
AMENDMENT TO REDEVELOPMENT CONTRACT

Between

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

And

3930 TROOST LLC

DATED AS OF AUGUST 25, 2021

AMENDMENT TO REDEVELOPMENT CONTRACT

This AMENDMENT TO REDEVELOPMENT CONTRACT (“Amendment”) is entered into effective as of the 25th day of August, 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 **3930 TROOST LLC**, a Missouri limited liability company (“Redeveloper”).

RECITALS

A. The Authority and the Redeveloper entered into the Redevelopment Contract (“Redevelopment Contract”) dated April 27, 2021, and recorded on August 12, 2021, as Instrument No. 2021E0088664.

B. The Redeveloper (or an affiliated entity) is the owner of the property located at 3930 Troost 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 adaptive reuse and historic rehabilitation of approximately 25 affordable multifamily housing units in the former Oglesby Hotel, a three-story building, and related improvements in accordance with the Redevelopment Contract and the Urban Renewal Plan.

C. Pursuant to Section 4.01(a) the date for commencing the Project is December 31, 2020, and pursuant to Sections 4.01(a) and 5.01(d) the Completion Date for the Project is June 30, 2022.

D. The Redeveloper advised the Authority that the Redeveloper has not commenced work on the Project yet due to delays resulting from the COVID-19 pandemic and 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 date for commencing the Project to August 31, 2021, and by extending the Completion Date to June 30, 2023.

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. Section 4.01(a) is amended by extending the date for commencing the Project to August 31, 2021, and Sections 4.01(a) and 5.01(d) are amended by extending the Completion Date to June 30, 2023.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Redeveloper has caused this Amendment to be executed in its name with its seal affixed and attested by its duly authorized officers. The Authority has caused this Amendment 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.

3930 TROOST LLC

By: _____
Dolph Woodman, Manger

“REDEVELOPER”

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

On this ___ day of _____, 2021, before me appeared Dolph Woodman, to me personally known, who, being by me duly sworn/affirmed did say that he is the Manager of 3930 Troost LLC, a Missouri limited liability company, and that said instrument was signed in behalf of 3930 Troost LLC, a Missouri limited liability company, by authority of its members, and he acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

(Printed Name)

My Commission Expires:

[Seal]

**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 1:

THE SOUTH 44 FEET OF LOT 7 AND THE EAST 17.7 FEET OF THE SOUTH 44 FEET OF LOT 18, THE NORTH 31 FEET OF LOT 8 AND THE EAST 17.7 FEET OF THE NORTH 31 FEET OF LOT 17, OF RESURVEY OF BLOCK 1, OF THE SUBDIVISION OF BLOCKS 1 AND 2, TROOST HIGH-LANDS, A SUBDIVISION OF LAND IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO RECORDED PLAT THEREOF.

TRACT 2:

THE NORTH 6 FEET OF THE WEST 32.3 FEET OF LOT 7 AND THE NORTH 6 FEET OF THE EAST 17.7 FEET OF LOT 18, RESURVEY OF BLOCK 1 OF THE SUBDIVISION OF BLOCKS 1 AND 2, TROOST HIGHLANDS, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.