
Title of Document: Termination and Release of Redevelopment Contract

Date of Document: October 25, 2022

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

Grantee: Palestine Gardens North, Inc.
(as successor in interest to Community Development Corporation of
Kansas City)

Document Number: 97K18899, Book K2961, Page 1288

Legal Description: See Exhibit A, Page 5

TERMINATION AND RELEASE OF REDEVELOPMENT CONTRACT

THIS TERMINATION AND RELEASE OF REDEVELOPMENT CONTRACT (this “Release”) is made as of October 25, 2022, 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 (“Authority”), and PALESTINE GARDENS NORTH, INC., a Missouri non-profit corporation (successor in interest to Community Development Corporation of Kansas City) (“Redeveloper”).

RECITALS

A. The Authority and the Redeveloper entered into the Redevelopment Contract dated August 2, 1996, and recorded as Instrument No. 97K K18899, Book K2961, Page 1288 (the “Redevelopment Contract”). The Redevelopment Contract contemplated the development of a 60-unit apartment building and related improvements (the “Project”) known as the Palestine Gardens North Apartments located at 2627 E. 33rd Street as legally described on the attached Exhibit A (the “Property”).

B. The Property is located within the 33rd & Montgall Urban Renewal Area and the Project is complete.

C. The Authority and the Redeveloper desire to terminate the Contract and fully release the Property from restrictions contained in the Redevelopment 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 Redevelopment Contract. The Redevelopment Contract is terminated and the Authority hereby remises and releases the Property from the encumbrance and effect of the Redevelopment Contract. The Property is hereby released from the Redevelopment Contract and any and all rights, titles or interests created thereunder, and from and after the date hereof the Redevelopment 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 the 33rd & Montgall 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 Authority. The Redeveloper releases the Authority from any costs, damages, or liability resulting from the performance or non-performance of obligations of the parties under the Redevelopment 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: _____
Daniel Moye, Executive Director

ATTEST:

Susan Tumey, Assistant Secretary

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this _____ day of October, 2022, Dan Moye 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, as Executive Director and 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 _____

PALESTINE GARDENS NORTH, INC.

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this _____ day of October 2022, _____ 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 is the _____ of Palestine Gardens North, Inc., a Missouri non-profit corporation, and that he executed the same on behalf of said non-profit corporation 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

LOT 1, PALESTINE GARDENS NORTH, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.