

## INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of June, 2019, by and between Indian Mound Neighborhood Association, a Missouri nonprofit corporation (“Association”), and Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri (“LCRA”).

### RECITALS

WHEREAS, LCRA is governed by the Land Clearance for Redevelopment Authority Law, Sections 99.300, *et seq.*, RSMo, as may be amended from time to time (“LCRA Law”), and is exercising the powers granted by the LCRA Law by virtue of Committee Substitute for Ordinance No. 16120, duly passed by the City Council of the City on November 21, 1952.

WHEREAS, by its Resolution No. 4-5-17 dated April 26, 2017 (“Resolution”), LCRA approved a property donation program and policy (“Program”) in cooperation with Legal Aid of Western Missouri, a Missouri nonprofit corporation (“Legal Aid”), to assist Legal Aid and certain designated neighborhood groups combating vacant housing in distressed census code tracts. The Program seeks to facilitate housing redevelopment by LCRA temporarily acquiring title to property for the purpose of utilizing LCRA’s tax exempt status to clear unpaid taxes and special assessments and then transferring the property back to the selected developer or neighborhood organization for redevelopment.

WHEREAS, to be eligible for the Program, the subject property must be within an Urban Renewal Area situated within MVA-defined Category Types G-I as shown in the color-coded map attached to the Resolution as Exhibit B and each application is subject to the approval of LCRA in accordance with the Program guidelines.

WHEREAS, by its Resolution No. 6-\_\_-19 dated June 19, 2019, LCRA approved acquisition of property located at 415 N. Elmwood Avenue (“Property”) in the Indian Mound Urban Renewal Area for redevelopment in furtherance of the Program. The Property is legally described on the attached Exhibit A.

WHEREAS, the Association acquired the Property under the Abandoned Housing Act pursuant to an order dated April 29, 2019 of the Jackson County, Missouri Circuit Court and is working in coordination with Legal Aid and a designated rehabber to redevelop the Property for use as a single-family home.

WHEREAS, to facilitate the title pass-through of the Property by LCRA under the Program, the parties desire to enter into this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the parties’ agreements under this Agreement and the Program in connection with the Property, and other good and valuable consideration, the

receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Title Pass-Through. The Association acknowledges that LCRA's acquisition of the Property and re-conveyance of the Property to the Association is intended to be temporary and only for so long as it is necessary for any unpaid real property taxes or special assessments to be cancelled by Jackson County, Missouri and the City of Kansas City, Missouri. The Association, as the owner of the Property, further acknowledges having inspected the Property, having observed its physical characteristics and existing conditions, and having had the opportunity to conduct such investigation and study on and of the Property as it deems necessary. The Association agrees to accept title to the Property from LCRA in its present condition "AS IS" and the Association expressly assumes the risk that adverse physical characteristics and existing conditions of any nature or description may not have been revealed by the Association's investigation. LCRA makes no covenant, representation, or warranty, express or implied, as to the suitability of the Property for any purpose whatsoever or as to any existing conditions or defects, hidden, latent or otherwise which may affect the Property, all such warranties being expressly WAIVED by the Association.

2. Indemnity. The Association shall fully indemnify, protect, defend and hold harmless LCRA from and against any and all claims, demands, liabilities, damages, obligations, judgments, and costs, including consequential and punitive damages and reasonable attorneys' fees, costs and expenses, arising, directly or indirectly, from damage or injury, actual or claimed, of whatsoever kind or character, to persons or property occurring or allegedly occurring as a result of any acts or omissions of the Association, its employees, agents, independent contractors, licensees, invitees or others acting by, through or under the Association, in connection with its or their activities conducted under the Program and/or in connection with its or their use, occupancy or redevelopment of the Property, unless caused by the gross negligence or willful misconduct of LCRA.

3. Survival of Obligations. The obligations of the Association under this Agreement shall survive LCRA's re-transfer of title to the Property to the Association, it being intended that no provision of this Agreement shall be deemed to be merged into the deed used by LCRA to convey the Property to the Association, and such conveyance shall not be deemed to affect or impair the rights of LCRA or obligations of the Association under this Agreement.

4. Miscellaneous. No delay in exercising any right or power hereunder will operate as a waiver, and no waiver of any right, power or consent by LCRA will be valid unless in writing. The failure of LCRA to insist upon strict compliance with any of the terms of this Agreement will not be considered to be a waiver of any such terms, nor will it prevent LCRA from insisting upon strict compliance with this Agreement at any time thereafter. No provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. If any provision of this Agreement is held to be void or unenforceable to any extent, such provision shall be enforceable to the maximum extent permitted by applicable law and this Agreement otherwise shall not be void or vitiated thereby.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, collectively, shall be deemed a single original document. This Agreement shall be binding upon the Association, its and their successors and/or assigns, and shall inure to the benefit of LCRA, its successors and/or assigns. The Recitals and Exhibits are incorporated into and made a part of this Agreement as if fully set forth herein.

[Signature page follows on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ASSOCIATION:

INDIAN MOUND NEIGHBORHOOD ASSOCIATION, a  
Missouri nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LCRA:

LAND CLEARANCE FOR REDEVELOPMENT  
AUTHORITY OF KANSAS CITY, MISSOURI

By: \_\_\_\_\_  
Greg Flisram, Executive Director

**EXHIBIT A**

415 North Elmwood (13-820-04-08-00-0-00-000):

Lot 7, Block 13, NORTH BURGE PARK, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.