

## **RESOLUTION NO. R-14-47**

### **A RESOLUTION RATIFYING AND APPROVING A PURCHASE AND SALE AGREEMENT, A FIRST AMENDMENT TO SAID PURCHASE AND SALE AGREEMENT, AND AN ASSIGNMENT OF SAID PURCHASE AND SALE AGREEMENT FOR PROPERTY LOCATED AT 6417 NORTH OAK TRAFFICWAY, GLADSTONE, MISSOURI.**

**WHEREAS**, the City was presented with the opportunity to purchase a tract of land located at 6889 North Oak Trafficway for purposes of economic development provided, however, it could find a site to relocate the business operating thereon; and

**WHEREAS**, 6889 North Oak Trafficway 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 city staff to purchase real estate within the redevelopment area when possible; and

**WHEREAS**, a tract of land at 6417 North Oak Trafficway became available for sale which was suitable for operating the existing business at 6889 North Oak Trafficway; and

**WHEREAS**, the City Manager executed a Purchase and Sale Agreement with Blown Investments, LLC, on April 22, 2014, to purchase the property at 6417 North Oak Trafficway with specific provision for the power to assign the Agreement without the seller's consent and a First Amendment to said Purchase and Sale Agreement on May 14, 2014; and

**WHEREAS**, on May 14, 2014, the City Manager executed an Assignment of the Purchase and Sale Agreement to Stephen B. Shaw, the owner of 6889 North Oak Trafficway, whereby Stephen B. Shaw agreed to purchase the property at 6417 North Oak Trafficway on the same terms and conditions agreed to by the City Manager in the Purchase and Sale Agreement and the First Amendment to said Purchase and Sale Agreement; and

**WHEREAS**, upon approval of the Purchase and Sale Agreement, the First Amendment to said Purchase and Sale Agreement, and the Assignment of said Purchase and Sale Agreement by this Council the parties, Stephen B. Shaw and Blown Investments, LLC, are prepared to close the transaction for 6417 North Oak Trafficway; and

**WHEREAS**, the City Council has determined that the purchase of this land is in the best interests of the City and its citizens as it will allow the City to purchase 6889 North Oak Trafficway for purposes of economic development.

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

**THAT**, the City Council of Gladstone, Missouri hereby approves and ratifies the execution of the Purchase and Sale Agreement, the First Amendment to said Purchase and Sale Agreement, and the Assignment of said Purchase and Sale Agreement; and

**FURTHER THAT**, the City Council of Gladstone, Missouri hereby further authorizes and directs the City Manager on behalf of the City to execute any documents required to effectuate the intent of this Resolution.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 14th DAY OF JULY, 2014.**

  
\_\_\_\_\_  
J. Brian Hill, Mayor

ATTEST:

  
\_\_\_\_\_  
Ruth E. Bocchino, City Clerk



**All-America City**

**OFFICE OF CITY COUNSELOR**

**MEMORANDUM**

**Gladstone**



**2008**

**DATE:** JULY 10, 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

**RE:** PURCHASE AND SALE AGREEMENT AND ASSIGNMENT FOR 6417  
NORTH OAK TRAFFICWAY

The Council Agenda for July 14, 2014, will include a Resolution to approve the execution of three (3) instruments involving property at 6417 North Oak Trafficway. As you know the acquisition of the real estate at 6889 N.O. Trafficway for the innovation center was dependent on finding another suitable location for Mr. Shaw to continue his used car business. In order to secure such a location the City Manager entered into a contract to purchase property at 6417 N.O. Trafficway from Blown Investments LLC. A purchase price was agreed to of \$425,000.00. We were required to make a \$20,000.00 deposit which is non-refundable if we are unsuccessful in completing the purchase of 6889 N.O. Trafficway. The contract also allowed for the city to assign the right to purchase 6417 without Blown Investments' consent.

The need to amend this contract arose to deal with the contingency of 6417 N.O. Trafficway being rezoned no later than July 30, 2014 to allow Mr. Shaw to operate his business there. Our contract to purchase 6889 N.O. Trafficway was contingent on this rezoning. The amendment also permitted Blown Investments to keep the \$20,000.00 earnest money if the rezoning failed. Lastly, the amendment adjusted the purchase price from \$425,000 to \$415,000.

Mr. Shaw agreed to purchase 6417 on the terms and conditions set forth in our Purchase Agreement and the Amendment so an Assignment contract was executed on May 14, 2014 by the City Manager. The Assignment provides that Mr. Shaw will pay the entire \$415,000 at closing and the city will be reimbursed our \$20,000 deposit.

The Resolution ratifies and approves the Purchase Agreement, the First Amendment and the Assignment. The Shaw/Blown Investments closing will occur contemporaneously with the closing of our purchase of 6889 N.O. Trafficway. Please contact me with any questions or concerns.

*R-1447*

# COMMERCIAL LEASE ORIGINAL

THIS LEASE is made as of July 15, 2014, between The City of Gladstone Missouri ("Landlord"), with an address of 7010 N. Holmes, Gladstone, Missouri and Stephen B. Shaw, dba SS Auto, Inc ("Tenant"), with an address of 6889 N. Oak Trafficway, Gladstone, Missouri 64118, who hereby agree as follows:

**1. PREMISES.** Subject to the covenants and conditions of this Lease. Landlord leases to Tenant, and Tenant leases from Landlord, the premises (the "Premises") commonly known and numbered as 6889 N. Oak Trafficway in the City of Gladstone, County of Clay, State of Missouri, and further described as: Lots 12, 13 and 14, Block 38, Linden, a subdivision in Gladstone, Missouri.

**2. USE OF PREMISES.** The Premises shall be used for used car sales and related activities and for no other purposes without the prior written consent of Landlord. Tenant and its employees, agents, customers and invitees shall at all times fully comply with all (i) zoning, building code, fire code and other laws, ordinances, regulations and public requirements, and (ii) all rules and regulations adopted by Landlord or the Property Manager for the Building, which may be changed from time to time. In no event shall Tenant, its employees, agents, customers or invitees, use the Premises for any illegal activity. Tenant shall obtain all necessary licensing and registrations for its use and operation of the Premises, and shall pay when due all applicable license and registration fees. Landlord shall have no responsibility whatsoever for obtaining or paying for the same. Tenant shall defend and indemnify Landlord from any liability or expense resulting from Tenant's failure to comply with the terms of this Section.

**3. TERM.** The Term of this Lease (the "Term") is for MONTH TO MONTH TENANCY, commencing on the date of execution of this lease and ending no later than September 30, 2014. Tenant may terminate this lease earlier upon 30 days Notice.

**4. RENT PAYMENTS. (a) Basic Rent.** Tenant shall pay \$25.00 per month beginning on the execution date of this Lease herein and on the same day of each month thereafter.

Each monthly installment is due payable in advance without notice or demand at Landlord's above stated address, or at any other place Landlord designates in writing.

This is a triple-net lease and Tenant is responsible for all costs and expense related to all costs of repair, replacements and maintenance of the building and its systems, equipment and furnishings and maintenance of the grounds as well as all costs of operating his business, including but not limited to insurance, taxes, utilities, vendors, janitorial services, trash and snow removal, lawn services, security and parking area monitoring and maintenance

**(b) Additional Rent.** If Tenant has not vacated the Premises by October 1, 2014, then he shall pay to Landlord, as liquidated damages, the sum of One Hundred Thousand Dollars (\$100,000.00) on October 1, 2014.

**(c) Penalty Rent.** In Addition to the Additional Rent if Tenant has not vacated the Premises by October 1, 2014, then he shall pay Penalty Rent in the amount of Two Thousand Dollars (\$2,000.00) per day beginning October 2, 2014 through and including every day thereafter until he vacates the Premises.

**(d) Partial Months; Late Charges.** Rent for any partial month shall be prorated based upon the number of days in the month.

**(e) Where Rent Paid.** Basic Rent, and all other rent or other payments to be paid by Tenant hereunder shall be paid to Landlord at the address provided in the Basic Lease Terms.

**(f) No Deductions.** Rent payable hereunder shall be paid promptly and in full. Tenant shall not be entitled to make or claim any deductions or set-offs to any rent payments owing hereunder for any reason whatsoever, unless the same is expressly authorized in this Lease or by a writing signed by Landlord.

**5. SECURITY DEPOSIT.** None.

**6. POSSESSION.** Tenant is currently in possession of the Premises.

**7. PROPERTY INSURANCE.** Landlord will not maintain any property, casualty or other insurance of any kind covering any improvements or personal property located on the Premises. Tenant shall be responsible for purchasing any property insurance he desires.

**8. INDEMNITY AND LIABILITY INSURANCE.** Tenant shall at all times indemnify, defend and hold Landlord harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from any act done or omission by or through Tenant, its agents, employees, invitees or any person on the Premises by reason of Tenant's use or occupancy or resulting from Tenant's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom. Tenant shall maintain, at all times during the Term, comprehensive general liability insurance in an insurance company licensed to do business in the state in which the Premises are located and satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of not less than \$1Million for injury to or \$1Millin death of persons and \$1Million for property damage. During the Term, Tenant shall furnish Landlord with a certificate or certificates of insurance, in a form acceptable to Landlord, covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insureds.

**9. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, transfer or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Landlord, in each and every instance. For the purpose of this provision, any transfer of a majority or controlling interest in Tenant (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of Tenant's assets or otherwise, or by operation of law, shall be deemed an assignment of this lease. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease.

**10. SIGNS AND ADVERTISEMENTS.** Tenant shall not place upon nor permit to be placed upon any part of the Premises, any new signs, billboards or advertisements what so ever, without the prior written consent of Landlord. All permitted signage shall be at Tenant's sole expense.

**11. CONDITION OF PREMISES.** Tenant acknowledges that it has inspected the Premises and, except as may be provided otherwise in this Lease, Tenant accepts the Premises in its present condition. At the end of the Term, except for damage caused by fire or other perils, Tenant, at its expense, shall (a) surrender the Premises in the same or similar condition as existed at the time the Premises were accepted and possession taken by Tenant, subject to reasonable wear resulting from uses permitted hereunder, and further subject to Tenant's obligations stated in Paragraphs 12 and 14 herein; (b) have removed all of Tenant's property from the Premises; (c) have repaired any damage to the Premises caused by the removal of Tenant's Property; and (d) leave the Premises free of trash and debris and the building in "broom clean" condition.

**12. BUILDING SERVICES.** (a) Hours and Type of Services. Landlord shall provide no building services. See Section 4 (a), supra.

(b) Additional Building Services. Landlord shall provide no Building Services.

(c) Excess Use of Services by Tenant.

(d) Discontinuance of Certain Services.

**13. PARKING LOT.** Tenant shall be responsible for all parking lot maintenance at his choice or discretion. Tenant has a license for the use of the parking spaces, which includes the use of the space but which does not include any security services. Landlord shall not be liable for any damage, theft, loss or expense that Tenant or its employees, customers or invitees may suffer.

**14. MAINTENANCE AND REPAIR BY LANDLORD.** Landlord and Tenant agree that Landlord shall not maintain or repair any building(s) or other improvements on the Premises and Tenant shall make no request for the same.

**15. DAMAGE BY CASUALTY.** If, during the Term or previous thereto, the Premises or the building of which said Premises are a part shall be destroyed or so damaged by fire or other casualty as to become untenable, then in such event, at the option of Landlord, this Lease shall terminate from the date of such damage or destruction. Landlord shall exercise this option to so terminate this Lease by notice in writing delivered to Tenant within thirty (30) days after such damage or destruction. Upon such notice, Tenant shall immediately surrender said Premises and all interest therein to Landlord and Tenant shall pay rent only to the time of such damage or destruction. If Landlord does not elect to terminate this Lease, this Lease shall continue in full force and effect, and Landlord shall expeditiously repair the Premises, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose, may enter said Premises. In that event rent shall abate in proportion to the extent and duration of untenability. In either event, Tenant shall remove all rubbish, debris, merchandise, furniture, equipment and its other personal property within five days after the request by Landlord. Except for rent abatement as herein provided, no compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or loss of business arising from the necessity of repairing any portion of the building or the Premises.

**16. PERSONAL PROPERTY.** Landlord shall not be liable for any loss or damage to any merchandise inventory, goods, fixtures, improvements or personal property of Tenant in or about the Premises.

**17. ALTERATIONS.** Tenant shall not make any alterations or additions in or to the Premises without the prior written consent of Landlord.

**18. LEGAL REQUIREMENTS.** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, and Tenant shall indemnify, defend and hold Landlord harmless from expense or damage resulting from failure to do so.

**19. FIXTURES and REMOVAL OF PROPERTY.** Tenant shall remove all of his personal property from the Premises on or before September 30, 2014. Personal property includes but is not limited to signage, fencing, fixtures, mechanical equipment, windows, doors and lighting. Any property of any kind left on the Premises after September 30, 2014, shall be removed and destroyed by Landlord and Tenant shall have no claim to compensation for any such property. All exterior openings to buildings shall be properly secured by Tenant at the time he vacates the Premises.

**20. EMINENT DOMAIN.** Should all of the Premises be taken under the power of eminent domain or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof is taken so that the Premises are unsuitable, in Tenant's reasonable opinion, for Tenant's use, then the term of this lease shall terminate as of the date that title shall vest in the acquiring authority and the rent and other charges shall be adjusted as of the date of such taking. In such case, Landlord shall be entitled to the proceeds of the condemnation award made to Landlord. Nothing herein shall be construed to prevent Tenant from separately pursuing a claim against the condemning authority for its independent loss or damages to the extent available, provided, however, that no award made to or on behalf of Tenant shall reduce, limit, or restrict the award to Landlord, and no allocation of Landlord's award in condemnation shall occur. Tenant shall have no claim against Landlord for the value of the unexpired term of this lease. Should any part of the Premises be taken in the exercise of eminent domain or a conveyance in lieu thereof or in connection therewith, but not such as to render the Premises unsuitable for the operation of its business, this Lease shall continue on the same terms and conditions except that the description of the Premises or the real estate taken by right of eminent domain or a conveyance in lieu thereof or in connection therewith shall be modified to reflect such taking. In the event this Lease does not terminate by reason of such taking, the condemnation proceeds from the Demised Premises will first be used to restore the Demised Premises to a position of occupancy by the Tenant. The balance of such condemnation proceeds from the Premises, if any, shall belong to Landlord.

**21. WAIVER OF SUBROGATION.** As part of the consideration for this Lease, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to property owned by said parties which is or might be incident to or the result of a fire or other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

**22. DEFAULT AND REMEDIES.** If Tenant vacates the Premises prior to September 30, 2014, and has complied with the requirements of Sections 2 and 19 herein then he shall have no further obligations under Section 4, above. If Tenant fails to vacate the premises by September 30, 2014, then Landlord's remedies hereunder are provided in Sections 4, 15, 19, 30 and 34 herein.

**23. WAIVER.** The rights and remedies of Landlord under this Lease, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by Landlord of any breach or default of Tenant shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by Landlord of any installment of rent subsequent to the date the same should have been paid shall not alter the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date. Receipt by Landlord of partial payment after Tenant's default shall not be construed to be or constitute a cure of any such default. No receipt of money by Landlord before or after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

**24. TOXIC OR HAZARDOUS MATERIALS.** Tenant shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises without the prior written consent of Landlord. Tenant, at its sole cost, shall comply with all laws relating to Tenant's storage, use and disposal of hazardous or toxic materials. Tenant shall be solely responsible for and shall defend, indemnify and hold Landlord, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the Tenant storage, use or disposal of any toxic or hazardous material in, on or about the Premises including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to their condition existing prior to the appearance of toxic or hazardous materials on the Premises. Tenant's obligations under this paragraph shall survive the termination of this Lease.

**25. REAL ESTATE COMMISSION.** N/A

**26. NOTICES.** Any notice hereunder shall be sufficient if sent by certified mail, addressed to Tenant at the Premises, and to Landlord where rent is payable.

**27. SUBORDINATION.** This Lease shall be subordinate and inferior at all times to the lien of any mortgage and to the lien of any deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the



real property upon which the premises are located, and to all renewals, modifications, replacements, consolidations and extensions thereof. Tenant shall execute and deliver all documents requested by any mortgagee or security holder to effect such subordination. In the event of a sale or assignment of this Lease or of Landlord's interest in the Premises or the building in which the Premises are a part, are transferred to any other person because of a mortgage foreclosure, exercise of a power of sale under a mortgage or otherwise, Tenant shall attorn to the purchaser or such mortgagee or other person and recognize the same as Landlord hereunder.

**28. SUCCESSORS.** The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto.

**29. QUIET POSSESSION.** Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Landlord, its heirs, successors or assigns, but only during such party's ownership of the Premises. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

**30. BANKRUPTCY.** Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any renewal thereof.

**31. ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such Tenants, jointly and severally.

**32. ESTOPPEL CERTIFICATES.** Tenant shall at any time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord or to any lender of or purchaser from Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the Premises or of the business of Landlord.

**33. NOTICES AND RENT PAYMENT.** Any Notices required to be provided herein shall be sent to the parties at the following addresses by certified mail or by hand delivery and rent shall be paid to Landlord at the following addresses:

LANDLORD  
Randall D. Thompson  
City Counselor  
7010 N. Holmes  
Gladstone, Missouri 64118

TENANT  
Stephen B. Shaw  
SS Auto  
6889 N. Oak Trafficway  
Gladstone, Missouri 64118

**34. UNLAWFUL DETAINER OR RENT AND POSSESSION.** Tenant agrees that he will not contest any Unlawful Detainer or Rent and Possession court action that may be taken by Landlord based upon Tenant's failure to vacate the Premises on September 30, 2014. Tenant consents to service and personal jurisdiction before the Clay County Circuit Court in Liberty, Missouri in the event of such court action. Tenant further agrees that he will not contest any prayer for damages as described in Section 4 (b) and (c), above.

IN WITNESS WHEREOF, said parties hereunto subscribed their names. Executed in three (3) originals.

THE CITY OF GLADSTONE, MISSOURI  
LANDLORD

By: [Signature]  
Title: City Manager  
Date: 7-18-14 Time: \_\_\_\_\_

STEPHEN B. SHAW  
TENANT

By: [Signature]  
Title: \_\_\_\_\_  
Date: 7-18-14 Time: \_\_\_\_\_

ORIGINAL

## ESCROW AGREEMENT

SELLER, Stephen B. Shaw, is selling real estate (the "Premises") located at 6889 North Oak Trafficway, Gladstone, Missouri 64118 and more particularly described as Lots 12, 13 and 14, Block 38, Linden, a subdivision in Gladstone, Clay County, Missouri, to the City of Gladstone, Missouri, the BUYER, pursuant to a Purchase and Sale Agreement (the "Agreement") entered into between them and dated May 14, 2014. The ESCROW, Thomson-Affinity Title, LLC, is providing title services to the parties and will act as the closing agent for the sale of the Premises.

Pursuant to the terms of the Agreement the Seller shall remain in possession of the Premises following closing until September 30, 2014, at which time he is to vacate the Premises. The parties have agreed and have provided in Paragraph 2.b. of the Agreement that Five Thousand Dollars (\$5,000.00) of the purchase price is to remain in escrow until September 30, 2014. If Seller has vacated the Premises as of September 30, 2014, then the \$5,000.00 shall be delivered to him. If Seller has not vacated the Premises by September 30, 2014 then the \$5,000.00 shall be delivered to Buyer.

### **NOW, THEREFORE, IT IS AGREED BETWEEN SELLER, BUYER AND ESCROW AS FOLLOWS:**

1. That Thomson-Affinity Title, LLC, agrees to act as Escrow as provided herein.
2. That from the balance of funds to be paid to the Seller according to the Settlement Statements executed by the Seller and Buyer at closing, Escrow shall retain in its possession the sum of Five Thousand Dollars (\$5,000.00).
3. That on or about October 1, 2014, if Seller is in possession of the Premises, Buyer shall direct Escrow by written demand to pay to Buyer the \$5,000.00 held in escrow or if Seller is not in possession of the Premises on October 1, 2014, the Seller shall direct Escrow by written demand to pay to Seller the \$5,000.00 held in escrow.
4. If on October 1, 2014, a dispute should arise between Seller and Buyer as to who is entitled to payment of the \$5,000.00 then the Escrow shall be directed by the Seller and Buyer to remain in possession of the \$5,000.00 until such time as the Seller and Buyer agree to the disposition of the funds.
5. In consideration of Thomson-Affinity Title, LLC, acting as Escrow herein, it is agreed that you shall in no case or event be liable to either Seller or Buyer in connection with these instructions or the payment of the \$5,000.00 except if the \$5,000.00 should be lost by theft, accident or fraud while in your possession and control as Escrow to any third party.

It is further agreed that if any controversy arises between the parties or with any third person, the Escrow shall not be required to determine the same or take any action in the premises, but you may await the settlement of any such controversy by final appropriate legal



proceedings or otherwise as said Escrow may require, notwithstanding anything in this document to the contrary, and in such event Escrow shall not be liable for interest or damage.

In the event of such controversy, Escrow shall be entitled to reasonable compensation for all services performed by Escrow and to costs and reasonable attorney's fees if Escrow intervenes in or is made a party to any litigation, the undersigned Seller and Buyer jointly and severally agreeing to pay the same, and you shall further be entitled to hold all funds deposited herein pending payment thereof.

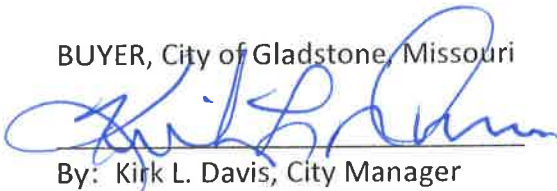
IN WITNESS THEREOF the parties have executed this Agreement in triplicate this 15 day of July, 2014.

SELLER,



By: Stephen B. Shaw, a single person

BUYER, City of Gladstone, Missouri



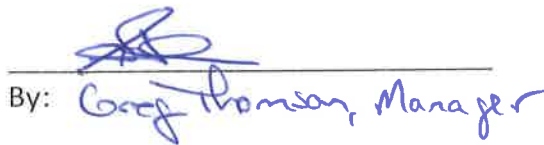
By: Kirk L. Davis, City Manager

ATTEST:



By: Ruth Bocchino, City Clerk

ESCROW, Thomson-Affinity Title, LLC



By: Greg Thomson, Manager



ORIGINAL

**PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made as of this 14th day of May, 2014 by and between Stephen B. Shaw, a single person ("**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 following tracts of real property:

**Tract 1** Lots 6 and 7, Block 25, Linden, a subdivision in Gladstone, Clay County, Missouri.

**Tract 2** Lots 12, 13 and 14, Block 38, Linden, a subdivision in Gladstone, Clay County, Missouri.

Together with any and all buildings, attachments, improvements, easements, hereditaments and appurtenances thereto and any and all intangible property pertaining or related to the real property or the use thereof, including, without limitation, transferable utility contracts, plans and specifications, engineering plans and studies, floor plans and landscape plans relating to the same or any part of the same, and all other agreements and documents pertaining to real property.

2. Purchase Price. The purchase price for each tract is separate and apart from the other.

- a. The purchase price for Tract 1 shall be Four Hundred Fifty-Seven Thousand Five Hundred Dollars (\$457,500.00). The price shall be paid with an initial earnest money deposit of Ten Thousand Dollars to be deposited into escrow within three (3) business days of the Agreement Date and the remainder of the purchase price of Four Hundred Forty-Seven Thousand Five Hundred Dollars (\$447,500.00) shall be paid at closing. At closing the earnest money deposit shall be credited to Purchaser.
- b. The purchase price for Tract 2 shall be Four Hundred Fifty-Seven Thousand Five Hundred Dollars (\$457,500.00). The price shall be paid with an initial earnest money deposit of Twenty Thousand Dollars (\$20,000.00) to be deposited into escrow within three (3) business days of the Agreement Date and the remainder of the purchase price of Four Hundred Thirty-Seven Thousand Five Hundred Dollars (\$437,500.00) shall be paid at closing. At closing the earnest money deposit shall be credited to Purchaser. Because Seller will remain in possession of Tract 2 following the Closing (see Section 4, below) the parties agree that Five Thousand Dollars (\$5,000.00) of the purchase price for Tract 2 shall remain in escrow until such time as Seller has vacated Tract 2. The parties agree to enter into an Escrow Agreement, along with the Escrow Agent, to for retaining the \$5,000.00 in escrow.

3. Agreement Date; Contingency on Sale; 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

Seller

Purchaser

Agreement. The closing of this Agreement is "**Contingent**" upon the City Council of the City of Gladstone, Missouri approving a zoning change and site plan for property located at 6417 North Oak Trafficway, Gladstone, Missouri and more particularly described as follows:

BEGINNING AT A POINT 328 FEET NORTH AND 36.02 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 51, RANGE 33, CLAY COUNTY, MISSOURI; THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID SOUTH 1/2 OF THE SOUTHEAST QUARTER, 302 FEET; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SOUTH 1/2 OF THE SOUTHEAST QUARTER, 160 FEET; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID SOUTH 1/2 OF THE SOUTHEAST QUARTER, 300 FEET; THENCE WEST 160 FEET TO THE POINT OF BEGINNING: LESS THAT STRIP OF LAND ALONG THE WEST LINE OF THE ABOVE DESCRIBED TRACT TAKEN FOR HIGHWAY RIGHT-OF-WAY AND EXCEPT ALL THAT PART PLATTED AS "GLADSTONE PLAZA" RECORDED MARCH 8, 2005 AS DOCUMENT NO. 2005009957, IN BOOK F, AND PAGE 175.

no later than the 30th day of July, 2014. The "**Closing Date**" shall be on or before that date not more than ten (10) days following the approval of the Ordinance by the Gladstone City Council approving the zoning change and site plan. The "**Closing**" of the transaction contemplated herein shall take place on the Closing Date at the Liberty office of Thomson Affinity Title (the "**Title Company**").

4. Transfer of Possession. Seller anticipates the need to maintain possession of Tract 2 after the Closing Date in order to affect the relocation of his business to a new location. Therefore the parties agree at Closing to execute a Lease whereby Purchaser leases to Seller the premises described as Tract 2 on a month to month basis commencing on the date of Closing and terminating on or before the 30th day of September, 2014. The Lease will be a triple net lease with rent in the amount of \$25.00 payable in advance on the commencement date and on the same day of each month thereafter. The Lease shall provide that if Seller has not vacated Tract 2 by October 1, 2014, then he shall pay to Purchaser, as liquidated damages, the sum of One Hundred Thousand Dollars (\$100,000.00) on October 1, 2014. This payment shall be in addition to the Five Thousand Dollars (\$5,000.00) held by Escrow which amount shall also be paid to Purchaser by the Escrow on October 1, 2014. In addition the parties agree and the Lease shall contain a provision for additional damages in the amount of Two Thousand Dollars (\$2,000.00) a day beginning October 2, 2014, and every day thereafter until Seller vacates Tract 2.

5. Deed. Seller shall sell the Properties for the Purchase Prices on the terms set forth herein and, at Closing, Seller shall convey or cause to be conveyed to Purchaser:

- a. Title to **Tract 1** by recordable form of Warranty Deed, duly executed and acknowledged by Seller, subject to (a) general real estate taxes for the current year, and (b) the Permitted Exceptions (as defined herein), if any;
- b. Title to **Tract 2** by recordable form of Warranty Deed, duly executed and acknowledged by Seller, subject to (a) general real estate taxes for the current year, and (b) the Permitted Exceptions (as defined herein), if any.

6. Due Diligence Period. Purchaser shall have a period of 14 days after the Agreement Date (the "**Due Diligence Period**") within which to inspect, investigate, conduct, obtain and/or review, as applicable, at its sole cost and expense for both **Tract 1** and **Tract 2** the following:

Seller 

Purchaser 

- a. soil and water samples, boring tests, and testing for the presence of hazardous materials and wastes;
- b. land surveys;
- c. all governmental and quasi-governmental approvals necessary or desirable for Purchaser's anticipated use of the property;
- d. a title commitments from the Title Company and underlying title exception documents; and
- e. any other matters with respect to the properties 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 with either **Tract 1** or **Tract 2**, Purchaser shall have the right, on or before the last day of the Due Diligence Period to terminate this Agreement with respect to one or both tracts by written notice to Seller of its election to terminate this Agreement. If Purchaser terminates this Agreement with respect one or both tracts, the earnest money deposit(s) for the tract(s) so terminated shall be immediately returned to Purchaser, and neither party shall have any further rights or obligations hereunder with respect to the terminated tract(s), except as specifically set forth in this Agreement.

7. **Title Commitment and Objections.** Within ten (10) business days of the Agreement Date, Seller shall request the following to be delivered to Purchaser for both tracts (1) separate commitments for title insurance legally describing the properties, listing Purchaser as the named insured and showing, as the policy amount, the Purchase Prices (the "**Title Commitments**"), which shall be dated after the date of this Agreement and issued by the Title Company as commitments to insure Purchaser; and (2) legible copies of all of the documents reported as exceptions in the Title Commitments.

a. If either of the Title Documents disclose conditions which render title to either 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, within ten (10) business days of receipt of such Title Objection Notice, Seller shall notify Purchaser as to which objections Seller elects to cure prior to Closing (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) business days of delivery of the Election Notice, Purchaser may (a) terminate this Agreement with respect to one or both tracts by providing written notice of such termination to Seller, and the parties shall have no further rights, duties, liabilities or obligations hereunder with respect to that tract(s), except as otherwise expressly set forth in this Agreement, or (b) proceed to Closing and take title subject to such objectionable matters, which shall be deemed Permitted Exceptions. If Seller does cure or satisfy the Defects, then this Agreement shall continue in effect.

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.

Seller   
Purchaser 



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 (c) of this Section shall be considered to be Seller's agreement to cure all Defects by the Closing Date.

e. If, as of the Closing Date, either of the Title Commitments discloses additional or new 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 Seller shall cure such Defect as a condition precedent to Purchaser's obligation to close this transaction.

8. Furnishing Documents. Seller shall, within ten (10) business days following the Agreement Date, furnish to Purchaser, for Purchaser's review, copies of any and all of the following items with respect to the Property in Seller's possession or control: (i) title insurance policies and underlying title documents, (ii) surveys, plats and other drawings, (iii) plans and specifications, (iv) engineering plans, reports, and studies, (v) floor plans and landscape plans, (vi) soil reports, (vii) the Leases, if any, and correspondence with tenants, if any, (viii) maintenance, repair and service contracts and any other material agreements relating to the Property or the conduct of business thereon, (ix) correspondence, documents, instruments or other information related to environmental conditions at or pertaining to the Property, including, without limitation, all correspondence and/or documents with or from the U.S. Environmental Protection Agency and the Missouri Department of Natural Resources, (x) records or information relating to any claims, actions, suits or other proceedings relating to all or any portion of the Property, (xi) the most recent tax bill(s) with respect to the Property, (xii) any other information as may be reasonably requested by Purchaser.

Seller shall also deliver to Purchaser (i) copies of any and all documents of the kind described in the foregoing paragraph 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 shall be delivered to Purchaser within three (3) days after Purchaser's written request for such documents.

9. Access and inspections; Cooperation. Seller hereby grants to Purchaser, its assigns, 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.

Without limiting Purchaser's inspection rights set forth in this Section, Purchaser, its assigns, agents, employees, representatives and contractors shall have reasonable access to the Property during the ten (10) day period 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

Seller

Purchaser



dangerous condition of Seller's building.. Such indemnification shall include, without limitation, Seller's legal fees, expert fees and expenses.

10. Affirmative covenants. Seller shall cause the Properties to be maintained free from waste and neglect and shall not allow the dumping on the Properties 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 Properties, including, without limitation, leases or service, maintenance or repair contracts in respect to or affecting the Properties, which will survive the Closing, (ii) further encumber the Properties 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.

11. 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 each of the Properties;

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

d. To Seller's actual knowledge, there is no pending or threatened condemnation of either of the Properties or any part thereof;

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

f. To Seller's actual knowledge there are no, nor have there ever been any, underground storage tanks on the Properties, nor has there been any spill, contamination or release of hazardous waste or petroleum or petroleum by-products. Seller agrees to provide Purchaser a copy of a No Further Action letter/certificate on file with the Missouri Department of Natural Resources;

g. To Seller's actual knowledge, no unrecorded liens, encumbrances or adverse claims exist with respect to either of the Properties 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 either of the Properties or the conduct of business thereon;

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;

Seller   
Purchaser 

j. Seller's tax identification number is D7209 and Seller shall provide the Title Company with a certified statement to that effect at Closing in order to comply with Section 6056 of the Internal Revenue Code;

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

12. Removal of Personal Property. Seller shall remove all of Seller's personal property from the Tract 2 prior to the end of the lease provided for in Section 4, infra on September 30, 2014. Personal property includes but is not limited to signage, fencing, fixtures, mechanical equipment, windows, doors, and lighting. Tract 1 shall remain undisturbed except for removal of personal private property. All exterior openings to buildings located on Tracts 1 and 2 shall be properly secured.

13. Closing Adjustments and Costs.

a. The following shall be prorated as of the Closing Date, with Seller being charged or credited through the Closing Date: (i) real estate taxes for the year in which Closing occurs pertaining to the Real Estate based on the latest available tax bill and any accrued but unpaid general or special assessments payable therewith, (ii) utility charges for sewer, water, gas, and electricity pertaining to the Properties, (iii) rent or other payments under any Leases, (iv) pre-paid service or maintenance contracts or equipment leases that extend beyond the Closing Date; and (v) any other customary prorations. In the event the latest available tax bill does not include the tax bill for taxes due and payable during the year of Closing, the parties shall prorate the taxes at Closing based on the latest available tax bill and such proration shall be deemed final.

b. Seller agrees to pay the costs of the owner's Title Policies, including any search fees and the cost charged by the Title Company to remove any standard exceptions. Seller shall pay the cost of releasing any existing liens or encumbrances, deed preparation, and recording costs. Purchaser agrees to pay the costs of any endorsements to the Title Policies (excluding any endorsement to remove standard exceptions thereto) and all costs associated with Purchaser's due diligence performed under this Agreement. Seller and Purchaser shall any escrow fees or Title Company fees associated with Closing. Each party shall pay its own attorney's fees.

14. 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) Bill of Sale, if any;
- (iii) Lease Assignments, if any;
- (iv) A non-foreign affidavit containing such information as shall be required

Seller



Purchaser



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 Properties, and granting Purchaser permission to furnish a copy of such affidavit to the Internal Revenue Service;

(v) 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 Properties;

(vi) Settlement statements prepared by the Title Company and approved by Purchaser and Seller (the "**Settlement Statements**");

(vii) 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 Policies;

(viii) A notice to any vendors informing vendors of the change in ownership of the Property;

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

(x) Any keys in Seller's possession to all entrance doors, equipment, utility rooms, and vault boxes located in or on the Property.

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**");

(i) The balance of the Purchase Price for each property, 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 the Title Company; and

(iv) Settlement Statements.

(v) Escrow Agreement for execution by Title Company, Seller and Purchaser providing for the retention of \$5,000.00 of the purchase price for Tract 2 until such time as Seller

Seller

Purchaser

has vacated Tract 2 pursuant to the terms of this Agreement; and

(vi) A Lease Agreement between Seller and Purchaser for the lease of Tract 2 as provided in Section 4, supra.

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 Properties. 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 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. 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 (i) cancel this Agreement and obtain an immediate return from the Title Company of the Earnest Deposits upon Purchaser's written notice of cancellation to the Title Company, or (ii) enforce the specific performance of 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:

SS Auto, Inc.  
Stephen B. Shaw  
6889 North Oak Trafficway  
Gladstone, MO 64118

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](mailto:kirkd@gladstone.mo.us)  
Attention: Kirk Davis, City Manager

Seller

Purchaser

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

a. Any or all of the improvements located at the Properties 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. If this Agreement is canceled, due to the causes just described then the Earnest Deposits shall be returned to Purchaser.

19. Miscellaneous.

a. 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.

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

c. 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.

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

Seller

Purchaser



e. Contingency. The Closing of this transaction is subject to approved and consent by the Gladstone City Council by Resolution duly passed according to law.

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

SELLER:

SS Auto, Inc.

By: 

Name: Stephen B. Shaw

Title:

Date of Execution: April \_\_\_\_, 2014

PURCHASER:

City of Gladstone, Missouri,  
a municipal corporation

By: 

Name: Kirk L. Davis

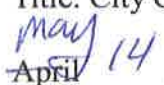
Title: City Manager, Gladstone, MO

ATTEST:

By: 

Name: Ruth Bocchino

Title: City Clerk, Gladstone, MO

  
~~April~~ May 14, 2014



Seller 

Purchaser 

## PURCHASER'S STATEMENT

Date: July 30, 2014

GFNo: 206329

**Sale From:** Stephen Shaw a/k/a Stephen B. Shaw  
c/o SS Auto, Inc.  
6889 North Oak Trafficway  
Gladstone, MO 64118

**To:** City of Gladstone, Missouri, a municipal corporation  
7010 N. Holmes St.  
Gladstone, MO 64118

**Property:** Linden, Lots 6 & 7, Block 25, Clay County  
6902 N Locust St  
Gladstone, MO

**Purchase Price** ..... **\$457,500.00**

**Plus: Charges**

Title & Escrow Fees & Expenses to Thomson-Affinity Title,  
LLC .....

\$350.00

Closing Fee (split 50/50) ..... \$350.00

**Total Charges** ..... **\$350.00**

**Gross Amount Due By Purchaser** ..... **\$457,850.00**

**Less: Credits**

County property taxes .....

From 1/1/2014 thru 7/30/2014 .....

\$1,653.19

Earnest Money .....

\$10,000.00

**Total Credits** .....

**\$11,653.19**

**Balance Due by Purchaser** .....

**\$446,196.81**

Purchaser understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The lender involved may be furnished a copy of this statement.

Purchaser understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for the current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

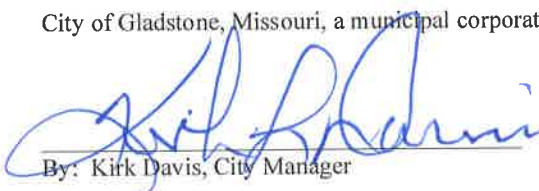
The undersigned hereby authorizes Thomson-Affinity Title, LLC to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

Thomson-Affinity Title, LLC

City of Gladstone, Missouri, a municipal corporation

By

  
Greg Thomson

  
By: Kirk Davis, City Manager

**BROKER/APPRaiser AFFIDAVIT**

Seller(s): Stephen Shaw a/k/a Stephen B. Shaw  
 Buyer(s)/Borrower(s): City of Gladstone, Missouri, a municipal corporation  
 Property: 6902 N Locust St, Gladstone, MO

The parties hereto have entered into a contract dated May 14, 2014 for the sale/lease of certain real estate as described in Thomson-Affinity Title, LLC 's Title Commitment No. 206329 and legally described on Exhibit A attached hereto.

In consideration of certain statutes enacted in the State of Missouri regarding commercial real estate brokers' lien, the undersigned (hereinafter referred to as "Affiant" whether one or more) certify to Thomson-Affinity Title, LLC that they have dealt with no real estate brokers, real estate appraisers or title examiners (except Thomson-Affinity Title, LLC ) other than:

**NONE.**

The Affiant further state that they have received no notification from any such real estate brokers, real estate appraisers, or title examiners claiming any lien under said statutes.

The Affiant understands that Thomson-Affinity Title, LLC will rely on this affidavit in the closing and insurance of the aforesaid transaction and, in consideration thereof, the Affiant agrees to hold Thomson-Affinity Title, LLC harmless from any liens or claims of liens under said statutes.

**BUYER(S):**

City of Gladstone, Missouri, a municipal corporation

Affiant: Kirk Davis, City Manager

Date: 7/17/14

STATE OF Missouri )

COUNTY OF Clay )ss )

Subscribed and sworn to before me, on July 17, 2014.

My Commission Expires: August 2, 2014

**SELLER(S):**

Affiant: Stephen Shaw a/k/a Stephen B. Shaw

Date: \_\_\_\_\_

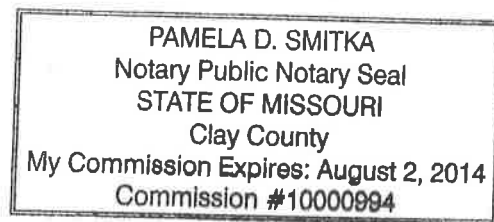
STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )ss )

Subscribed and sworn to before me, on July \_\_\_\_\_, 2014.

My Commission Expires: \_\_\_\_\_

Pamela D. Smitka  
 , Notary Public



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

**STATEMENT OF CERTIFICATIONS**

Seller(s): Stephen Shaw a/k/a Stephen B. Shaw  
Buyer(s)/Borrower(s): City of Gladstone, Missouri, a municipal corporation  
Property: 6902 N Locust St, Gladstone, MO

The undersigned have requested First American Title Insurance Company, as underwriter, and its agent Thomson-Affinity Title, LLC, (said underwriter and agent hereinafter collectively referred to as "the Title Company") to perform both closing and Title Company functions in connection with the transaction concerning the above-captioned property, and, in furtherance thereof, affirm to the Title Company as follows:

☒ **RESPONSIBILITY ACKNOWLEDGEMENT (applicable to all transactions):**

In connection with the closing of the subject transaction, the parties hereby state that it is understood that the Title Company is acting solely as settlement agent and/or Title Company, and that the Title Company is not in the position to provide and does not provide legal representation or legal advice to the parties or either of them, and the parties further state that they are aware that they have the ability to seek legal counsel to represent them in the transaction and provide legal interpretations for them, should they so choose.

☒ **ERRORS AND OMISSIONS (applicable to all transactions):**

In connection with the closing of the subject transaction, it is hereby agreed and understood between the parties that if any errors have been made in the computation of the settlement statement, whether in mathematics or by reason of omission, said errors will be corrected and adjusted by Seller and Buyer as soon as they are discovered. In the event a dispute arises between the parties as to any such errors or omissions, the undersigned agree to hold the Title Company harmless from any court costs and attorney's fees which might result from such dispute.

☒ **TAX PRORATION CERTIFICATION (not applicable to new construction or refinances):**

We agree that the proration of taxes for the closing on the above property are based on the tax figures for the last available year as of the date of closing. Any discrepancies in the tax figures when the correct amounts can be ascertained are to be adjusted between the Seller and Buyer and said Seller and Buyer agree to hold the Title Company harmless for any adjustment necessary in the tax amounts.

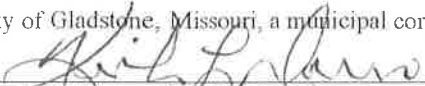
**Seller(s):**

By: Stephen Shaw a/k/a Stephen B. Shaw

Date: \_\_\_\_\_

**Buyer(s):**

City of Gladstone, Missouri, a municipal corporation

By:  Kirk Davis, City Manager

Date: 7/17/14

## F.I.R.P.T.A. WAIVER OF SETTLEMENT AGENT RESPONSIBILITY

Date: July 14, 2014  
Settlement Agent: Thomson-Affinity Title, LLC  
Seller(s): Stephen Shaw a/k/a Stephen B. Shaw  
Purchaser(s): City of Gladstone, Missouri, a municipal corporation  
Property: 6902 N Locust St, Gladstone, MO

To: Escrow Holder

Escrow Holder is released from and shall have no liability, obligation or responsibility with respect to, (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code 1986 as amended, (b) advising the parties as to the requirements of such Section or (c) determining whether the transferor is a foreign person under such Section, acting as the Qualified Substitute or otherwise making any inquiry concerning compliance with such Section for any party to the transaction.

Purchaser(s):

City of Gladstone, Missouri, a municipal corporation

  
By: Kirk Davis, City Manager

Date: 7/17/14



## PURCHASER'S STATEMENT

Date: July 15, 2014

GFNo: 206431

**Sale From:** Stephen B. Shaw  
c/o SS Auto, Inc.  
6889 North Oak Trafficway  
Gladstone, MO 64118

**To:** City of Gladstone, Missouri, a municipal corporation  
7010 N. Holmes St.  
Gladstone, MO 64118

**Property:** Linden, Lots 12, 13 & 14, Block 38, Clay County  
6889 N Oak Trfy  
Gladstone, MO

**Purchase Price** \$457,500.00

**Plus: Charges**

Title & Escrow Fees & Expenses to Thomson-Affinity Title,  
LLC

\$350.00

Closing Fee (split 50/50) \$350.00

**Total Charges** \$350.00

**Gross Amount Due By Purchaser** \$457,850.00

**Less: Credits**

County property taxes  
Earnest Money

From 1/1/2014 thru 7/15/2014 \$4,683.98

\$20,000.00

**Total Credits** \$24,683.98

**Balance Due by Purchaser** \$433,166.02

Purchaser understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The lender involved may be furnished a copy of this statement.

Purchaser understands that tax and insurance proration and reserves were based on figures for the preceding year or supplied by others or estimates for the current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Thomson-Affinity Title, LLC to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

Thomson-Affinity Title, LLC

City of Gladstone, Missouri, a municipal corporation

By   
Greg Thomson

  
By: Kirk Davis, City Manager

**BROKER/APPRaiser AFFIDAVIT**

Seller(s): Stephen B. Shaw  
 Buyer(s)/Borrower(s): City of Gladstone, Missouri, a municipal corporation  
 Property: 6889 N Oak Trfy. Gladstone. MO

The parties hereto have entered into a contract dated May 14, 2014 for the sale/lease of certain real estate as described in Thomson-Affinity Title, LLC 's Title Commitment No. 206431 and legally described on Exhibit A attached hereto.

In consideration of certain statutes enacted in the State of Missouri regarding commercial real estate brokers' lien, the undersigned (hereinafter referred to as "Affiant" whether one or more) certify to Thomson-Affinity Title, LLC that they have dealt with no real estate brokers, real estate appraisers or title examiners (except Thomson-Affinity Title, LLC ) other than:

NONE.

The Affiant further state that they have received no notification from any such real estate brokers, real estate appraisers, or title examiners claiming any lien under said statutes.

The Affiant understands that Thomson-Affinity Title, LLC will rely on this affidavit in the closing and insurance of the aforesaid transaction and, in consideration thereof, the Affiant agrees to hold Thomson-Affinity Title, LLC harmless from any liens or claims of liens under said statutes.

**BUYER(S):**

City of Gladstone, Missouri, a municipal corporation

[Signature]  
 Affiant: Kirk Davis, City Manager

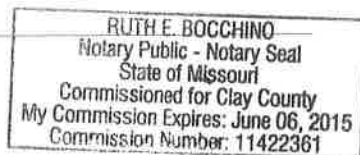
Date: 7/14/14

STATE OF MISSOURI )  
 )ss  
 COUNTY OF CLAY )

Subscribed and sworn to before me, on July 14, 2014.

[Signature]  
 , Notary Public

My Commission Expires: \_\_\_\_\_

**SELLER(S):**

Affiant: Stephen B. Shaw

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss  
 COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me, on July \_\_\_\_\_, 2014.

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

My Commission Expires: \_\_\_\_\_

**STATEMENT OF CERTIFICATIONS**

Seller(s): Stephen B. Shaw  
Buyer(s)/Borrower(s): City of Gladstone, Missouri, a municipal corporation  
Property: 6889 N Oak Trfy, Gladstone, MO

The undersigned have requested First American Title Insurance Company, as underwriter, and its agent Thomson-Affinity Title, LLC, (said underwriter and agent hereinafter collectively referred to as "the Title Company") to perform both closing and Title Company functions in connection with the transaction concerning the above-captioned property, and, in furtherance thereof, affirm to the Title Company as follows:

☒ **RESPONSIBILITY ACKNOWLEDGEMENT (applicable to all transactions):**

In connection with the closing of the subject transaction, the parties hereby state that it is understood that the Title Company is acting solely as settlement agent and/or Title Company, and that the Title Company is not in the position to provide and does not provide legal representation or legal advice to the parties or either of them, and the parties further state that they are aware that they have the ability to seek legal counsel to represent them in the transaction and provide legal interpretations for them, should they so choose.

☒ **ERRORS AND OMISSIONS (applicable to all transactions):**

In connection with the closing of the subject transaction, it is hereby agreed and understood between the parties that if any errors have been made in the computation of the settlement statement, whether in mathematics or by reason of omission, said errors will be corrected and adjusted by Seller and Buyer as soon as they are discovered. In the event a dispute arises between the parties as to any such errors or omissions, the undersigned agree to hold the Title Company harmless from any court costs and attorney's fees which might result from such dispute.

☒ **TAX PRORATION CERTIFICATION (not applicable to new construction or refinances):**

We agree that the proration of taxes for the closing on the above property are based on the tax figures for the last available year as of the date of closing. Any discrepancies in the tax figures when the correct amounts can be ascertained are to be adjusted between the Seller and Buyer and said Seller and Buyer agree to hold the Title Company harmless for any adjustment necessary in the tax amounts.

**Seller(s):**

By: Stephen B. Shaw

Date: \_\_\_\_\_

**Buyer(s):**

City of Gladstone, Missouri, a municipal corporation

By: Kirk Davis, City Manager

Date: 7/14/14

## F.I.R.P.T.A. WAIVER OF SETTLEMENT AGENT RESPONSIBILITY

Date: July 14, 2014  
Settlement Agent: Thomson-Affinity Title, LLC  
Seller(s): Stephen B. Shaw  
Purchaser(s): City of Gladstone, Missouri, a municipal corporation  
Property: 6889 N Oak Trfy, Gladstone, MO

To: Escrow Holder

Escrow Holder is released from and shall have no liability, obligation or responsibility with respect to, (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code 1986 as amended, (b) advising the parties as to the requirements of such Section or (c) determining whether the transferor is a foreign person under such Section, acting as the Qualified Substitute or otherwise making any inquiry concerning compliance with such Section for any party to the transaction.

Purchaser(s):

City of Gladstone, Missouri, a municipal corporation

By:  Kirk Davis, City Manager

Date: 7/14/14