secured to address the myriad of Brownfield environmental concern identified in the City's 1999 Phase I assessment.

On June 3, 2002, the Redeveloper entered into a Chapter 353 Redevelopment Contract with the City (the "**Original 353 Contract**") to implement the Original 353 Plan. The Original 353 Contract was dated June 3, 2002 and recorded in the Jackson County Department of Records (the "**Office of the Recorder**") on August 17, 2004, as Document No. 2004K0055517.

2004 HEDFC Receivership

By 2004, Redeveloper had completed many of the predevelopment activities contemplated by the 2000 Predevelopment Agreement with HEDFC and the Original 353 Plan. To document the ongoing initiatives of the Cooperative Contract and, following Redeveloper's award of master developer rights, the development requirements set forth in the Original 353 Plan, Redeveloper and HEDFC executed a contract ("**HEDFC Contract**") on July 22, 2004.

Shortly thereafter, on August 11, 2004, the City's auditor issued a report on the role of HEDFC in implementing the City's housing program. Subsequently, HEDFC was placed into a federal receivership under Order dated May 16, 2005, by the United States District Court for the Western District of Missouri, Western Division (the "**Court**"), Case No. 05-00368-CV-W-GAF. The City also terminated its Cooperative Contract with HEDFC.

The receivership effectively halted Redeveloper's ability to implement the Original 353 Plan. The majority of the Redevelopment Area which was owned by HEDFC was placed in limbo while the assets, debts and obligations of HEDFC were identified and amassed by the receiver. Redeveloper was unable to enforce performance of HEDFC's obligations under the 2000 Predevelopment Agreement, and the initiatives of the Cooperative Contract were extinguished by its termination.

2006 Development Contract and City Funding

In 2006, the City was provided a notice by the Department of Housing and Urban Development ("**HUD**") listing discrepancies in the City's housing programs that needed to be resolved (the "**HUD Notice**"). To address the issues described in the HUD Notice and reinforce the City's support of the Original 353 Plan during the pendency of the receivership, on July 6, 2006, the City, through Ordinance No. 060370, authorized the Kansas City, Missouri Homesteading Authority (the "**Homesteading Authority**") to enter into a Development Contract with Redeveloper (the "**2006 Development Contract**").¹

The purpose of the 2006 Development Contract, specifically, was to set forth a framework in which Redeveloper would deliver services determined by the EDC as necessary to assist the City in fulfilling its obligations under the Original 353 Plan, following the transfer by HEDFC to Homesteading Authority of all of HEDFC's fee simple ownership interest in the Redevelopment Area, and the issues identified in the HUD Notice. In consideration for such master developer services, the City agreed in the 2006 Development Contract to pay Redeveloper a fixed development fee, and to incrementally fund various infrastructure improvements within the Redevelopment Area.

¹ The 2006 Contract was amended on April 23, 2012, by the City, BHD and the Economic Development Corporation of Kansas City, Missouri (the "**EDC**"), as successor-in-interest to the Homesteading Authority, to update the terms pursuant to which BHD and the EDC would implement and continue redevelopment activities in the Beacon Hill Redevelopment Area (the "**2006 Contract First Amendment**"). The 2006 Contract First Amendment was approved by the City Council pursuant to Ordinance No. 120198, and was further amended by a Second Amendment to Contract No. 07064 on February 12, 2014 (the "**2006 Contract Second Amendment**").

As to the latter, on July 7, 2006, the City passed Resolution No. 060747, where the City reiterated its support of the Original 353 Plan and commitment to finance the public infrastructure improvements and reconstruction costs in the Redevelopment Area, in an approximate principal amount not to exceed \$20,100,000 over a five-year period. The City's commitment was subject to annual appropriation and paid through the Water Fund, Stormwater Fund, Sewer Fund, sales taxes, Community Development Block Grant funds, and other City resources.

Although Redeveloper's master developer rights continued under the Original 353 Plan pursuant to the Original 353 Contract, the 2006 Development Contract augmented Redeveloper's rights by creating a myriad of service provider obligations to the City and the Homesteading Authority.

2007 Service Contract with HEDFC; Covenants

In 2007, Redeveloper and its for-profit affiliate, Beacon Hill Developers, LLC ("**BHD**") entered into a Predevelopment Services Agreement with HEDFC (the "**2007 Service Contract**").

Similar to the 2006 Development Contract with the Homesteading Authority, the 2007 Service Contract required Redeveloper and BHD to provide services to HEDFC, to ensure HEDFC abided by the requirements of the Original 353 Plan, until HEDFC conveyed all of its fee simple ownership interest in the Redevelopment Area to the City, the Homesteading Authority, or such other designee.

In connection with the 2007 Service Contract, under the direction of the City and the HEDFC receiver, Redeveloper and BHD helped formulate Declarations of Covenants, Conditions and Restrictions (the "**HEDFC Covenants**"). The HEDFC Covenants, dated January 25, 2007, set forth the material requirements of the Original 353 Plan and Redeveloper's rights and obligations thereunder. The HEDFC Covenants were recorded with the Office of the Recorder on February 15, 2007 as Document No. 2007E0021493, and required that all properties owned by HEDFC would be held, sold, used and conveyed subject to the terms and requirements of the Original 353 Plan.

Likewise, on February 12, 2007, the City filed a Declaration of Covenants, Conditions and Restrictions which were recorded in the Office of the Recorder on February 15, 2007, as Document No. 2007E002149 (the "**City Covenants**"). The City Covenants — nearly identical in form to the HEDFC Covenants — were imposed by the City upon all City-owned property in the Redevelopment Area. The City Covenants required that all properties owned by the City in the Redevelopment Area would be held, sold, used and conveyed subject to the terms and requirements of the Original 353 Plan.

2008 Housing Authority Activities

In December of 2008, the Housing Authority of Kansas City, Missouri ("**HAKC**") was awarded 2009 low-income housing tax credits by the Missouri Housing Development Commission ("**MHDC**") to implement an affordable rate, workforce housing development plan (the "**HAKC Project**") for a part of the eastern portion of the Redevelopment Area. The HAKC Project contemplated the demolition and/or rehabilitation of single family dwellings, construction of 27

three-bedroom and 18 two-bedroom single family townhome dwellings, and construction of a clubhouse. To further support the HAKC Project, MHDC, in August 2009, awarded HAKC additional HAKC Project financing with Tax Credit Exchange Funds allocated to Missouri through the American Recovery Reinvestment Act. To be implemented, the HAKC Project required an amendment to the Original 353 Plan, to alter the proposed land use and density of this portion of the Redevelopment Area.

2009: Amendment and Restatement of Original Plan

On September 4, 2009, Redeveloper submitted an application to the City for approval of an Amended and Restated Development Plan (the “**2009 Plan**”) which amended and restated the Original 353 Plan to accommodate the HAKC Project. Because the Original 353 Plan was revisited for a project amendment, the 2009 Plan also modified the Original 353 Plan to, among other things:

- Revise the development plan for a 5-acre area located south of 25th Terrace, west of Vine Street, north of 27th Street and east of Martin Luther King Boulevard
- Acknowledge the ongoing involvement of HEDFC and the receivership in the Redeveloper’s and City’s ability to implement the Original 353 Plan
- Provide significant modifications and updates to Original 353 Plan and reference Redeveloper’s 2000 Predevelopment Agreement with HEDFC and its purpose to assist in implementing the City Cooperative Contract
- Extend the dates by which construction was required to be completed by the Redeveloper and its successors and assigns.

The 2009 Plan specifically acknowledged the HEDFC receivership as the lynchpin for project completion:

Phase	Commencement of Activity	Performance Time Limit/ Completion of Activity	Type of Activity within Phase
1A	Upon conclusion of HEDFC Receivership and confirmation by City of funds for infrastructure construction	5-6 years following commencement	Demolition and/or rehabilitation of single dwellings; construction of new townhome and single-family dwellings; construction of infill single-family dwellings.
1B			Demolition and/or rehabilitation of single family dwellings; construction of new townhome and single-family dwellings; construction of infill single-family dwellings, and construction by third-party developer of new multi-family townhome and flats.
2A	2004	2006	Rehabilitation of Robinson Hospital.
2B	Upon conclusion of	4-5 years following commencement	Demolition of single family dwellings; construction of new townhome and single-family dwellings.
3			

Phase	Commencement of Activity	Performance Time Limit/ Completion of Activity	Type of Activity within Phase
4	HEDFC Receivership and confirmation by City of funds for infrastructure construction	4-5 years following commencement	Demolition; construction of new townhome and single-family dwellings.
5			Construction of new commercial structure by Redeveloper or City approved third party.
6			Rehabilitation of existing and construction of new commercial structures by Redeveloper or City-approved third party.

On September 10, 2009, the City adopted Ordinance No. 090770, which, among other things, renewed the blight determination of the Redevelopment Area, to provide a path to fulfil the Original 353 Plan. On December 3, 2009, the 2009 Plan, inclusive of the HAKC Project, was approved by the City, pursuant to Committee Substitute for Ordinance No. 090947.

To implement the 2009 Plan approved by the City, the City and Redeveloper amended the Original 353 Contract by executing a Chapter 353 Redevelopment Contract dated March 30, 2010 (the “**Amended 353 Contract**”). The Amended 353 Contract was recorded with the Office of the Recorder on April 2, 2010, as Document No. 2010E0030903.

2011: HEDFC Receivership Termination; Service Contract Amendment

On January 6, 2011, the Court issued an Order and Directions for Termination of Receivership for the transfer and disposition of HEDFC assets to the City (the “**HEDFC Order**”). Thereafter, pursuant to Ordinance No. 120198 adopted by the City on March 8, 2012, the City authorized execution of a First Amendment to the 2007 Service Contract with BHD (the “**2012 Service Contract**”). The 2012 Service Contract was thereafter submitted to HUD for approval as the primary development agreement for the Beacon Hill Redevelopment Area.² On October 30, 2013 the Court ended the Receivership.

2013: Memorandum of Agreement with HUD

As a requirement for ending the Receivership of HEDFC, on March 21, 2013, the City Council approved Ordinance No. 130200 authorizing the City Manager to enter into a “Memorandum of Agreement for the Completion of Activities Under Federal Receivership and Ongoing Administration of the CDBG and HOME Programs” (the “**HUD MOA**”) with the Department of Housing and Urban Development (“**HUD**”). The HUD MOA requires the City to complete various urban housing projects and activities until 2023 or until HUD releases the City from the HUD MOA. The HUD MOA between HUD and the City was executed on April 1, 2013.

² On January 23, 2018, concurrently with the dissolution of BHD, the 2006 Contract Second Amendment was assigned by BHD to the Redeveloper, pursuant to an Assignment and Assumption Agreement among the EDC, BHD, and the Redeveloper.

Among other things, the HUD MOA consists of, among other things (1) a description of corrective actions the City must take to resolve urban housing deficiencies; (2) remedies to HUD, in the event the City fails to meet performance measures; (3) a list of projects and individual parcels with specific benchmarks for completion; and (4) a process for releasing the HUD MOA, as projects are completed and objectives are satisfied.

The locus of many of the foregoing requirements is the “Greater Downtown Strategy Area” and, specifically, the Beacon Hill Redevelopment Area. Section III of the HUD MOA requires the City to address conditions that resulted in the designation of Beacon Hill as a blighted area in order to satisfy the national objective requirements set forth at 24 C.F.R. 570.208(b)(1). HUD identifies the City’s performance of these objectives as time sensitive performance measures.

Since 2013, the City, in cooperation with other public agencies, the Redeveloper and private developers, has made impressive strides toward achieving the performance measures and milestones delineated in the HUD MOA. Despite these efforts and the reduction of blighting influences from the Beacon Hill Redevelopment Area, the City’s work on the performance measures continues. Pursuant to the HUD MOA, the City’s work will continue *at least* until 2023, the earliest date on which the City’s performance obligations under the HUD MOA may be deemed by HUD as satisfied.

2014: First Amendment of 2009 Plan

In 2014, the Redeveloper submitted an application to the City for approval of an amendment of the 2009 Plan (the “**First Amendment**”).

The purpose of the First Amendment was to remove property owned by the University of Missouri, a Missouri public corporation, for the benefit of the University of Missouri-Kansas City (“**UMKC**”) from the Redevelopment Area, and exclude the UMKC property (the “**Released Property**”) from the benefits and obligations of the 2009 Plan. By doing so, the Released Property could be put to institutional use, rather than the residential uses contemplated by the 2009 Plan, and be released from Redeveloper’s rights and all other requirements and obligations of the 2009 Plan.

The termination of the Redeveloper’s rights as to the Released Property, and the release of the Released Property from the 2009 Plan, was summarized in a First Amendment to Redevelopment Contract(the “**First Contract Amendment**”). The First Contract Amendment was approved by the City pursuant to Ordinance No. 141027, passed December 11, 2014, and executed by the Redeveloper and the City on December 31, 2014. The First Contract Amendment was recorded in the Office of the Recorder as Document No. 2017E0093880, on October 13, 2017. Removal of the Released Property was also acknowledged in an Irrevocable Waiver and Release Agreement recorded with the Office of the Recorder as Document No. 2013E0099271.

2017: Second Amendment of the 2009 Plan

In 2017, the 2009 Plan was amended for the purposes of, among other things, authorizing Beacon Hill Hotel Partners, LLC (the “**Hotel Developer**”) to develop a 93-room limited service hotel and

related improvements (the “**Hotel Project**”), and acknowledge the assignment of Redeveloper’s rights to the Hotel Project to the Hotel Developer, and the Hotel Developer’s assumption thereof (the “**Second Amendment**”). The Second Amendment also amended the 2009 Plan to remove the site of the Hotel Project from Phases 3 and 5 of the 2009 Plan, create a new Phase 7 for the Hotel Project, and establish a project commencement and completion schedule for Phase 7 as Spring 2018 to Spring 2020, respectively. The Second Amendment also modified the previously approved District UR development plan submitted by the Hotel Developer for the Hotel Project which was approved by City Ordinance No. 160490 on July 14, 2016.

Pursuant to Committee Substitute for Ordinance No. 170629 approved by the City on August 24, 2017, the City confirmed the exclusion of the Released Property from the 2009 Plan. On August 31, 2017, with the recommendation of the Kansas City Chapter 353 Advisory Board (the “**Advisory Board**”), pursuant to Ordinance No. 170645, the City approved the Second Amendment and entered into a Second Amendment, Assignment, and Assumption Agreement (the “**Second Contract Amendment**”). The Second Contract Amendment was recorded in the Office of the Recorder as Document No. 2018E0029881, on April 10, 2018.

2018 Development Contract

On January 6, 2018, the City and Redeveloper entered into that certain Development Contract Between Neighborhoods and Housing Services Department and Redeveloper (Contract No. 2018-0069) (the “**2018 Development Contract**”).

The purpose of the 2018 Development Contract was to update the framework through which the City, working with Redeveloper, would implement the remaining phases of the 2009 Plan, as contemplated by the HUD MOA. The 2018 Development Contract superseded and replaced the 2006 Development Contract, in its entirety. The 2018 Development Contract set forth a detailed scope of services which Redeveloper was required to provide to the City, and the obligations of the City required to support Redeveloper to act upon the matters identified in the HUD MOA, and the perimeters of the 2009 Plan, as amended by the First Amendment and the Second Amendment (hereinafter, the “**Redevelopment Plan**”). Such services include, by way of example and not of limitation, Redeveloper acting as the City’s agent in connection with the review and design of projects undertaken by third-party developers and private homeowners, to ensure all such designs, and the implementation and use of the various projects, conform and adhere to the City Development Covenants and the HEDFC Covenants, as amended (together, the “**Development Covenants**”) and the Redevelopment Plan.

The 2018 Development Contract reiterated that Redeveloper’s status as the master developer of the Redevelopment Area authorized by the Original 353 Plan, as amended, had substantially evolved. Both as a result of the Receivership, the HUD MOA, and due to changed and updated legal, development and economic conditions, Redeveloper’s serves now only as a third-party contractor to the City.

On January 5, 2019, the City and Redeveloper entered into a new Development Contract between the Neighborhoods and Housing Services Department and Redeveloper (the “**2019 Development Contract**”), pursuant to which Redeveloper agreed to provide services to the City, to assist the

City in implementing the final stages of the Redevelopment Plan. The 2019 Development Contract remains in full force and effect, as of the date of this Third Amendment.

Miscellaneous Land Use Amendments

The Redevelopment Area, as amended by the First Amendment, the Second Amendment, and this Third Amendment (the “**2019 Redevelopment Area**”) has been the subject of eleven urban redevelopment district rezoning and/or development plan (“**URD**”) applications which have received City Council approval. The effect of some of these URD applications modified the recommended land use under the Redevelopment Plan. These include the URD cases identified below:

Beacon Hill URD Amendments				
URD #	Ordinance No.	Description		
1	12708URD	Original URD	020443	Case No. 12708-URD – CS Ordinance No. 020443 passed May 23, 2002, rezoned the subject 94 acre area from Districts, C3a2 (Intermediate business, high buildings, district), C-2 (Local retail business district), C-1 (Neighborhood retail business district) and R-4 (Low apartment district) to District URD (Urban redevelopment district) and the approval of a development plan for mixed uses. Note: This was the original approved URD development plan.
2	12708URD1	Amendment to allow for the construction of the nine building, 45 unit townhome project at the SE corner of the project and revised the phasing.		Case No. 12708-URD-1 - CS Ordinance No. 090851, 020443 passed December 3, 2009, approved an amendment to a development plan District URD (Urban redevelopment district) and the approval of a development plan for mixed uses. This amendment allowed for the construction of the nine building, 45 unit townhome project at the SE corner of the project and revised the phasing.
3	12708UR1			
4	12708-URD-2	Amendment for Student Housing Development	130324	Case No. 12708-URD-2 – Ord. No. 130324, passed May 9, 2013, approved an amendment to a previously approved development plan amendment in District UR (Urban redevelopment district) to allow for UMKC student housing, adds a 35,000 SF grocery store and revises the land use totals in the district.
5	12708UR2A			
6	12708UR2A1			
7	12708-UR-3	Amendment to allow for a hotel (with a commercial component) and further to add single family homes in lieu of townhomes in select locations.	160490	Case No. 12708-UR-3 – Ord. No. 160490, passed July 14, 2015, approved an amendment of a previously approved development plan in District UR (Urban redevelopment district) relating to the specific land use on about 1.5 acres generally located east of Troost Avenue and north of E 24th Street and south of Bruce R. Watkins Drive to allow for a hotel and further to add single family homes in lieu of townhomes in select locations.
8	12708-UR-4	Amendment at the northeast corner of 27th and Troost from grocery to retail and adding apartments, and to add single family homes in select locations	170565	Case No. 12708-UR-4 – About 94 acres generally bounded by 22nd Street on the north, Bruce R. Watkins Drive and The Paseo on the east, 27th Street and about 100 feet south of 27th Street at Troost Avenue on the south and Troost Avenue and about 150 feet west of Troost Avenue at 27th Street on the west – to consider the approval of a development plan amendment in District UR (urban redevelopment district) relating to changing the general configuration of Forest Avenue, amending the proposed land use at the northeast corner of 27th and Troost from grocery to retail and adding apartments, and to add single family homes in select locations. Commission recommended approval on May 16, 2017. Ordinance 170565 was passed August 10, 2017.
9	12708UR4A1			
10	12708-UR-5	Amendment to reconfigure 4 acres in an area generally bounded by E. 22nd Street on the north, E. 23rd Street on the south, The Paseo on the east and Bruce R. Watkins Drive on the west, creating 31 residential lot	180385	Approving an amendment to a previously approved development plan (also serving as a preliminary plat) in District UR (Urban Redevelopment) on approximately 95 acres generally bounded by 22nd Street on the north, Bruce R. Watkins Drive and The Paseo on the east, 27th Street and about 100 feet south of 27th Street at Troost Avenue on the south and Troost Avenue and about 150 feet west of Troost Avenue at 27th Street on the west, relating to changing the configuration of approximately 4 acres in an area generally bounded by E. 22nd Street on the north, E. 23rd Street on the south, The Paseo on the east and Bruce R. Watkins Drive on the west, creating 31 residential lots. (12708-UR-5)
11	CD-CPC-2018-00177	Amendment to construct 248 apartment units for the 25th & Troost project	180977	Rezoning approximately 5 acres generally located on the block between Troost Avenue and Forest Avenue, 25th and 26th Streets, from District UR to District UR, and approving a major amendment to a previously approved development plan to allow for construction of a 10 building, 248-unit multi-family development. (CD-CPC-2018-00177)

In addition to the foregoing URD cases, various land use density and lot reconfigurations which deviate slightly from the approved Redevelopment Plan have been authorized administratively by the Director of City Planning and Development, without amending the Redevelopment Plan. This Third Amendment incorporates those City-approved URD cases and administratively approved land use density and lot reconfigurations by reference. A letter from the Director of City Planning and Development confirming the administrative approvals which are incorporated into this Third Amendment is attached and incorporated by reference as **Appendix A**.

II. THE THIRD AMENDMENT OF AMENDED AND RESTATED PLAN.

Redeveloper, at the request of the City, hereby submits this Third Amendment for consideration and adoption.

A. Enclosed Documents.

Section 74-3(b) of the Kansas City, Missouri Code of Ordinances (the “**Code**”) states that “*any urban redevelopment corporation proposing an amendment to a previously approved development plan shall submit those documents required by subsection 74-3(a) as are relevant to the proposed amendment, together with the required filing fee, to the Kansas City Chapter 353 Advisory Board.*” This Third Amendment is being proposed at the request of the City, so the criteria of the Code do not expressly apply to this Third Amendment. Further, as stated in the introduction, Third Amendment is being submitted solely to extend the “stages of the project.” Therefore, the documents and information required by Chapter 74 are inapplicable. Nonetheless, in the text below, the Redeveloper addresses documentation related to the Third Amendment:

1. **Blight Study.** Section 74-3(a)(1) of the Code requires Redeveloper to submit a blight study of the Redevelopment Area. A Blight Study of the Redevelopment Area was approved by City pursuant to the Original 353 Plan and again, in connection with the 2009 Plan. Since that time, the City, working alongside the Redeveloper and other developers, has overseen the implementation of numerous projects designed to eliminate blight from the Redevelopment Area. Those projects, with some exceptions, are the subject of a parcel area development agreement between the Redeveloper and the applicable project owner, and thus remain in the Redevelopment Area for the purpose of development contract implementation. Notwithstanding those completed or in progress projects, several pockets of blight identified in the Original 353 Plan and confirmed in connection with the 2009 Plan remain. Therefore, an updated blight study is not required for this Third Amendment.

2. **Development Plan.** Section 74-3(a)(2) of the Code requires Redeveloper to submit a modified development plan for the Redevelopment Area. See Section II below for information about the modified development plan (the “**2019 Redevelopment Plan**”). Existing and proposed land uses are depicted on **Appendix B**, attached and incorporated herein, which replaces all prior depictions thereof. Because Redeveloper now serves as the master service Redeveloper to the City, third-party developers and property owners in the 2019 Redevelopment Area, the 2019 Redevelopment Plan is prepared and submitted based upon the City’s and Redeveloper’s knowledge and information available upon the date of this submittal. The specific

costs associated with implementing the individual component projects set forth in the conceptual 2019 Redevelopment Plan will be developed by the party pursuing the project, and coordinated with the City and the Redeveloper, as a master service provider to the City. Such parties may include, among others, the City and its agencies, third-party developers, and property owners in the 2019 Redevelopment Area.

3. Tax Impact Analysis. Section 74-3(a)(3) requires Redeveloper to submit a tax impact analysis to each political subdivision within the area encompassed by the development plan. A tax impact analysis is not applicable to a conceptual redevelopment plan which does not identify specific projects or include detailed project budgets. Therefore, a tax impact analysis cannot be prepared and is not relevant to this Third Amendment. Each individual project seeking 353 tax abatement, other than single family residential developments, have and will continue to submit a tax impact analysis to the Advisory Board for consideration.

4. Notice of Tax Impact. Section 74-3(a)(4) requires Redeveloper to certify that Redeveloper has given written notice of the development plan and the tax impact analysis to each person or entity having any recorded property interest and to each occupant and business in the 2019 Redevelopment Area, at the address of such occupant or business within the area encompassed by the 2019 Redevelopment Plan. Pursuant to Section 3 above, a tax impact is excluded from the certification and is therefore not relevant to this Third Amendment. Because there is no tax impact analysis being made for this Third Amendment, Redeveloper's certification is that it is providing a written notice of the development plan amendment as described in Paragraph 5, below. Notwithstanding the absence of a tax impact analysis, Redeveloper is providing a written notice of the development plan amendment to each of the taxing districts, in accordance with 74-3(a)(4). A certification of Redeveloper's notice to the taxing districts appears below the Redeveloper's execution of this Third Amendment on page 17, below.

5. Notice of Development Plan. Section 74-3(a)(5) requires Redeveloper to certify that it has given written notice of this Third Amendment to each person or entity having any recorded property interest and to each occupant and business in the project area at the address of such occupant or business within the area encompassed by the 2019 Redevelopment Plan. Each person or entity having any recorded property interest and each occupant and business in the project area received notice of the Original 353 Plan, and all material amendments. Because the extension of the term of the 2019 Redevelopment Plan is ministerial and being undertaken only for the City to continue to implement the HUD MOA, it does not substantively change the Redevelopment Plan in any other aspect or diminish any rights of any occupant or business in the 2019 Redevelopment Area. Therefore, to date, individual notices have not been distributed. However, before submitting this Third Amendment to the Advisory Board, representatives of the City and Redeveloper met with representatives of the HOA and the neighborhood associations to describe the extension contemplated by this Third Amendment, as well as the administrative amendments referenced in the "Miscellaneous Land Use Amendments," above. Following final City Council approval of this Third Amendment, the City, by and through the Redeveloper, will cause notices of the 2019 Redevelopment Plan extension to be provided to the HOA, the neighborhood associations, and all commercial occupants in the Redevelopment Area. If the Third Amendment is not approved by the City Council, a similar notice will be provided

regarding the impending expiration of the Redevelopment Plan. By signing this Third Amendment, Redeveloper is making the referenced certifications.

6. Prevailing Wage. Pursuant to Section 74-3(a)(6), a certification that Redeveloper will, in its capacity as a master service provider, cause to be paid prevailing wages as established by Sections 290.210 to 290.340, RSMo, subject to the exception that the payment of prevailing wages shall not be required for the construction or rehabilitation of single-family housing, attached or detached, which will be owner-occupied after the completion of the construction or rehabilitation. By signing this Third Amendment, the Redeveloper recertifies the foregoing, and warrants that each parcel development agreement executed for any future development project in the 2019 Redevelopment Area will include the above-referenced provisions and requirements.

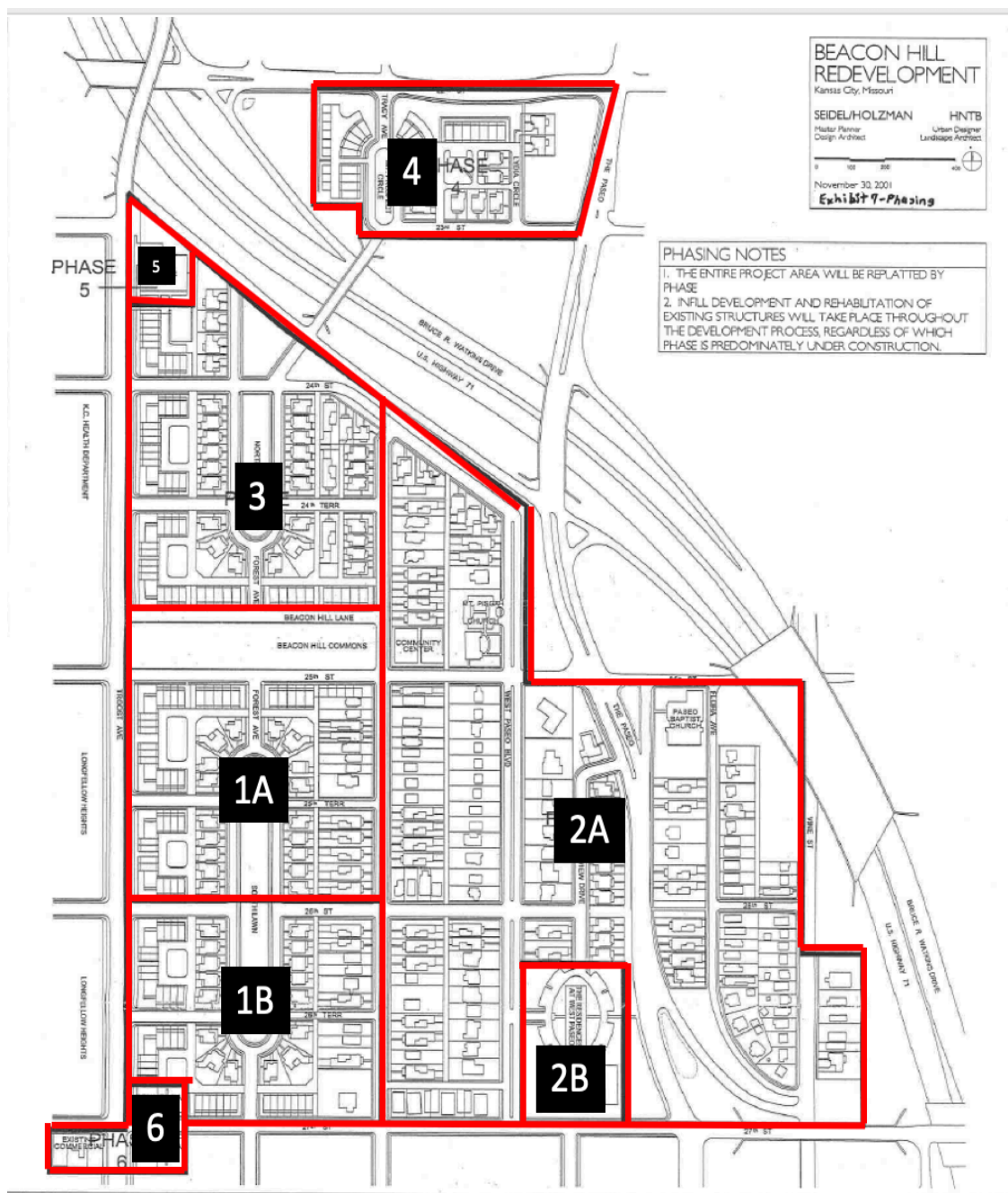
7. M/WBE Participation. Pursuant to Section 74-3(a)(7), a certification that Redeveloper will, in its capacity as a master service provider, cause require each party undertaking a project in the 2019 Redevelopment Area to require such party's applicable contractors to comply with the requirements of city's minority and women's business enterprise program as contained within Sections 3-421 to 3-469 of the Code, and construction employment program as contained within Sections 3-501 to 3-525 of this Code, as the same may be amended and re-codified from time-to-time. By signing this Third Amendment, Redeveloper recertifies the foregoing, and warrants that each parcel development agreement executed for any future development project in the 2019 Redevelopment Area will include the above-referenced provisions and requirements.

8. But-For Analysis. Pursuant to Section 74-3(a)(8), a certification that Redeveloper will, in its capacity as a master service provider, cause require each party undertaking a project in the Redevelopment Area to prepare and submit a budget, tax impact analysis, and sufficient financial information to the Advisory Board, to enable the Committee to determine whether the proposed development project in the Redevelopment Area would be financially viable without the assistance requested in the applicable project application, and to determine the amount of financial assistance needed, if any, to fill any gap in financing to make the proposed project financially feasible. The Redeveloper recertifies the foregoing, and warrants that each parcel development agreement executed for any future development project in the Redevelopment Area will include the above-referenced provisions and requirements.

B. Items Included in 2019 Redevelopment Plan. In accordance with Section 74-3(c), set forth below and incorporated by reference into this Third Amendment are the following items for the 2019 Redevelopment Plan:

1. ***Legal description.*** A legal description of the 2019 Redevelopment Area is attached and incorporated as **Appendix C.** A map showing the boundaries of the 2019 Redevelopment Area is attached and incorporated as **Appendix D.** **Appendix C** and **Appendix D** replace Exhibits 8 and 11 to the 2009 Plan, respectively.

2. **Stages of project.** The 2009 Plan identified the phasing schedule for the Redevelopment Area in six phases³:



A. **Completed Stages of Project.** As of the date of this Third Amendment, the following portions of each stage of the Redevelopment Plan referenced in the map above have been completed:

³ The Second Amendment combined portions of Phases 3 and 5 to create a Phase 7, with its separate commencement and completion dates.

Phase	Address	Completed
3	2404 Forest	2013
1A	2554 Tracy	2014
3	2401 Forest	
	2415 Forest	
	2411 Forest	
1A	2552 Tracy	2015
3	2412 Forest	
	2436 Tracy	
	2432 Forest	
	2436 Forest	
	2405 Forest	
	2416 Forest	
	2408 Forest	
2A	2425 Tracy	2016
	2445 Tracy	
	2545 Tracy	
	2601 Tracy	
3	2439 Forest	
	2419 Forest	
	2432 Tracy	
	2434 Tracy	
	2435 Forest	
	2427 Forest	
	2428 Forest	
	2440 Forest	

Phase	Address	Completed
1A	2548 Tracy	2018
	2546 Tracy	
1B	2604 Tracy	
2A	2629 Tracy	
	2547 Tracy	
	1300 E 27th St	
3	2420 Forest	
	2400 Forest	
	1208 Beacon Hill Lane	
3	1204 Beacon Hill Lane	2019
	2423 Forest	

B. Proposed Stages of Project.

Any Phases, or portions thereof, described by the 2009 Plan which remain incomplete as of the date of this Third Amendment are hereby consolidated into one new phase, Phase 8. Due to the nature of the 2019 Redevelopment Plan (and implementation in conjunction with the HUD MOA), it is not possible to designate separate stages or projects within Phase 8 of the 2019 Redevelopment Plan for the 2019 Redevelopment Area with separate commencement and completion dates. The individual component projects are undefined and will be developed by the party pursuing the project, in coordination with Redeveloper acting in its capacity as the master service provider to the City. Any commencement and completion dates for each such stage or project will be set by the City at the time the stage or project is identified.

Notwithstanding the foregoing, based upon the City’s performance measures under the HUD MOA, Redeveloper anticipates that substantially all of the 2019 Redevelopment Area will conform to the 2019 Redevelopment Plan on or before March 31, 2023, the earliest possible expiration date of the HUD MOA (the “**Initial Extension Term**”).

If HUD does not terminate the HUD MOA, in writing, upon the expiration of the Initial Extension Term, the Initial Extension Term will automatically continue until the earlier of six (6) years following the expiration of the Initial Extension Term or the date on which the HUD MOA is terminated by HUD (the “**Final Extension Term**”). Commencement of the Final Extension Term will be self-executing but will be evidenced by a written notice of such extension filed with the Office of the Recorder by the Director of Neighborhoods and Housing Services.

Upon the expiration of the Initial Extension Term or Final Extension Term, as applicable, any property owner in the 2019 Redevelopment Area which has commenced and not completed, or has not commenced a project shall seek assistance from the LCRA, in connection with the LCRA Plan, to obtain real property tax abatement for ameliorating blight from such owner's property. Although redevelopment through the LCRA pursuant to the LCRA Plan after expiration of the Final Extension Term may not be subject to the oversight of the Redeveloper, it will require adherence to any and all ongoing requirements of the Development Covenants.

3. *Property to be demolished.* There are no existing commercial buildings or improvements in the 2019 Redevelopment Area which Redeveloper anticipates will be demolished. Existing single-family dwellings may be subject to demolition in connection with individual component projects in the 2019 Redevelopment Area completed by the property owners and third-party developers. As set forth above, the individual component projects are undefined and will be developed by the party pursuing the project, in coordination with Redeveloper acting in its capacity as the master service provider to the City.

4. *Property not to be demolished.* There are no properties within the 2019 Redevelopment Area which are planned to be preserved or protected from demolition.

5. *Building renovation.* There are no existing commercial buildings or improvements in the 2019 Redevelopment Area which Redeveloper anticipates will be repaired or altered. Existing single-family dwellings may be subject to repair and alteration, in connection with individual component projects in the 2019 Redevelopment Area completed by the property owners and third-party developers. As set forth above, the individual component projects are undefined and will be developed by the party pursuing the project, in coordination with Redeveloper acting in its capacity as the master service provider to the City.

6. *New construction.* The type, number and character of each new residential, commercial and industrial building or other type of improvement to be erected or made for individual component projects in the 2019 Redevelopment Area is not relevant to this Third Amendment and cannot be provided with specificity at this time, for the reasons stated in Section II.2 above.

7. *Amenities.* The amenities of any proposed project plan for individual component projects in the 2019 Redevelopment Area is not relevant to this Third Amendment and cannot be provided with specificity at this time, for the reasons stated in Section II.2 above.

8. *Property for public agencies.* There are no undeveloped and blighted portions of the 2019 Redevelopment Area which are proposed to be sold, donated, exchanged or leased a public agency.

9. *Zoning changes.* To protect against blighting influences, each individual component project that is proposed in the 2019 Redevelopment Area will either be within an existing UR case, as the same may be amended from time to time, or will be independently rezoned to UR by the applicable project developer, in coordination with the Redeveloper, in its capacity as the master service provider to the City.

10. *Street changes.* All proposed changes in streets or street levels and alleys, any proposed street closings, and any changes which would have to be made to streets or alleys

adjoining or near the 2019 Redevelopment Area have been completed in connection with prior UR and platting efforts. No additional street amendments are currently proposed, but may be proposed in connection with any UR amendment described in Section 9 above.

11. *Dwelling accommodations.* Since passage of the Original 353 Plan, many of the existing dwelling accommodations in the Redevelopment Area have been rehabilitated. To the extent any such dwellings remain, Redeveloper will cause the owners of such properties to execute a parcel development agreement as a condition to receiving tax abatement. Because Redeveloper is serving only as a master service provider and is not the redeveloper of a specific project, a schedule of the rentals, vacancies, and the names and addresses of occupants is not relevant to this Third Amendment and cannot be provided by Redeveloper.

12. *Housing and business relocation.* Redeveloper does not anticipate the displacement of any existing housing accommodations to implement the 2019 Redevelopment Plan. If an individual component project for the 2019 Redevelopment Area proposes displacement of an existing resident, the City's relocation policy shall apply. In connection with such project, Redeveloper will coordinate project implementation in strict conformance with the requirements of the City, subject to applicable laws and in accordance with the requirements of Redeveloper's 2019 Development Contract.

13. *Proposed housing.* The character, type and quality of construction, approximate number of units, approximate rentals and approximate date of availability of proposed dwelling accommodations, if any, to be furnished during construction and upon completion of the redevelopment for individual component projects in the 2019 Redevelopment Area is not relevant to this Third Amendment and cannot be provided with specificity at this time, for the reasons stated in Section II.2 above.

14. *Financing.* The method of financing the costs to implement the 2019 Redevelopment Plan through individual component projects is not relevant to this Third Amendment and cannot be provided with specificity at this time, for the reasons stated in Section II.2 above. However, for any specific project requiring Advisory Board review, Redeveloper shall advise any proposed project developer to include as a part of its application to the Advisory Board a financing statement which complies with Code Section 74-3(c)(14).

15. *Management.* The management of each individual component project in the 2019 Redevelopment Area is not relevant to this Third Amendment and cannot be provided with specificity at this time, for the reasons stated in Section II.2 above. However, for any specific project requiring Advisory Board review, Redeveloper shall advise any proposed project applicant to include as a part of its application to the Advisory Board a statement of the management plan for the proposed project, as required by Code Section 74-3(c)(15).

16. *Property ownership.* The property in the 2019 Redevelopment Area is owned by the City or its agencies and private parties. Redeveloper's ownership of property in the 2019 Redevelopment Area occurs only if and when Redeveloper effectuates tax abatement for individual component project owners. Redeveloper does not otherwise own any property in the 2019 Redevelopment Area.

17. *Eminent domain on behalf of proponents of plan.* Redeveloper does not propose to purchase or acquire any property by eminent domain. Notwithstanding the foregoing,

the City, either itself or by and through one of its agencies, will cure title discrepancies when Redeveloper has identified that such action is necessary to assemble parcels or cure boundary or other disputes which are needed to remove blight and implement the 2019 Redevelopment Plan. If such title cure is acceptable to the City, Redeveloper will work with the City to define a legal description of the real property owned, or proposed to be purchased or to be acquired by eminent domain, and the reasons why acquisition by condemnation is appropriate. Any property in the 2019 Redevelopment Area acquired through eminent domain will be acquired in the name of the City or its agency, for the benefit of the City, and in furtherance of the City obligations identified in the HUD MOA.

18. *Assignment of plan.* If Redeveloper seeks to assign all or any portion of its rights or obligations under the 2019 Redevelopment Plan, Redeveloper and the proposed assignee will present the purpose, terms and condition of such assignment to the City Council for its consideration and approval, so the City Council may ensure that the intention and purpose of the 2019 Redevelopment Plan will, in fact, be carried out in accordance with such Plan by the assignee of redevelopment rights.

19. *Certificate of incorporation.* A copy of Redeveloper's certificate of incorporation issued by the Missouri Secretary of State is included in the Original 353 Plan. The Redeveloper is in good standing in the State of Missouri, as of the date of this Third Amendment, and a current certificate of good standing is attached to this Third Amendment as **Appendix E**.

20. *Affirmative action plan.* Redeveloper, any assignee of Redeveloper, and any individual commercial developer seeking the benefits applicable to the 2019 Redevelopment Area as a result of the 2019 Redevelopment Plan will require the applicable contractors and subcontractors providing services to each independent component project to have a program to encourage the participation of all individuals, regardless of race, color, creed, sex or age, in all aspects of implementing the applicable component project. In its capacity as the master service provider to the City, Redeveloper will require such affirmative action programs as a condition of receiving the potential benefits afforded by the 2019 Redevelopment Plan.

21. *Other Information - City-Approved Amendments.* The Redeveloper proposes that any change in UR land use or a lot configuration hereinafter approved by the City Council or administratively by the Director of City Planning and Development be deemed approved and incorporated into the 2019 Redevelopment Plan, without direct amendment of the 2019 Redevelopment Plan, provided that such specific land use was contemplated in the 2019 Redevelopment Plan, as set forth on **Appendix B** attached to this Third Amendment, and so long as such lot configuration is consistent with the Development Covenants and applicable laws.

III. LIST OF APPENDICES

- Appendix A: Administrative Approval Confirmation
- Appendix B: 2019 Redevelopment Plan – Land Uses
- Appendix C: Legal Description of 2019 Redevelopment Area
- Appendix D: Depiction of 2019 Redevelopment Area
- Appendix E: Current Certificate of Good Standing

REDEVELOPER:

Beacon Hill Redevelopment Corporation



By: _____

Name: Daniel F. Musser

Title: President

CERTIFICATION OF NOTICES TO TAXING DISTRICT

The undersigned, Beacon Hill Redevelopment Corporation, hereby certifies that notice of the filing of this Third Amendment has been deposited in the regular United States mail, postage prepaid, addressed to each political subdivision whose boundaries for ad valorem tax purposes include any portion of the redevelopment area as required by Section 74-3(a)(4) of the Ordinance of Kansas City, Missouri. Due to the nature of the proposed Third Amendment, a tax impact analysis is not required to be mailed to each political subdivision within the area encompassed by the Third Amendment. The following is a list of all political subdivisions to which notices were sent and their addresses.

TAXING DISTRICT	ADDRESS
City of Kansas City, Missouri	<div>Troy Schulte City Manager City of Kansas City, Missouri 414 East 12th Street Kansas City, MO 64106</div> <div>Kerrie Tyndall Director of Economic Dev. City of Kansas City, Missouri 414 East 12th Street Kansas City, MO 64106</div> <div>Tammy Queen Director of Finance 414 East 12th Street Kansas City, MO 64106</div> <div>Jeffrey Williams, Director Director of Planning & Dev. 414 East 12th Street Kansas City, MO 64106</div>
Jackson County, Missouri	<div>Caleb Clifford Office of the County Executive Jackson County, Missouri 415 E. 12th Street, 2nd Floor Kansas City, MO 64106</div>
Kansas City Public Library	<div>Debbie Siragusa Kansas City Public Library 14 West 10th Street Kansas City, MO 64105</div>
County Clerk	<div>County Clerk Jackson County, Missouri 415 E. 12th Street Kansas City, MO 64106</div>

TAXING DISTRICT	ADDRESS	
Jackson County Director of Assessment	Jackson County Director of Assessment 415 E. 12 th Street Kansas City, MO 64106	
Kansas City Public Schools	Shanna Long Kansas City Public Schools 2901 Troost Avenue Kansas City, MO 64109	Shannon Jaax Kansas City Public Schools 2901 Troost Avenue Kansas City, MO 64109
Metropolitan Community Colleges	Juana Leonard Director of Corporate College Metropolitan Community Colleges 1775 Universal Avenue Kansas City, MO 64120	
Developmental Disability Services	Everett “Jake” Jacobs Developmental Disability Services 8511 Hillcrest Road, Suite 300 Kansas City, MO 64138	
Blind Pension Fund	Ruth Peterson Blind Pension Fund 301 W. High Street Jefferson City, MO 65101	
Jackson County Mental Health Fund	c/o Jere H. "Robbie" Gorman Jackson County Mental Health Fund 1627 Main Street, Suite 500 Kansas City, MO 64108	
Kansas City Zoological District	Linda Falk, Chief Financial Officer Kansas City Zoological District 6800 Zoo Drive Kansas City, MO 64132	
Department of Economic Development	Mike Lanahan Department of Economic Development P.O. Box 1157 Jefferson City, MO 65101	

Beacon Hill Redevelopment Corporation

By: _____
Name: Daniel F. Musser
Title: President

APPENDIX A

Administrative Approval Confirmation



DEVELOPMENT MANAGEMENT DIVISION

15th Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106

kcmo.gov/planning

November 06, 2019

Re: **CD-AA-2019-00085 -**

Dear :

Staff has reviewed the above-referenced case, and subject to the authority granted by the zoning and development code, renders the following determination:

Approval

Staff's determination is final unless appealed. All conditions imposed, if any, are available on the following page(s).

PLEASE READ CONDITIONS CAREFULLY as some or all of the conditions imposed may require action on your part to proceed to the next step.

- If revised plans are required, you must make such revisions and upload the revised plans prior to proceeding to the next step.

If you have any questions, please contact me at Jamie.Hickey@kcmo.org or 816-513-8816

Sincerely,

Jamie Hickey
CPDM Lead Planner

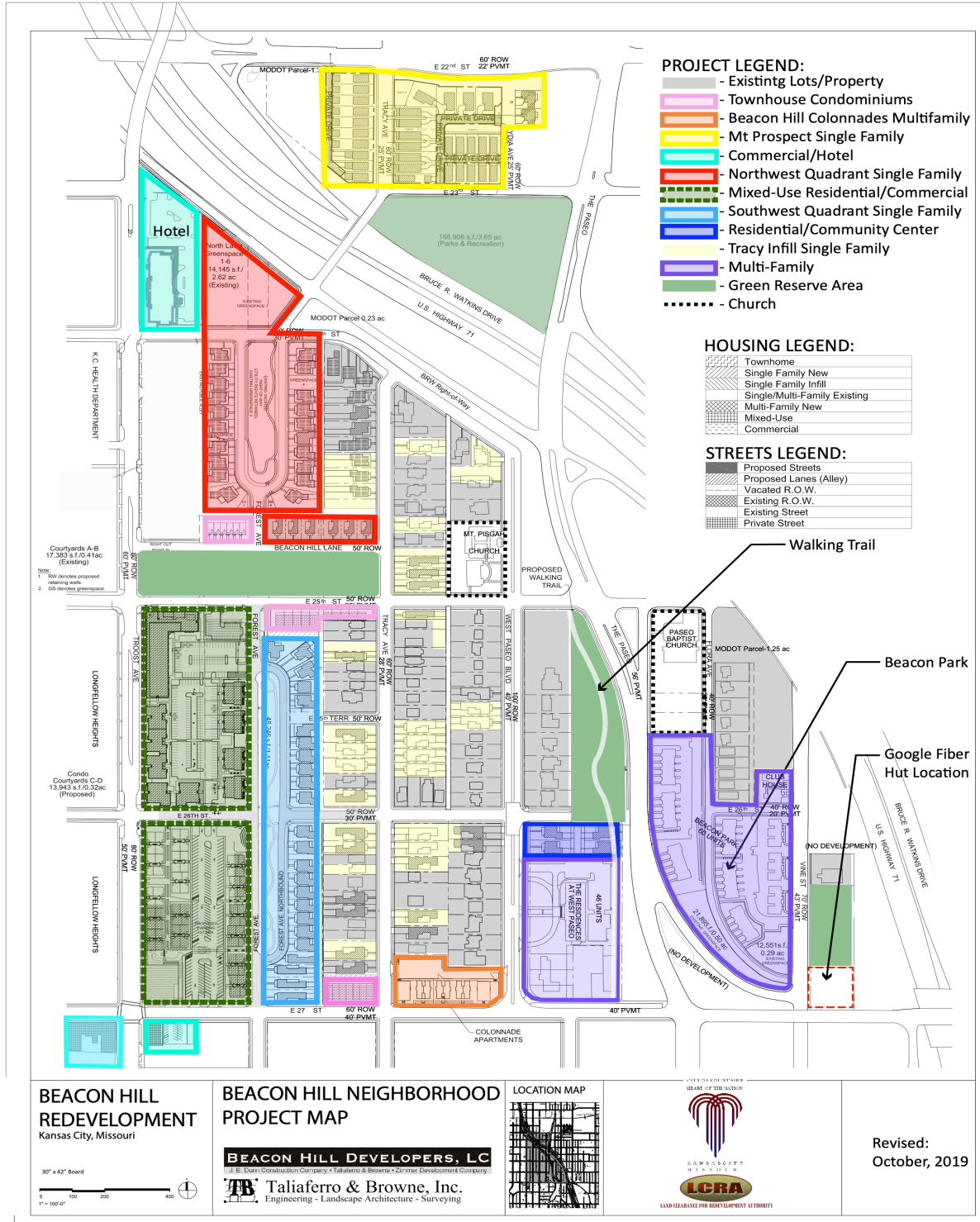
There are no conditions. The auto-generated email doesn't discern between the two possible options. Also, you can always find conditions in CompassKC if you are uncertain.

Hope this helps; let me know if you have any other questions.

Jamie Hickey
Development Management Division
City Planning and Development
Phone: 816-513-8816

APPENDIX B

2019 Redevelopment Plan



APPENDIX C

Legal Description of 2019 Redevelopment Area

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF 27TH STREET WITH THE CENTERLINE OF TROOST AVENUE, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE NORTH ALONG THE CENTERLINE OF TROOST AVENUE TO THE CENTERLINE OF 23RD STREET; THENCE NORTH ALONG THE CENTERLINE OF RELOCATED TROOST AVENUE TO THE CENTERLINE OF 22ND STREET; THENCE EAST ALONG THE CENTERLINE OF 22ND STREET TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE WEST THREE AND ONE HALF FEET OF LOT 21, MOUNT PROSPECT ADDITION A SUBDNISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI; THENCE SOUTH ALONG THE AFORESAID NORTHERLY PROLONGATION AND EAST LINE OF THE WEST THREE AND ONE HALF FEET OF SAID LOT 21 TO THE SOUTH LINE OF LOT 25, SAID MOUNT PROSPECT ADDITION; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 25, AND THE WESTERLY PROLONGATION OF SAID SOUTH LINE TO THE CENTERLINE OF LYDIA AVENUE; THENCE SOUTH ALONG SAID CENTERLINE TO THE CENTERLINE OF 23RD STREET; THENCE WEST ALONG THE CENTERLINE OF SAID 23RD STREET TO THE CENTERLINE OF TRACY AVENUE, SAID POINT ALSO BEING THE CENTERLINE OF THE 23RD -24TH STREET CONNECTION; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID CONNECTION TO THE CENTERLINE OF BRUCE WATKINS DRIVE; THENCE SOUTHEASTERLY ALONG SAID BRUCE WATKINS DRIVE TO THE CENTERLINE OF "THE PASEO"; THENCE SOUTH ALONG THE CENTERLINE OF "THE PASEO" TO THE CENTERLINE OF 25TH STREET; THENCE EAST ALONG THE CENTERLINE OF 25TH STREET TO THE CENTERLINE OF BRUCE WATKINS DRIVE; THENCE SOUTH ALONG THE CENTERLINE OF BRUCE WATKINS DRIVE TO THE CENTERLINE OF 27TH STREET; THENCE WEST ALONG THE CENTERLINE OF 27TH STREET TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF LOT 1, BLOCK 9, CONTINUATION OF BEACON HILL, A SUBDNISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI; THENCE SOUTH ALONG SAID NORTHERLY PROLONGATION AND EAST LINE OF SAID LOT 1, TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1 AND WESTERLY PROLONGATION THEREOF, TO THE CENTERLINE OF TROOST AVENUE; THENCE SOUTH ALONG THE CENTERLINE OF TROOST AVENUE TO A POINT 180 FEET SOUTH OF THE CENTERLINE OF 27TH STREET; THENCE WEST ALONG A LINE 180 FEET SOUTH OF AND PARALLEL TO THE CENTERLINE OF 27TH STREET, A DISTANCE OF 40 FEET TO A POINT ON THE EAST LINE OF AN UNLABELED TRACT IN BLOCK 10, SAID CONTINUATION OF BEACON HILL, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF TROOST AVENUE; THENCE CONTINUING WEST ALONG A LINE 180 FEET SOUTH OF AND PARALLEL TO THE CENTERLINE OF 27TH STREET, A DISTANCE OF 150 FEET, TO A POINT ON THE EAST LINE OF LOT 13, SAID BLOCK 10; THENCE NORTH, ALONG THE EAST LINE OF LOTS 13, 14, 15 AND THE NORTHERLY PROLONGATION THEREOF, 180 FEET TO THE CENTERLINE OF 27TH STREET; THENCE EAST ALONG THE CENTERLINE OF 27TH

STREET, A DISTANCE OF 190 FEET TO THE POINT OF BEGINNING.

EXCEPTING THERE FROM THE FOLOWING TWO PARCELS:

PARCEL 1:

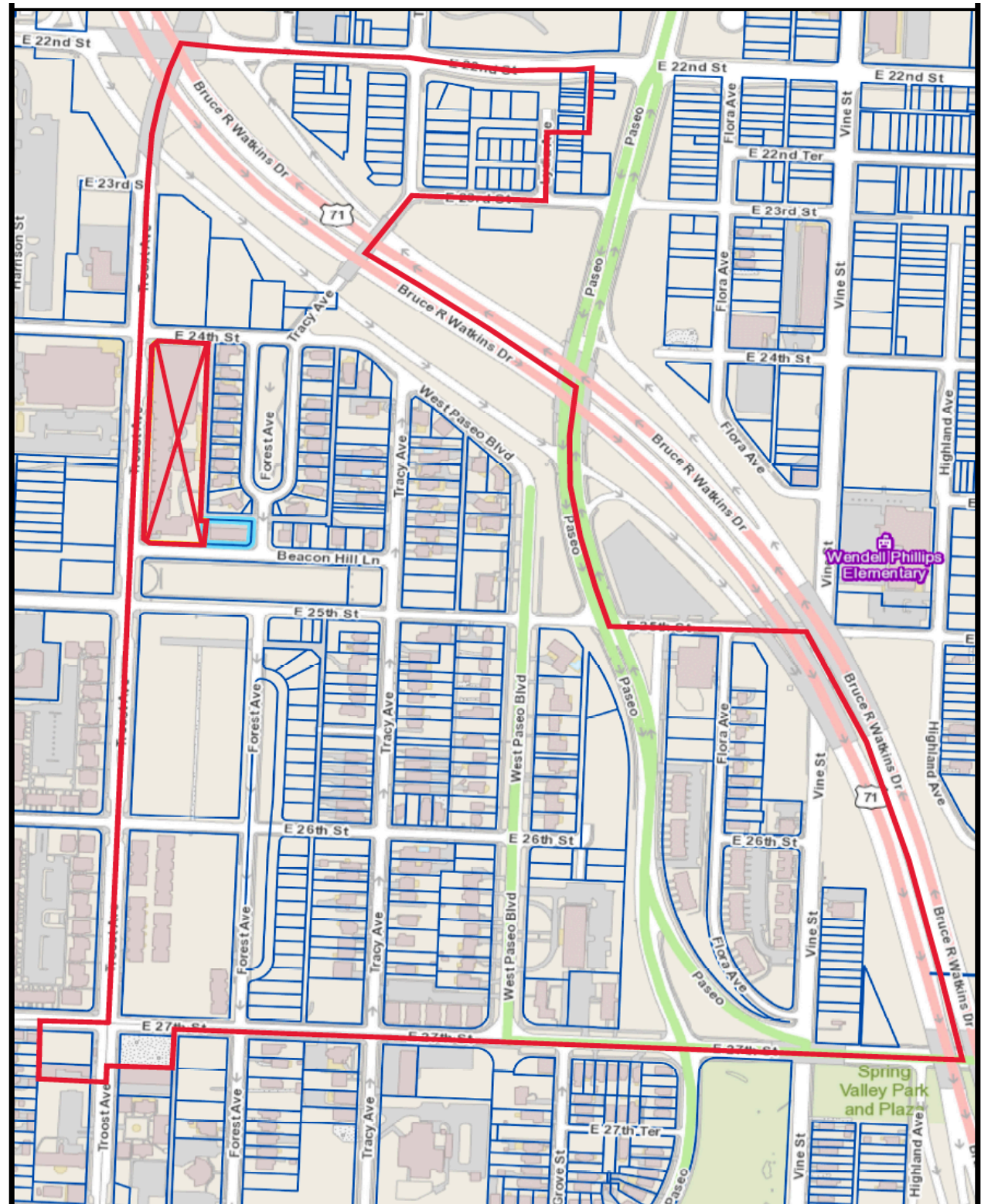
ALL OF TRACTS I AND J, BEACON HILL NORTHWEST QUADRANT, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, TOGETHER WITH ALL OF VACATED EAST 24TH TERRACE LYING BETWEEN AND ABUTTING SAID TRACTS I AND J, AS VACATED BY ORDINANCE NO. 120453, RECORDED JULY 20, 2012, AS DOCUMENT NO. 2012E0077550, ALSO TOGETHER WITH ALL OF THE VACATED ALLEY ABUTTING ALONG A PORTION OF THE SOUTH LINE OF SAID TRACT J FROM THE SOUTHERLY PROLONGATION OF THE WEST LINE OF THE NORTH-SOUTH ALLEY NEXT EAST OF TROOST AVENUE AS ESTABLISHED BY THE PLAT OF BEACON HILL NORTHWEST QUADRANT, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, THENCE WEST TO SAID ALLEY'S TERMINUS, SAID TERMINUS BEING THE WESTERN MOST EAST LINE OF SAID TRACT J, ALL AS VACATED BY ORDINANCE NO 130322 RECORDED JULY 12, 2013, AS DOCUMENT NO. 2013E0072414.

PARCEL 2:

LOT 1, BLOCK 1, BEACON HILL TOWNHOMES, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI.

APPENDIX D

Boundaries of 2019 Redevelopment Area



APPENDIX E

Current Certificate of Good Standing

