

EXHIBIT 5D  
LCRA 8/25/21

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Title of Document: Termination and Release of Contract to Sell and Purchase

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. 9<sup>th</sup> Street  
Kansas City, Missouri 64106

Document Number: K461094, Book K1030, Page 515  
K472949, Book K1052, Page 436

Legal Description: See Exhibit A, Page 5

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## **TERMINATION AND RELEASE OF CONTRACT TO SELL AND PURCHASE**

THIS TERMINATION AND RELEASE OF CONTRACT TO SELL AND PURCHASE (this “Release”) is made as of August \_\_\_, 2021, by and 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 September 18, 1980, the LCRA and Tower Management, Inc. (“Tower”) entered into that certain Contract to Sell and Purchase, which was recorded on September 23, 1980, as Document No. K461094, Book K1030, Page 515, with the Recorder of Deeds of Jackson County, Missouri (the “Contract”), for the sale of the property located at 701 E. 8<sup>th</sup> Street and as legally described on the attached Exhibit A (“Property”); and

B. The LCRA conveyed the Property to Tower by the Warranty Deed recorded on December 31, 1980, as Document No. K472949, Book K1052, Page 436. The Owner is the current owner of the Property, which is encumbered by the Contract, and 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. The Property is located within the Eastside Urban Renewal Area and is currently used for surface parking.

D. Having determined that the original purposes for the Contract have been fulfilled, and to facilitate a sale of the Property for future development, the LCRA desires to terminate the Contract and fully release the Property from restrictions contained in the Contract.

### **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 Contract. The Contract is terminated and the LCRA hereby remises and releases the Property from the encumbrance and effect of the Contract. The Property is hereby released from the Contract and any and all rights, titles or interests created thereunder, and from and after the date hereof the Contract 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 any 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 Contract.

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 \_\_\_\_\_, 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 OR PORTIONS OF LOTS 1 THRU 5, BOTH INCLUSIVE, HURST'S SUBDIVISION OF LOT 12 & OF THE NORTH PART OF LOT 11 OF M.M. EVANS' 1ST ADDITION TO KANSAS CITY, A SUBDIVISION; PORTIONS OF LOTS 10 AND 11, BLOCK 2, AND ALL OF LOTS 1 THRU 6, BLOCK 3, M.M. EVANS' 1ST ADDITION TO THE CITY OF KANSAS CITY, A SUBDIVISION; A PORTION OF LOT F, RESURVEY OF LOTS NUMBER FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8) AND NINE (9), BLOCK NUMBER TWO (2), M.M. EVANS' FIRST ADDITION TO THE CITY OF KANSAS CITY, A SUBDIVISION, AND ALL OF LOTS 1 THRU 12, BOTH INCLUSIVE, EXCEPT THAT PART OF LOT 12, TAKEN FOR 8TH STREET, BLOCK 4, PEERY PLACE, A SUBDIVISION, AND A PORTION OF VACATED HOLMES STREET, ALL IN KANSAS CITY, JACKSON COUNTY, MISSOURI, AND ALL BEING MORE PARTICULARLY DESCRIBED METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF CHARLOTTE STREET WITH THE SOUTH RIGHT-OF-WAY LINE OF 8TH STREET, AS BOTH ARE NOW ESTABLISHED; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE 380.50 FEET, MORE OR LESS TO THE EASTERLY RIGHT-OF-WAY LINE OF HOLMES STREET, AS ESTABLISHED BY ORDINANCE NO. 32895, PASSED JULY 15, 1966; THENCE WESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE LEFT, TANGENT TO THE SOUTH RIGHT-OF-WAY LINE OF SAID 8<sup>TH</sup> STREET AND HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 62.33 FEET; THENCE SOUTHEASTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOLMES STREET, TANGENT TO THE LAST DESCRIBED CURVE 260.13 FEET; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BEING A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 25.00 FEET, AND ARC DISTANCE OF 26.74 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 9TH STREET, AS ESTABLISHED BY ORDINANCE NO. 21967, PASSED FEBRUARY 9, 1903; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 62.0 FEET, MORE OR LESS, TO AN ANGLE POINT IN SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTHEASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID 9TH STREET, AS ESTABLISHED BY ORDINANCE NO. 32895, PASSED JULY 15, 1966, A DISTANCE OF 200 FEET, MORE OR LESS TO THE WEST RIGHT-OF-WAY LINE OF SAID CHARLOTTE STREET; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE 277.3 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.