



ADDENDUM NO. 3

TO

REQUEST FOR PROPOSALS

REAL ESTATE DEVELOPMENT PROJECT
AT 5TH & MAIN

DATE OF ISSUANCE:
October 5, 2020

The Request for Proposals is amended by this Addendum No. 3. Each and every provision of the RFP not expressly amended herein, or in any prior addendum, remains unchanged.

- A. The Appraisal of Development Site/Survey have not yet been completed. The **TIMELINE**, as amended, is as follows:

TIMELINE

The following timeline shall be applicable unless modified by Port KC pursuant to addendum to this RFP:

- RFP Issued: **September 4, 2020**
- Appraisal of Development Site/Survey provided via addendum: **October 13, 2020**
- Deadline for questions: **October 21, 2020 at 5:00 PM (CT)**
- Questions/Answers posted via addendum: **No later than October 26, 2020**
- Due Date for Proposals: **November 4, 2020 at 12:00 PM (CT)**
- Port KC provides all Proposals to Selection Committee: **November 5, 2020**
- Selection Committee Shortlists the Proposals: **November, 2020**
- Interviews of Shortlisted Developers (if desired by Selection Committee): **November, 2020**
- Shortlisted Developers Ranked by Selection Committee and delivered to Port KC: **November, 2020**
- Contract Negotiations Commence: **November, 2020**
- Port KC acquires ownership of Development Site: **February, 2021**
- Development Project Commences: **Spring 2021**

- B. Addendum No. 1 stated that interested Developers were encouraged to engage with City Market stakeholders to identify their concerns for purposes of ensuring that any Development Project is mutually beneficial to the River Market and City Market communities. Developers wishing to do so may contact the City Market's property management team at the following:

KC Commercial Realty Group, Inc.
Attn: Justin Cottrell
5000 West 95th Street, Suite 200
Prairie Village, KS 66207
(913) 568-9918
justin@kccommercialrealty.com

- C. A copy of the title report for the Development Site is attached hereto.



**INFORMATIONAL REPORT
ISSUED BY**

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this commitment have not been met within six months after the Commitment Date our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

The Conditions on the other side of this page 1.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

FIRST AMERICAN TITLE INSURANCE COMPANY has caused this Commitment to be signed by its authorized officers and the Commitment will become valid when countersigned by an authorized signatory as of Effective Date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

Conditions

1. DEFINITIONS
(a) "Mortgage" means, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.
2. LATER DEFECTS
The Exceptions in Schedule B Section II may be amended to show any defects, liens or encumbrances that appear for the time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (b) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.
3. EXISTING DEFECTS
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.
4. LIMITATION OF OUR LIABILITY
Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:
 comply with the Requirements shown in Schedule B - Section I

 or

 eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.
5. CLAIMS MUST BE BASED ON THIS COMMITMENT
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.



First American Title Insurance Company
National Commercial Services

1201 Walnut Street, Suite 700, Kansas City, MO 64106
 (816)410-7911 Phone - (866)493-6334 Fax

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Schedule A

1. Effective Date: September 18, 2020, at 8:00 AM
2. Policy or policies to be issued:

| | | |
|-----------------------------------|----------|-------|
| a. ALTA Owner's Policy (06.17.06) | | \$N/A |
| Proposed Insured: | Premium: | \$N/A |
| N/A | | |
| b. ALTA Loan Policy (06.17.06) | | \$N/A |
| Proposed Insured: | Premium: | \$N/A |
| N/A | | |
3. Title to the Fee Simple estate or interest in the land described or referred to in this Commitment is [at the effective date hereof vested in:](#)

 Kansas City, Missouri, a municipal corporation
4. The land referred to in this Commitment is described as follows:

The land referred to in this report is described in Exhibit "A" attached hereto.

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Schedule B - Section I (Requirements)

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
2. Pay us the premiums, fees and charges for the Policy.
3. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

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Schedule B - Section II (Exceptions)

Schedule B of the policy or policies to be issued will contain the exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
7. The lien of the general taxes for the year 2020, and thereafter.

General, state, county and city taxes and assessments for the year 2019 are shown as EXEMPT. Parcel No. 12-830-31-01-00-0-00-000
8. Location of the land within an economic development district as disclosed by the tax rolls or other recorded instrument, if any, including without limitation, tax liability associated therewith, retroactive and subsequent years.
9. Easements, restrictions and setback lines as per plat, recorded in [Book 1, Page 44](#).
10. Terms and Provisions as set forth in Contract, by and Among Kansas City, Missouri, a Municipal Corporation and Old Town Redevelopment Corporation, a corporation duly organized and existing pursuant and Urban Redevelopment Corporations Law of Missouri, recorded October 8, 1984 as Document No. K-632577, in [Book K-1357, Page 650](#), as modified by instrument designated "First Supplementary Contract", filed June 20, 1989, under Document No. K-883133, in [Book K-1925, Page 2036](#), as modified by instrument designated "Second Supplementary Contract", filed December 30, 1996, under Document No. K-59228, in [Book K-2942, Page 2194](#).
11. A lease dated September 1, 1989, executed by The City of Kansas City, Missouri as lessor and The Planned Industrial Expansion Authority of Kansas City, Missouri as lessee, recorded September 21, 1989 as Document No. K-895432, in [Book K-1957, Page 768](#), as supplemented and amended by instrument designated "First Supplemental City Market Site Lease" filed for record January 4, 1990, under Document No. K-908687, in [Book K-1985, Page 1272](#) of Official Records.

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

Amended and Restated City Market Site Lease recorded September 29, 1998 as Document No. K51733 in [Book K3281, Page 285](#). First Amendment to Amended and Restated City Market Site Lease recorded June 4, 2010 in Document No. [2010E0053526](#).

12. Terms and provisions of an unrecorded lease dated September 1, 1989, by and between The Planned Industrial Expansion Authority of Kansas City, Missouri as lessor and River Market Venture I, L.P., a Missouri Limited Partnership as lessee, as disclosed by a Memorandum of City Market Lease, Development and Management Agreement recorded September 21, 1989 as Document No. K-895435 in [Book K-1954, Page 1571](#) of Official Records.
13. Terms and Provisions as set forth in Cooperation Agreement, by and between Kansas City, Missouri and The Planned Industrial Expansion Authority of Kansas City, Missouri, recorded September 21, 1989 as Document No. K-895441, in [Book K-1954, Page 1668](#).
14. The following encroachments and/or other matters, the existence of which as disclosed by Certificate of Survey prepared by Tuttle-Ayers-Woodward Co. on February 23, 1989:
 1. Encroachment of 20 inch stone wall over the East boundary line at or near the Northeast corner.
 2. Existence of 20 inch stone wall, chain link fence, metal stairs, steel guardrail and wood posts, parking sign and telephone pedestal at or near the North, South and West boundary lines.
15. A First Leasehold Deed of Trust and Security Agreement with Collateral Assignment of Rents and Leases to secure an original indebtedness of \$14,065,000.00 recorded September 29, 1998 as Document No. [98K51732](#) in Book K3281, Page 260 of Official Records. (Includes other property)

| | |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Dated: | September 1, 1998 |
| Trustor: | The Planned Industrial Expansion Authority of Kansas City, Missouri, a body corporate and politic under the laws of the State of Missouri |
| Trustee: | Frederick D. Ernst |
| Beneficiary: | First Bank of Missouri, Gladstone, Missouri, as trustee under an Indenture of Trust and Security Agreement dated as of September 1, 1998 |

First Amendment to First Leasehold Deed of Trust and Security Agreement recorded June 4, 2010 as Document No. [2010E0053527](#).

16. A Missouri Leasehold Deed of Trust, Assignment of Rents and Security Agreement to secure an original indebtedness of \$3,200,000.00 recorded September 29, 1998 as Document No. [98K51735](#) in Book K3281, Page 312 of Official Records. (Includes other property)

| | |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Dated: | September 1, 1998 |
| Trustor: | The Planned Industrial Expansion Authority of Kansas City, Missouri, a public body corporate and politic organized and existing under the laws of the State of Missouri |
| Trustee: | David W. Frantze |
| Beneficiary: | Market Area Development Corporation, a Missouri not-for-profit corporation |

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

17. Tenancy rights, either as month to month, or by virtue of written leases of persons in possession of any part of the subject property.

NOTE: If any requirements shown on Schedule B-Section I of this Commitment are not complied with, then the requirement or the matters constituting the requirement will be shown as an exception or exceptions on the Policy or Policies provided the Company elects to issue such Policy or Policies.

THIS REPORT IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, OR ANY FORM OF TITLE INSURANCE. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE RELIED UPON BY ANY OTHER PERSON. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION IN THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT, WHETHER SUCH ERROR OR OMISSION RESULTS FROM NEGLIGENCE, ACCIDENT, OR OTHER CAUSE. ALL OTHER LIABILITY FOR LOSS OR DAMAGE IS EXPRESSLY DISCLAIMED. RECIPIENT AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE.

EXHIBIT A

LOTS 165 THROUGH 169, BLOCK 17, TOWN OF KANSAS (COMMONLY CALLED OLD TOWN), A SUBDIVISION, NOW IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, REFILED FOR RECORD JULY 28, 1896.