

EXHIBIT 8B

LCRA 11/28/18

8/31/60 - E

B124955

CONSERVATION AGREEMENT

B5536 and 703

This Agreement made and entered into this 10 day of August, 1960, by and between R. J. Mendelsohn and L. J. Reiser - Trustees for R. and J. Simons as recorded in B 5030, page 462 - and George J. Goldberg, as their interests may appear.

hereinafter referred to as the "Owner," and the LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, hereinafter referred to as the "Authority,"

## WITNESSETH THAT:

WHEREAS, the Authority has undertaken the obligation to carry out the Urban Renewal Plan for the Eastside Urban Renewal Project Area dated April 28, 1958, adopted by the City Council of Kansas City, Missouri, on June 13, 1958, by Ordinance No. 22763 which appears of record and on file in the Office of the City Clerk, (such Plan, or as it may be amended from time to time, being hereinafter referred to as the "Plan"), which Plan is incorporated herein by reference, and the Authority having the power of condemnation to acquire property for the purpose of carrying out said Project; and

WHEREAS, the said Project Area is bounded generally by the Intercity Freeway on the north, the Midtown Freeway on the east, 11th Street on the south, and Locust Street on the west, and includes the property owned by the Owner (hereinafter referred to as the "Property") described hereunder:

All of Lot 85 and north one foot of Lot 86, Block 23, Continuation of Smart's Addition No. 3.

A three-story and basement semi-fireproof building, commonly known as the Wilshire Apartment Hotel, is situated on this property at 703 East 10th Street.

WHEREAS, the Authority in completing the Plan proposes to acquire and provide for the clearance and redevelopment of properties in the said Project Area as necessary to fulfill the objectives of such Plan, excepting only the certain Properties which in the best interests of the Plan and the City of Kansas City, Missouri, may be excluded from acquisition and redevelopment for the reason that said Properties are now or will be made compatible with the Plan and the proposed new uses for the Area; and

WHEREAS, the Plan provides that said Properties, excluded from acquisition by the Authority for the reasons above stated, shall be subject to the Regulations and Controls of the Plan (except to the extent that they may be non-conforming as of the date of this agreement) and implemented by the execution of a "Conservation Agreement" with the Owner of such Property; and

WHEREAS, the Owner proposes to subject the Property and any future use thereof to all controls, restrictions and limitations of the Plan for the duration of said Plan in the event the Property is not acquired by the Authority for the purpose of redevelopment.

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

H5536 704

1. In order to comply with and accomplish the objectives of the Plan, the Owner covenants and agrees that the following specific improvements to the Property will be completed within a period of not more than two years after the date of this agreement.

- (a) Corrections will be effected of the current code deficiencies listed and specified by the Commissioner of Buildings and Inspections as necessary to obtain his approval for full compliance with the minimum building code requirements. Said specified corrections are listed in a letter dated April 3, 1962 by the Building Commissioner, a copy of which is attached to this instrument as APPENDIX NO. I and specifically made a part hereof.

(b) ~~Remove old exterior signs with new ones of contemporary design.~~

- (c) Remove all old exterior signs. Advertise no products.  
Mount new signs flush with facade.

- (d) Construct a new canopy to emphasize and protect the  
10th Street entrance.

(e)

2. For the further purpose of accomplishing and carrying out the objectives of the Plan, the Owner further covenants as follows, and agrees that such covenants are and shall be covenants running with the land:

- (a) No part of the Property will be severed, sold, assigned or devised for any use contravening the Plan for its duration.

- (b) Upon completion of the improvements referred to in 1. above, the Property will be voluntarily maintained in conformance with the legally applicable requirements and standards of the Minimum Housing Code and Building Code of Kansas City with such prudence as will prevent unwarranted decadence incompatible with the character, condition and use of adjacent and neighboring properties.

- (c) Any future use of, or new improvements constructed on, the Property will be in strict conformance with the provisions, controls and limitations of the Plan.

3. In consideration of the accomplishment of the objectives of the Plan as to this Property through the agreement by the Owner that the Property will be subject hereafter to the limitations and controls of the Plan, the Authority agrees that it will carry out the Plan to completion and that the Property will not be acquired from the Owner by the Authority in carrying out its obligations and responsibility to undertake and complete the Plan. The Authority further agrees that it will enforce the limitations and controls of the Plan in the Project Area.

B 5536 REG 705

IN WITNESS WHEREOF, this instrument has been executed in duplicate by the parties hereto as of the day and year first above written.

ATTEST:

L. L. Peiser  
Trustee

By L. L. Peiser and L. L. Peiser, Trustee  
for H. and T. Sines

LAND CLEARANCE FOR REDEVELOPMENT  
AUTHORITY OF KANSAS CITY, MISSOURI

ATTEST:

[Signature]

By Robert L. McHenry  
Chairman, Board of Commissioners

STATE OF Missouri ss.  
COUNTY OF St. Louis

On this 13th day of August, 1962, before me, the undersigned, a Notary Public, personally appeared L. L. Peiser to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have herunto set my hand and affixed my official seal at my office in St. Louis, Missouri in said County and State, the day and year last above written.

[Signature]  
Notary Public in and for said  
County and State

My term expires one year from date

STATE OF Florida ss.  
COUNTY OF Orange

On this 12th day of September, 1962, before me, the undersigned, a Notary Public, personally appeared L. L. Peiser to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have herunto set my hand and affixed my official seal at my office in Orlando, Florida in said County and State, the day and year last above written.

W. Eugene F. Schmitt  
Notary Public in and for said  
County and State

My term expires Notary Public, State of Florida at Large  
My Commission expires June 25, 1965

STATE OF MISSOURI)

COUNTY OF JACKSON)

SS. H5536, 2706

On this 21st day of September, 1962, before me, appeared Robert L. Ziehm, Jr., to me personally known, who being duly sworn, did say that he is the Chairman of LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, a public corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said public corporation and that said instrument was signed and sealed in behalf of said public corporation by authority of its Board of Commissioners, and said Robert L. Ziehm, Jr. acknowledged said instrument to be the free act and deed of said public corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

Edith M. Perry  
Notary Public within and for said  
Jackson County and State Missouri

My commission expires My Commission Expires Dec. 11, 1964

## APPENDIX NO. 1

*h.k.*



## City of KANSAS CITY, MISSOURI

PUBLIC WORKS DEPARTMENT  
DIVISION OF BUILDINGS AND INSPECTION

1001 NORTH 10TH STREET  
KANSAS CITY, MISSOURI  
64108-1001

April 1, 1962

Mr. A. J. Harmon  
Executive Director and Counsel  
Land Clearance for Redevelopment  
Authority of Kansas City, Missouri  
430 Argyle Building  
Kansas City 6, Missouri

B-5536-40707

Re: Wilshire Apartment Hotel  
701 East 10th St

Dear Mr. Harmon:

Reinspection of this building shows little change in structural and architectural requirements, other than evidence of further deterioration.

**Exterior.** The building outline is rectangular with short West side of rectangle facing on Holmes Street, a long (North) side of rectangle facing on 10th Street. It is a three-story and basement, and with proper application of fire resistance to the structural steel interior framing, could be brought up to meet Building Code requirements for Fire Resistive Type II construction. Some settlement is evident along West and South exterior walls. These exterior walls are of solid masonry and terra cotta tile in poor to fair condition, needing tuck pointing pretty badly. The parapet walls that extend above the roof surface are in poor condition with the high sections at points along the exterior wall approaching a state of collapse with terra cotta urns and other ornamental units out of plumb, leaning inward. The exterior wood window frames and double hung sash are in poor to fair condition needing caulking and paint as well as some repair and replacement. Public sidewalk breaking up with indications of washing out of bearing soil under the walk. Statement above regarding need of tuck pointing applies, as stated, to West and South walls. North and East walls, while needing tuck pointing are not in as bad condition.

**Exit lights.** There are no exit lights within this building. They should be provided.

**Basement.** Stone basement walls in fair condition needing some repair. The boiler room does not have fire resistive separation from the balance of the basement. The basement ceiling consists of a thin scratch coat of plaster on metal lath, this could be brought up to give required fire resistive protection to the open web steel bar joist and steel girders supporting the first floor slab of concrete supported on hybrid lath. The steel columns of the building are exposed

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Executive Director and Counsel  
Land Clearance for Redevelopment  
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without fire resistive protection in the basement areas. There is no fire resistive separation at stairway, between the basement and first floor. Provide one-hour wall between boiler room and basement with fire door and one-hour separation at basement stairway.

**Elevator:** There is no elevator in this building.

**Stairways:** Only one stairway in the building. It is located at mid-point of the 10th Street frontage, and extends basement to third floor as an intermediate landing and return type wood stairway open and without fire resistive protection through its full height. There is a rear exit door at the intermediate landing between the basement and first floor. The means of egress from the second and third floors is inadequate and does not meet minimum Building Code requirements.

1. Provide two enclosed stairways or approved fire escapes for exit from 2nd and 3rd floors.

**Fire Escapes:** There are no fire escapes on this building. The placing of an approved type fire escape at each end of the central corridors serving the second and third floors with required exit light installations would greatly reduce the life hazard that now exists.

1. Install proper exit lights.

**Floor Finishes:** The general condition of the surfacing and exterior finish is fair to good. The 2nd and 3rd floor construction is concrete slab on hybrid lath supported by open web steel bar joist with metal lath and plaster ceiling, all in reasonably good condition and do not show any settlement effects. Supporting steel columns were concealed by plaster walls and it was not possible to determine if the columns had the minimum fire resistive protection required by the Building Code. This inspection revealed severe damage to some apartments entrance doors and, in some instances damage to the corridor walls around the doors.

**Electrical Wiring:** Service. Land side of service needs rewiring and repairing. A number 10 non-metallic sheathed cable runs from service across basement through lockers and through ceiling to floors above. Possibly for air conditioners - not strapped. Should be in metal. A number 6 fender runs from switchboard twenty feet or more of it not strapped. Lays on steam line. Circuits in fuse panels not overfused. Two apartments in basement wired in lamp cord. Lamp cord wrapped around gas line at gas meter. Exceedingly dangerous. Wiring in apartments, poor to fair. Business establishment, 1003 Holmes, lamp cord wiring all over the place. Imminently hazardous.

**Plumbing:** Basement: Relief valve shall be installed in water heater at hottest point of water. Black pipe shall be changed between water heaters and storage tank to galvanized pipe.

Basement Apartment: Sink trap and tail piece shall be renewed. Install new toilet seat.

Apartment 117 Tub and lavatory o.k.

Sink trap shall be renewed. Gas line shall be 3/4" copper or brass stove connection. Faucets leak.

Apartment 203 Tub and lavatory o.k. Faucets leak.

Sink trap shall be renewed.

Install new toilet seat.

Gas line shall be 3/4" copper or brass stove connectors.

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B5536-2700

Plumbing, Continued

- Apartment 208: Tub and lavatory o.k. Faucets leak.  
Install new toilet seat. Sink trap shall be renewed.  
Gas line shall be 3/4" copper or brass stove connector.
- Apartment 210 Tub and lavatory o.k. Faucets leak.  
Sink trap shall be renewed.  
Gas line shall be 3/4" copper or brass stove connector.
- Apartment 305 Tub o.k. Install new lavatory. Faucets leak.  
Sink trap shall be renewed.
- Apartment 307 Tub and lavatory o.k. Faucets leak.  
Sink trap shall be renewed.  
Gas line shall be 3/4" copper or brass stove connector.
- Apartment 304 Tub and lavatory stripped and run off very noisy. Faucets leak.  
Sink trap shall be renewed.  
Gas line shall be 3/4" copper or brass stove connector.
- Apartment 303 Tub and lavatory o.k. Faucets leak.  
New water closet shall be installed.  
Gas line shall be 3/4" copper or brass stove connector.
- Apartment 301 Tub and lavatory o.k. Install new toilet seat.  
Sink trap shall be renewed.  
Gas line shall be 3/4" copper or brass stove connector.
- Apartment 100 102, 109, 201, 209, 212, 3-2, 3-3  
Tub and lavatories o.k. Faucets leak.  
Sink trap shall be renewed.  
Gas line shall be 3/4" copper or brass stove connector.
- Heating system fails. Steam piping needs new covering. Water piping shows signs of leaks and shall be renewed where needed.

Very truly yours,

*William B. Brown*

William B. Brown, Commissioner  
Buildings and Inspections

WAB:leh  
cc Cooper Realty Co.  
Rm 600 Temple Bldg.  
903 Grand Ave