Abatement Agreement

THIS ABATEMENT AGREEMENT ("**Abatement Agreement**") is made this _____ day of __________, 2024, between the HARRISONVILLE SQUARE NEIGHBORHOOD REDEVELOPMENT CORPORATION, a Missouri Urban Redevelopment Corporation (the "**Corporation**"), and _______________________________, (the "**Owner**"). Corporation and Owner may hereinafter collectively be referred to as "**Parties**". This Abatement Agreement describes the conditions under which Corporation will assign rights to abatement of real estate taxes in accordance with the Harrisonville Square Neighborhood Redevelopment Plan.

Unless otherwise defined in this Abatement Agreement, all capitalized terms shall have the meaning assigned in the Redevelopment Plan.

RECITALS

WHEREAS, the Board of Aldermen of the City of Harrisonville (the "**City**") has: (i) enacted into law Ordinance No. 3643, finding the Redevelopment Area to be blighted within the meaning of Section 353.020(2) of the Urban Redevelopment Corporations Law and approving the Redevelopment Plan, approving the Redevelopment Area and authorizing the creation of the Corporation; and (ii) determined that the revitalization and redevelopment provided for therein are necessary for the public welfare and is in the public interest, and that correction of some of the conditions in the Redevelopment Area, through the use of tax abatement, would stimulate private development in the area; and

WHEREAS, the Corporation was formed for the purposes of redeveloping, rehabilitating, and revitalizing property within the Redevelopment Area in accordance with the Redevelopment Plan; and

WHEREAS, pursuant to the Redevelopment Plan, the Corporation may assign certain of its rights, duties and obligations with regard to redevelopment and rehabilitation of property within the Redevelopment Area and abatement of certain taxes related thereto; and

WHEREAS, the Owner desires to redevelop, rehabilitate, and revitalize certain property within the Redevelopment Area, as described herein, and has applied to receive abatement of certain taxes in accordance with the Redevelopment Plan;

WHEREAS, the Board of Directors of the Corporation ("**Board**") has reviewed the Owner's application and has determined that the proposed redevelopment and rehabilitation, if completed, complies with the Redevelopment Plan, and the Commercial or Residential Guidelines, whichever is applicable to Owner's application; and

WHEREAS, the Board desires to assign, and the Owner desires to assume, certain of the Corporation's rights, duties and obligations, as set forth in the Redevelopment Plan, with respect to the completion and maintenance of improvements to redevelop and rehabilitate the Owner's property in exchange for tax abatement ("**Tax Abatement Program**").

NOW, THEREFORE, for and in consideration of the above recitals, the mutual promises, covenants, undertakings and understanding hereinafter set forth, and other good valuable consideration, Corporation and Owner agree that:

1. <u>Representations of Owner</u>. Owner represents that:

a. Owner is not delinquent in payment of any taxes related to the Redevelopment Project Property and has obtained any required business licenses or permits from the City of Harrisonville related to the Redevelopment Project Property. There are no outstanding City of Harrisonville Code violations in connection to the Redevelopment Project Property.

b. Owner will not use the tax abatement provided through participation in this Tax Abatement Program for the purpose of converting owner-occupied dwelling units into rental units or for the purpose of further subdivision of existing rental properties into a larger number of units.

c. Owner has received the consent of its mortgage lender to participate in this Tax Abatement Program and the mortgage lender will waive its right to enforce a "due on sale" or similar clause against the Owner as a result of the property transfer that is required as a component of participation in this Tax Abatement Program.

d. Owner has obtained from the provider of the title insurance policy in place with respect to the Redevelopment Project an endorsement on such policy that permits the existing title insurance policy on the property to continue regardless of the property transfer that is required as a component of participation in this Tax Abatement Program.

2. Representations of Corporation and Board: The Corporation and Board represent that:

a. The Corporation is organized according to Chapter 353, RSMo. and is obligated to acquire real property in order to effectuate the Tax Abatement Program referenced herein. The property transfer described herein will take place only upon successful completion of work approved at the discretion of the Board. The Corporation will not record any deeds related to property transfers. The Corporation hereby makes Owner aware that the property transfer may alert mortgage lenders, insurance providers, or similar businesses to a transfer of property which may trigger due-on-sale clauses, cancellations of policies, or related measures. The Corporation shall have no responsibility for ensuring that Owner has complied with any contracts or agreements related to their property.

b. The Corporation has provided to the Owner documentation relating to the Tax Abatement Program, including but not limited to: an application; a list of certified building inspectors aware of the Tax Abatement Program; an anticipated timeline; and Residential and Commercial Guidelines.

3. Assignment of Redevelopment Plan Provisions. The Corporation assigns and the Owner assumes the Corporation's duties and obligations to clear blight, complete Improvements to the Redevelopment Project and to maintain the Redevelopment Project in accordance with the Commercial or Residential Guidelines and this Agreement, as set forth in the Redevelopment Plan. The Corporation also assigns and the Owner assumes the Corporation's rights to tax abatement, as set forth in the Redevelopment Plan; provided, that the Owner completes the Improvements and maintains the Redevelopment Project in accordance with this Abatement Agreement, the Redevelopment Plan, City Code, State law, Commercial or Residential Guidelines, and the Urban Redevelopment Corporations Law.

4. <u>Notice to Proceed</u>. The Corporation, concurrent with the Corporation's execution of this Abatement Agreement, shall issue to the Owner a Notice to Proceed, which authorizes the Owner to commence redevelopment and rehabilitation of the Redevelopment Project. Receipt of the Notice to Proceed, or any other documents or authorization relating to this Abatement Agreement, shall not relieve the Owner of the need to obtain permits or authorizations of any kind from the City of Harrisonville.

5. <u>Improvements to Redevelopment Project</u>. Owner holds title to the real property described on **<u>Exhibit A</u>** attached hereto and incorporated herein (the "**Redevelopment Project**" or "**Redevelopment Project Property**"), which the Owner will redevelop and rehabilitate by completing the Improvements described on **<u>Exhibit B</u>**, which is attached hereto and incorporated herein by reference (the "**Improvements**").

    a. Redevelopment Project Property is classified as [Residential/Commercial] as determined by the Cass County Assessor.

    b. <u>Time for Completion</u>. The Owner shall commence or direct the commencement of work on the Improvements within sixty (60) days following receipt of the Notice to Proceed. Except as provided in this Abatement Agreement, the Owners shall complete or cause to be completed all of the Improvements within the time frame established on **<u>Exhibit B</u>**. All work on the Improvements must be performed with reasonable diligence; therefore, work may not cease for more than fifteen (15) consecutive days. The Owner may submit to the Corporation a request to extend the time for completion of the Improvements pursuant to **Section 5.e**, below.

    c. <u>Completion of Improvements</u>. The Improvements shall be completed in accordance with the Commercial or Residential Guidelines, and any Architectural and Landscape Exhibits as submitted to and approved by the Corporation and City Staff. The Owner shall make or cause to be made all Improvements in a workmanlike manner and in accordance with all applicable laws, codes, and regulations. The Owner shall obtain or shall cause to be obtained all licenses, permits or other approvals required by any governmental authorities to complete the Improvements. The approved Architectural and Landscape Exhibits, if any, are attached hereto as **<u>Exhibit E</u>** and incorporated into this Abatement Agreement. Commercial Guidelines shall be applicable to Commercial Redevelopment Projects and Residential Guidelines shall be applicable to Residential Redevelopment Projects. Applicable guidelines are attached hereto as **<u>Exhibit F</u>** and incorporated into this Abatement Agreement. The Owner shall provide the Corporation with any documentation necessary to prove the amount invested in the Redevelopment Project. If an Owner performs work on the Redevelopment Project, the Owner's labor shall be calculated as according to the most recent Cass County Annual Wage Order as promulgated by the State of Missouri Division of Labor Standards Wage and Hour Section at the time of the performance of the work.

    d. <u>Preliminary Inspection</u>. The Owner shall arrange for a preliminary inspection to be conducted, and inspection documents and photographs of the proposed project area shall be provided to the Corporation prior to the Corporation's consideration of the Owner's application. The preliminary inspection need cover only the Improvements desired by the Owner and shall be completed at the expense of the Owner. The Corporation may provide a list of third-party, certified building inspectors aware of the Tax Abatement Program for the convenience of the Owner, but the Owner is not obligated to use such building inspectors. The Board reserves the right to ask the Owner to seek additional inspection at the Owner's expense if the Corporation determines that the inspection documents provided by the Owner are not sufficient to consider the Owner's application. The Owner shall use a reliable, third-party, certified building inspector for all inspections.

e. <u>Final Inspection</u>. Upon the completion of the Improvements, the Owner shall arrange for final inspection of the Redevelopment Project by a third-party, certified building inspector, who may certify completion of the Improvements and issue a Certificate of Compliance. It is recommended that the Owner uses the same inspector who completed the preliminary inspection, but it is not required. The Owner shall submit to the Corporation copies of all paid invoices and receipts and permits issued by the City's Community Development Department and Building Division. The Owner also shall furnish all records, contracts, bills, inspection documents, and other documents relating to the Redevelopment Project and any Improvements that the Board or Corporation reasonably requests for consideration of the Owner's Redevelopment Project. The Board reserves the right to ask the Owner to seek additional inspection at the Owner's expense if the Board determines that the inspection documents provided by the Owner are not sufficient to consider approval of the Redevelopment Project for tax abatement through the Tax Abatement Program. The Owner shall use a reliable, third-party, certified building inspector for all inspections.

f. <u>Modification of Improvements</u>. If the Owner desires to make a substantial modification to the Improvements, the Owner shall request the modification in writing, explaining the reason for the modification and the estimated costs related thereto. A modification is "substantial" if it: (i) is a modification of a Required Improvement as set forth in the Commercial or Residential Guidelines; (ii) changes the physical appearance of Redevelopment Project approved in this Abatement Agreement; or (iii) changes the cost of completing the Improvements approved in this Abatement Agreement by ten percent (10%), except that modifications that result in a change in cost of completing the Improvements of $350 or less shall not be considered "substantial," unless the modification satisfies one of the other characteristics of "substantial" set forth in this subsection. The Owner shall not proceed with any modifications to the Improvements until the Corporation has, in its sole discretion, approved the modifications.

g. <u>Extension of Time for Completion</u>. The Owner may submit to the Corporation a request to extend the time for completion of the Improvements. Such request shall be in writing and shall state, at a minimum: (i) the reason for the extension; (ii) the Improvements that remain to be completed; and (iii) the proposed length of time needed to complete the Improvements. Upon review of the Owner's request for extension of time, the Corporation, in cases of undue hardship, may extend the date of completion of the Improvements. The Owner shall not request, and the Corporation shall not grant, an extension of time that is longer than one (1) year.

6. <u>Transfer of Redevelopment Project to Initiate Abatement</u>. If the Corporation approves the Redevelopment Project for tax abatement through the Tax Abatement Program, the Owner shall transfer its interest in the Redevelopment Project to the Corporation using a Missouri Quit-Claim Deed in substantially the same form as is attached hereto as <u>**Exhibit C**</u>. Upon

receiving a deed in accordance with this section, the Corporation shall, within twenty-four (24) hours, transfer the interest in the Redevelopment Project it receives from the Owner back to the Owner using a Missouri Special Warranty Deed in substantially the same form as is attached hereto as **Exhibit D**.

7. Certificate of Tax Abatement. After the transfer of the Redevelopment Project has been completed in accordance with Section 4 of this Abatement Agreement, the Corporation shall issue a Certificate of Tax Abatement, which shall be recorded by the Corporation with the Cass County Recorder of Deeds and the City Finance Department.

8. Tax Abatement.

    a. Upon the Owner's transfer of ownership of the Redevelopment Project to the Corporation, tax abatement commences. Tax abatement is not guaranteed. Owners must comply with all provisions of the Abatement Agreement and shall not receive tax abatement unless and until the Board authorizes such abatement. The Corporation will assign to Owner the Corporation's right to tax abatement for the Redevelopment Project, as established in the Redevelopment Plan, in the following manner:

        i. As used in this Agreement, "Commercial Redevelopment Project" means any redevelopment project property that is classified as commercial property under 137.016, RSMo. as determined by the Cass County Assessor. Commercial Redevelopment Projects shall follow the Commercial Guidelines. As used in this Agreement, "Residential Redevelopment Project" means any redevelopment project property that is classified as residential property under 137.016, RSMo. as determined by the Cass County Assessor. Residential Redevelopment Projects shall follow the Residential Guidelines. Applicable Guidelines are attached hereto as **Exhibit F**.

        ii. Commercial. Commercial Redevelopment Projects are required to make a minimum rehabilitation investment that is equal to or greater than $100,000.00. The improvements shall be a mix of exterior and interior improvements. Investment that meets this threshold, subject to Commercial Guidelines and this Abatement Agreement, shall provide that the Commercial Redevelopment Project shall not be subject to payment of general ad valorem taxes imposed by the City, the State of Missouri, or any political subdivision thereof, for a period of ten (10) years after the date upon which Corporation acquires title to each Redevelopment Project (but only for so long as that Redevelopment Project is used in the accordance with the Redevelopment Plan, the Commercial Guidelines, and this Abatement Agreement), except to the extent and in the amount as may be imposed upon the real property during the first ten years measured solely by the amount of the assessed valuation of land, exclusive of improvements, during the calendar year preceding the calendar year during which Corporation acquired title to the Redevelopment Project.

        iii. Residential. Residential Development Projects are required to make a minimum rehabilitation investment that is equal to or greater than $10,000.00. A minimum of $5,000 of the total cost of the investment in the rehabilitation of the property shall be for exterior improvements visible to the public, which minimum dollar amount of exterior of exterior improvements shall increase by one-half of one percent (1/2%) for each dollar of proposed costs above the minimum investment of $10,000. Investment that meets this threshold, subject to Residential Guidelines and this Abatement Agreement, shall provide that the Residential Redevelopment Project shall not be subject to payment of general ad valorem taxes imposed by the City, the State of Missouri, or any political subdivision thereof, for a period of five (5) years after the date upon which Corporation acquires title to each Redevelopment Project (but only for so long as that Redevelopment Project is used in the accordance with the Redevelopment Plan, Residential Guidelines, and this Abatement Agreement), except to the extent and in the amount as may be imposed upon the real property during the first five years measured solely by the amount of the assessed valuation of land, exclusive of improvements, during the calendar year preceding the calendar year during which Corporation acquired title to the Redevelopment Project.

b. The tax abatement for the Redevelopment Project shall continue with respect to the Redevelopment Project for the terms described herein unless one of the following events occurs:

   i. Owner breaches any provision of the Abatement Agreement.

   ii. Owner fails to maintain the Redevelopment Project in compliance with all of the provisions of the Commercial or Residential Guidelines, the Redevelopment Plan, the Urban Redevelopment Corporations Law, City Code, or State law.

   iii. Owner fails to cooperate with and permit, at a reasonable time and upon reasonable prior notice, authorized representatives of the City or the Corporation (including certified building inspectors) to enter upon the Redevelopment Project during the period of any construction and after completion of the Improvements to determine whether the Redevelopment Project conforms to this Abatement Agreement.

   iv. Owner fails to pay any required ad valorem taxes assessed against the Redevelopment Project and authorized under the Urban Redevelopment Corporations Law before delinquency.

c. The Owner shall continue to pay all local, state, and federal taxes during the Agreement and abatement period, except as allowed herein.

9. Inspections. The Corporation may conduct on-site exterior inspections and may conduct on-site interior inspections every five (5) years after completion of the Improvements to ensure compliance of the Redevelopment Project with the Design Guidelines and the Redevelopment Plan. The Owner shall cooperate with the Corporation and permit access to the Redevelopment Project for such inspections at reasonable times, at the request of the Corporation, and with reasonable notice.

10. Owner's Subsequent Transfer of Redevelopment Project.

a. The tax abatement provided under the Redevelopment Plan and this Abatement Agreement applicable to the Redevelopment Project may transfer to any purchaser or transferee in interest of the Redevelopment Project so long as such purchaser or transferee shall continue to use, operate, and maintain the Redevelopment Project in accordance with the Commercial or Residential Guidelines, the Redevelopment Plan, and this Abatement Agreement. However, if the Redevelopment Project is used for a purpose different than described in the Commercial or Residential Guidelines and the Redevelopment Plan, or if the purchaser or transferee does not desire to continue under the Commercial or Residential Guidelines and the Redevelopment Plan, then the Redevelopment Project shall be assessed for ad valorem taxes based upon the full true value of the Redevelopment Project and may be owned and operated free from any of the conditions, restrictions or provisions of the Urban Redevelopment Corporations Law, the Redevelopment Plan, the Commercial or Residential Guidelines, and this Abatement Agreement.

b. The Owner shall notify the Corporation in writing of any transfer of the Redevelopment Project within ten (10) days after the date of the sale or other transfer. To continue the tax abatement, the new owner may be required to sign an abatement agreement with the Corporation.

11. Breach; Failure to Comply.

a. Prior to Completion of Improvements.

i. In the event the Owner fails to commence or to continue work on the Improvements in accordance with **Section 5** of this Abatement Agreement, the Corporation shall provide written notice to the Owner of such failure.

ii. The Owner shall have five (5) business days after receipt of notice to cure such failure.

b. After Completion of Improvements.

i. In the event of an occurrence described in **Section 8.b** of this Abatement Agreement, the Corporation shall provide written notice to the Owner of such failure.

ii. The Owner shall have thirty (30) days after receipt of notice to cure such failure, except that, if the Owner fails to cooperate with and permit authorized representatives of the City to inspect the property as described in **Section 8.b**, then the Owner shall have five (5) business days to cure such failure.

c. Termination of Abatement Agreement. In the event the Owner continues in such failure to comply, the Corporation may declare the Owner in breach and terminate this Abatement Agreement. If this Abatement Agreement is terminated after tax abatement has been approved, the Corporation shall file a declaration of abandonment with the Cass County Recorder of Deeds and the City Finance

Department, and the Redevelopment Project shall from that date be subject to assessment and payment of all ad valorem taxes based on the true full value of such real property, both land and improvements.

12. Authorized Agent. The Owner may utilize an Authorized Agent to act on the Owner's behalf in all matters pertaining to the Owner's involvement in the Tax Abatement Program. The Owner shall do so utilizing the Authorized Agent form attached hereto as **Exhibit G**.

13. Variances. The Corporation may vary the strict application of the Commercial or Residential Guidelines in the event of a practical hardship, provided that the spirit and intent of the Redevelopment Plan is preserved.

14. Appeals.

   a. Except as otherwise provided in this Section, an Owner who is aggrieved by the decision of the Corporation or City Staff with regard to the implementation and enforcement of the Redevelopment Plan and this Abatement Agreement may appeal such decision to the Harrisonville Board of Aldermen. The decision of the Board of Aldermen shall be final and conclusive.

   b. An Owner who is aggrieved by the decision of the Harrisonville Historic Preservation Commission may appeal such decision in accordance with the City's procedures for such appeals.

   c. An Owner who is aggrieved by the decision of the City Staff with regard to the implementation and enforcement of City Codes may appeal such decision in accordance with the City's procedures for such appeals.

15. Excusable Delays. The Parties understand and agree that neither Party shall be deemed to be in default of this Abatement Agreement because of Excusable Delays. "**Excusable Delay**" means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, strike, shortage of materials, unavailability of labor, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, interfering with the redevelopment, rehabilitation, and revitalization of the Redevelopment Project through the completion of all or any portion of the Improvements, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

16. Legal and Tax Implications. The Owner acknowledges and represents that 1) neither the Corporation, the City, nor any Corporation or City officials, employees, consultants, attorneys, or other agents have provided to the Owner any advice regarding the federal, state, or local legal or tax implications or consequences of this Agreement and the transactions contemplated hereby, and 2) the Owner is relying solely upon its own tax or legal advisors, if any, in this regard.

17. Notice. Whenever written notice is called for herein to be given or is otherwise given pursuant hereto, it shall be personally delivered or sent by U.S. Mail, addressed as follows:

if to Corporation:

Harrisonville Square Neighborhood Redevelopment Corporation
300 East Pearl Street
Harrisonville, Missouri 64701

if to Owner; as set forth in Exhibit B.

Notices sent in accordance with this Section shall be deemed received on the third day after mailing.

18. Indemnification. The Owner shall indemnify the Corporation and the City and their respective officers from any liability for injury or damage arising from any casualty to persons or property due to the negligence, omission or willful, wrongful act of the Owner in connection with the redevelopment, rehabilitation, and revitalization of the Redevelopment Project through the completion of the Improvements, or arising from a failure of the Corporation or the City or their respective officers to compel, supervise or inspect any construction, reconstruction or maintenance of the Redevelopment Project. The Owner is responsible for compliance with all applicable City codes and State laws and agrees to hold harmless and indemnify the Corporation and the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees, resulting from, arising out of, or in any way connected with the Owner's Redevelopment Project and/or this Tax Abatement Program.

19. Dealings between the Parties. The Parties agree to and shall cooperate and deal with each other in good faith, and shall assist each other whenever possible, appropriate, or necessary in the performance of this Abatement Agreement. The Parties agree to take such actions (including adopting additional and further resolutions, rules, regulations or codes) and to make, execute and deliver such further and/or additional documents, agreements, instruments and/or understanding as may be required, necessary or convenient to effectuate fully this Abatement Agreement and all of the terms, conditions and provisions hereof and to act reasonably and expeditiously in all performances or understandings required under or by this Abatement Agreement.

20. Recording. After issuance of a Certificate of Tax Abatement to the Owner, such Certificate shall be recorded by the Corporation in the office of the Department of Records of Cass County, Missouri, at Harrisonville.

21. Applicable Laws: The Parties agree that the Owner shall comply with all applicable City codes and ordinances and State and federal laws.

22. No Waiver. Any failure by either Party to insist upon or enforce any of their respective rights or duties hereunder shall not constitute a waiver, nor shall a failure to insist upon or enforce any rights preclude either Party from insisting upon or enforcing any of their respective rights or duties during the remaining term of this Abatement Agreement.

23. Governing Law. This Abatement Agreement shall be governed by and construed in accordance with the domestic laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Missouri.

24. Severability. If any one or more of the terms, provisions or conditions of this Abatement Agreement shall be declared unconstitutional, invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining terms, conditions and provisions contained

herein shall in no way be affected, prejudiced, limited or impaired thereby. If the tax abatement authorized by Chapter 353, RSMo. is declared unconstitutional, invalid, or illegal by a court of competent jurisdiction, or is invalidated by act of the General Assembly of Missouri, this Abatement Agreement shall be terminated.

25. Interpretation. As used herein, the plural shall include the singular, the singular shall include the plural, and use of any gender shall be applicable to all genders. All terms not otherwise defined herein shall have the same meaning as defined in the Redevelopment Plan.

26. Entire Agreement. This Abatement Agreement and all Exhibits attached hereto constitute the entire understanding between the Parties and supersede any and all prior agreements or understandings, whether oral or written, pertaining to the subject matter of this Abatement Agreement. This Abatement Agreement may be amended only by the mutual consent of the Parties, and by the execution of an amendment by the Parties or their respective successors in interest.

[END OF DOCUMENT]

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

OWNER	HARRISONVILLE SQUARE NEIGHBORHOOD REDEVELOPMENT CORPORATION, a Missouri Urban Redevelopment Corporation
________________________________	By________________________________ Larry Pfautsch, President
Date______________________________	Date________________________________
________________________________	
Date______________________________	

<u>EXHIBIT A</u>

Legal Description of the Redevelopment Project

Real property at __________________, Harrisonville, Missouri described as:

EXHIBIT B

Improvements

Description of Improvement	Estimated Cost

Total Estimated Cost of Improvements: ________________________

Time for Completion of Improvements

The Improvements shall be completed within _____ months after the date work on the Improvements commences in accordance with this Abatement Agreement.

[insert a period of months, not less than 6, nor more than 36, depending on how substantial the Improvements are]

Notice

Name: _________________________________
Address:________________________________
Harrisonville, Missouri 64_____

EXHIBIT C

QUIT-CLAIM DEED

THIS INDENTURE, made and entered into this ______ day of ___________, 2024, by and between ________________, hereinafter referred to as "**Grantor**," and the Harrisonville Square Neighborhood Redevelopment Corporation, hereinafter referred to as "**Grantee**."

Grantor's mailing address is:

Grantor, for good and valuable consideration paid by **Grantee**, the receipt of which is hereby acknowledged, do by these presents **REMISE, RELEASE** and **FOREVER QUIT CLAIM** unto **Grantee** the following described lots, tracts, or parcels of land, lying, being, and situate in the County of Cass, State of Missouri, commonly referred to as ______________________, which is described as follows:

[INSERT LEGAL DESCRIPTION]

This conveyance is without warranty whatsoever, either expressed or implied, and is subject to all prior easements, restrictions, covenants, and encumbrances now of record, if any.

TO HAVE AND TO HOLD THE SAME, the said premises, unto said grantees, heirs and assigns forever; so that neither **Grantor** nor any other entity, person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, **Grantor** has caused these presents to be signed the day and year above written.

GRANTOR

____
[insert name]

STATE OF MISSOURI)
) **ss.**
COUNTY OF CASS)

On this ______ day of ____________, 2024, before me, the undersigned, a Notary Public, personally appeared ____________________, a single person and executed the forgoing Quit-Claim Deed, and said person duly acknowledged that He is authorized to execute said instrument.

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

____
Notary Public

(SEAL)

EXHIBIT D

SPECIAL WARRANTY DEED

This DEED, made and entered into by and between the Harrisonville Square Neighborhood Redevelopment Corporation ("Grantor") whose mailing address is 300 E. Pearl Street, Harrisonville, MO, and ______________________ ("Grantee"), whose mailing address is ______________________________.

Witnesseth, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged; Grantor does hereby Sell and Convey to Grantee, and Grantee's heirs and assigns, the following described real property in Cass County, Missouri, to-wit:

[INSERT LEGAL DESCRIPTION]

To have and to hold the same, together with all rights, immunities, privileges and appurtenances, unto Grantee and Grantee's heirs and assigns, forever;

And the Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee simple to these premises, and may convey the same; that these premises are free from all encumbrances except as set forth above, and that Grantor will warrant and defend the title to these premises unto the Grantee, and Grantee's heirs and assigns, forever, against the lawful claims of all persons claiming through the Grantor.

Witness the hand of the Grantor this _______ day of _______, 2024.

Harrisonville Square Neighborhood Redevelopment Corporation, Grantor:

By:

____

Larry Pfautsch
President, Harrisonville Square Neighborhood Redevelopment Corporation

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

On this _____ day of ___________________, 2024, before me appeared ________________, to me personally known, who, being by me duly sworn, did say that he is the President of the Harrisonville Square Neighborhood Redevelopment Corporation and that on behalf of said Corporation, by the authority of its Board of Directors, acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

____

Notary Public

EXHIBIT E

Copy of Approved Architectural and/or Landscape Exhibits

EXHIBIT F

Applicable Guidelines for Redevelopment Project

<u>EXHIBIT G</u>

Authorized Agent

I, _________________, hereby authorize ____________________, to serve as my Authorized Agent throughout the process of participating in the Harrisonville Square Neighborhood Redevelopment Corporation Tax Abatement Program. The person named above may act on my behalf in all matters pertaining to my involvement with the Harrisonville Square Neighborhood Redevelopment Corporation. I reserve the right to rescind my approval at any time and must do so in writing to the Harrisonville Square Neighborhood Redevelopment Corporation at 300 E. Pearl Street, Harrisonville, MO 64701.

____
Applicant Signature

____
Authorized Agent Signature