

RESOLUTION NO. R-14-03

A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT AND THE PURCHASE OF REAL PROPERTY DESCRIBED AS LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14 IN BLOCK 37, AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, AND 11 IN BLOCK 38 ALL IN LINDEN SUBDIVISION AND THE NORTH HALF OF VACATED 8TH STREET AND WEST HALF OF VACATED HOWARD AVENUE AND VACATED CASS AVENUE. (SOUTH SIDE OF NORTHEAST 69TH STREET).

WHEREAS, the City is presented with an opportunity to purchase real property.

The land referred to herein is situated in the State of Missouri, County of Clay, and is described as follows:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, in Block 37, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 in Block 38, all in LINDEN, a subdivision in Gladstone, Clay County, Missouri, according to the recorded plat thereof and the North ½ of vacated Eight (8th) Street now known as 68th Street Terrace North and the West ½ of vacated Howard Avenue now known as North Cherry Street lying between Northeast 68th Terrace and Northeast 69th Street and vacated Cass Avenue now known as North Locust Street lying between Northeast 68th Terrace and Northeast 69th Street EXCEPT that part deeded to The City of Gladstone in Book 1033 at Page 104 as Document No. C41721 and in Book 1033 at Page 106 as Document No. C41722.

WHEREAS, the described real property is located within the area of Gladstone designated as the Gladstone Downtown Village redevelopment area; and

WHEREAS, in January of 2007, the Gladstone City Council amended the 1993 Gladstone Comprehensive Plan by adopting and incorporating the Gladstone Downtown Village Center Master Plan, and since that time, the City Council has authorized the purchase of real estate within the redevelopment area when possible; and

WHEREAS, a purchase price for the real property described above was agreed to of \$695,000.00; and

WHEREAS, the City Manager has been presented with a Purchase Agreement to purchase the real property from Gladstone Investments, LLC with a proposed closing scheduled for Monday January 21, 2014; and

WHEREAS, the City Council has determined that the purchase of this real property is in the best interests of the City and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

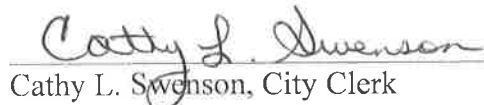
THAT, the City Manager is hereby authorized to execute a purchase agreement and to purchase real property described as follows: All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, in Block 37, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 in Block 38, all in LINDEN, a subdivision in Gladstone, Clay County, Missouri, according to the recorded plat thereof and the North ½ of vacated Eight (8th) Street now known as 68th Street Terrace North and the West ½ of vacated Howard Avenue now known as North Cherry Street lying between Northeast 68th Terrace and Northeast 69th Street and vacated Cass Avenue now known as North Locust Street lying between Northeast 68th Terrace and Northeast 69th Street EXCEPT that part deeded to The City of Gladstone in Book 1033 at Page 104 as Document No. C41721 and in Book 1033 at Page 106 as Document No. C41722.

THAT, the City Manager is hereby directed to take such other actions or steps necessary to effectuate the intent of this Resolution.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF JANUARY, 2014.


Jean B. Moore, Mayor

ATTEST:


Cathy L. Swenson, City Clerk

COPY

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made as of this 14 day of January 14, 2014 (the "**Effective Date**"), by and between Gladstone Investments, LLC, a Missouri limited liability company ("**Seller**") and the City of Gladstone, Missouri, a municipal corporation ("**Purchaser**").

1. **Property.** Subject to the terms and conditions of this Agreement, Seller agrees to sell and Purchaser agrees to purchase the real property more particularly described on **Exhibit A** attached hereto and made a part hereof (legal description from Title Company to govern), together with any and all attachments, improvements, easements, hereditaments and appurtenances thereto (the "**Property**").

2. **Agreement Date; Closing; Closing Date.** The "**Agreement Date**" shall be the later of (i) the date first set forth above and (ii) the date on which the last party executes this Agreement. The "**Closing Date**" shall be January 21, 2014. The closing of the transaction contemplated herein ("**Closing**") shall take place on the Closing Date at the Liberty, Missouri office of Thomson Affinity Title (the "**Title Company**").

3. **Purchase Price.** The total purchase price for the Property shall be Six Hundred Ninety-Five Thousand Dollars (\$695,000.00) (the "**Purchase Price**"). The Purchase Price shall be payable as follows:

a. An earnest deposit of Twenty-Five Thousand Dollars (\$25,000.00) by check or wire transfer to be delivered directly to Seller within three (3) days of the Agreement Date (the "**Non-Refundable Earnest Deposit**"). The Non-Refundable Earnest Deposit shall be deemed earned by Seller as of the date of delivery and shall not be subject to refund to Purchaser. At Closing, the Non-Refundable Earnest Deposit will be credited to Purchaser as part of the Purchase Price; and

b. The balance of the Purchase Price, in immediately available funds, subject to the adjustments provided in this Agreement at Closing.

4. **Deed.** Seller shall sell the Property for the Purchase Price on the terms set forth herein and, at Closing, Seller shall convey or cause to be conveyed to Purchaser title to the Real Estate by recordable form of Special Warranty Deed in the form attached hereto as **Exhibit B** (the "**Deed**"), duly executed and acknowledged by Seller, subject to (a) general real estate taxes for 2014 and subsequent years, and (b) the Permitted Exceptions (as defined herein).

5. **Due Diligence Period.** Purchaser, or its designated agents, contractors or employees, shall have from the Agreement Date until January 17, 2014 (the "**Due Diligence Period**") within which to inspect, investigate, conduct, obtain and/or review, as applicable, at its sole cost and expense, (i) the Property (including, without limitation, soil and water samples, boring tests, and testing for the presence of hazardous materials and wastes), (ii) a land survey, (iii) all governmental and quasi-governmental approvals necessary or desirable for Purchaser's

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Seller _____

Purchaser 

anticipated use of the Property, (iv) an environmental assessment of the Property, (v) a title commitment from the Title Company and underlying title exception documents (as more specifically discussed in Section 6), and (vi) any other matters with respect to the Property deemed necessary by Purchaser in its sole discretion. In the event that Purchaser, in its sole discretion, is not satisfied for any reason with the results of its inspections, investigations, reviews, due diligence and other matters whatsoever, Purchaser shall have the right, on or before the last day of the Due Diligence Period to terminate this Agreement by written notice to Seller of its election to terminate this Agreement. If Purchaser terminates this Agreement, neither party shall have any further rights or obligations hereunder, except as specifically set forth in this Agreement. Seller shall retain the Non-Refundable Earnest Deposit. If Purchaser elects to terminate the Agreement, (i) Purchaser shall return all due diligence materials (if any) provided by Seller to Seller within five (5) business days of delivery of Purchaser's termination notice; and (ii) Purchaser shall destroy all electronic copies of due diligence materials (if any) provided by Seller and Purchaser shall send a written certification (in the form attached as **Exhibit D** attached hereto and incorporated herein) acknowledging its compliance with this subsection to Seller within five (5) business days of delivery of Purchaser's termination notice.

6. Title and Survey Objections. Seller has requested the following to be delivered to Purchaser (collectively, the "**Title Documents**"): (1) a commitment for title insurance legally describing the Property, listing Purchaser as the named insured and showing, as the policy amount, the Purchase Price (the "**Title Commitment**"), which shall be dated after the date of this Agreement and issued by the Title Company as a commitment to insure Purchaser; and (2) legible copies of all of the documents reported as exceptions in the Title Commitment. The Purchaser may, at Purchaser's option, order an ALTA survey of the Property (the "**Survey**"). Purchaser shall provide notice to Seller of the date of Purchaser's receipt of the Title Documents, however, receipt of a Survey is not a condition to Closing.

a. If the Title Documents or the Survey disclose conditions which render title to the Property unmarketable or that are unacceptable to Purchaser, in Purchaser's reasonable discretion ("**Defects**"), Purchaser shall notify Seller of such Defects in writing prior to the expiration of the Due Diligence Period (the "**Title Objection Notice**").

b. If Purchaser gives Seller valid notice of objection to any Defects prior to the end of the Due Diligence Period, then within five (5) business days of receipt of such Title Objection Notice, Seller shall notify Purchaser as to which objections Seller elects to cure prior to Closing (as extended below) (the "**Election Notice**"). If Seller does not elect to cure Purchaser's objections prior to Closing, then, at the option of Purchaser, within five (5) days of delivery of the Election Notice, Purchaser may (i) terminate this Agreement by providing written notice of such termination to Seller, and the parties shall have no further rights, duties, liabilities or obligations hereunder, except as otherwise expressly set forth in this Agreement, or (ii) proceed to Closing and take title subject to such objectionable matters, which shall be deemed Permitted Exceptions. If Seller does

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cure or satisfy the Defects, then this Agreement shall continue in effect. The Closing shall be extended to allow for the Seller to respond to the Title Objection Notice.

c. Any exception to, or Defect in the interest to be conveyed by Seller which Purchaser shall elect to waive, or which is otherwise acceptable to, or not objected to by, Purchaser, shall be deemed a "**Permitted Exception**" to the interest purchased by Purchaser at Closing.

d. Purchaser's failure to notify Seller of any objections to the Title Documents within the period set forth in Paragraph b, of this Section shall be considered to be Purchaser's approval of such items. Seller's failure to notify Purchaser that it will not cure any Defect within the ten (10) day period set forth in Paragraph b. of this Section shall be considered to be Seller's election not to cure any of the Defects by the Closing Date that Seller has not expressly elected to cure.

e. If, as of the Closing Date, the Title Commitment discloses material conditions which have arisen or been placed of record subsequent to Purchaser's review of the Title Documents, and Purchaser objects to such additional or new Defects, then as a condition precedent to Purchaser's obligation to close this transaction, Seller shall cure such Defect or if Seller does not cure such Defect Purchaser may waive the same and elect to close or terminate this Agreement.

f. Notwithstanding anything to the contrary in this Section 6, Seller shall be required to cause the release of any mortgage or deed of trust lien or other lien to which Purchaser objects if the same can be cured by the payment of a fixed sum of money.

7. Furnishing Documents. Seller has not provided any documents concerning the Property to Purchaser.

Seller shall also deliver to Purchaser (i) copies of any and all documents concerning the Property received by Seller or its agents, employees, representatives or contractors on and after the Agreement Date ("**After Acquired Documents**"), and (ii) any other types of documents or correspondence reasonably requested by Purchaser on or before the Closing with respect to the Property ("**Additional Documents**"). After Acquired Documents shall be delivered to Purchaser within three (3) business days after receipt and any and all Additional Documents requested by Purchaser which are in Seller's possession or control shall be delivered to Purchaser within three (3) days after Purchaser's written request for such documents.

8. Access and Inspections; Cooperation. Seller hereby grants to Purchaser, its agents, employees, representatives and contractors, effective as of the Agreement Date, reasonable access to the Property for the purpose of performing its inspections, reviews and other investigations during the Due Diligence Period or any extension thereof. Purchaser, its agents, employees, representatives and contractors shall have the right, but not the obligation, to review

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Purchaser 

zoning laws and applicable building codes and to obtain (i) all rulings or opinions from any federal, state or local agency reasonably deemed necessary by Purchaser; and (ii) all other approvals, licenses, permits, consents and authorizations from third parties reasonably deemed necessary by Purchaser to authorize Purchaser's ownership and use of the Property, including, without limitation, environmental rulings and zoning compliance letters (collectively, the "**Permits and Approvals**"). Seller shall cooperate with Purchaser in obtaining the Permits and Approvals at no cost or expense to Seller.

Without limiting Purchaser's inspection rights set forth in this Section and in Section 5 above, Purchaser, its agents, employees, representatives and contractors shall have reasonable access to the Property prior to the Closing Date to confirm, at its sole cost and expense, the results of its earlier testing and inspections have not changed.

Purchaser shall indemnify, defend and hold Seller harmless against and with respect to any and all loss, claims, injury, deficiency or any other damage resulting from Purchaser's entry upon, and inspections of, the Property, unless such loss, claim, injury, or deficiency or other damage is caused by a dangerous condition of the Property. Such indemnification shall include, without limitation, Seller's legal fees, expert fees and expenses. The indemnification obligations of Purchaser set forth in this Section shall survive Closing or termination of this Agreement.

9. Affirmative Covenants. Seller shall cause the Property to be maintained free from waste and neglect and shall not knowingly allow the dumping on the Property of any wastes or hazardous substances of any kind whatsoever. Without the prior written consent of Purchaser, Seller shall not (i) enter into any transaction in respect to or affecting the Property, including, without limitation, leases or service, maintenance or repair contracts in respect to or affecting the Property, which will survive the Closing, (ii) further encumber the Property in any form or manner whatsoever, or (iii) create or allow to be created any additional exceptions to title to the Real Estate which cannot be easily removed prior to Closing.

10. Seller's Covenants, Representations and Warranties. Seller covenants, represents and warrants that, as of the Agreement Date and the Closing Date:

a. Seller has full and lawful right and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereunder;

b. Seller owns good fee simple, marketable title to the Property;

c. To Seller's actual knowledge, there is currently no litigation, bankruptcy or other proceeding pending in any manner affecting the Property;

d. To Seller's actual knowledge, there is no pending or threatened condemnation of the Property or any part thereof, other than any condemnation action which could be brought by the Purchaser with respect to the Property;

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Purchaser 

e. To Seller's actual knowledge, there are no violations of any federal, state or local law, code, ordinance, rules, regulation or requirement affecting the Property;

f. To Seller's actual knowledge, the Property was not at any time used for the dumping, disposal, storage or handling of Hazardous Wastes as defined in 42 U.S.C. § 6901-§ 6987, Hazardous Substances as defined in 42 U.S.C. 9601 or petroleum and/or petroleum by-products; to Seller's actual knowledge there are no, nor have there ever been any, underground storage tanks on the Property;

g. To Seller's actual knowledge, no unrecorded liens, encumbrances or adverse claims exist with respect to the Property or any portion thereof;

h. Seller is not a party to management contracts, repair contracts, service contracts, leases, options or any other material agreements relating to the Property or the conduct of business thereon, except as provided to Purchaser within the time period set forth in Section 5 above;

i. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said section;

j. Seller shall provide the Title Company with a certified statement setting out its tax identification number at Closing in order to comply with Section 6056 of the Internal Revenue Code;

As provided in Section 14, Purchaser's obligations under this Agreement are expressly conditioned on the foregoing covenants, representations and warranties of Seller being materially true on the Agreement Date and remaining materially true as of the Closing Date.

11. Removal of Personal Property. Not Applicable.

12. Closing Adjustments and Costs.

a. Seller agrees to pay the costs of the owner's Title Policy (defined in Section 14), including any search fees and the cost charged by the Title Company to remove any standard exceptions (the survey exceptions need only be removed if Purchaser provides a Survey). Seller shall pay the cost of releasing any existing liens or encumbrances. Purchaser agrees to pay the costs of any endorsements to the Title Policy (excluding any endorsement to remove standard exceptions thereto), and the Survey (if any) and all costs associated with Purchaser's due diligence performed under this Agreement and the costs to record the Deed. Seller and Purchaser shall each pay one-half of any escrow fees or Title Company fees associated with Closing. Seller and Purchaser shall each be responsible for the attorney's fees of their respective counsel.

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13. Events of Closing.

a. On or before the Closing Date, Seller shall deliver the following executed documents, where applicable, to the Title Company, in escrow for the benefit of Purchaser, at Seller's sole cost and expense ("**Seller's Closing Documents**"):

(i) Deed;

(ii) Seller's certification that the warranties and representations made by Seller in this Agreement are true, correct, and complete as of the Closing Date in the form attached as **Exhibit C** hereto;

(iii) A non-foreign affidavit containing such information as shall be required by IRC Section 1445(b)(2) and the regulations issued thereunder. The non-foreign affidavit shall be a sworn statement of Seller stating that Seller is not a foreign person, stating that Seller is (as the case may be) a U.S. tax resident individual, or a U.S. corporation, or a U.S. partnership, or a U.S. trust, or a U.S. estate, setting forth Seller's taxpayer identification number, stating that Seller intends to file a U.S. income tax return with respect to the sale of the Property, and granting Purchaser permission to furnish a copy of such affidavit to the Internal Revenue Service;

(iv) Seller shall execute and deliver a Title Affidavit in customary form, stating that, without limitation, there are no liens, judgments, claims or bankruptcies affecting the Property;

(v) A settlement statement prepared by the Title Company and approved by Purchaser and Seller (the "**Settlement Statement**");

(vi) Such entity documentation, resolutions, authorizations, consents, certificates of incumbency, certificates of good standing, and other documentation as the Title Company may reasonably require in order to cause Closing to occur or as the Title Company may require in order to issue the Title Policy;

(vii) Such other documents that may be reasonably required by Purchaser or the Title Company; and

b. On or before the Closing Date, Purchaser shall deliver the following executed documents and provide the below items, where applicable, to the Title Company, in escrow for the benefit of Seller, at Purchaser's sole cost and expense ("**Purchaser's Closing Deliveries**"):

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Seller _____

Purchaser 

(i) The balance of the Purchase Price, subject to the adjustments and offsets herein provided, by cash, cashier's check or wire transfer;

(ii) Such corporate or other entity formation documents, resolutions, authorizations, certificates of incumbency, certificates of good standing, and other documentation with respect to Purchaser as Title Company may reasonably require in order to cause the Closing to occur or as the Title Company may require in order to issue the Title Policy;

(iii) Such other documents that may be reasonably required by Seller or the Title Company; and

(iv) The Settlement Statement.

14. Conditions Precedent to Closing.

a. In addition to Purchaser's satisfaction of its due diligence process as provided in Section 5, Seller and Purchaser agree that Purchaser's obligation to proceed with the Closing is subject to the satisfaction or waiver by Purchaser of the following conditions at Closing:

(i) Seller shall have delivered Seller's Closing Documents to the Title Company;

(ii) Title Company shall be irrevocably committed to issue, upon payment of its normal premium, an Owner's Policy of Title Insurance with extended coverage deleting all standard exceptions (provided Purchaser has provided the Survey to the Title Company), insuring Purchaser in the amount of the Purchase Price that fee simple title to the Real Property is vested in Purchaser, subject only to the Permitted Exceptions (collectively, the "Title Policy"); and

(iii) Each representation and warranty made by Seller in this Agreement shall be true, accurate and complete in all material respects as of the Closing Date.

b. In addition to all other conditions to Seller's obligations in this Agreement, Seller and Purchaser agree that Seller's obligation to proceed with the Closing is subject to the satisfaction of, or waiver by Seller, that Purchaser shall have delivered Purchaser's Closing Deliveries to Title Company at or prior to the Closing.

c. The conditions precedent to Closing set forth in this Section 14(a) are for the exclusive benefit of Purchaser and the conditions set forth in this Section 14(b) are for the exclusive benefit of Seller. If any of the conditions set forth in this Section 14 have not been satisfied or waived within the period provided, this Agreement may be

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Seller _____

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terminated by the party benefiting from such condition in accordance with Section 16 hereof.

15. Real Estate Brokers and Commission. Purchaser and Seller hereby state that neither party has dealt with a real estate broker or agent in connection with the purchase of the Property. Seller and Purchaser each shall indemnify and hold the other harmless against any claims for real estate commissions made by anyone claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

16. Default. If Purchaser defaults under this Agreement prior to Closing and does not cure any such default within three (3) days after notice from Seller to Purchaser that such default exists, Seller's sole remedy shall be to cancel this Agreement and retain the Non-Refundable Earnest Deposit as liquidated damages and in doing so, Seller hereby waives all other remedies for breach of this Agreement, including, without limitation, specific performance. If Seller defaults under this Agreement and does not cure any such default within three (3) days after notice from Purchaser to Seller that such default exists, then Purchaser may cancel this Agreement.

17. Notices. All notices must be in writing and may be given by (i) certified U.S. Mail, return receipt requested, postage pre-paid addressed as follows; (ii) courier delivery to the following addresses; (iii) overnight delivery using a reputable carrier to the following addresses; (iv) facsimile transmission directed to the following facsimile numbers; or (v) electronic transmission directed to the following electronic mail addresses. Notices shall be deemed to have been made upon deposit into the U.S. Mail or to reputable overnight carrier, if mailed, or upon receipt if delivered by courier delivery, facsimile transmission, or electronic mail transmission.

All notices to Seller shall be directed to:

Gladstone Investments, LLC
12701 Metcalf Avenue, Suite 202
Overland Park, Kansas 66213-2831
Facsimile No.: 913-681-0091
Electronic Mail Address: Mark@Mandelbaum.BIZ
Attention: Mark Mandelbaum

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And a copy to:

White Goss Bowers March Schulte & Weisenfels, a Professional Corporation
4510 Belleview, Suite 300
Kansas City, Missouri 64111
Facsimile No.: 816-753-9201
Electronic Mail Address: amarch@whitegoss.com
fcrouch@whitegoss.com
Attention: Aaron G. March and Fred W. Crouch

All notices to Purchaser shall be directed to:

City of Gladstone, Missouri
7010 N. Holmes Street
Kansas City, Missouri 64118
Facsimile No.: 816-436-2228
Electronic Mail Address: kirkd@gladstone.mo.us
Attention: Kirk Davis, City Manager

And a copy to:

City of Gladstone, Missouri
7010 N. Holmes Street
Kansas City, Missouri 64118
Facsimile No.: 816-436-2228
Electronic Mail Address: randallt@gladstone.mo.us
Attention: Randall Thompson, City Attorney

or to such other persons or addresses as either party shall hereafter designate by notice given from time to time in accordance with this Section.

18. Condemnation; Risk of Loss. If, after this Agreement is executed and prior to the Closing Date:

a. Any or all of the Property is taken by exercise of the power of eminent domain or any proceedings are instituted, or threatened to be instituted, by a governmental authority other than Purchaser, to effect such a taking or any offer of settlement is made in lieu of a taking, Seller shall promptly notify Purchaser thereof (with a copy of all relevant correspondence and other materials relating thereto) and Purchaser shall have the option (exercisable by notice to Seller within ten (10) days after the receipt of such notice) to either (i) cancel this Agreement or (ii) reduce the Purchase Price by the fair market value of the portion(s) of the Property adversely affected thereby as

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Seller _____

Purchaser 

determined in such taking and continue with the transaction set forth in this Agreement in accordance with the terms, conditions and provisions of this Agreement.

b. Any or all of the improvements located at the Real Estate are destroyed or damaged by fire, windstorm or otherwise, Purchaser shall have option of canceling or enforcing this Agreement. If enforced, Purchaser shall be entitled to insurance proceeds, if any, and Seller shall assign insurance policies and right to such proceeds at Closing. If this Agreement is enforced and Seller has not insured improvements, the Purchase Price shall be reduced by the amount necessary to restore the improvements to the condition immediately prior to such damage or destruction. Seller and Purchaser agree there are no Improvements on the Property.

19. Miscellaneous.

a. Assignment. Purchaser may not assign this Agreement without Seller's prior written consent, which shall not be unreasonably withheld.

b. Construction; Severability; Entire Agreement; Binding Effect; Governing Law. The section headings herein are solely for convenience and shall in no way be deemed to affect the meaning or construction of any part hereof. If any provision or provisions of this Agreement shall be unlawful, then such provision or provisions shall be null and void, but the remainder of the Agreement shall remain in full force and effect and binding on Seller and Purchaser. This Agreement constitutes the entire understanding and agreement between the parties and may not be amended, supplemented, or modified except by a writing executed by both of the parties. This Agreement shall be binding upon, and shall benefit, the parties and their heirs, personal representatives, successors and assigns. This Agreement and all related documents shall be governed by the laws of Missouri. This Agreement shall be deemed to have been drafted by both parties together.

c. Time of Essence. Time shall be the essence of this Agreement.

d. Attorneys' Fees and Costs. In the event either party to this Agreement commences a legal proceeding to enforce any of the terms of this Agreement or any rights under this Agreement, the substantially prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs from the other party.

e. Confidentiality. Seller and Purchaser agree and acknowledge that the Purchaser and Vision Investments, Inc. entered into that certain Confidentiality and Non-Disclosure Agreement dated March 27, 2013 amended by that Addendum to Confidentiality and Non-Disclosure Agreement dated April 10, 2013 (together, the "Confidentiality Agreement"). The terms of the Confidentiality Agreement are incorporated herein and deemed a part of this Agreement and are binding on Seller and

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Seller _____

Purchaser 

Purchaser as concerns the transaction described herein. In the event that any terms of the Confidentiality Agreement contradict the terms or provisions in this Agreement, the Confidentiality Agreement shall govern. Failure to comply with the provisions of this Section by either party shall be a default under this Agreement.

f. Business Days. If the last day for making an earnest deposit, for conducting due diligence, for Closing, or for providing notice to either party is a Saturday, Sunday or legal holiday, then such last day shall be extended to the next succeeding business day thereafter.

g. Execution in Counterparts. This Agreement may be executed in two or more identical counterparts which taken together shall constitute one and the same instrument.

[Remainder of page left intentionally blank. Signature page to follow.]

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Seller _____

Purchaser _____



IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement, as of the day and year first above written.

SELLER:

Gladstone Investments, LLC,
a Missouri limited liability company

By: _____
Janek Mandelbaum, Manager

By: _____
Jerry D. Nelson, Manager

Date of Execution: January 14, 2014

PURCHASER SIGNATURE PAGE

PURCHASER:

City of Gladstone, Missouri,
a municipal corporation

By: [Signature]
Name: Kirk G. Davis
Title: City Manager

Attested By: Cathy Swenson
Name: Cathy Swenson
Title: City Clerk



Date of Execution: January 14, 2014

Exhibit A

Property to be Conveyed to Gladstone

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF MISSOURI, COUNTY OF CLAY, AND IS DESCRIBED AS FOLLOWS: All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, in Block 37, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 in Block 38, all in LINDEN, a subdivision in Gladstone, Clay County, Missouri, according to the recorded plat thereof and the North $\frac{1}{2}$ of vacated Eight (8th) Street now known as 68th Street Terrace North and the West $\frac{1}{2}$ of vacated Howard Avenue now known as North Cherry Street lying between Northeast 68th Terrace and Northeast 69th Street and vacated Cass Avenue now known as North Locust Street lying between Northeast 68th Terrace and Northeast 69th Street EXCEPT that part deeded to The City of Gladstone in Book 1033 at Page 104 as Document No. C41721 and in Book 1033 at Page 106 as Document No. C41722.

Exhibit B
Special Warranty Deed

SPECIAL WARRANTY DEED

THIS INDENTURE is made and entered into on the ____ day of January, 2014, by and between Gladstone Investments, LLC, a Missouri limited liability company ("**Grantor**"), having an address at 12701 Metcalf Avenue, Suite 202, Overland Park, Kansas 66213 and City of Gladstone, Missouri, a municipal corporation ("**Grantee**"), having an address at 7010 N. Holmes Street, Kansas City, Missouri 64118.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents, SELL and CONVEY unto Grantee the following described lots, tracts or parcels of land lying, being and situate in the County of Clay and State of Missouri, to-wit:

See Exhibit A attached hereto and incorporated herein (the "**Property**").

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee, and unto Grantee's heirs and assigns forever.

Grantor hereby covenants that it and its heirs and assigns, shall and will WARRANT AND DEFEND the title to the Property unto Grantee, and to its successors and assigns forever against the lawful claims of all persons claiming by, through or under Grantor, but none other, excepting, however, those matters listed on Exhibit B attached hereto and incorporated herein.

IN WITNESS WHEREOF, the said Grantor has hereunto executed these presents the day and year first above written.

GRANTOR:

Gladstone Investments, LLC

By: _____
Janek Mandelbaum, Manager

By: _____
Jerry D. Nelson, Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, in the year 2014, before me,

(name of notary), a Notary Public in and for said state, personally appeared
JANEK MANDELBAUM, a manager of Gladstone Investments, LLC, known to me to be the
person who executed the within instrument in behalf of said corporation and acknowledged to
me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, in the year 2014, before me,

(name of notary), a Notary Public in and for said state, personally appeared
JERRY D. NELSON, a manager of Gladstone Investments, LLC, known to me to be the person
who executed the within instrument in behalf of said corporation and acknowledged to me that
he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

Exhibit A

To Special Warranty Deed

Real Property Legal Description

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF MISSOURI, COUNTY OF CLAY, AND IS DESCRIBED AS FOLLOWS: All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, in Block 37, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 in Block 38, all in LINDEN, a subdivision in Gladstone, Clay County, Missouri, according to the recorded plat thereof and the North ½ of vacated Eight (8th) Street now known as 68th Street Terrace North and the West ½ of vacated Howard Avenue now known as North Cherry Street lying between Northeast 68th Terrace and Northeast 69th Street and vacated Cass Avenue now known as North Locust Street lying between Northeast 68th Terrace and Northeast 69th Street EXCEPT that part deeded to The City of Gladstone in Book 1033 at Page 104 as Document No. C41721 and in Book 1033 at Page 106 as Document No. C41722.

Exhibit B
To Special Warranty Deed
Permitted Exceptions
[ADD LIST OF PERMITTED EXCEPTIONS]

Exhibit C

Seller's Closing Certificate

SELLER'S CLOSING CERTIFICATE

The undersigns hereby certifies that pursuant to that certain Purchase and Sell Agreement dated January __, 2014 between Gladstone Investments, LLC, a Missouri limited liability company ("**Seller**") and City of Gladstone, Missouri, a municipal corporation ("**Purchaser**"), each of Seller's representations and warranties in the Purchase and Sale Agreement (including but not limited to those contained in Section 10 of the Purchase and Sale Agreement) are true, correct and complete in all material respects as of the date below. GRANTOR:

Gladstone Investments, LLC

By: _____
 Janek Mandelbaum, Manager

By: _____
 Jerry D. Nelson, Manager

Dated as of January __, 2014

Exhibit D
Destruction Certification

{31244 / 67202; 502772.4 }

EXHIBIT D-1

CERTIFICATION

Pursuant to and in accordance Section 1 of that certain Confidentiality and Nondisclosure Agreement dated March 27, 2013 as amended and Section 5 of that certain Purchase and Sale Agreement dated January 14, 2014 (the "Agreements"), by and between the City of Gladstone, Missouri (the "City") and Gladstone Investments, LLC (the "Company"), the undersigned, a duly authorized representative of the City, hereby represents, warrants and certifies to the Company that, as of the date of signature hereof, the City has either returned or destroyed all Confidential Information (as such term is defined in the Agreements).

"City"

City of Gladstone, Missouri

By: _____

Name: _____

Title: _____

Date: _____