

8/31/60 - E

B384000

Acct. 1481

URBAN RENEWAL AGREEMENT

B5421 PAGE 27

This Agreement made and entered into this 7th day of July, 1960, by and between
The Blackstone Hotel Company, Inc., a Missouri Corporation,

hereinafter referred to as the "Owner," and the LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, hereinafter referred to as the "Authority,"

WITNESSETH THAT:

WHEREAS, the Authority has undertaken the obligation to carry out the Urban Renewal Plan for the Eastside Urban Renewal Project dated April 28, 1958, adopted by the City Council of Kansas City, Missouri, on June 13, 1958, by Ordinance No. 22763 which appears of record and on file in the Office of the City Clerk, (such Plan, or as it may be amended from time to time, being hereinafter referred to as the "Plan"), which Plan is incorporated herein by reference, and the Authority having the power of condemnation to acquire property for the purpose of carrying out said Project; and

WHEREAS, the said Project Area is bounded generally by the Intercity Freeway on the north, the Midtown Freeway on the east, 11th Street on the south, and Locust Street on the west, and includes the property owned by the Owner (hereinafter referred to as the "Property") described hereunder:

The south 43 feet of Lot 3 and 6' frontage on Cherry Street lying south of Lot 3 running east to the alley, all in Block 2 of the M. M. Evans 1st Addition.

A one-story brick warehouse building is situated on this property at 809 Cherry Street.

WHEREAS, the Authority in completing the Plan proposes to acquire and provide for the clearance and redevelopment of properties in the said Project Area as necessary to fulfill the objectives of such Plan, excepting only the certain Properties which in the best interests of the Plan and the City of Kansas City, Missouri, may be excluded from acquisition and redevelopment for the reason that said Properties are now or will be made compatible with the Plan and the proposed new uses for the Area; and

B5421 PAGE 28

WHEREAS, the Plan provides that said Properties, excluded from acquisition by the Authority for the reasons above stated, shall be subject to the Regulations and Controls of the Plan (except to the extent that they may be non-conforming as of the date of this agreement) and implemented by the execution of a "Restriction Agreement" with the Owner of such Property; and

WHEREAS, the Owner proposes to subject the Property and any future use thereof to all controls, restrictions and limitations of the Plan for the duration of said Plan in the event the Property is not acquired by the Authority for the purpose of redevelopment.

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

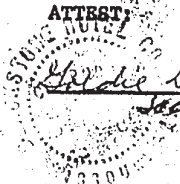
1. In order to comply with and accomplish the objectives of the Plan, the Owner, for itself and its successors and assigns, covenants as follows and agrees that such covenants are and shall be covenants running with the land.

- (a) No part of the Property will be severed, sold, assigned or devised for any use contravening the purposes of the Plan for its duration.
- (b) The Property will be voluntarily maintained in conformance with the legally applicable requirements and standards of the Minimum Housing Code and Building Code of Kansas City with such prudence as will prevent unwarranted decadence incompatible with the character, condition and use of adjacent and neighboring properties.
- (c) Any future use of, or new improvements constructed on, the Property will be in strict conformance to the provisions, controls and limitations of the Plan.

2. In consideration of the accomplishment of the objectives of the Plan as to this Property through the agreement by the Owner that the Property will be subject hereafter to the limitations and controls of the Plan, the Authority agrees that it will carry out the Plan to completion and that the Property will not be acquired from the Owner by the Authority in carrying out its obligations and responsibility to undertake and complete the Plan. The Authority further agrees that it will enforce the limitations and controls of the Plan in the Project Area.

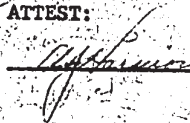
IN WITNESS WHEREOF, this instrument has been executed in duplicate by the parties hereto as of the day and year first above written.

The Blackstone Hotel B5421 PAGE 29
Company, Inc.

ATTEST:

Edith Swankowicz
Secretary

By Joseph Swankowicz
President

LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI

ATTEST:

Robert W. McManus

By Robert W. McManus
Chairman, Board of Commissioners

STATE OF MISSOURI)
COUNTY OF JACKSON) ss.

On this 7th day of July, 1961, before me, appeared Joseph Swankowicz, to me personally known, who being by me duly sworn, did say that he is the President of Blackstone Hotel, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Joseph Swankowicz acknowledged said instrument to be the free act and deed of said corporation.

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


NOTARY PUBLIC

Edith Swankowicz
Notary Public within and for said
County and State

My Commission expires _____ My Commission Expires Dec. 13, 1964

STATE OF MISSOURI)

COUNTY OF JACKSON) ss. B5421 PAGE 30

On this 7th day of July, 1961, before me, appeared Robert F. Williams, Jr., to me personally known, who being duly sworn, did say that he is the Chairman of LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, a public corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said public corporation and that said instrument was signed and sealed in behalf of said public corporation by authority of its Board of Commissioners, and said Robert F. Williams, Jr. acknowledged said instrument to be the free act and deed of said public corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year last above written.

Lawrence K. Whitaker
Notary Public within and for said
County and State

My commission expires Aug. 17, 1962

FILED FOR RECORD AND DULY RECORDED IN MY OFFICE ON THIS 17 DAY OF July A.D. 1961, AT 8 O'CLOCK 45-7 P.M. J.F.
NATHAN SCARRITT, RECORDER BY Nell Payne DEPUTY

B384002

Know all men by these presents, That Whereas,

BURL DEAN WORDEN and BONNIE MARLENE WORDEN, his wife

by a certain deed of trust of date March 12, 1956 conveyed to

LANDRY HARGOOD

as Trustee, the following

described real estate situate in the County of Jackson, State of Missouri, to-wit:All of Lot Fifty-three (53) and the South half of Lot Fifty-four (54),EVANSTON HEIGHTS, an addition in Kansas City, Jackson County, Missouri,according to the recorded plat of said addition.

X