

SECOND AMENDMENT TO REAL ESTATE SALE CONTRACT

THIS SECOND AMENDMENT TO REAL ESTATE SALE CONTRACT ("Amendment") is made and entered into as of the ____ day of October, 2019 ("Effective Date") between the **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI**, a public body corporate and politic, duly organized and existing under and by virtue of the laws of Missouri and the ordinances of the City of Kansas City, Missouri, having its office at 300 Wyandotte, Suite 400, Kansas City, Missouri, 64105 ("Seller"), and **COLUMBUS PARK DEVELOPMENT GROUP 2, LLC**, a Missouri limited liability company, or its successors and assigns, having its office at 401 Charlotte, Kansas City, Missouri 64106 ("Buyer").

RECITALS

The following recitals are a material part of this Contract:

A. Seller and Buyer entered into the Real Estate Sale Contract dated July 7, 2017, as amended by the Amendment to Real Estate Sale Contract dated November 28, 2018 (collectively, the "Sale Contract") for the sale of the property ("Phase Two Property") legally described on the attached Exhibit A in furtherance of the Buyer's project pursuant to the Amended and Restated Redevelopment Contract effective as of August 25, 2015, and recorded as Document No. 2015E0081640 between Seller and Columbus Park Development Group, LLC, an affiliate of Buyer, as amended by the Amendment to Amended and Restated Redevelopment Contract effective July 7, 2017, and recorded as Document No. 2017E0087115 (collectively, the "Redevelopment Contract").

B. Columbus Park Development Group, LLC, assigned its interest in the Redevelopment Contract as to the Phase Two Property to Buyer pursuant to the Assignment, Assumption and Ratification Agreement effective as of July 7, 2017, and recorded as Document No. 2017E0087121.

C. The Sale Contract allows for the sale of the Phase Two Property to be accomplished in one or more transactions. The first transaction for the sale of Tracts 1 and 2 as shown in the attached Exhibit A closed on or about December 15, 2017.

D. Buyer has requested that Seller transfer the remainder of the Phase Two Property (Tracts 3, 4, and 5) for the purpose of facilitating further redevelopment within the Columbus Park Urban Renewal Area, and Seller desires to sell the remainder of the Phase Two Property to Buyer.

E. Pursuant to the Sale Contract, Buyer's Purchase Deadline to acquire all of the Phase Two Property was April 30, 2019. Seller and Buyer desire to amend the Sale Contract to extend the Purchase Deadline to allow Buyer to purchase the remainder of the Phase Two Property as contemplated in the Redevelopment Contract and in the Sale Contract, as amended by this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Amendment and other good and valuable mutual consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I AMENDMENTS

Section 1.01 Purchase Deadline. Article I.2. of the Sale Contract is amended by deleting “**April 30, 2019**” as the Purchase Deadline and replacing that date with “**December 31, 2019**” as the new Purchase Deadline.

Section 1.02 Closing Costs. The Sale Contract is amended by deleting Article IV.3. in its entirety and replacing it with:

3. Closing Costs. All closing costs shall be paid by Buyer, including but not limited to, the cost of the Commitment, the Title Insurance Policy (and any endorsements requested by Buyer), the Survey, the escrow and closing costs charged by the Title Company, the cost to record the Deed and any other documents to be recorded as part of the Closing, and reasonable attorney’s fees incurred by Seller. Further, as additional consideration for Seller to extend the Purchase Deadline, Buyer shall pay carrying costs incurred by Seller since April 30, 2018, which carrying costs include payments for property maintenance, property security, utilities, and other related costs commonly associated with the ownership of commercial property (“Carrying Costs”).

Seller and Buyer acknowledge that this amendment is consistent with Article XI.11.4 of the Sale Contract, which requires Buyer to pay to Seller all of its reasonable fees and costs incurred, including Carrying Costs and costs of attorneys, and the parties further acknowledge that Seller has no leftover rental funds from its prior lease of the property at 401 Charlotte (Tract 3 on the attached Exhibit A), which property is vacant and not tenanted, or other funds to pay Seller’s costs incurred in this transaction, including its Carrying Costs or attorney’s fees. Buyer hereby affirms its obligation to pay, and agrees to pay, Seller’s reasonable fees and costs, including Carrying Costs and costs of attorneys, incurred in connection with this transaction.

ARTICLE II MISCELLANEOUS

Section 2.01 Full Force and Effect. Except as amended, updated, supplemented by this Amendment, the terms and conditions of the Sale Contract shall remain in full force and effect.

Section 2.02 Execution of Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Amendment has been executed as of the Effective Date.

[SEAL]

LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI

By: _____
Steven D. Hamilton, Chairman

"SELLER"

ATTEST:

By: _____
Daniel Moye, Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this ____ day of October, 2019, before me, a notary public within and for said county and state, appeared Steven D. Hamilton to me personally known, who being by me duly sworn, did say that he is the Chairman of Land Clearance for Redevelopment Authority of Kansas City, Missouri ("Authority"), and that the seal affixed to the foregoing instrument is the corporate seal of the Authority, and that said Second Amendment to Real Estate Sale Contract was signed and sealed in behalf of the Authority by authority of its Board of Commissioners and he acknowledged said instrument to be the free act and deed of the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

(Printed Name)

My Commission Expires:

COLUMBUS PARK DEVELOPMENT GROUP 2, LLC

By: _____

Printed Name: Daniel F. Musser

Title: Member

"BUYER"

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of October, 2019, before me, a notary public within and for said county and state, appeared Daniel F. Musser, known to me to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is a member of Columbus Park Development Group 2, LLC, a Missouri limited liability company, and that said Second Amendment to Real Estate Sale Contract was signed and sealed in behalf of said limited liability company, by authority of its members, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

(Printed Name)

My Commission Expires:

EXHIBIT A
Legal Description of the Phase Two Property

- 1. Block 1, Lot 1, Columbus Park Phase I, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof. (containing 55,110 square feet, more or less) (“Block 1, Lot 1”)**
- 2. Block 4, Lot 1, Columbus Park Phase I, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof. TOGETHER WITH, ALL THAT PART OF LOT 2, BLOCK 4, COLUMBUS PARK PHASE 1, A SUBDIVISION IN SECTION 32, TOWNSHIP 50 NORTH, RANGE 33 WEST, KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE N14°41’26”W, ALONG THE WESTERLY LINE OF SAID LOT 2, 22.57 FEET, TO THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 3 OF SAID BLOCK 4; THENCE N75°46’04”E, ALONG SAID WESTERLY PROLONGATION, 142.02 FEET, TO THE EASTERLY LINE OF SAID LOT 2; THENCE S14°39’13”E, ALONG SAID EASTERLY LINE, 20.60 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE S74°58’15”W, ALONG THE SOUTHERLY LINE OF SAID LOT 2, 142.01 FEET TO THE POINT OF BEGINNING, CONTAINING 19,137 SQUARE FEET, MORE OR LESS.**
- 3. Block 4, Lot 2, Columbus Park Phase I, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof. EXCEPT, ALL THAT PART OF LOT 2, BLOCK 4, COLUMBUS PARK PHASE 1, A SUBDIVISION IN SECTION 32, TOWNSHIP 50 NORTH, RANGE 33 WEST, KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE N14°41’26”W, ALONG THE WESTERLY LINE OF SAID LOT 2, 22.57 FEET, TO THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 3 OF SAID BLOCK 4; THENCE N75°46’04”E, ALONG SAID WESTERLY PROLONGATION, 142.02 FEET, TO THE EASTERLY LINE OF SAID LOT 2; THENCE S14°39’13”E, ALONG SAID EASTERLY LINE, 20.60 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE S74°58’15”W, ALONG THE SOUTHERLY LINE OF SAID LOT 2, 142.01 FEET TO THE POINT OF BEGINNING, CONTAINING 22,579 SQUARE FEET MORE OR LESS.**
- 4. Block 4, Lot 3, Columbus Park Phase I, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof. (22,570 square feet) (“Block 4, Lot 2”)**
- 5. Block 5, Lot 2, Columbus Park Phase I, a subdivision in Kansas City, Jackson County, Missouri, TOGETHER WITH, ALL THAT PART OF TRACT B, COLUMBUS PARK PHASE 1, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 2 BLOCK 5, SAID COLUMBUS PARK PHASE 1; THENCE N75°47’38”E, ALONG THE NORTHERLY LINE OF SAID TRACT B, 150.16 FEET, TO THE EASTERLY LINE OF**

SAID TRACT B; THENCE S14°37'00"E, ALONG SAID EASTERLY LINE, 4.89 FEET; THENCE CONTINUING ALONG THE EASTERLY AND SOUTHEASTERLY LINES OF SAID TRACT B ON A CURVE TO THE RIGHT WITH A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 90°24'38", AN ARC DISTANCE OF 23.67 FEET; THENCE S75°47'38"W, ALONG THE SOUTHERLY LINE OF SAID TRACT B, 135.07 FEET, TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 2; THENCE N14°34'22"W, ALONG SAID SOUTHERLY PROLONGATION, 20.00 FEET, TO THE POINT OF BEGINNING, CONTAINING IN TOTAL 29,978 SQUARE FEET MORE OR LESS.