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Title of Document: Release of Redevelopment Contract

Date of Document: August 22, 2018

Grantor: Land Clearance for Redevelopment Authority of Kansas City, Missouri  
1100 Walnut, Suite 1700, Kansas City, Missouri 64106

Grantee: Truman Medical Center, Incorporated  
2301 Holmes, Kansas City, Missouri 64108

City of Kansas City, Missouri  
414 E. 12<sup>th</sup> Street, Kansas City, Missouri 64106

Document Number: K1206093, Book K2726, Page 1677  
K1206094, Book K2726, Page 1689  
K1206095, Book K2726, Page 1695  
K1206096, Book K2726, Page 1703

Legal Description: See Page 2, and Exhibits A and B, Pages 7 and 8

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## **RELEASE OF REDEVELOPMENT CONTRACT**

THIS RELEASE OF REDEVELOPMENT CONTRACT (this “Release”) is made as of August 22, 2018, among the LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, a public body corporate and politic organized and operating under the laws of the State of Missouri and the ordinances of the City of Kansas City, Missouri (“LCRA”), the CITY OF KANSAS CITY, MISSOURI, a municipal corporation and political subdivision of the State of Missouri (“City”), and TRUMAN MEDICAL CENTER, INCORPORATED, a Missouri non-profit corporation (“Redeveloper”).

### **RECITALS**

A. On October 25, 1989, the LCRA and MBA Properties, a Delaware corporation, and McCormack Baron & Associates, Inc., a Missouri corporation (collectively, “Original Redeveloper”) entered into the Redevelopment Contract, as amended August 28, 1990 and restated on February 21, 1991 (“Original Redevelopment Contract”) for redevelopment of certain real estate located within the Hospital Hill II Urban Renewal Area;

B. The Original Redeveloper subsequently decided not to acquire the property identified in the Original Redevelopment Contract and the City requested that the Authority (i) transfer a portion of the property to the City, upon which the City built the Health Department building located at 2400 Troost Avenue, and (ii) transfer the remainder of the property to the Redeveloper;

C. To effectuate an assignment of development rights under the Original Redevelopment Contract, the parties entered into the following documents: (i) Amendment to Redevelopment dated August 3, 1995, between the Authority and the Original Redeveloper and recorded as Document No. K1206093, Book K2726, Page 1677; (ii) Assignment of Redevelopment Rights and Consent to Transfer of Land dated August 3, 1995, between the Authority and the Original Redeveloper and recorded as Document No. K1206094, Book K2726, Page 1689; (iii) Acceptance of Assignment of Redevelopment Rights dated August 9, 1995, executed by the Redeveloper and recorded as Document No. K1206095, Book K2726, Page 1695; and (iv) Amended and Restated Redevelopment Contract dated August 9, 1995 between the Authority and the Redeveloper and recorded as Document No. K1206096, Book K2726, Page 1703 (collectively, “Redevelopment Contract”);

D. The property subject to the Redevelopment Contract is legally described on the attached Exhibit A (“Property”) and is the site of the Center for Behavioral Medicine (formerly the Western Missouri Mental Health Center) located at 100 E. 24<sup>th</sup> Street and owned by the State of Missouri;

E. The City owns Lot 1, KANSAS CITY HEALTH DEPARTMENT, a subdivision in the City of Kansas City, Missouri, recorded in Plat Book K39 at Page 68 of the official records of the Jackson County, Missouri Recorder of Deeds (“Lot 1”) and has agreed to enter into a ground lease with Charlie’s House, Inc., a Kansas non-profit corporation (“Charlie’s House”), for a portion of Lot 1 as legally described on the attached Exhibit B (“Leasehold Area”), for

construction of a demonstration house for children's safety issues, which ground lease contemplates collaboration with Turn the Page KC, Inc., a Missouri non-profit corporation, of an existing building on Lot 1 formerly known as 2401 Campbell Street, now known as 900 E. 24<sup>th</sup> Terrace, as more specifically described in Ordinance No. 180414 passed June 7, 2018 and Ordinance No. 180537 passed August 2, 2018;

F. The Property and Lot 1 are located within the Hospital Hill II Urban Renewal Area;

G. To facilitate the transaction with Charlie's House, the City has requested that the Authority and the Redeveloper release the Redevelopment Contract as an encumbrance against the Property and Lot 1; and

H. The City, the Authority, and the Redeveloper desire to terminate the Redevelopment Contract and fully release the Property and Lot 1 from restrictions contained in the Redevelopment Contract.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of the Recitals above, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the parties agree as follows, intending to be legally bound.

1. Termination and Release of the Redevelopment Contract. The Redevelopment Contract is terminated and the Authority hereby remises and releases the Property and Lot 1 from the encumbrance and effect of the Redevelopment Contract. All of the Property and Lot 1 is hereby released from the Redevelopment Contract and any and all rights, titles or interests created thereunder, and from and after the date hereof the Redevelopment Contract shall not bind or affect in any way the Property, Lot 1 or any part of either thereof.

2. Eligible Project Area. Nothing herein shall be deemed to be, or operate as, a termination of the Hospital Hill II Urban Renewal Plan currently in place with respect to any of the Property or Lot 1, and each portion of the Property and Lot 1 shall, to the extent currently a part of an urban renewal area, remain as a part of such urban renewal area.

3. Release of LCRA. The Redeveloper releases the Authority from any costs, damages, or liability resulting from the performance or non-performance of obligations of the parties under the Redevelopment Contract.

4. General. This Release (a) shall be governed by and construed in accordance with the laws of the State of Missouri; (b) may be executed in multiple counterparts, each of which shall constitute an original; (c) shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns; and (d) may not be modified, amended or altered except by in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Release effective as of the day and year first above written.

LAND CLEARANCE REDEVELOPMENT AUTHORITY  
OF THE CITY OF KANSAS CITY, MISSOURI

By: \_\_\_\_\_  
Steven D. Hamilton, Chairman

ATTEST:

\_\_\_\_\_  
Greg Flisram, Secretary

STATE OF MISSOURI       )  
  ) ss  
COUNTY OF JACKSON    )

On this\_\_\_\_\_ day of \_\_\_\_\_, 2018, Steven D. Hamilton personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he, on behalf of the Land Clearance for Redevelopment Authority of Kansas City, Missouri, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Jackson, the day and year first above written.

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

\_\_\_\_\_  
Notary Public printed name

My Commission Expires:

TRUMAN MEDICAL CENTER, INCORPORATED

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

Name: \_\_\_\_\_

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

STATE OF MISSOURI     )  
  ) ss  
COUNTY OF JACKSON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, \_\_\_\_\_ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he is the \_\_\_\_\_ of Truman Medical Center, Incorporated, a Missouri non-profit corporation, and that s/he executed the same on behalf of said corporation freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Jackson, the day and year first above written.

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

\_\_\_\_\_  
Notary Public printed name

My Commission Expires:

CITY OF KANSAS CITY, MISSOURI

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

Name: \_\_\_\_\_

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

STATE OF MISSOURI     )  
  ) ss  
COUNTY OF JACKSON    )

On this\_\_\_\_\_ day of \_\_\_\_\_, 2018, \_\_\_\_\_  
personally appeared before me, a Notary Public in and for said County and State, and is known  
to me to be the person described in and who executed the within and foregoing instrument, and  
who acknowledged to me that he is the \_\_\_\_\_ of the City of Kansas City,  
Missouri, a constitutionally chartered municipal corporation and political subdivision of the State  
of Missouri, and that s/he executed the same on behalf of said corporation freely and voluntarily  
and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at  
my office in said County of Jackson, the day and year first above written.

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

\_\_\_\_\_  
Notary Public printed name

My Commission Expires:

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

#### **Redevelopment Contract Land**

**Tract 1: All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15 and the West 32.5 feet of Lot 9 and the West 32.5 feet of the South 20 feet of Lot 10, WILLIAM BALES THIRD ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.**

**Tract 2: Tracts A, B, C and D, as shown on the Certificate of Survey of Lot-Split of Lots 9 and 10, William Bales Third Addition, as filed for record on the 21<sup>st</sup> day of December, 1981, recorded under Document #K-509420 in Book S-1, at Page 145 of Lots 9 and 10, WILLIAM BALES THIRD ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.**

#### **City Health Department Land**

**All of LOTS 1 through 14, both inclusive, BLOCK 6, together with the proposed vacated alley lying West of and adjacent to said LOTS 8 through 14, PORTER PLACE, a subdivision of land in Kansas City, Jackson County, Missouri.**

## **EXHIBIT B**

### **LEASEHOLD AREA LEGAL DESCRIPTION RELEASED FROM EFFECT OF REDEVELOPMENT CONTRACT**

That portion of Lot 1, KANSAS CITY HEALTH DEPARTMENT, a subdivision in the City of Kansas City, Jackson County, Missouri, recorded in Book K39 at page 68 at the Recorder of Deeds Office, being described by Jason R. Loader, PLS-2010018904, on the 4th day of December 2017, as follows:

Commencing at the Southwest corner of said Lot 1; thence on the West line of said Lot 1, North 02 degrees 25 minutes 19 seconds East 64.63 feet to the point of beginning; thence continuing on said West line, North 02 degrees 25 minutes 19 seconds East 170.19 feet; thence North 52 degrees 44 minutes 47 seconds East 14.88 feet; thence North 02 degrees 55 minutes 47 seconds East 31.91 feet; thence South 87 degrees 06 minutes 59 seconds East 22.29 feet; thence South 15 degrees 40 minutes 16 seconds West 12.63 feet; thence South 79 degrees 31 minutes 56 seconds East 8.28 feet; thence North 12 degrees 15 minutes 36 seconds East 10.46 feet; thence South 60 degrees 17 minutes 39 seconds East 96.63 feet; thence South 02 degrees 06 minutes 49 seconds West 163.33 feet; thence North 87 degrees 51 minutes 51 seconds West 127.87 feet to the point of beginning.

The Parties hereto also intend to release from the effect of the Redevelopment Contract the entirety of Lot 1, KANSAS CITY HEALTH DEPARTMENT, a subdivision in the City of Kansas City, Missouri, recorded in Plat Book K39 at Page 68 of the official records of the Jackson County, Missouri Recorder of Deeds