

EXHIBIT 4A
LCRA 2/28/23

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

Date of Document: February ____, 2023

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

Grantee: City of Kansas City, Missouri
414 E. 12th Street
Kansas City, Missouri 64106

Document Number: 1960B346045, Book B5315, Pages 142-151
1960B346046, Book B5315, Page 152

Legal Description: See Exhibit A, Page 5

**TERMINATION AND RELEASE OF CONTRACT TO SELL AND PURCHASE AND
RELEASE OF DEED RESTRICTIONS**

THIS TERMINATION AND RELEASE OF CONTRACT TO SELL AND PURCHASE AND RELEASE OF DEED RESTRICTIONS (this “Release”) is made as of _____, 2023, 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 the CITY OF KANSAS CITY, MISSOURI, a municipal corporation (“City”).

RECITALS

A. On January 10, 1960, the LCRA and the City entered into that certain Contract to Sell and Purchase (“Contract”), which was recorded on June 14, 1960, as Document No. 1960B0346045, in Book 5315, at Pages 142-151 (as an attachment to Ordinance No. 24621 dated December 23, 1959), for the sale of the property located at 1119 Cherry Street and 1121 Cherry Street and as legally described on the attached Exhibit A (“Property”); and

B. The LCRA conveyed the Property to the City by the Warranty Deed (“Deed”) dated June 9, 1960, and recorded on June 14, 1960, as Document No. 1960B0346046, in Book 5315, at Page 152. The City is the current owner of the Property, which is encumbered by the Contract and restrictions contained in the Deed; and

C. The Property is located within the South Humboldt Urban Renewal Area and is currently used for surface parking for the police headquarters building.

D. Having determined that the original purposes for the Contract have been fulfilled, and as requested by the City, the LCRA desires to terminate the Contract and fully release the Property from the restrictions contained in the Contract and the Deed.

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 of the Contract and Release of Restrictions. The Contract is terminated and the LCRA hereby remises and releases the Property from the encumbrance and effect of the Contract. The LCRA further hereby remises and releases the Property from the encumbrance of the restrictions contained in the Deed, which are described in the Deed as “The covenants running with the land and other agreements set forth in that certain Contract dated January 10, 1960, between the parties hereto, recorded in the Office of the Recorder of Deeds for Jackson County at Kansas City, Missouri, on June 14, 1960 as Document No. B346045, Book B5315, Page 140, are incorporated herein and made a part hereof.”. The Property is hereby

released from the Contract and the restrictions in the Deed as referenced above, and any and all rights, titles or interests created thereunder, and from and after the date hereof the Contract and such Deed restrictions 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 South Humboldt 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. 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:

Daniel Moye, Secretary

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this _____ day of _____, 2023, 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 _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 53, 54, 55, and 56, subject, however, to the right of way of 12th Street over approximately the south 19 feet of said Lots 55 and 56, Block 18, SMART'S ADDITION NO. 3, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.