



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
08/23/2018 09:21:28 AM
AMEND FEE: \$ 33.00 5 Pages

INSTRUMENT NUMBER:
2018E0074073

Document Title:	Second Amendment to Redevelopment Contract
Document Date:	May 1, 2018
Authority's (Grantor's) Name and Address:	Land Clearance for Redevelopment Authority of Kansas City, Missouri 1100 Walnut, Suite 1700 Kansas City, MO 64106
Redeveloper's (Grantee's) Name and Address:	905 Broadway, LLC 701 Broadway, Suite 603 Kansas City, MO 64105
Legal Description:	See Exhibit A, document page 4
Reference Book and Page:	2016E0098102 2017E0030526

SECOND AMENDMENT TO REDEVELOPMENT CONTRACT

This Second Amendment to Redevelopment Contract ("Amendment") is entered into effective as of the 1st day of May, 2018, by **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI**, a public body corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri, and **905 BROADWAY, LLC**, a Missouri limited liability company ("Redeveloper").

RECITALS

A. The Authority is a public body corporate and politic created by the LCRA Law and is transacting business and exercising the powers granted by the Land Clearance for Redevelopment Authority Law, Sections 99.300, *et seq.*, RSMo, by virtue of Committee Substitute for Ordinance No. 16120, duly passed by the City Council on November 21, 1952.

B. The Redeveloper is a Missouri limited liability company with offices at 701 Broadway, Suite 603, Kansas City, Missouri 64106.

C. On June 22, 2016, the Authority, by its Resolution No. 6-03-16, selected the Redeveloper as the redeveloper of the Project.

D. On June 22, 2016, the Authority and the Redeveloper entered into the Redevelopment Contract and recorded on October 18, 2016 with the Recorder of Deeds for Jackson County, Missouri as Instrument No. 2016E0098102, as amended by the Amendment to Redevelopment Contract dated March 22, 2017 and recorded on April 7, 2017 as Document No. 2017E0030526 ("Contract").

E. The Authority and the Redeveloper wish to amend the Contract under the terms and conditions of this Amendment.

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

1. The Contract is hereby amended as follows:
 - a. Section 4.01(a) is hereby deleted and replaced with the following:

The Redeveloper shall commence construction of the Project Improvements no later than April 1, 2017, and the Completion Date shall be no later than December 31, 2018, subject to extensions granted pursuant to Section 4.03. The limitation of time for commencement and completion may be extended by written agreement between the parties.
 - b. Section 5.01(d) is hereby deleted and replaced with the following:

The failure of the Redeveloper to complete the Project prior to December 31, 2018, unless such date may be extended by mutual agreement of the Redeveloper and the Authority, or shall be extended by the period of time equal to delays caused by any Force Majeure Conditions, as provided in Section 4.03.

- 2. That all other sections of the Contract shall remain in full force and effect.
- 3. This Amendment may be executed in two or more counterparts and each counterpart shall be deemed to be an original.

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 Contract 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.

“REDEVELOPER”

905 Broadway, LLC

ATTEST:

By: *Andrew Bolton*
Andrew Bolton, Manager

By: _____
Name: _____
Title: _____

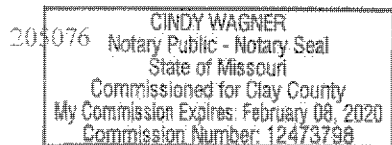
STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 14th day of August, 2018, before me appeared Andrew Bolton, to me personally known, who, being by me duly sworn/affirmed did say that he is the Manager of 905 Broadway, LLC and that the seal affixed to foregoing instrument is the seal of said corporation and that said instrument was signed in behalf of said limited liability company by authority of its members, and said Manager acknowledged said instrument to be the free act and deed of said limited liability company.

Cindy Wagner
Notary Public

Cindy Wagner
(Printed Name)

My Commission Expires:





“AUTHORITY”

LAND CLEARANCE FOR
REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI

By: *Steven D. Hamilton*
Steven D. Hamilton, Chairman

ATTEST:

By: *Greg Flisram*
Greg Flisram, Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 28th day of August, 2018, before me appeared Steven D. Hamilton and Greg Flisram, to me personally known, who, being by me duly sworn, did say that they are the Chairman and Secretary, respectively, 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 they acknowledge 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.

Susan Tumey
Notary Public

Susan Tumey
(Printed Name)

My Commission Expires:
~~Susan Tumey~~
Notary Public - Notary Seal
STATE OF MISSOURI
City County
My Commission Expires July 24, 2022
Commission # 1434222

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 3 & 4, Block 5, Ashburn's Addition, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.