

**SALE AND REDEVELOPMENT AND FUNDING CONTRACT**

**between**

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

**and**

**EXACT PARTNERS, LLC**

**DATED \_\_\_\_\_, 2020**

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## **SALE AND REDEVELOPMENT AND FUNDING CONTRACT**

This SALE AND REDEVELOPMENT AND FUNDING CONTRACT ("***Contract***") is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_ 2020 (the "***Effective Date***"), by 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, and EXACT PARTNERS, LLC, a Missouri limited liability company.

### **RECITALS**

A. The Authority is a public body corporate and politic created by the LCRA Law and is transacting business and exercising the powers granted by the LCRA Law by virtue of Committee Substitute for Ordinance No. 16120, duly passed by the City Council on November 21, 1952.

B. The Redeveloper is a Missouri limited liability company with offices at 1106 E. 30<sup>th</sup> Street, Suite D, Kansas City, Missouri 64109.

C. The City of Kansas City, Missouri (the "***City***") owns the vacant Property at 2701 Troost Avenue and 2702 Troost Avenue, Kansas City, Missouri legally described on Exhibit 1 and identified on the site map attached as Exhibit 2 (the land and the improvements on the land are the "***Property***"). The Property is located within the Hospital Hill II Urban Renewal Area.

D. The Authority issued a Request for Qualifications and Proposals ("***RFP***") dated June 14, 2019 for the "Two Corners" site located at 2701 Troost Avenue and 2702 Troost Avenue. On or about August 10, 2019, Exact Partners, LLC, a Missouri limited liability company, submitted a proposal to acquire and develop the Property as a mixed-use residential and commercial project to complement adjacent existing improvements as well as new development projects currently under construction ("***Project***").

E. The City is willing to convey the Property to LCRA to facilitate redevelopment of property along Troost Avenue in accordance with Sections 99.580 and 99.590, RSMo, subject to the following conditions: (1) the Purchase Price for the Property shall be as defined in this Contract and not the amount initially offered by the Redeveloper; (2) the Redeveloper shall pay the closing costs for the transfer of the Property from the City to the Authority and from the Authority to the Redeveloper, including all fees and expenses incurred by the City and the Authority, including attorney's fees, all fees charged by the Title Company, and all other fees and expenses related to the transfers contemplated in this Contract; and (3) subject to a development agreement between Redeveloper and the Beacon Hill Redevelopment Corporation with specific benchmarks according to design standards approved by the Neighborhood Design Review Committee, and in conformance with the Beacon Hill 353 Plan.

F. The Authority adopted Resolution No. 3-4-19 dated March 27, 2019 authorizing the Authority to issue the RFP for the acquisition and use of the Property.

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G. The City Council passed Ordinance No. 171034 dated January 18, 2018 authorizing the transfer of the Property to the Authority for the further development of the Beacon Hill project within the Hospital Hill II Urban Renewal Area.

H. The Authority has solicited proposals for acquisition from the Authority of the Property and redevelopment of the Property. The Authority has selected the Redeveloper as redeveloper of the Property and the Authority is willing to accept title to the Property and to immediately convey the Property to the Redeveloper at such time as the Redeveloper is in a position to accept title to the Property and to proceed with the redevelopment of the Property.

I. The Authority and the City have entered into or will enter into the Purchase Agreement, pursuant to which the City will convey the Property to the Authority on the condition that the Authority convey the Property to the Redeveloper, as authorized by Sections 99.580 and 99.590, RSMo. As part of a simultaneous closing, the Authority is willing to accept title to the Property from the City and immediately convey the Property to the Redeveloper at such time as the Redeveloper is in a position to accept title to and proceed with the Project.

J. The Redeveloper has applied for or will apply for tax abatement assistance from the Beacon Hill Redevelopment Corporation pursuant to the Chapter 353 Redevelopment Contract for the Project and the Redeveloper is not seeking tax abatement assistance from the Authority.

## **AGREEMENT**

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

## **ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION**

Section 1.01 Definitions. The following terms shall have the following meanings as used in this Contract:

**"Applicable Laws"** means all then applicable statutes, laws, rules, regulations, ordinances, executive orders, decrees, writs, judgments, orders and administrative and judicial opinions enacted, promulgated and/or issued by any federal, state, county, municipal or local governmental, quasi-governmental, administrative or judicial authority, body, agency, bureau, branch, department or tribunal.

**"Authority"** means the Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body corporate and politic created pursuant to the LCRA Law, and its successors and assigns and any surviving, resulting or transferee entity.

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**"Beacon Hill 353 Plan"** means the development plan, as amended, referenced in the Chapter 353 Redevelopment Contract providing for the construction of a redevelopment project.

**"Beacon Hill Redevelopment Corporation"** means the Beacon Hill Redevelopment Corporation, a Missouri corporation, authorized to implement tax abatement pursuant to the Chapter 353 Redevelopment Contract.

**"Board"** means the Board of Commissioners of the Authority, which is the governing body of the Authority.

**"Chapter 353 Redevelopment Contract"** means the Chapter 353 Redevelopment Contract dated August 17, 2004 between the Beacon Hill Redevelopment Corporation and the City and recorded as Instrument No. 2004K0055517, as amended.

**"City"** means the City of Kansas City, Missouri, a constitutional charter city and political subdivision of the State, and its successors and assigns.

**"City Council"** means the City Council of the City, which is the governing body of the City.

**"Contract"** means this Sale and Redevelopment and Funding Contract, entered into by the Authority and the Redeveloper, as may be amended from time to time.

**"Costs of Sale"** means costs associated with conveyance of the Property to the Authority and conveyance of the Property to the Redeveloper and shall include charges of the Title Company (as defined in Section 4.01) 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 or Redeveloper may obtain; and any other reasonable costs and expenses that the City or the Authority has incurred with respect to the conveyances, including, but not limited to, reasonable professional costs and expenses for legal, title, survey, appraisal, environmental, engineering, and other related or customary professional services performed in connection with the conveyances contemplated by the Purchase Agreement and this Contract.

**"Cure Period"** means a period of thirty (30) days after written notice is given by a non-defaulting party to the defaulting party of an Event of Default, as defined in Article IX of this Contract, during which time the defaulting party may cure any such Event of Default.

**"LCRA Law"** means the Land Clearance for Redevelopment Authority Law, Sections 99.300, *et. seq.*, as amended from time to time.

**"Project"** has the meaning set forth in the Recitals of this Contract.

**"Property"** has the meaning set forth in the Recitals of this Contract.

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**“Purchase Agreement”** means the Purchase Agreement between the City and the Authority concerning the conveyance of the Property to the Authority in furtherance of the redevelopment of the Project.

**"Purchase Price"** has the meaning set forth in Section 3.01 of this Contract.

**"Redeveloper"** means Exact Partners, LLC, a Missouri limited liability company, or any other person, partnership, public or private corporation, limited liability company, or agency which enters or proposes to enter into a redevelopment or rehabilitation or renewal contract for the Property with the Authority.

**"Redevelopment Plan"** means the Redeveloper's plan attached to and incorporated into this Contract as Exhibit C, pursuant to which the Redeveloper will complete the Project.

**"State"** means the State of Missouri.

**"Transaction Document" or "Transaction Documents"** means this Contract, the Purchase Agreement, the Redevelopment Plan, the Urban Renewal Plan, the Special Warranty Deed, and any other document related to the Project.

**“Urban Renewal Area”** means the Hospital Hill II Urban Renewal Area, as described in the Urban Renewal Plan.

**“Urban Renewal Plan”** means the Hospital Hill II Urban Renewal Plan, as amended.

**"Workable Program"** means The Workable Program of the Authority, and the Rules for the Implementation of The Workable Program of Authority, approved by the Board by Resolution Nos. 10-9-00 and 10-10-00 dated October 4, 2000, as amended from time-to-time.

Section 1.02 Other Defined Terms. Words and phrases that are not capitalized shall have the meaning, if any, given to such words or phrases in the LCRA Law. If not defined in the LCRA Law, such terms shall be given their plain and ordinary meaning.

Section 1.03 Headings. The headings and captions of this Contract are for convenience and reference only, and in no way define, limit or describe the scope or intent of this Contract or any provision of this Contract.

Section 1.04 Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular shall include the plural and vice versa, and words importing person shall include entities, associations and corporations, including public bodies, as well as natural persons.

Section 1.05 Conflicting Provisions. In the event of any conflict between the terms of this Contract and the Redevelopment Plan, the terms of this Contract shall prevail.

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## ARTICLE II SALE OF THE PROPERTY

Subject to the terms and provisions of this Contract, the Authority agrees to sell to the Redeveloper, and the Redeveloper agrees to purchase from the Authority, the Property, which is located in Kansas City, Jackson County, Missouri, and legally described on the attached Exhibit A. The purchase and sale of the Property is subject to (i) all easements, restrictions, covenants and reservations now of record affecting the Property; (ii) this Contract; (iii) the Urban Renewal Plan; (iv) such facts as an accurate survey and environmental assessment and other investigations would disclose; (v) all zoning laws, subdivision regulations, and all other laws, rules and regulations affecting the Property; (vi) the lien of any unpaid taxes and assessments of any type; and (vii) the Title Company's (defined below) standard printed exceptions (collectively, the "**Permitted Exceptions**").

## ARTICLE III THE PURCHASE PRICE

Section 3.01 Price. The purchase price for the Property shall be Thirty Thousand and no/100 Dollars (\$30,000.00) (the "**Purchase Price**"), payable as set forth in Section 3.03 of this Article. In addition to the Purchase Price, the Redeveloper shall pay the Costs of Sale incurred by the City and the Authority in connection with the transfer and sale of the Property pursuant to the Purchase Agreement and this Contract.

Section 3.02 Deposit. The Redeveloper has deposited with the Authority or the Title Company, the sum of Five Thousand and no/100 Dollars (\$5,000.00) ("Deposit"), which Deposit may be used on behalf of and applied against amounts owed to the Authority by the Redeveloper. The Authority shall not have an obligation to pay to the Redeveloper, nor shall the Redeveloper be entitled to, any interest on the Deposit.

Section 3.03 Payment. On the Closing Date (defined below), the Redeveloper shall pay to the Authority the Purchase Price and the Authority shall transfer the Purchase Price plus the City's Costs of Sale, minus the Authority's Costs of Sale and the Authority's reasonable administrative costs, to be paid by the Redeveloper, to the City.

## ARTICLE IV TITLE COMMITMENT/POLICY CONDITION/INDEMNIFICATION/WARRANTIES

Section 4.01 Commitment and Policy. On or before the Title Transfer Notice Date (as defined below), the Redeveloper shall obtain a title insurance commitment ("**Commitment**") from such title company to be designated by Redeveloper ("**Title Company**") which includes the Permitted

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Exceptions and provide a copy of the Commitment to the Authority. The Redeveloper shall pay on or before the Closing, the cost of the Commitment and, if the Redeveloper desires to obtain an owner's title insurance policy ("**Policy**"), the Redeveloper shall pay the premium for the Policy.

Section 4.02 Property Condition. The Authority makes no covenant, representation or warranty, 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 existing conditions or defects, hidden, latent or otherwise, all such warranties being expressly WAIVED by the Redeveloper. The Redeveloper 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 Redeveloper further acknowledges and agrees that the Property is to be sold and conveyed to, and purchased and accepted by the Redeveloper, in its present condition, "AS IS", and the Redeveloper expressly assumes the risk that adverse physical characteristics and existing conditions may not have been revealed by its investigation.

Section 4.03 Indemnity. The Redeveloper shall defend, indemnify and hold harmless the Authority, and its successors, assigns and agents, for an unlimited period against all damages (including consequential damages), claims, liabilities, losses, fines, judgments, orders, and expenses, including, without limitation, attorneys' and professional fees and litigation costs, incurred in connection with or arising out of (i) any material misrepresentation or breach of warranty, covenant, or undertaking by the Redeveloper under this Contract; (ii) injury or death to persons or damage to property resulting from the Redeveloper's activities, or its agent's or contractor's activities, on the Property; (iii) any contaminants, pollutants or hazardous wastes or toxic substances now, previously or later located on, under, within or emanating from all or any part of the Property wherever and whenever disposed; (iv) the past, current and future use of all or any part of the Property by the Redeveloper or its agents; and (v) conditions on, or under all or any part of the Property now or later existing. The indemnity obligations contained in this Contract include within them all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in enforcing any right to indemnity contained in this Contract.

Section 4.04 The Redeveloper's Warranties. The Redeveloper represents, warrants and covenants to Seller, that:

- (a) the Redeveloper is a Missouri limited liability company;
- (b) the Redeveloper has the requisite power and authority to enter into this Contract;
- (c) there is no default by the Redeveloper under this Contract;
- (d) neither the execution and delivery of this Contract, nor the fulfillment of or compliance with the terms and conditions of this Contract, nor the consummation of the transactions contemplated by this Contract, conflicts with or results in a breach of the

terms, conditions or provisions of any restriction or any agreement or instrument to which the Redeveloper is now a party or by which the Redeveloper is bound;

(e) there is no action, threatened or pending, against the Redeveloper which would prevent or impair the Authority's or the Redeveloper's performance hereunder;

(f) the Redeveloper shall develop and use the Property only as permitted and/or required by the Project, the Urban Renewal Plan and the Redevelopment Plan; and

(g) the Project will advance the purposes of the LCRA Law.

#### Section 4.05 The Authority's Warranties.

(a) The Authority is a public body corporate and politic duly organized under the laws of the State and ordinances of the City and has corporate power to enter into this Contract. The Board has duly authorized the negotiation, execution and delivery of this Contract.

(b) No commissioner of the Authority or any other officer of the Authority has any conflicting interest (financial, employment or otherwise) in the Redeveloper, the Project or the transactions contemplated by this Contract.

Section 4.06 Survival of Representations, Warranties and Covenants. All representations, covenants and warranties of the Redeveloper and the Authority contained in this Contract, in any certificate or other instrument delivered by the Redeveloper or the Authority pursuant to this Contract, or otherwise made in conjunction with the Project, shall survive the execution and delivery of this Contract.

## ARTICLE V CLOSING PROCEDURE

Section 5.01 Closing Date. The closing of the sale of the Property ("**Closing**") shall occur on a date that is not less than thirty (30) days after the date ("**Title Transfer Notice Date**") of a written notice ("**Title Transfer Notice**") from the Redeveloper to the Authority and the City requesting that the City convey the Property to the Authority pursuant to the terms and conditions of the Purchase Agreement and that the Authority immediately convey the Property to the Redeveloper pursuant to the terms and conditions of this Contract, or such other date to which the parties mutually agree ("**Closing Date**"), at the office of the Title Company or another place agreed upon by the Authority and the Redeveloper. The conveyance of the Property from the City to the Authority and the conveyance of the Property from the Authority to the Redeveloper shall occur on the Closing Date. The Title Transfer Notice shall also: (a) specify the Closing Date, provided, however, that in no event shall the Closing Date be later than July 1, 2020; (b) include a statement that the Redeveloper has satisfied the conditions precedent to the transfer of the Property under this Contract and copies of documents demonstrating that the Redeveloper has secured financing necessary for the Redeveloper to undertake and complete the Project; and (c) include a copy of the Commitment.

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The Redeveloper has advised the Authority and the City that the schedule for Project construction is generally estimated for commencement in October 1, 2020 and for completion by December 31, 2021.

Section 5.02 Delivery of Documents. At Closing, the Authority shall execute and deliver to the Title Company the Authority's special warranty deed (the "***Special Warranty Deed***"), in substantially the form attached as Exhibit D, conveying the Property to the Redeveloper or designated entity owned and controlled by the Redeveloper. At Closing, the Redeveloper shall execute and deliver the Redeveloper's closing statement and shall deliver the Purchase Price. The parties agree that, at Closing, this Contract and the Special Warranty Deed shall be recorded in the Office of the Director of Records for Jackson County, Missouri in Kansas City.

Section 5.03 Utilities. The Redeveloper shall take all action necessary to transfer the utility service of the Property, if any, from the Authority to the Redeveloper on the Closing Date.

Section 5.06 Prorations of Expenses and Taxes for the Property. The expenses and obligations set forth below shall be prorated as of the Closing Date with respect to the Property, with the City or Authority being responsible for that portion arising prior thereto and the Redeveloper 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 Property is currently owned by the City and 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.

Section 5.04 Costs of Sale. All Costs of Sale shall be borne by the Redeveloper, including but not limited to the cost of the Policy and costs to record this Contract and the Special Warranty Deed. The Redeveloper shall pay for the Authority's legal fees and closing costs incurred in connection with the conveyance of the Property by the City to the Authority and with the conveyance of the Property by the Authority to the Redeveloper.

Section 5.05 Possession. Possession of the Property shall be delivered to the Redeveloper on the recording of this Contract and the Special Warranty Deed.

## **ARTICLE VI BROKERAGE**

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Each party warrants and represents that it has not dealt with any agent or broker in connection with the transactions contemplated by this Contract, and each party agrees to indemnify and hold harmless the other from and against all liability and expense incurred by the other as a result of a breach of this representation.

## **ARTICLE VII**

### **RESTRICTIONS ON USE/CONDITIONS TO PARTIES' OBLIGATIONS**

#### **Section 7.01    Use Restrictions.**

(a)     The Redeveloper covenants and agrees for itself and its successors and assigns and every successor in interest to all or any part of the Property, that the Redeveloper and such successors and assigns shall:

(1)     devote all uses of the Property in accordance with and subject to the provisions regarding use of the Property in the Redevelopment Plan, as described in Exhibit C; and

(2)     not discriminate on the basis of race, color, religion, sexual orientation, family status, handicap, sex or natural origin in the sale, lease or rental or in the use or occupancy of all or any part of the Property.

(b)     It is intended and agreed that the covenants provided in this Section shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by: the Authority, its successors and assigns, the City, any successor in interest in the Property or any part of the Property, in regard to the use restriction provided in subsection (a)(2) of this Section, the United States, against the Redeveloper, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

(c)     The covenant in subsection (a)(1) of this Section shall remain in effect for the duration of the Urban Renewal Plan, and any renewal period or periods thereof, at the end of which time it shall terminate. The covenant provided in subsection (a)(2) of this Section shall remain in effect without limitation as to time.

**Section 7.02    Conditions to the Authority's Obligations.** Unless waived by the Authority, all obligations of the Authority under this Contract are subject to the following conditions precedent:

(a)     The Redeveloper's representations and warranties contained in this Contract shall be true at the time such performance by the Redeveloper 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 Redeveloper is due;

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

(c) The Authority has received the Title Transfer Notice from the Redeveloper at least thirty (30) days prior to the Closing Date indicating that the Redeveloper is ready, willing and able to accept title to the Property;

(d) The Authority has received from the City a deed to the Property pursuant to the terms and conditions of the Purchase Agreement;

(e) The Redeveloper has obtained financing necessary to undertake and complete the Project, including approval from Beacon Hill Redevelopment Corporation for tax abatement assistance; and

(f) Satisfaction of the City's conditions in Recital E.

Section 7.03 Material Inducement. Redeveloper acknowledges that Redeveloper's agreement to the foregoing conditions is a material inducement to the Authority, but for which the Authority would not have entered into this Contract.

Section 7.04 Conditions to the Redeveloper's Obligations. Unless waived by the Redeveloper, all obligations of the Redeveloper under this Contract are subject to the following conditions precedent:

(a) The Authority's representations and warranties contained in this Contract 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;

(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 Contract to be performed or complied with by it on or before the date such performance by the Authority is due.

Section 7.05 Operation and Maintenance of Project Improvements. Redeveloper and its successors and assigns shall operate and maintain the Project improvements in a good state of repair and attractive appearance.

## **ARTICLE VIII REDEVELOPMENT PLAN &**

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## **CONSTRUCTION OF THE PROJECT**

Section 8.01 Redevelopment Plan. The Redeveloper shall redevelop the Property in accordance with the terms and provision of the Redevelopment Plan described on Exhibit C, which contains a narrative description of the Redevelopment Plan for the Property, and which describes the nature and character of the proposed improvements, together with general plans sufficiently complete to indicate the general size, shape, placement and type of construction of each building, if any, to be constructed on the land and the provision and location of any off-street parking facilities. The Redevelopment Plan shall conform to the Urban Renewal Plan.

Section 8.02 Modifications. The Redeveloper shall diligently pursue completion of the Property improvements in conformance with the Redevelopment Plan. Should the Redeveloper deem it necessary or desirable to amend the Redevelopment Plan, the Redeveloper shall submit such proposed modifications to the Authority, including plans and specifications for Project Improvements and a timeline for completion of such improvements. The Authority shall review such modification within a reasonable time and shall send written notice of the Authority's approval or rejection of the modifications to the Redeveloper. If the Authority rejects any such modification, the notice so stating shall set forth the reasons for rejection.

Section 8.03 Construction. The Redeveloper shall construct the Project in accordance with requirements of the development agreement between the Redeveloper and the Beacon Hill Redevelopment Corporation.

## **ARTICLE IX DEFAULT AND TERMINATION**

Section 9.01 Events of Default. The following shall be "Events of Default" under this Contract and the terms "Events of Default" and "Default" shall mean, whenever they are used in this Contract, any one or more of the following events:

(a) Failure by Redeveloper, or its heirs, representatives, successors and assigns, to observe and perform any term, covenant, condition or agreement on their part to be observed or performed under this Contract.

(b) The filing by Redeveloper of a voluntary petition in bankruptcy, or failure by Redeveloper to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of Redeveloper to carry on its operation, or adjudication of Redeveloper as a bankrupt, or assignment by Redeveloper for the benefit of creditors, or the entry by Redeveloper into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Redeveloper in any proceedings whether voluntary or involuntary instituted under the provisions of the federal bankruptcy laws, as amended, or under any similar acts which may hereafter be enacted.

(c) The occurrence of an Event of Default which is not cured within any applicable cure period.

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(d) Failure by Redeveloper, or its successors or assigns, to satisfactorily complete the redevelopment of the Property pursuant to the agreement between Redeveloper and the Beacon Hill Redevelopment Corporation or the failure by Redeveloper, or its successors or assigns, to operate and properly maintain the Property pursuant to its contract with the Beacon Hill Redevelopment Corporation.

Section 9.02 Authority's Remedies. If, on the Closing Date, the Authority has performed its obligations under this Contract, but the Redeveloper has failed to perform the Redeveloper's obligations under this Contract, the Authority shall give written notice to the Redeveloper of the nature of the Redeveloper's default(s) ("Notice of Redeveloper's Default"). If, on or before the fifth (5<sup>th</sup>) day following the giving of the Notice of Redeveloper's Default, the Redeveloper has not cured the Redeveloper's default(s), the Authority shall have the following rights:

(a) the Authority may, at its sole option, elect, as its sole remedy, to retain the Deposit as liquidated damages, in which case this Contract shall be deemed terminated, and neither party shall thereafter have further obligations under this Contract; provided, however, that Redeveloper shall continue to be responsible to pay to the Authority any amounts due under this Contract.

(b) If the Authority elects not to retain the Deposit as liquidated damages, the Authority shall be entitled to exercise all rights and remedies available in law or in equity, including specific performance, damages, and injunctive relief.

Section 9.03 No Waiver. No delay or omission of the Authority to exercise any right or remedy occurring upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence in such Event of Default. Every right and remedy given by this Article or by law to the Authority may be exercised from time to time and as often as may be deemed expedient by the Authority. No waiver of any breach of any covenant or agreement contained in this Contract shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement. In case of a breach by the Redeveloper of any covenant, agreement or undertaking by the Redeveloper, the Authority may nevertheless accept from the Redeveloper any payment or payments made under this Contract without in any way waiving the right of the Authority to exercise any of its rights and remedies provided for in this Contract with respect to any such default or defaults of the Redeveloper which were in existence at the time such payment or payments were accepted by the Authority.

Section 9.04 Rights and Remedies Cumulative. The rights and remedies reserved by the Authority in this Contract and those provided by law shall be construed as cumulative and continuing rights and may be exercised concurrently or alternatively. No one of them shall be exhausted by the exercise of such option on one or more occasions.

## **ARTICLE X NON-MERGER CLAUSE**

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All of the terms, covenants, representations, warranties, restrictions and provisions of this Contract, which by their terms involve a performance of any act or obligation after delivery of the Special Warranty Deed to the Redeveloper, shall survive Closing and delivery of the Special Warranty Deed to the Redeveloper; it being intended that no provision of this Contract shall be deemed to be merged into the Special Warranty Deed used by the Authority to convey the Property to the Redeveloper, and such conveyance shall not be deemed to affect or impair the rights of the Authority or obligations of the Redeveloper under this Contract.

## **ARTICLE XI RISK OF LOSS AND INSURANCE**

Section 11.01 Risk of Loss After Closing Date. So long as the Redeveloper owns the Property, all risk of loss with respect to the Property and any improvements thereon shall be borne by the Redeveloper. The Redeveloper shall, at its expense, maintain or cause to be maintained a policy of all risk casualty insurance insuring the Property and any improvements thereon owned by Redeveloper.

Section 11.02 Release. Anything in this Contract to the contrary notwithstanding, it is agreed that each party hereby releases the other from any claim, demand or cause of action arising out of any loss or damage to the Property caused by a peril insurable pursuant to an all risk casualty insurance policy in standard form available in the State.

## **ARTICLE XII COMPLIANCE WITH APPLICABLE LAWS**

The Redeveloper shall, at its sole cost and expense, comply with all Applicable Laws. The Redeveloper shall also comply with the requirements, rules and regulations of all insurers under the policies required to be carried under this Contract. The Redeveloper shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Redeveloper to comply with the provisions of this Article. Notwithstanding any provision contained in this Article, however, the Redeveloper shall have the right, at its sole cost and expense, to contest or review, by legal or other appropriate procedures, the validity or legality of any such Applicable Laws, or any such requirement, rule or regulation of an insurer, and during such contest or review the Redeveloper may refrain from complying therewith to the extent such noncompliance is expressly permitted by law and provided that such noncompliance does not result in adverse action being taken against the Property, the Project, the Authority or the City.

## **ARTICLE XIII LIENS**

The Redeveloper shall not do or suffer anything to be done by any person or entity whereby all or any part of the Property may be encumbered by any mechanics' or other similar lien while the Redeveloper is the owner of the Property. Whenever and as often as any mechanics' or other similar lien is filed against all or any part of the Property purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Property or the Project, the Redeveloper shall discharge the same of record within thirty (30) days after the date of filing. If the Redeveloper fails to do so, then the Authority may, but shall not be obligated to, take such action and pay such amounts on account of the Redeveloper as may be necessary in order to cause such lien to be discharged of record.

#### **ARTICLE XIV ASSIGNMENT**

Section 14.01 Successors and Assigns. This Contract shall be binding upon and shall inure to the benefit of the Redeveloper and its successors and assigns, and any subsequent purchaser of the Property (provided, however, that this provision shall not be deemed to permit an assignment of this Contract except as specifically provided in this Article), and the term "Redeveloper" as used in this Contract shall be deemed to include such successors and assigns.

Section 14.02 General Assignments. The Redeveloper shall not assign this Contract without the prior written consent of the Authority, which consent may be granted, denied or conditioned in the sole discretion of the Authority. The Authority shall have the right to assign or otherwise transfer this Contract to the City, or to any successor entity created by the City to perform the same functions as the Authority and upon such assignment or other transfer, this Contract shall be binding upon and shall inure to the benefit of the City or to any such successor entity.

#### **ARTICLE XV MISCELLANEOUS PROVISIONS**

Section 15.01 Amendments. This Contract may not be amended, modified, terminated or waived orally, but only by a writing signed by the party against whom any such amendment, modification, termination or waiver is sought.

Section 15.02 No Oral Agreements. This Contract, together with all exhibits referred to in this Contract, contain all the oral and written agreements, representations and arrangements between the parties, and any rights which the parties may have under any previous contracts or oral arrangements are hereby canceled and terminated and no representations or warranties are made or implied, other than those set forth in this Contract.

Section 15.03 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the Authority and its successors and assigns and the Redeveloper and its permitted successors and assigns.

Section 15.04 Severability. The provisions of this Contract are severable. In the event that any provision of this Contract is held to be invalid, illegal or unenforceable to any extent, then the

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remaining provisions of this Contract, and the portion of the offending provision (or any application of such provision) which is not invalid, illegal or unenforceable shall remain in full force and effect.

Section 15.05 Conflict of Interest. No commissioner, officer or employee of the Authority shall have any personal interest, direct or indirect, in the Project, the Property or this Contract, nor shall any such commissioner, officer or employee participate in any decision relating to the Project, the Property or this Contract which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested.

Section 15.06 Execution of Counterparts. This Contract 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.

Section 15.07 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State without regard to conflict of laws.

Section 15.08 Notices. Any notice, approval, request or consent required by or permitted under this Contract shall be in writing and mailed by United States registered or certified mail, postage prepaid, return receipt requested, or delivered by hand, and addressed as follows:

To Authority: Land Clearance for Redevelopment  
Authority of Kansas City, Missouri  
Attention: Executive Director  
300 Wyandotte, Suite 400  
Kansas City, Missouri 64105

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

To Redeveloper: Exact Partners, LLC  
Attention: Caleb Buland or Ian Salzberg  
1106 E. 30<sup>th</sup> Street, Suite D  
Kansas City, MO 64109

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days prior written notice thereof.

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All notices given by mail shall be effective upon the earlier of the date of receipt or the second (2<sup>nd</sup>) business day after deposit in the United States mail in the manner prescribed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

Section 15.09 Recording. This Contract or a memorandum of this Contract may be recorded by the Authority, from time to time, in the office of the Director of Records of Jackson County, Missouri, at Kansas City. The Redeveloper shall pay the costs of recording the Contract or memoranda upon demand by the Authority.

Section 15.10 Further Assurances. The Redeveloper will do, execute, acknowledge and deliver such further acts, instruments, financing statements and assurances as the Authority may reasonably require for accomplishing the purposes of this Contract.

Section 15.11 Access to Project and Inspection. The Authority and its duly appointed agents shall have the right, at all reasonable times, to enter upon the Property and to examine and inspect the Project. The Redeveloper covenants to execute, acknowledge and deliver all such further documents and do all such other acts and things as may be reasonably necessary to grant to the Authority such right of entry.

Section 15.12 Recitals and Exhibits. The Recitals and the exhibits attached to this Contract are incorporated and made a part of this Contract as if fully set forth herein.

Section 15.13 TIME IS OF THE ESSENCE OF THIS CONTRACT.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the Redeveloper has caused this Contract to be executed in its name with its seal affixed and attested by its duly authorized officers. The Authority has caused this Contract to be executed in its name with its seal affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

**EXACT PARTNERS, LLC**

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

"REDEVELOPER"

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this \_\_\_\_ day of \_\_\_\_\_ 2020, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn/affirmed did say that he is the **Managing Member** of EXACT PARTNERS, LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said Missouri limited liability company by authority of its members, and he acknowledged said instrument to be the free act and deed of said Missouri limited liability company.

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

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

\_\_\_\_\_  
(Printed Name)

My Commission Expires:

\_\_\_\_\_

[Seal]

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

ATTEST:

By: \_\_\_\_\_  
Daniel Moye, Secretary

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

"AUTHORITY"

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2020, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the Chairman of Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body corporate and politic, and that the seal affixed to the foregoing instrument is the seal of said entity and that said instrument was signed on behalf of said Authority by the authority of its Board of Commissioners, and he/she acknowledged said instrument to be the free act and deed of said Authority.

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

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

\_\_\_\_\_  
(Printed Name)

My Commission Expires:

\_\_\_\_\_

## **EXHIBIT A**

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

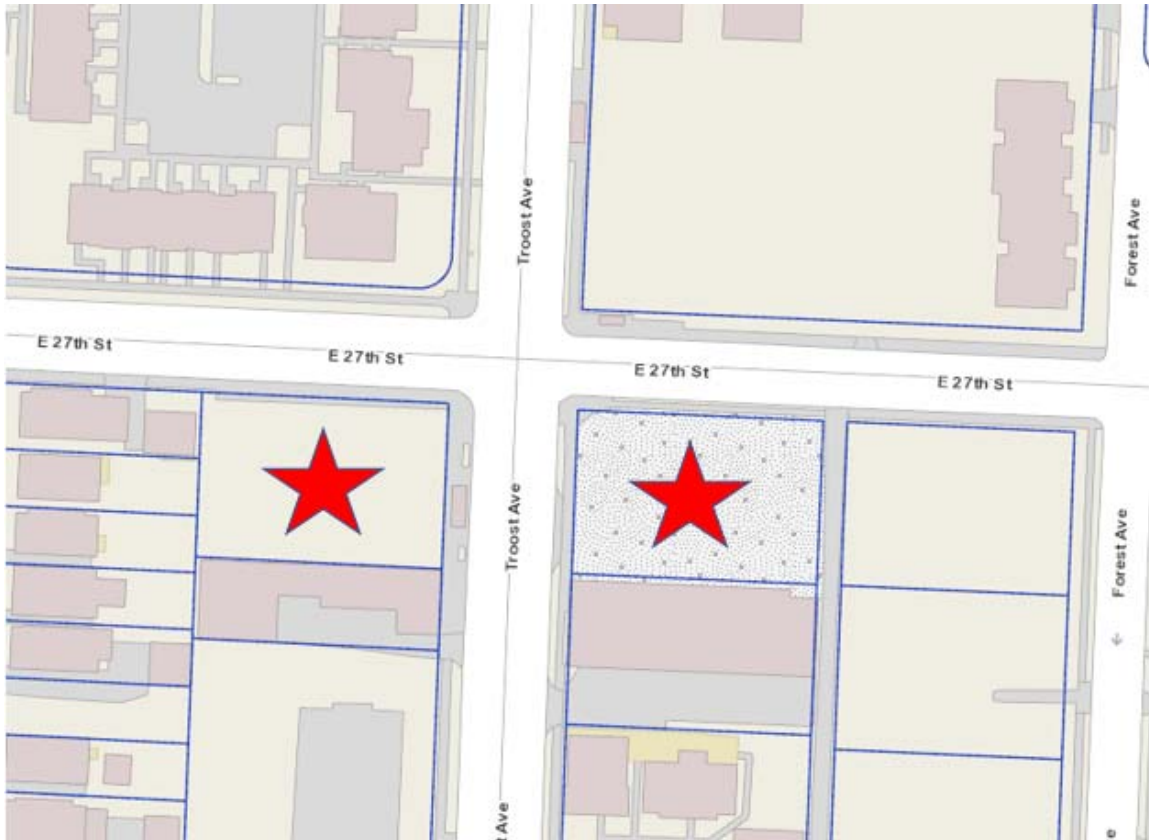
Tract I (2701 Troost Avenue): The East 150 feet of Lot 1, Block 9, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof;

and

Tract II (2702 Troost Avenue): The North 100 feet of the West 150 feet of the East 160 feet of Block 10, BEACON HILL, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

**SUBJECT TO CONFIRMATION BY TITLE COMPANY**

**EXHIBIT B**  
**SITE MAP OF THE PROPERTY**



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## **EXHIBIT C**

### **REDEVELOPMENT PLAN**

Acquisition and sale of two vacant lots located at 2701 Troost Avenue and 2702 Troost Avenue for development as a mixed-use residential and commercial project to complement adjacent existing improvements as well as new development projects currently under construction in support of further development of the Beacon Hill project and to be undertaken pursuant to a separate redevelopment contract with the Beacon Hill Redevelopment Corporation.

## EXHIBIT D

### FORM OF SPECIAL WARRANTY DEED

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Document Title:	Special Warranty Deed
Document Date:	_____, 201_
Grantor Name:	Land Clearance for Redevelopment Authority of Kansas City, Missouri
Grantee Name:	Exact Partners, LLC
Statutory Address:	1106 E. 30 <sup>th</sup> Street, Suite D Kansas City, Missouri 64109
Legal Description:	See attached <u>Exhibit A</u> (Page 4)
Reference Book and Page:	n/a

### **SPECIAL WARRANTY DEED**

THIS INDENTURE ("Deed"), made on the \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body corporate and politic ("Grantor"), and Exact Partners, LLC, a Missouri limited liability company ("Grantee"), whose mailing address is 1106 E. 30<sup>th</sup> Street, Suite D, Kansas City, Missouri 64109.

WITNESSETH, THAT Grantor, in consideration of the sum of Ten Dollars (\$10.00), to Grantor paid by Grantee (receipt of which is acknowledged) does by these presents SELL AND CONVEY unto the Grantee and the Grantee's successors and assigns the following described tracts, lots or parcels of land ("Property"), lying, being and situate in the County of Jackson and State of Missouri legally described on the attached Exhibit A.

Subject to: (i) restrictions, encumbrances, easements, covenants and reservations now of record affecting the Property; (b) such facts that an accurate survey and environmental assessment and other investigations would disclose; (c) all zoning laws and subdivision regulations and all other laws, rules and regulations affecting the Property; and (d) the liens of unpaid taxes and assessments of any type.

TO HAVE AND TO HOLD the Property, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor covenants that the Property is

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free and clear from any encumbrance done or suffered by the Grantor, except as provided above; and that the Grantor will warrant and defend the title to the Property unto the Grantee and unto the Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming under the Grantor.

IN WITNESS WHEREOF, Grantor has executed this deed the day and year above written.

Land Clearance for Redevelopment Authority of Kansas City, Missouri

[seal]

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
Daniel Moye, Secretary

"GRANTOR"



STATE OF MISSOURI       )  
  ) ss.  
COUNTY OF JACKSON     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the Chairman, of Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body corporate and politic, and that the seal affixed to the foregoing instrument is the seal of said entity and that said instrument was signed on behalf of said Authority by the authority of its Board of Commissioners, and he/she acknowledges said instrument to be the free act and deed of said Authority.

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

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

\_\_\_\_\_  
(Printed Name)

My Commission Expires:

\_\_\_\_\_

Exhibit A  
Legal Description

Tract I (2701 Troost Avenue): The East 150 feet of Lot 1, Block 9, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof;

and

Tract II (2702 Troost Avenue): The North 100 feet of the West 150 feet of the East 160 feet of Block 10, BEACON HILL, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

**SUBJECT TO CONFIRMATION BY TITLE COMPANY**