
AMENDMENT TO REDEVELOPMENT CONTRACT

Between

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

And

BA PROPERTY, LLC

DATED AS OF FEBRUARY 24, 2021

AMENDMENT TO REDEVELOPMENT CONTRACT

This AMENDMENT TO REDEVELOPMENT CONTRACT (“Amendment”) is entered into effective as of the 24th day of February, 2021, by **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI** (“Authority”), a public body corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri, and **BA PROPERTY, LLC**, a Missouri limited liability company (“Redeveloper”).

RECITALS

A. The Authority and the Redeveloper entered into the Redevelopment Contract (“Redevelopment Contract”) dated December 18, 2019, and recorded as Instrument No. 2020E0054063.

B. The Redeveloper is the owner of the property located at 2600 and 2618 Independence Avenue. Pursuant to the Redevelopment Contract, the Redeveloper is undertaking on the Property, as legally described on the attached Exhibit A, a project consisting of the construction of a 25,000 square foot, two-story building containing (a) 10,887 square feet of retail space (to be divided initially into seven (7) leasable spaces) on the first/ground floor and (b) fifteen (15) one-bedroom apartments on the second floor, and other related improvements, including a permanent visiting space to memorialize the lives of firefighters lost battling a recent fire on the site, in accordance with the Redevelopment Contract and the Urban Renewal Plan.

C. Pursuant to Sections 4.01(a) and 5.01(d) of the Redevelopment Contract, the Completion Date for the Project is February 28, 2021.

D. The Redeveloper has commenced work on the Project but has advised the Authority that the Project will not be completed by the Completion Date.

E. The Authority and the Redeveloper desire to amend the Redevelopment Contract by extending the Completion Date for an additional six (6) months, or until October 31, 2021.

AGREEMENT

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

1. Capitalized Terms. Unless otherwise defined in this Amendment, all capitalized terms shall have the meaning ascribed to them in the Redevelopment Contract.

2. Amendment. Sections 4.01(a) and 5.01(d) are amended by extending the Completion Date to no later than October 31, 2021.

3. Other Terms Unchanged. Except as expressly amended by this Amendment, the Redevelopment Contract remains in full force and effect.

4. Non-Waiver. This Amendment does not constitute, and shall not be construed or interpreted to be, a waiver of any default under the Redevelopment Contract or a waiver with respect to any events of default under the Redevelopment Contract which may occur from and after the date of this Amendment.

5. Governing Law. This Amendment shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri.

6. Amendments. Any amendments, changes or modifications to this Amendment or the Redevelopment Contract shall be made only in writing signed on behalf of the parties sought to be bound by a duly authorized officer or manager of each party.

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

By: _____
Rob Gardner, Chairman

“AUTHORITY”

ATTEST:

Daniel Moye, Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2021, before me appeared Rob Gardner, 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, 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 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: All that part of the Southwest Quarter of Section 34, Township 50, Range 33, described as follows: Beginning at a point 75 1/2 feet east of Northeast corner of Independence Boulevard and Prospect Boulevard at the center of a party wall; thence East 107 feet to a point; thence North parallel to Prospect Boulevard, 210 feet to a point; thence West parallel with the North line of Independence Boulevard, 182 1/2 feet to the East line of Prospect Boulevard; thence South 134 1/2 feet along East line of Prospect Boulevard to a point 75 1/2 feet North of North line of Independence Boulevard; thence East 75 1/2 feet parallel to Independence Boulevard to center to said party wall; thence South along the centerline of party wall to point of beginning, a tract of land in Kansas City, Jackson County, Missouri.

Tract II: All that part of the Southwest Quarter of the Southwest Quarter of Section 34, Township 50, Range 33, described as follows: Beginning at the Northeast corner of Independence Boulevard and Prospect Boulevard as said streets are now established; thence East along North line of Independence Boulevard 75.50 feet; thence North and parallel with Prospect Boulevard 75.50 feet to a point; thence West parallel with North line of Independence Boulevard 75.50 feet to east line of Prospect Boulevard; thence South along East line of Prospect Boulevard, 75.50 feet to point of beginning, a tract of land in Kansas City, Jackson County, Missouri.

Tract I and Tract II Combined Description: All that part of the SW 1/4 of the SW 1/4 of Section 34, Township 50, Range 33, in Kansas City, Jackson County, Missouri, more particularly described as follows: Beginning at the intersection of the North line of Independence Avenue, as now established, and the East line of Prospect Avenue, as now established; thence South 87°28'53" East, along said North line, 182.50 feet to a point on the West line of Lot 1, INDEPENDENCE AVENUE ADDITION, a subdivision; thence North 2°20'39" East, along said West line and parallel with the East line of said Prospect Avenue, 210.00 feet; thence North 87°28'53" West, 182.50 feet to a point on the East line of said Prospect Avenue; thence South 2°20'39" West, along said East line, 210.00 feet to the Point of Beginning. Containing 0.88 acres, more or less.