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**AMENDMENT TO REDEVELOPMENT CONTRACT**

**Between**

**LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF KANSAS CITY, MISSOURI**

**And**

**OLLIE W. GATES D/B/A OG INVESTMENT**

**DATED AS OF APRIL 25, 2023**

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## **AMENDMENT TO REDEVELOPMENT CONTRACT**

This AMENDMENT TO REDEVELOPMENT CONTRACT (“Amendment”) is entered into effective as of the 25<sup>th</sup> day of April, 2023, by **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI** (“Authority”), a public body corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri, and **OLLIE W. GATES D/B/A OG INVESTMENT** (“Redeveloper”).

### **RECITALS**

A. The Authority and the Redeveloper entered into the Redevelopment Contract (“Redevelopment Contract”) dated September 23, 2020, and recorded as Instrument No. 2020E0119238.

B. The Redeveloper has commenced construction of single-family homes on the Property, as legally described on the attached Exhibit A, as part of a project consisting of the construction of 25 single-family homes and related improvements to be accomplished on the Property in accordance with the Redevelopment Contract and the Urban Renewal Plan.

C. Pursuant to Sections 4.01(a) and 5.01(d) of the Redevelopment Contract, the date by which the Project must be completed is April 30, 2023 (the “Completion Date”).

D. The Redeveloper has requested an extension to the Completion Date to align with its financing and construction schedule.

E. The Authority and the Redeveloper desire to amend the Redevelopment Contract by extending the Completion Date to April 30, 2025.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained in the Redevelopment Contract, as amended by this Amendment, and other good and valuable mutual consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Capitalized Terms. Unless otherwise defined in this Amendment, all capitalized terms shall have the meaning ascribed to them in the Redevelopment Contract.

2. Amendment. Section 4.01(a) and Section 5.01(d) are amended by extending the Completion Date to no later than April 30, 2025.

3. Other Terms Unchanged. Except as expressly amended by this Amendment, the Redevelopment Contract remains in full force and effect, including, specifically, any other extensions to the Completion Date due to Force Majeure Conditions as provided in Section 4.03.

4. Non-Waiver. This Amendment does not constitute, and shall not be construed or interpreted to be, a waiver of any default under the Redevelopment Contract or a waiver with respect to any events of default under the Redevelopment Contract which may occur from and after the date of this Amendment.

5. Governing Law. This Amendment shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri.

6. Amendments. Any amendments, changes or modifications to this Amendment or the Redevelopment Contract shall be made only in writing signed on behalf of the parties sought to be bound by a duly authorized officer or manager of each party.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the Redeveloper has caused this Amendment to be executed in its name with its seal affixed and attested by its duly authorized officers. The Authority has caused this Amendment to be executed in its name with its seal affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

**OLLIE W. GATES D/B/A OG INVESTMENT**

By: \_\_\_\_\_  
Ollie W. Gates, Principal

“REDEVELOPER”

STATE OF MISSOURI        )  
  ) ss.  
COUNTY OF JACKSON        )

On this \_\_\_\_\_ day of April, 2023, before me appeared Ollie W. Gates, to me personally known, who, being by me duly sworn/affirmed did say that he is the owner and principal of OG Investments, a Missouri sole proprietorship, and that said instrument was signed in behalf of said owner, by authority of its owner, and he acknowledged said instrument to be the free act and deed of said sole proprietorship.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed Name)

My Commission Expires:

\_\_\_\_\_

[Seal]

**LAND CLEARANCE FOR REDEVELOPMENT  
AUTHORITY OF KANSAS CITY, MISSOURI**

By: \_\_\_\_\_  
Rob Gardner, Chairman

“AUTHORITY”

ATTEST:

\_\_\_\_\_  
Daniel Moye, Secretary

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this \_\_\_\_\_ day of April, 2023, before me appeared Rob Gardner, to me personally known, who, being by me duly sworn, did say that he is the Chairman of Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body corporate and politic, and that the seal affixed to the foregoing instrument is the seal of said entity and that said instrument was signed on behalf of said Authority by the authority of its Board of Commissioners, and he acknowledged said instrument to be the free act and deed of said Authority.

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed Name)

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Property Description: All that part of Lots 47-55 and 86-92 inclusive, BEND PLACE, Lots 1, 2, 3, and 6-18 inclusive, Block 3 of CHASE'S SUBDIVISION, Lots 1-12 inclusive, Block 4 of BROWNE & BROOKS SUBDIVISION, Lots 1-6, 19, 20, 25, and 26 inclusive, Block 1 of S.C. MOODY'S SUBDIVISION, all subdivisions in Kansas City, Jackson County, Missouri, according to the recorded plats thereof, along with half of the alleys to be vacated, lying adjacent to each said lot, more particularly described as follows:

Beginning at the southeast corner of Lot 55, BEND PLACE; thence N 2°12'09" E along the East line thereof, also being the West line of Garfield Avenue, 378.00 feet to the northeast corner of Lot 6, Block 3, CHASE'S SUBDIVISION; thence N 87°33'03" W, along the north line of said Lot 6 and its extension, 128.00 feet to the centerline of the adjacent 12 foot wide alley; thence N 2°12'09" E, along the centerline of said alley, 50.00 feet; thence S 87°33'03" E, 39.33 feet; thence N 2°12'09" E, 75.00 feet to a point on the north line of Lot 1, Block 3, CHASE'S SUBDIVISION and the South Line of 13th Street, said point being 33.33 feet East of the northwest corner thereof; thence N 87°33'03" W, along said line, 167.33 feet to the northwest corner of Lot 18, Block 3, CHASE'S SUBDIVISION; thence S 2°12'09" W, along the West line thereof and the East line of Euclid Avenue, 400.60 feet to the southwest corner of Lot 86, BEND PLACE; thence S 87°33'03" E, along the south line of said Lot and its extension, 128.00 feet to the centerline of aforementioned alley; thence S 2°12'09" W, along said centerline, 52.40 feet to the North Line of 14th Street, as now established; thence S 87°33'03" E, along said line, 128.00 feet to the Point of Beginning.

AND

Beginning at the southeast corner of Lot 6, Block 1, S.C. MOODY'S SUBDIVISION; thence N 2°12'09" E, along the East line thereof, said line also being the West line of Euclid Avenue, 303.00 feet to the northeast corner of Lot 1, Block 4, BROWNE & BROOK'S SUBDIVISION; thence N 87°33'03" W, along the North line of said Lot and the South line of 13th Street, 305.00 feet to the northwest corner of Lot 12, Block 4, BROWNE & BROOK'S SUBDIVISION; thence S 2°12'09" W, along the West line thereof and the East line of Michigan Avenue, 203.00 feet to the southwest corner of Lot 25, Block 1, S.C. MOODY'S SUBDIVISION; thence S 87°33'03" E, along the south line of said Lot 25, and its extension, 127.50 feet to the centerline of the adjacent 15 foot wide alley; thence S 2°12'09" W along said centerline, 100.00 feet; thence N 87°33'03" W, 127.50 feet to the northwest corner of Lot 20, Block 1, S.C. MOODY'S SUBDIVISION; thence S 2°12'09" W, along the West line thereof and the East line of Michigan Avenue, 50.00 feet to the southwest corner of Lot 19, Block 1, S.C. MOODY'S SUBDIVISION; thence S 87°33'03" E, along the south line of said Lot 19 and its extension, 127.50 feet to the centerline of aforementioned alley; thence N 2°12'09" E, along said centerline, 50.00 feet; thence S 87°33'03" E, 177.50 feet to the Point of Beginning.

Containing 4.184 acres, more or less.