

RESOLUTION NO. R-14-35

A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A DONATION AGREEMENT FOR A GIFT TRANSFER OF REAL ESTATE DESCRIBED AS LOT 68, BLOCK 1, NORTHAVEN EAST, SECOND PLAT, A SUBDIVISION IN GLADSTONE, MISSOURI.

WHEREAS, Community Funding Solutions, LLC, a Nebraska limited liability company owns real estate located in Gladstone, Missouri described as Lot 68, Block 1, Northaven East, Second Plat, and have proposed to donate the property to the city upon terms and conditions set forth in a certain Letter Agreement;


WHEREAS, the terms of said Letter Agreement require the city to execute Internal Revenue Service Form 8283 and to use the property exclusively for public purposes and to pay the cost for recording a deed conveying the property to the city.

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

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a Letter Agreement with Community Funding Solutions, LLC for the gift conveyance of real estate described herein and to perform those things required of the city to effectuate the conveyance.


FURTHER THAT, upon receipt of the deed of conveyance said deed is to be recorded in the land records of Clay County, Missouri.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 9TH DAY OF JUNE, 2014.



J. Brian Hill, Mayor

ATTEST:



Ruth E. Bocchino, City Clerk



R-44 35

All-America City

Gladstone



2008

OFFICE OF THE CITY COUNSELOR

DATE: JUNE 4, 2014

TO: MAYOR BRIAN HILL
MAYOR PRO TEM BILL GARNOS
COUNCILMEMBER CAROL SUTER
COUNCILMEMBER JEAN MOORE
COUNCILMAN R. D. MALLAMS
CITY MANAGER KIRK DAVIS

FROM: CITY COUNSELOR RANDALL THOMPSON *R*

RE: DONATION AGREEMENT

As discussed during the Study Session on May 27, 2014, Community Funding Solutions, LLC, proposed donating a tract of land near the intersection of N. Prospect and N.E. 68th Street to the City. Approval of the attached Letter Agreement is on the Consent Agenda for June 9, 2014. CFS has agreed to all of our terms concerning the use of the property and the transfer of the property including responsibility for the real estate taxes through the date of transfer.

Staff asks that the Council approve the transfer. Please contact me with any questions you may have.

July 18, 2014

City of Gladstone, Missouri
7010 N. Holmes
Gladstone, MO 64118-2646

Re: Donation

Dear Ladies and Gentlemen:

This letter will confirm the agreement of Community Funding Solutions, LLC, a Nebraska limited liability company ("Owner") to donate certain real estate described as Lot 68, Block 1, Northaven East, Second Plat, a subdivision of land in Gladstone, Clay County, Missouri (the "Property") to the City of Gladstone, organized and existing under the laws of the State of Missouri ("Donee"), under and subject to the conditions set forth in this letter. The conditions include (i) Donee represents to Owner, as of the date of the donation and conveyance of the Property, that Donee is a political subdivision of the State of Missouri, and meets the requirements of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended, and such status shall have not been revoked or terminated by the Internal Revenue Service (the "IRS"); (ii) Donee agrees that it shall deliver an executed IRS Form 8283 to Owner upon receipt of the deed to the Property and that for a period of at least sixty (60) days following the date of transfer of the Property to Donee, Donee shall not sell, transfer or otherwise dispose of the Property or any interest therein; (iii) Donee shall use the Property exclusively for public purposes, and shall use good faith efforts to use the Property for purposes of a public park which substantially retains the undeveloped character of the Property except for ordinary park improvements; (iv) Owner shall have obtained an appraisal of the Property in form and substance satisfactory to Owner, from an appraiser chosen by Owner, the cost of which shall be allocated 100% to Owner; and (v) Donee shall pay all recording costs. Title to the Property at the time of conveyance shall be free and clear of all liens and encumbrances in accordance with Missouri statutes, except for any easements and restrictions of record.

The conveyance shall be by quitclaim deed from the Owner to the Donee, and shall be accomplished within three (3) days following the date that all conditions set forth in (i) through (v) of the preceding paragraph are satisfied. Donee has inspected the Property and concluded that its condition is satisfactory, and does not rely upon any representation or warranty given by the Owner. Owner makes no representation or warranty of any nature with respect to the Property. If Owner breaches the terms of this letter agreement, Donee's sole and exclusive remedy shall be specific performance, without any money damages or other damages whatsoever, and all other remedies at law or in equity are waived by Donee.

If Donee agrees to the terms of this letter, please sign in the space provided below and return the fully signed letter to me. Signatures sent via facsimile or pdf copy shall be valid. Thank you.

Sincerely,


Daniel F. Kaplan, Vice President
Community Funding Solutions, LLC

ACCEPTED AND AGREED TO AS OF THE DATE FIRST SET FORTH ABOVE:

City of Gladstone, Missouri

By: 

Title: City Manager



Recording Date/Time: 08/19/2014 at 02:09:18 PM

Instr #: 2014024016

Book: 7353 Page: 34

Type: QC

Pages: 2

Fee: \$27.00 S 20140018935



Jay Lawson
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. Title of Document: **QUIT CLAIM DEED**
2. Date of Document: **JULY 18, 2014**
3. Grantor(s): **COMMUNITY FUNDING SOLUTIONS**
4. Grantee(s): **THE CITY OF GLADSTONE, MISSOURI**
5. Mailing Address for Grantees: **7010 NORTH HOLMES
GLADSTONE, MISSOURI 64118**
6. Legal Description: **Lot 68, Block 1, Northaven East, Second Plat**
7. Reference Book and Pages (s):



QUITCLAIM DEED

THIS QUITCLAIM DEED is made on July 18, 2014, given by Community Funding Solutions, LLC, a Nebraska limited liability company, Grantor, to City of Gladstone Missouri, Grantee. Grantee's mailing address is: 7010 N. Holmes, Gladstone Missouri 64118-2646.

WITNESSETH, THAT THE SAID GRANTOR, as a charitable donation to GRANTEE, does by these presents QUITCLAIM, GRANT, BARGAIN AND CONVEY and CONFIRM unto the said GRANTEE, the following described lots, tracts or parcels of land lying, being and situated in the County of Clay and State of Missouri, to-wit:

Lot 68, Block 1, NORTHAVEN EAST, Second Plat, a subdivision of land in Gladstone, Clay County, Missouri.

TO HAVE AND TO HOLD ALL of said GRANTOR'S rights, title and interest in and to 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 its assigns and successors forever. GRANTOR does not warrant title or any other aspect with respect to the premises aforesaid.

IN WITNESS WHEREOF, the said GRANTOR has hereunto its hand the day and year last above written.

COMMUNITY FUNDING SOLUTIONS, LLC,
a Nebraska limited liability company

By: 

Title: Member and Manager

DANIEL F. KAPLAN

On this 18th day of July, 2014, before me, the undersigned Notary Public in and for said state, personally appeared Daniel F. Kaplan, known to me to be the person who executed the within Quitclaim Deed and acknowledged to me that he executed the same as Manager and Member and as the free act and deed of said Community Funding Solutions, LLC.

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


Notary Public

My commission expires: 2-23-2018

