

**CITY OF KANSAS CITY, MISSOURI and
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF
KANSAS CITY, MISSOURI
PURCHASE AGREEMENT CONCERNING
2800-04 PROSPECT AVENUE, KANSAS CITY, MISSOURI**

THIS PURCHASE AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____, 2023, by and between **THE CITY OF KANSAS CITY, MISSOURI**, a constitutionally chartered municipal corporation of the State of Missouri (the "City"), and **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI**, a public body corporate and politic created pursuant to Section 99.300, et seq., RSMo. (“Act”), formed by the City Council of Kansas City, Missouri and organized under the laws of the State of Missouri (the “Authority”).

RECITALS:

A. The City owns the real property located at 2800-04 Prospect Avenue, Kansas City, Missouri legally described on Exhibit 1 (the “Lot”). The Lot is located within the Key Coalition Urban Renewal Area.

B. The City Council passed Ordinance No. _____ on _____, 2023 authorizing the transfer of the Lot to the Authority, subject to the following conditions: (1) the City is able to convey the Lot to the Authority free and clear of leases, liens, and encumbrances unacceptable to the Authority and the redeveloper selected by the Authority, so long as the project is used for residential redevelopment and related improvements, with 50% of the proposed units providing affordable rental rates to households with incomes at or below 60% of the area median income (“AMI”), as established by the Department of Housing and Urban Development’s (“HUD”) annual guidelines (“Project”); (2) the Authority receiving \$35,000.00 (“Purchase Price”) as the fair value for the Lot as defined by Section 99.450, RSMo, which may be satisfied by a cash deposit or by a transfer of real property of similar character, location, and value, as determined by the Authority in cooperation with the City, plus the Costs of Sale; (3) the City receiving the Purchase Price proceeds, less the Authority’s administrative costs, for the Lot on or before the Closing..

AGREEMENT:

**ARTICLE I
DEFINITIONS**

1.1. Definitions. For purposes of this Agreement, these terms shall have the following definitions

(a) “Closing Date” means the date on which the City shall convey the Lot to the Authority and on which the Authority shall immediately convey the Lot to the Redeveloper in exchange for the Purchase Price. The Closing Date will be that date established in the Redevelopment Contract for the Redeveloper to acquire the Lot, subject to City approval.

(b) “Costs of Sale” means costs associated with conveyance of the Lot to the Authority and conveyance of the Lot to the Redeveloper and shall include all costs and expenses incurred by the Authority for acting as a closing agent in the conveyances; recording any documents to clear title encumbrances; any policy of owner’s title insurance that the Authority may obtain; and any other costs and expenses approved in writing by the City that the Authority has incurred with respect to the conveyances, including, but not limited to, reasonable professional costs and expenses for title, survey, appraisal, environmental, engineering, and other related or customary professional services performed in connection with the conveyances contemplated by this Agreement. The City’s approval of such costs and expenses shall not be unreasonably withheld, conditioned, or delayed.

(c) “Exchange Property” means the real property of similar value, character, and location as compared to the Lot such that the fair value of the Exchange Property is substantially the same as the fair value of Lot, as determined by the Authority in cooperation with the City, and the Authority agrees to accept as consideration for the sale of the Lot to the Redeveloper in lieu of the Purchase Price cash payment. The legal description of the Exchange Property shall be added to this Agreement, if applicable, prior to the execution of this Agreement.

(d) “Purchase Price” means Thirty-Five and no/100 Dollars (\$35,000.00), the price to be paid by Redeveloper for the Lot which equals or exceeds the fair value of the Lot as defined by Section 99.450, RSMo., which may be satisfied by cash or the Exchange Property. real property of similar value, character, and location, as determined by the Authority in cooperation with the City.

(e) “Redeveloper” means the person or entity selected by the Authority, in cooperation with the City, to purchase and redevelop the Lot in response to the publicly-issued request for proposals; provided, however, that the identity of the Redeveloper shall be added to this Agreement prior to the execution of this Agreement.

(f) “Redevelopment Contract” means a contract entered into between the Authority and a Redeveloper for the redevelopment, rehabilitation or renewal of the Lot in conformity with a Redevelopment Plan with the primary purpose of redeveloping the Lot, and providing for the conveyance of the Lot by the Authority to the Redeveloper and, if applicable, the conveyance of the Exchange Property by the Redeveloper to the Authority.

(g) “Redevelopment Plan” means a plan for the acquisition, clearance, reconstruction, rehabilitation, renewal or future use of the Lot for the primary purpose of redeveloping the Lot, and shall be sufficiently complete to comply with subdivision (4) of Section 99.430, RSMo, and shall be in compliance with a “workable program” for the city as a whole and shall include an urban renewal plan as defined in Section 99.320, RSMo.

(h) “Title Company” means a title insurance company satisfactory to the City and the Authority that will issue any title insurance policy required in connection with the closing on the Lot under this Agreement and the Redevelopment Contract.

ARTICLE II
PURPOSE OF AGREEMENT

2.1. Purpose of Agreement.

(a) The purpose of this Agreement is, among other things, to establish a process whereby the Authority will acquire the Lot from the City and sell the Lot to the Redeveloper, who shall have clearly demonstrated the ability to acquire, finance, construct, and complete the redevelopment of the Lot. The parties acknowledge that the redevelopment of the lot pursuant to the Redevelopment Plan will promote the general welfare and redevelop an insanitary, blighted, and deteriorated building in the Key Coalition Urban Redevelopment Area.

(b) The acquisition of the Lot by the Authority from the City and the redevelopment of the Lot will be undertaken pursuant to the authority granted to the City and the Authority under the Act.

ARTICLE III
ACQUISITION OF THE LOT

3.1. Acquisition of the Lot by the Authority. The City will deliver on or before the Closing Date to the Title Company a special warranty deed (the “Deed”), in a form acceptable to the Authority, conveying to the Authority fee simple title to the Lot, subject to:

(a) current taxes and assessments, reservations, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities which appear of record or of which the Authority has actual knowledge as of the Effective Date;

(b) all matters which an accurate survey of the Lot would disclose; and

(c) all applicable zoning laws and ordinances.

3.2. Additional Documents. In addition to the Deed, the City will deliver to the Title Company, the following on or before the Closing Date:

(a) a bill of sale for all items of personal property being conveyed with the Lot, if any; and

(b) any additional documents reasonably requested by the Authority or the Title Company to complete the conveyance of fee simple title to the Lot to the Authority.

3.3 Closing Date. The closing shall take place on the Closing Date at the offices of the Title Company, or such other location as the parties mutually agree. The Authority shall give the City at least thirty (30) calendar days’ written notice of the proposed Closing Date, indicating the time and location of the closing. In no event shall the Closing Date be after _____, 2023.

3.4. Closing Obligations. At the Closing:

(a) The City will deliver to the Authority any documents reasonably requested by the Authority or the Title Company.

(b) The Authority will deliver any additional documents reasonably requested by the City or the Title Company.

3.5. Prorations of Expenses and Taxes for the Lot. The expenses and obligations set forth below shall be prorated as of the Closing Date with respect to the Lot, with the City being responsible for that portion arising prior thereto and the Authority being responsible for that portion arising subsequent thereto. The following expenses and obligations shall be prorated:

(a) all real and personal property taxes and assessments, general and special, shall be prorated on the basis of the number of days of the relevant tax year or period which have elapsed through the Closing Date; provided, however, that the parties acknowledge that the Lot are currently exempt from taxation; and

(b) all expenses and obligations with regard to utilities, including, without limitation, gas, electricity, water, telephone, sanitary sewer and storm sewer, shall be prorated on the basis of the number of days of the relevant tax year or period which have elapsed through the Closing Date. The City will cooperate with the Authority to cause any utilities to be transferred to the Authority's or the Redeveloper's name on the Closing Date to the extent that the utilities are in the name of the City.

3.6. Closing Costs. With regard to conveyance of the Lot to the Authority, the Authority shall pay the costs of: (a) recording the Deed; (b) recording any documents to clear title encumbrances; (c) the Title Company's charges for acting as closing agent; (d) obtaining a survey of the Lot; and (e) the Title Commitment (as defined below) and any policy of owner's title insurance that the Authority may obtain. These costs shall be included as part of Authority's reasonable administrative costs as set forth in Section 3.10 and payable by the Authority solely from the Purchase Price; provided, however, that if the Purchase Price is insufficient to pay for all of such costs, or if the Authority accepts the Exchange Property as consideration for the sale of the Lot in lieu of the Purchase Price cash payment, all such costs shall be paid by the Redeveloper as provided in this Agreement and the Redevelopment Contract. Except as otherwise provided in this Agreement, the Authority and the City shall each pay its own legal fees; provided, however, that, pursuant to the Redevelopment Contract and a separate funding agreement between the Authority and the Redeveloper, the Redeveloper shall pay for the Authority's legal fees and closing costs incurred in connection with the conveyance of the Lot by the City to the Authority and with the conveyance of the Lot by the Authority to the Redeveloper.

3.7. Possession of Lot; Risk of Loss. Possession of the Lot shall be delivered to the Authority upon the Closing Date. Risk of loss of the Lot will pass to the Authority upon the Closing Date.

3.8. Title Commitment and Survey for Lot.

(a) Title Commitment. Within sixty (60) calendar days after the Effective Date, the City shall cause the Title Company to furnish to the Authority a current commitment and legible copies of all Schedule B exception documents (the "Title Commitment") for an ALTA Extended Coverage Owner's Policy of Title Insurance (Form B 1992) with respect to the Lot. The Title Commitment shall describe the Lot, name the Authority or the Redeveloper as the party to be insured thereunder and commit to insure good and marketable fee simple title in the Authority or its designee upon recording of the Deed, in the amount of the Purchase Price, or such other amount as the Authority's designee, if any, may require.

(b) Survey. Within sixty (60) calendar days after the Effective Date, the City shall provide to the Authority copies of all existing surveys of all or any part of the Lot that the City has available to it. The City is not required to have any other survey of any of the Lot performed. The Authority may, but is not obligated to, obtain, or cause the Redeveloper to obtain, a survey of the Lot from a surveyor licensed in Missouri. If the Authority elects to obtain, or cause the Redeveloper to obtain, a survey, the Authority shall provide a copy of the survey to the City within ten (10) calendar days after its completion.

(c) Title Encumbrances. The City and the Authority will cooperate to remove title encumbrances, including signing documents reasonably required by the title insurer and working with each other and other parties to obtain consents, releases and signatures.

3.9. Condition of Lot. The Authority shall acquire the Lot from the City in its then current physical condition and state of repair, "As Is." The City makes NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER RELATING TO THE ACQUIRED LOT, either express or implied, including, without limitation, any implied warranty of condition or fitness for any particular purpose, or any representation or warranty relating to any defects, hidden, latent or otherwise, all such warranties being expressly WAIVED by the Authority.

3.10. Sale of Lot to Redeveloper. On the Closing Date, the Authority shall immediately convey the Lot to the Redeveloper at the Purchase Price and the Authority shall convey the Purchase Price, minus the Costs of Sale and the Authority's reasonable administrative costs, to the City unless the Authority accepts the Exchange Property as consideration for the sale of the Lot in lieu of the Purchase Price cash payment.

3.11. Redevelopment Alternatives. If the parties agree that redevelopment of the Lot should be administered by an entity other than LCRA, the City Manager is authorized to execute an amendment to this agreement that reflects the changes required to allow the redevelopment to proceed.

ARTICLE IV
CONDITIONS PRECEDENT TO PARTIES' OBLIGATIONS FOR SALE AND
PURCHASE OF LOT

4.1. Conditions to Authority's Obligations. Unless waived by the Authority, all obligations of the Authority under this Agreement to be performed by the Authority are subject to the existence or fulfillment, on or before the time for performance of each of such obligations by the Authority, of any of the following conditions which must be satisfied prior to the time for such performance by the Authority:

(a) Conditions to Authority's Obligation to Accept the Deed:

(i) The City's representations and warranties contained in this Agreement shall be true at the time such performance by the Authority is due as though such representations and warranties were made at such time and as if made with respect to events and transactions which have occurred since the Effective Date and prior to the date such performance by the Authority is due;

(ii) The City shall have performed and completed all of its obligations and shall have complied with all of its agreements and conditions required by this Agreement to be performed or complied with by it on or before the date such performance by the Authority is due;

(iii) The City shall have executed and delivered the Deed to the Authority;

(iv) Any other contingencies described in this Agreement to the Authority's obligations to accept the Deed have occurred or been satisfied;

(v) The City shall have executed and delivered to the Authority such bills of sale, assignments and other instruments of transfer and conveyance (in form and substance reasonably satisfactory to counsel for the Authority) as shall be necessary or desirable to convey title to all of the personal property located on the Lot;

(vi) All proceedings to be taken and approvals to be provided by the City in connection with the transactions contemplated by this Agreement, and all documents incident thereto, shall be satisfactory in form and substance to the Authority, including, without limitation, approval and execution of a separate Exchange Property maintenance agreement, if applicable, between the Authority and the City;

(vii) If required by the Authority, the City shall cause the Title Company to provide title insurance in accordance with the Title Commitment as contemplated herein; and

(viii) Any other contingencies described in this Agreement to the Authority's obligations to proceed to closing have occurred or has been satisfied.

(ix) The Authority and the Redeveloper shall have entered into the Redevelopment Contract and a funding agreement for the Project.

4.2. Conditions to City's Obligations. Unless waived in writing by the City, all obligations of the City under this Agreement to take actions in furtherance of the conveyance and sale of the Lot are subject to the existence or fulfillment, on or before the time for performance of each of such obligations by the City, of any of the following conditions which must be satisfied prior to the time for such performance by the City:

(a) The Authority's representations and warranties contained in this Agreement shall be true at the time such performance by the City is due as though such representations and warranties were made at such time and as if made with respect to events and transactions which have occurred since the Effective Date and on or before the date such performance by the City is due;

(b) The Authority shall have performed and completed all of its obligations and shall have complied with all of its agreements and conditions required by this Agreement to be performed or complied with by it on or before the date such performance by the City is due;

(c) All proceedings to be taken and approvals to be provided by the Authority in connection with the transactions contemplated by this Agreement, and all documents incident thereto, shall be satisfactory in form and substance to the City, including, without limitation, approval and execution of a separate Exchange Property maintenance agreement, if applicable, between the Authority and the City.

(d) The Authority and the Redeveloper shall have entered into the Redevelopment Contract and a funding agreement for the Project.

4.3. Waiver. Either party may at any time or times, at its election, waive any of the foregoing conditions to its obligations hereunder and the consummation of the transactions hereunder, but any such waiver shall be effective only if contained in writing signed by such party and delivered to the other party.

4.4. Satisfaction of Conditions Precedent. The Authority and the City shall each use its best efforts to satisfy the foregoing conditions precedent to its respective obligations and to cooperate with the other to cause conditions precedent to such party's obligations hereunder to occur or be satisfied in a timely manner.

ARTICLE V

TERMINATION AND REMEDIES

5.1. Basis for Termination. This Agreement may be terminated at any time prior to the Closing Date:

(a) By mutual consent of the parties hereto;

(b) By the Authority if any of the conditions of its obligations under this Agreement shall not have been satisfied at or prior to the closing on the Closing Date and (if not satisfied) shall not have been waived by it;

(c) By the Authority or the City if the Redevelopment Contract is terminated for any reason; or

(d) By the City if any of the conditions of its obligations under this Agreement shall not have been satisfied at or prior to the Closing Date and (if not satisfied) shall not have been waived by it.

5.2. Rights and Remedies Are Cumulative. The right of termination, as granted to the parties under Section 5.1. above, shall be in addition to, and not in lieu of, any other legal or equitable remedy which the terminating party may have for or in respect of any breach of the obligations hereunder or failure to satisfy a condition to its obligations hereunder by the other party hereto.

5.3. Inaction – Not a Waiver of Failure to Act. Any failures or delays by either party in asserting any of its rights and remedies as to any failure of the other party to act shall not operate as a waiver of any such failure or of any such rights or remedies, or deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such right or remedies; except to the extent barred by an applicable statute of limitations.

ARTICLE VI

GENERAL PROVISIONS

6.1. Enforced Delay; Extension of Times of Performance.

(a) In addition to the specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, when the party seeking extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party, such as but not limited to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

(b) Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the enforced delay, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the enforced delay.

(c) Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City, through its City Manager or its Director of General Services, and the Authority, through its Chairman or Executive Director.

6.2. Non-liability of Consultants, Commissioners, Officers and Employees of the City and the Authority. No consultant, commissioner, officer or employee of either party shall be

personally liable to the other party, or any successor in interest, pursuant to the provisions of this Agreement, nor for any default or breach by any party under the terms of this Agreement.

6.3. Further Documents. The City and the Authority agree to use their good faith efforts to complete and execute, as soon as practicable following the Effective Date, all documentation necessary, appropriate or desirable to carry out the transactions agreed to by the parties in this Agreement.

6.4. Effect of Representations and Warranties. The representations, warranties, covenants and agreements made in this Agreement or any certificate, exhibit or instrument delivered pursuant to this Agreement or in connection with the transactions contemplated hereby shall be deemed representations, warranties, covenants and agreements hereunder as though made herein or therein. Neither (a) the consummation of the transactions contemplated hereby, (b) the delay or omission of a party to exercise any of its rights hereunder, nor (c) any investigation or disclosure that any party makes or any knowledge that any party obtains as a result thereof or otherwise shall affect the liability of the parties to one another for breaches of this Agreement or prevent any party from relying on the representations and warranties contained herein.

6.5. Successors and Assigns. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assignees. Except as expressly provided herein, this Agreement is not assignable by either party without the prior written consent of the other party hereto.

6.6. Entire Agreement; Amendment. This Agreement (including the Recitals and the exhibits attached hereto) and the other documents delivered pursuant hereto and referenced herein constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof and supersede any prior or contemporaneous, written or oral agreements or discussions between the parties. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

6.7. No Third-Party Beneficiaries. The City and the Authority intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third party beneficiary, or any individual or entity other than, respectively, the City and the Authority, or permitted assignees or other transferees of such parties.

6.8. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the Authority, on the one hand, and the City, on the other hand, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever, other than as specifically set out in this Agreement. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

6.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

6.10 Further Acts and Assurances. Each party agrees to comply with any and all reasonable requirements of the other hereafter made from time to time during the period this Agreement is in force that are consistent with the terms hereof and to make, execute and deliver to the other any and all further instruments, documents and agreements as may be reasonably required to carry out or give effect to the terms hereof.

6.11. Survival. Upon any termination of this Agreement, any accrued rights and obligations shall survive such termination.

6.12. Notice. All notices, demands, consents and requests (each a "Notice") permitted or required by this Agreement shall be in writing and shall be served either personally or by certified mail, or by any other delivery service which obtains a receipt for delivery unless any such Notice is required by law and such law provides a different form of delivery or service. Any such Notice served personally shall be delivered to the party being served (provided such Notice may be delivered to the receptionist or any other person apparently in charge of such party's office at its address hereinafter set forth), and shall be deemed complete upon the day of actual delivery or attempted delivery, as shown by an affidavit of the person so delivering such Notice. Any Notice so served by certified mail shall be deposited in the United States Mail with postage thereon fully prepaid and addressed to the parties so to be served at its address hereinafter stated, and service of any such Notice by certified mail shall be deemed complete on the date of actual or attempted delivery as shown by the certified mail receipt. Service of any such Notice by another delivery service shall be deemed complete upon the date of delivery as shown on the receipt obtained by such delivery service.

Notices shall be addressed as follows:

If to City: Director of General Services
City of Kansas City, Missouri
City Hall, 1st Floor
414 East 12th Street
Kansas City, Missouri 64106

With a copy to: City Attorney
City Hall, 28th Floor
414 East 12th Street
Kansas City, Missouri 64106

If to the Authority: LCRA Executive Director
Economic Development Corporation
300 Wyandotte; Suite 400
Kansas City, Missouri 64105

With a copy to: Rouse Frets White Goss Gentile Rhodes, P.C.
Attention: Brian Engel, Esq.
4510 Belleview, Suite 300
Kansas City, Missouri 64111

Each party shall have the right to specify that Notice be addressed to any other address or to the attention of any other person by giving the other party ten (10) days' written Notice thereof.

6.13. Party's Representative. The parties acknowledge that certain actions to be taken under this Agreement may require a prompt response on the part of each of the parties. Accordingly, each of the parties shall designate a representative of the party to be contacted for any such response. The City designates the Director of General Services as its representative for such a response. The Authority designates the Executive Director as its representative for such a response.

6.14. Jurisdiction. EACH PARTY IRREVOCABLY SUBMITS TO PERSONAL JURISDICTION IN MISSOURI AND ANY COURT IN JACKSON COUNTY, MISSOURI, IF EITHER PARTY DECIDES TO INITIATE LEGAL OR EQUITABLE PROCEEDINGS CONCERNING THIS AGREEMENT, PROVIDED SUCH COURT HAS SUBJECT MATTER JURISDICTION OVER THE MATTER AND CONTROVERSY FOR THE ENFORCEMENT OF A PARTY'S OBLIGATIONS UNDER THIS AGREEMENT, AND EACH PARTY WAIVES ANY AND ALL RIGHTS UNDER THE LAW OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN MISSOURI FOR THE PURPOSES OF LITIGATION TO ENFORCE ITS OBLIGATIONS UNDER THIS AGREEMENT.

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

6.16. Negotiated Transaction. The provisions of this Agreement were negotiated by the parties hereto and this Agreement shall be deemed to have been drafted by each party equally.

6.17. Electronic Execution. If a party signs this Agreement and transmits its signature page to the other party by electronic mail, facsimile, or other electronic transmission, the party who receives the transmission may rely upon the transmission as a signed original of this Agreement.

6.18. Effective Date. The "Effective Date" of this Agreement is the date on which it is signed by the last party to sign it.

6.19. Recitals and Exhibits. The Recitals and Exhibits attached hereto are made a part of and incorporated into this Agreement as if fully set forth herein.

6.20. Exchange Property Maintenance. If the Authority accepts the Exchange Property as consideration for sale of the Lot to the Redeveloper in lieu of the Purchase Price cash payment, the Authority will acquire the Exchange Property in accordance with the Redevelopment Contract and the Act, and the City shall agree to maintain the Exchange Property

in accordance with City code requirements and standards pursuant to a separate maintenance agreement between the Authority and the City.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF KANSAS CITY, MISSOURI

By: _____
Yolanda McKinzy
Director of General Services

Date: _____, 2023

Approved as to form:

Abigail Judah
Assistant City Attorney

**LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI**

By: _____
Daniel Moye, Executive Director

Date: _____, 2023

ATTEST:

Susan Tumey, Assistant Secretary

Exhibit 1

Legal Description of the Lot

Lots 4, 5, 6, and the North 10 feet of Lot 7, Block 1, AVONDALE, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.