
Title of Document: Termination and Release of Urban Renewal Agreement

Date of Document: August ___, 2021

Grantor: Land Clearance for Redevelopment Authority of Kansas City, Missouri
300 Wyandotte Street, Suite 400
Kansas City, Missouri 64105

Grantee: Ozark National Life Insurance Company
500 E. 9th Street
Kansas City, Missouri 64106

Document Number: B384000, Book B5421, Page 27

Legal Description: See Exhibit A, Page 6

TERMINATION AND RELEASE OF URBAN RENEWAL AGREEMENT

THIS TERMINATION AND RELEASE OF URBAN RENEWAL AGREEMENT (this "Release") is made as of August 25, 2021, between the LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, a public body corporate and politic organized and operating under the laws of the State of Missouri and the ordinances of the City of Kansas City, Missouri ("LCRA"), and OZARK NATIONAL LIFE INSURANCE COMPANY, a Missouri corporation ("Owner").

RECITALS

A. On July 7, 1961, the LCRA and The Blackstone Hotel Company, Inc., a Missouri corporation ("Blackstone"), entered into that certain Urban Renewal Agreement, which was recorded on as Document No. B384000, Book B5421, Page 27, with the Recorder of Deeds of Jackson County, Missouri (the "Agreement"), regarding certain covenants accepted by Blackstone in exchange for the LCRA's forbearance in acquiring the property located at 815 Cherry Street and as legally described on the attached Exhibit A ("Property"); and

B. The Owner is the current owner of the Property and the successor in interest to the Agreement. The Owner is current in the payment of property taxes for the Property and is not seeking any incentives or services from the LCRA; and

C. Having determined that the original purposes for the Agreement have been fulfilled, the parties desire to terminate the Agreement and fully release the Property from restrictions contained in the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals above, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the parties agree as follows, intending to be legally bound.

1. Termination and Release of the Agreement. The Agreement is terminated and the LCRA hereby remises and releases the Property from the encumbrance and effect of the Agreement. The Property is hereby released from the Agreement and any and all rights, titles or interests created thereunder, and from and after the date hereof the Agreement shall not bind or affect in any way the Property or any part thereof.

2. Eligible Project Area. Nothing herein shall be deemed to be, or operate as, a termination of the Eastside Urban Renewal Plan currently in place with respect to any of the Property, and each portion of the Property shall, to the extent currently a part of an urban renewal area, remain as a part of such urban renewal area.

3. Release of LCRA. The Owner releases the LCRA from any costs, damages, or liability resulting from the performance or non-performance of obligations of the parties under the Agreement.

4. General. This Release (a) shall be governed by and construed in accordance with the laws of the State of Missouri; (b) may be executed in multiple counterparts, each of which shall constitute an original; (c) shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns; and (d) may not be modified, amended or altered except by in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Release effective as of the day and year first above written.

LAND CLEARANCE REDEVELOPMENT
AUTHORITY OF THE CITY OF KANSAS CITY,
MISSOURI

By: _____
Rob Gardner, Chairman

ATTEST:

Dan Moye, Secretary

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this _____ day of August, 2021, Rob Gardner personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he, on behalf of the Land Clearance for Redevelopment Authority of Kansas City, Missouri, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Notary Public _____ My commission expires _____

OZARK NATIONAL LIFE INSURANCE
COMPANY

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this _____ day of August 2021, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that s/he is the _____ of Ozark National Life Insurance Company, a Missouri corporation, and that s/he executed the same on behalf of said limited liability company freely and voluntarily and for the uses and purposes therein mentioned.

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

Notary Public _____ My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

ALL OF LOT 1 IN HIMMELSTEIN-RABICOFF PARK, A SUBDIVISION IN JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. SAID LOT 1 IS ALSO LEGALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT A, RESURVEY OF LOTS 4, 5, 6, 7, 8 AND 9, BLOCK 2, M.M. EVANS FIRST ADDITION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, AS RECORDED IN THE COUNTY RECORDER'S OFFICE; THENCE NORTH 2 DEGREES 22 MINUTES 12 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT A, A DISTANCE OF 58.04 FEET TO A POINT IN THE CENTER OF A PARTY WALL, SAID POINT HEREBY DESIGNATED AS POINT "X", SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 2 DEGREES 22 MINUTES 12 SECONDS EAST ALONG THE WEST LINE OF M.M. EVANS FIRST ADDITION, A DISTANCE OF 128.99 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 43 FEET OF LOT 3; THENCE SOUTH 87 DEGREES 28 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTH 43 FEET, A DISTANCE OF 132.02 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE SOUTH 2 DEGREES 22 MINUTES 12 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 3 AND IT'S PROLONGATION A DISTANCE OF 49.00 FEET TO THE CENTER OF A 12 FOOT VACATED ALLEY; THENCE NORTH 87 DEGREES 28 MINUTES 48 SECONDS WEST 53.00 FEET ALONG THE CENTERLINE OF SAID VACATED ALLEY TO IT'S INTERSECTION WITH THE PROLONGATION OF THE EAST LINE OF THE WEST 35 FEET OF LOT B; THENCE SOUTH 2 DEGREES 22 MINUTES 12 SECONDS WEST ALONG SAID EAST LINE OF THE WEST 35 FEET A DISTANCE OF 96.10 FEET TO A POINT IN THE CENTER OF A PARTY WALL; THENCE NORTH 87 DEGREES 28 MINUTES 48 SECONDS WEST ALONG THE CENTERLINE OF SAID PARTY WALL A DISTANCE OF 38.22 FEET TO A POINT; THENCE NORTH 2 DEGREES 22 MINUTES 12 SECONDS EAST ALONG THE CENTERLINE OF SAID PARTY WALL A DISTANCE OF 16.11 FEET TO A POINT; THENCE NORTH 87 DEGREES 28 MINUTES 48 SECONDS WEST ALONG THE CENTERLINE OF SAID PARTY WALL A DISTANCE OF 40.80 FEET TO THE TRUE POINT OF BEGINNING: EXCEPT, ALL OF THE FOLLOWING DESCRIBED TRACT LYING ABOVE ELEVATION 235.44 (KANSAS CITY, MO. DATUM) TO WIT;

COMMENCING AT AFOREMENTIONED POINT "X"; THENCE NORTH 2 DEGREES 22 MINUTES 12 SECONDS EAST ALONG THE WEST LINE OF LOT A, A DISTANCE OF 31.95 FEET TO A POINT; THENCE SOUTH 87 DEGREES 28 MINUTES 48 SECONDS EAST AND PARALLEL TO THE SOUTH LINE OF SAID LOT A, A DISTANCE OF 40.80 FEET TO A POINT; THENCE SOUTH 2 DEGREES 22 MINUTES 12 SECONDS WEST AND PARALLEL TO THE WEST LINE OF SAID LOT A, A DISTANCE OF 29.05 FEET TO A POINT; THENCE SOUTH 87 DEGREES 28 MINUTES 48 SECONDS EAST A DISTANCE OF 2.70 FEET TO A POINT; THENCE SOUTH 2 DEGREES 22 MINUTES 12 SECONDS WEST A DISTANCE OF 5.08 FEET TO A POINT; THENCE NORTH 87 DEGREES 28 MINUTES 48 SECONDS WEST A DISTANCE OF 2.70 FEET TO A POINT IN THE CENTER OF A PARTY WALL; THENCE NORTH 2 DEGREES 22 MINUTES 12 SECONDS EAST ALONG THE CENTERLINE OF SAID PARTY WALL, A DISTANCE OF 2.18 FEET TO A POINT; THENCE NORTH 87 DEGREES 28 MINUTES 48 SECONDS WEST ALONG THE CENTERLINE OF SAID PARTY WALL, A DISTANCE OF 40.80 FEET TO SAID POINT "X", THE POINT OF BEGINNING.