

RESOLUTION NO. R-14-85

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF GLADSTONE, MISSOURI, AND NORTHPOINT DEVELOPMENT, LLC, A MISSOURI LIMITED LIABILITY COMPANY, TO PROVIDE BROKER SERVICES FOR THE LEASING OF PROPERTY GENERALLY LOCATED AT THE HEIGHTS AT LINDEN SQUARE, NORTH LOCUST STREET AND NORTHEAST 70TH STREET, GLADSTONE MISSOURI.

WHEREAS, the Council of the City of Gladstone, Missouri, has leased 10,000 square feet of commercial space at The Heights at Linden Square; and

WHEREAS, the space will be made available for lease to commercial operations that benefit the community and Downtown Gladstone; and

WHEREAS, the Council wishes to lease the property to qualified commercial entities; and

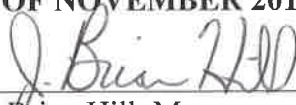
WHEREAS, The City accepted proposals for broker services, and NorthPoint Development, LLC, meets the qualifications required to represent the City in our broker needs; and

WHEREAS, NorthPoint Development LLC will provide broker services through at least June 1, 2015 representing the City's interest in leasing the commercial space.

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

THAT, City Manager Kirk L. Davis is hereby authorized to negotiate and execute an agreement with NorthPoint Development LLC to provide broker services for the leasing of commercial space at The Heights at Linden Square.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 24TH DAY OF NOVEMBER 2014.



J. Brian Hill, Mayor

ATTEST:



Ruth E. Bocchino, City Clerk



P.O. Box 10719
GLADSTONE, MISSOURI 64188-0769

7010 North Holmes
GLADSTONE, MISSOURI 64118-2646

816-436-2200
816-436-2228 FAX

MEMORANDUM

TO: Kirk L. Davis, City Manager

FROM: Melinda Mehaffy, Economic Development Administrator

DATE: November 24, 2014

SUBJECT: Leasing Agent, The Heights Commercial Space

The City is committed to assisting in the leasing of the 10,000 square feet of commercial space. The executed developer's agreement requires the leasing of the commercial property by the City with subleasing rights.

In August 2013 the City published a Request For Qualifications for a commercial leasing broker for The Heights at Linden Square. It was and continues to be the city's objective to identify development opportunities, encourage the development of new commercial space and expand the variety of goods and services offered in the area. The RFQ was seeking a partner to assist the City in meeting these criteria as they relate to The Heights.

Zimmer Real Estate, now known as Newmark Grubb Zimmer, has represented the City's interest in the leasing of The Heights Commercial Space since March 10, 2014. They were notified on October 24 of the City's intent to find new leasing representation for the 10,000 square feet of commercial space.

Staff interviewed three real estate brokers representing three different local offices and received a proposal from one additional brokerage. Staff is recommending a contract to represent the City be signed with NorthPoint Development, LLC.

NorthPoint Development is a Kansas City based real estate development, management and leasing firm located in Riverside, Missouri. They were founded in 2011 and offer a full service brokerage office. Supervising Broker Brian Votava, CCIM and Leasing Associate Macy Ritter will be representing the property in our leasing efforts. Discussion around the marketing efforts include cold calling on businesses, utilizing their existing relationships with the retail and service industries and creating an internet presence.

In 2013, NorthPoint represented over 110,000 square feet of leasing activity with more than \$16M in transaction volume. More than 70% of their transactions were direct deals working with unrepresented tenants. NorthPoint has represented The Village at Burlington Creek since December 2011. In less than 18 months they were able to increase occupancy of the site from 39% to 98% at rates in-line with competing class "A" properties.

Staff is recommending a 180-day contract with NorthPoint Development, LLC to represent the City's interest in the leasing of the commercial space at The Heights at Linden Square. Staff will be present to answer any questions Council may have on Monday evening.

R-14-85



COMMERCIAL EXCLUSIVE RIGHT TO REPRESENT SELLER/LANDLORD AGREEMENT

1 DATE of this Contract: December 3rd, 2014
2 The undersigned SELLER/LANDLORD and BROKER hereby agree that the property described below (the "Property") is listed for
3 sale/lease by SELLER/LANDLORD with BROKER, and that BROKER shall have the sole and exclusive right to sell/lease the
4 Property for a period beginning with the date of this Contract and ending on December 2nd, 2015
5

6 **1. THE PROPERTY.**

- 7 a. Legal Description: Parcel Number 13614002100100
8 or, as described on the attached Exhibit A.
9 b. Property Address, City, County, State, Zip: 601 NE 70th Street, Gladstone, MO 64118
10 c. Property Description: 10,000 SF of retail space on the North West corner of NE 70th Street and N Locust St.

11 **2. TERMS AND CONDITIONS OF SALE/LEASE.**

- 12 a. Sale Price: \$ N/A
13 b. **Rental Rate: \$ 19.00 Per SF on NNN basis or \$20.30 Per SF on a Modified Gross basis. NNN basis shall be defined**
14 **as Base Rent which is exclusive of CAMS, utilities, janitorial, etc. Modified Gross basis shall be defined as Base Rent**
15 **which is inclusive of CAMS.**
16 (Full Service, Gross, Net, Other NNN)
17 c. **Terms and other conditions: CAMS are currently estimated at \$1.30/sf with capped 2% annual increases.**

18 **3. COMPENSATION TO BROKER.**

19 SELLER/LANDLORD agrees to pay BROKER a commission of:
20 ~~a. If a sale: N/A percent (— %) of the final sale price of the Property (the "Commission"). Closing agents hereby have the~~
21 ~~authority to pay such commission in the form of cash, a cashier's check or other forms acceptable to Broker at the Closing of~~
22 ~~the sale.~~

23
24 SELLER further agrees to pay BROKER the above described commission if the Property is sold by SELLER or any other party
25 during the term of this Contract, or within one hundred eighty (180) days after the expiration date of this Contract to any party
26 to whom the Property was submitted and whose name was disclosed to SELLER by BROKER, in writing, within ten (10) days
27 after the expiration of this Contract. SELLER further agrees to exclude such buyers from any subsequent "Right To Sell/Lease
28 Agreements" with any other broker for a period of one hundred eighty days from the date of the expiration of this Contract.
29

- 30 **b. If a lease: Six percent (6%) of the total value of the lease (the "Commission") upon execution of the Lease.**

31
32 LANDLORD further agrees to pay BROKER the above described commission if the Property is leased by LANDLORD or any
33 other party during the term of this Contract, or if the Property is leased within 180 days after the expiration of this Contract to
34 any party to whom the Property was submitted and whose name was disclosed to LANDLORD by BROKER, in writing, within
35 twenty (20) days after the expiration of this Contract, or if the Property is transferred by reason of condemnation or threat
36 thereof during the term of this Contract. In the event the Property is sold during the term of any lease for which commissions
37 are payable hereunder, LANDLORD agrees that the terms of such sale shall include the assumption by the purchaser of
38 LANDLORD'S obligation to pay commissions hereunder. LANDLORD further agrees to exclude such tenants from any
39 subsequent "Right To Sell /Lease Agreements" with any other broker for a period of one hundred eighty (180) days from the
40 date of the expiration of this Contract.
41

42 within one year after the term of the contract
43 Commission shall also be paid by LANDLORD to BROKER on all amounts paid to LANDLORD under any extensions and/or
44 renewals of the lease term and for enlargement or substitution of the leased premises, when such occurs. If the Property is
45 sold to tenant or related party during the tenant's occupancy or within one hundred eighty (180) days after termination,
46 LANDLORD shall pay to BROKER an additional commission of Six percent (6%) of the sale price, but will credit against such
47 additional commission the amount of lease commissions previously paid, but unamortized, to BROKER by LANDLORD.
48 LANDLORD'S obligation to pay the above described commission shall survive the expiration of this Contract. In the event a
49 deposit is made on a sale or lease contract and is then forfeited, one-half of the deposit shall be paid to BROKER, but said
payment shall not be in excess of the fee to which BROKER otherwise would have been entitled to receive.

During the term of this contract,

4. SELLER/LANDLORD'S OBLIGATIONS. SELLER/LANDLORD agrees to refer all inquiries and prospects SELLER/LANDLORD may receive, directly or indirectly, to BROKER, and SELLER/LANDLORD hereby gives permission to BROKER to enter the Property at reasonable times to show it to prospects.

5. BROKER AGREES TO:

(a) Perform the terms of this Contract, exercise reasonable skill and care for SELLER/LANDLORD, and promote the interests of SELLER/LANDLORD with the utmost good faith, loyalty and fidelity **unless** acting as a transaction broker, or as a disclosed dual agent (*Missouri only*).

(b) Seek a price and terms acceptable to SELLER/LANDLORD.

(c) Present all written offers, counteroffers, and back-up offers in a timely manner. BROKER shall not be obligated to continue to market the Property or present subsequent offers after an offer has been accepted by SELLER/LANDLORD unless the sales Contract permits SELLER/LANDLORD to continue to market the Property and consider other offers until Closing. **Notwithstanding the above, if the Property is in Missouri, all written offers MUST be presented regardless of whether the Property is subject to a sales contract or not.**

(d) Disclose to SELLER/LANDLORD all adverse material facts actually known (or should have known, in Missouri) by Broker about Buyer.

(e) Disclose to SELLER/LANDLORD any facts known by BROKER which are omitted from or contradict any information included in a written report prepared by a qualified third party.

(f) Comply with all applicable federal, state, and local laws, rules and regulations, and ordinances, including fair housing and civil rights statutes and rules and regulations.

(g) Keep all information about SELLER/LANDLORD confidential unless: disclosure is authorized under this Contract; disclosure is required by statute, rule or regulation; failure to disclose would constitute a fraudulent misrepresentation; or disclosure is necessary under Missouri law to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee.

(h) Disclose to any Buyer all adverse material facts actually known (or should have known, in Missouri) by BROKER including but not limited to environmental hazards affecting the Property, material defects in the physical condition of the Property or title thereto, and any material limitation on SELLER'S/LANDLORD'S ability to perform under the terms of a sales Contract.

(i) Assist with the Closing of the sale of the Property.

(j) Account in a timely manner for all money and property received.

6. BROKER'S RIGHT TO PLACE SIGNAGE. SELLER/LANDLORD agrees that BROKER may, during the term of this Contract, place a "For Sale" or "For Lease" sign on the Property through the closing of the sale or commencement of the lease.

Subject to owners approval.

7. LEGAL AND PROFESSIONAL ADVICE. BROKER suggests SELLER/LANDLORD seek legal, tax, and other professional advice relative to any real estate transaction. BROKER makes no representation or warranty respecting the advisability of any transaction. BROKER is not an expert in matters relating to law, tax, financing, surveying, structural or mechanical condition, hazardous material, engineering, or other specialized topics. SELLER/LANDLORD is encouraged to seek expert help in such areas. BROKER will cooperate with experts engaged by SELLER/LANDLORD, but BROKER shall have no liability to SELLER pertaining to such matters.

8. BROKERAGE RELATIONSHIP DISCLOSURE. SELLER/LANDLORD understands and agrees that BROKER can show the Property and obtain offers from all prospective Buyers, including Buyers with whom BROKER has a brokerage relationship. BROKER shall notify SELLER/LANDLORD and Buyer of BROKER'S intention to represent both of them (Disclosed Dual Agency is available only in Missouri), to represent neither but to assist both the Buyer and SELLER/LANDLORD (Transaction Brokerage is available in both Kansas and Missouri), or designate an agent for the Buyer and another to represent SELLER/LANDLORD (Designated Agency is available in both Kansas and Missouri). SELLER/LANDLORD also understands and agrees that as part of the marketing of the Property, BROKER will be showing Buyers properties other than the Property and providing Buyers with information on selling prices in the area. SELLER/LANDLORD understands that BROKER may show alternative properties not owned by SELLER/LANDLORD to prospects and may list competing properties for sale without breaching any duty or obligation to SELLER.

- **Transaction Broker.** (Kansas and Missouri). SELLER/LANDLORD acknowledges that BROKER may have Buyer clients who have retained BROKER to represent them in the acquisition of property. If one of these clients becomes interested in making an offer on the Property, BROKER would be in the position of representing the Buyer and SELLER/LANDLORD in the same transaction. Unless designated agents have been appointed as provided below, this representation would constitute a dual agency (Missouri only). With the informed consent of both SELLER/LANDLORD and the Buyer, BROKER may act as a Transaction Broker. As a Transaction Broker, BROKER would assist the parties with the real estate transaction without being an agent or advocate for the interests of either party. A Transaction Broker has the duty to perform the terms of any written or oral agreement made with any party to the transaction; to exercise reasonable skill, care and diligence as a Transaction Broker, including but not limited to: presenting all offers and counteroffers in a timely manner regardless of whether the Property is subject to a Contract for sale or lease or a letter of intent; keeping the parties fully informed regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the Transaction Broker knows but the specifics of which are beyond the expertise of such broker; accounting in a timely manner for all money and property received; disclosing to each party to the transaction any adverse material facts of which the Transaction Broker has actual notice or knowledge; and assisting the parties in complying with the terms and conditions of any Contract. The parties to a transaction brokerage transaction shall not be liable for any acts of the Transaction Broker. The following information shall not be disclosed by a Transaction Broker

without the informed consent of the party or parties disclosing such information to the BROKER: that a Buyer is willing to pay more than the Purchase Price offered for the Property; that a SELLER/LANDLORD is willing to accept less than the asking price for the Property; what the motivating factors are for any party buying, selling or leasing the property; that the SELLER/LANDLORD or a Buyer will agree to financing terms other than those offered; any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing. (A separate Transaction Broker Amendment must be signed by all parties when this arrangement is used.)

- **Sub-Agency.** A sub-agent is the agent of an agent. A sub-agent owes the same obligations and responsibilities as the agent.
- **Disclosed Dual Agency. (Missouri only).** BROKER may have Buyer clients who have retained BROKER to represent them in connection with the acquisition of property. If a Buyer represented by BROKER becomes interested in making an offer on the Property, BROKER is in the position of representing both SELLER/LANDLORD and the Buyer in that transaction. This representation, known as dual agency, can create inherent conflicts of interest. The same is true if the listing agent is also the selling agent. A Dual Agent shall be a limited agent for both the SELLER/LANDLORD and a Buyer and shall have the duties of a SELLER'S or a Buyer's agent except that a Dual Agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information that has not been made public or becomes public by the words or conduct of the client to whom the information pertains or by a source other than the licensee. A Dual Agent may not disclose, without the consent of the client to whom the information pertains: that a Buyer is willing to pay more than the Purchase Price offered for the property; that SELLER/LANDLORD is willing to accept less than the asking price for the property; what the motivating factors are for any client, buying or selling the Property; that a client will agree to financing terms other than those offered and/or the terms of any prior offers or counter offers made by any party. A dual Agent shall not disclose to other client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliate licensee against an action of wrongful conduct in any administrative or judicial procedure or before a professional committee. A separate Disclosed Dual Agency Amendment must be signed by the SELLER/LANDLORD and the Buyer when this form of agency is used.
- **Designated Agency. (Kansas and Missouri).** A Designated Agent is a licensee affiliated with BROKER who has been designated by BROKER, or BROKER'S authorized representative, to act as the agent of a Buyer represented by BROKER or a seller represented by BROKER to the exclusion of all other affiliated licensees of BROKER. The use of a Designated Agent is an alternative to a Disclosed Dual Agency in Missouri or a Transaction Broker in Kansas or Missouri. A Designated Seller's Agent will perform all of the duties of a Seller's Agent.

If a Designated Agent is appointed to represent SELLER/LANDLORD, SELLER/LANDLORD understands and agrees that:

- (1) The Designated Agent will perform all of the duties of a SELLER'S/LANDLORD'S Agent and will be SELLER'S/LANDLORD'S legal agent to the exclusion of all other licensees affiliated with BROKER.
- (2) Another licensee with the BROKER may act as a Designated Agent for a Buyer in the sale of the Property.
- (3) The supervising broker (or branch broker, if applicable) will act as a Transaction Broker and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party which might place the other party at an advantage. The supervising broker (or branch broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction Broker.
- (4) If the Designated Agent for SELLER/LANDLORD is also the Designated Agent of a Buyer who is interested in purchasing the Property, the Designated Agent cannot represent both SELLER/LANDLORD and Buyer. With the informed consent of both the SELLER/LANDLORD and Buyer, the Designated Agent may act as a Transaction Broker and assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.
- (5) If a Buyer who is represented by a Designated Agent of BROKER wants to see a property which was personally listed by the supervising broker, the supervising broker, with the written consent of SELLER/LANDLORD, may specifically designate an affiliated licensee who will act as the Designated Agent for SELLER/LANDLORD.

Appointment of Designated Agent: BROKER or BROKER'S authorized representative hereby designates _____ to act as a Designated Agent on SELLER'S/LANDLORD'S behalf. (BROKER'S signature required in Missouri)

SELLER/LANDLORD consents to the above-named Designated Agent acting as SELLER'S/LANDLORD'S Designated Agent or as a Transaction Broker or Disclosed Dual Agent (Missouri Only) if such Designated Agent is also the Designated Agent for the Buyer, subject to both SELLER/LANDLORD and Buyer signing a Transaction Broker Amendment or Disclosed Dual Agency Amendment (Available in Missouri Only) with BROKER, which must be signed by SELLER/LANDLORD prior to signing the Contract and a Buyer prior to writing an offer to purchase the Property.

9. BROKERAGE RELATIONSHIPS CONFIRMATION: *Unless otherwise provided herein, the SELLER/LANDLORD authorizes the designated broker to cooperate with and compensate other designated brokers*

- ☒ Yes ☐ No SELLER/LANDLORD consents to Seller Agency.
- ☒ Yes ☐ No SELLER/LANDLORD consents to a Transaction Broker and agrees, if applicable, to sign a Transaction Broker Addendum.
- ☒ Yes ☐ No SELLER/LANDLORD consents to a Designated Agency relationship. (In Kansas, Supervising Broker acts as a Transaction Broker)
- ☒ Yes ☐ No SELLER/LANDLORD consents to the appointment of a Designated Agent for a Buyer in sale of the SELLER'S/LANDLORD'S Property. (In Kansas, Supervising Broker acts as a Transaction Broker)

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☐ Yes ☒ No SELLER/LANDLORD consents to a Dual Agent and agrees, if applicable, to sign a Disclosed Dual Agency Agreement. (Missouri Only)
☒ Yes ☐ No SELLER/LANDLORD consents to Sub agency.

10. SELLER/LANDLORD hereby states and affirms that, SELLER/LANDLORD has good and marketable title to the Property, and to the best of SELLER'S/LANDLORD'S actual knowledge, and except as otherwise specified below that SELLER/LANDLORD has good and marketable title to the Property; there are no material, physical, structural, or mechanical defects in the Property; and there are no hazardous substances, pollutants, or contaminants on the Property, the presence or disposal of which is subject to federal, state or local environmental regulation, nor is there any equipment, storage tank, container, or structural element on the Property that contains or utilizes, and has released or could release, any such hazardous substance, pollutant or contaminant into the environment or the interior of any building on the Property.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO EXECUTE THIS CONTRACT.

BROKER: NorthPoint Development, LLC.

By: Brian Votava 12/3/14
Date

Name & Title: Brian Votava, Broker

By: Macy Ritter 12/3/14
Date

Name & Title: Macy Ritter- Salesperson

SELLER/LANDLORD: The City of Gladstone

By: Kirk Davis 12-3-14
Date

Name & Title: Kirk Davis, City Manager

By: Ruth Bocchino 12/3/14
Date

Name & Title: Ruth Bocchino - City Clerk

Address: 5015 NW Canal Street

Street		
Riverside,	MO	64150
City	State	Zip
Telephone #: 816-888-7380		
TAX ID # 215-4405321		

Address: 7010 N. Holmes

Street		
Gladstone,	MO	64118
City	State	Zip
Telephone #: 818-436-2200		
TAX ID #		

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FOR INFORMATION ONLY—NOT PARTIES TO THE CONTRACT

Listing Broker: Brian Votava

Listing Agent: Macy Ritter

Selling Broker:

Selling Agent:

Escrow Agent:

Closing Agent:

Telephone #: 816-830-4476

Telephone #: 816-548-6833

Telephone #:

Telephone #:

Telephone #:

Telephone #:

201

NorthPoint

STRATEGIC SERVICES



beyond the contract



NorthPoint™
DEVELOPMENT

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GUIDING PRINCIPLES

Doing Right for our Customers

We will operate with a primary focus of taking care of our customers by creating value and a wonderful experience for them through our real estate projects; whether that be in their home or their place of business. We will always operate by the Golden Rule – simply treat others as we would want to be treated ourselves

Doing Right for our Employees

We will build a culture that supports each other and celebrates the success that each of us accomplish individually and the success we accomplish as a team. We will stretch our employees to grow in their knowledge and their abilities. We are committed to sharing generously in the wealth that we create as an organization with our employees; our employees will be the owners of the company

Doing Right for our Investors

We will always maintain financial discipline in each project. We are committed to having little to no debt as an organization and having very responsible levels of debt in each of our projects. We will invest for the long term and take care of all of our financial partners. We are committed to operating honestly, ethically and openly with those who have entrusted their money with us. We will always meet all of our obligations even when it is difficult or when a project may not turn out as hoped.

Doing Right for our Communities

We will help support our employee's charitable endeavors by matching 100% of the charitable donations that all of our employees make. This allows the charity of our organization to reflect the values of each of our employees. We will make the goal of helping people who are less fortunate to be a part of the fabric of our company. It will be an active goal of our company to seek out and help others. We want to look back over our careers and be proud of the good that we have done

Our Team

Nathaniel Hagedorn
CEO

Rob Alumbaugh
Partner

Chad Meyer
President / COO

Brent Miles
VP of Economic Development

Patrick Robinson
VP of Development

Bob Gude
VP of Construction

Mark Pomeroy
VP of Operations

John Thomas
VP of Development

Brad Haymond
Project Manager

R.J. Agee
Project Manager

Brett Grady, CFA, CPA
CPA / CFO

Brian Votava
Supervising Broker

Macy Ritter
Leasing Associate

Rodney Pullen
Property Manager

Thom Korn
Property Manager

Rex Husted
Property Manager

Kelly Clark
Multi-family Asset Manager

Tammy Tappana
Accounting Manager

Mike Armon
Property Accountant

Davey Krause
Property Accountant

Jennifer Edwards
Accounting Associate

Renee Knopf
Executive Assistant

Ann Erdmann
Administrative Assistant

Marissa Plett
Creative Director

Chris Reeves
Administrative / Marketing Assistant

Jacey Gorman
Receptionist / Accounting Clerk



NorthPoint™
DEVELOPMENT

STRATEGIC SERVICES

NorthPoint Development is a dominant player in the commercial real estate market. We create value for our clients through innovative processes, a powerful team and hard work. The experience and depth of our organization make us uniquely qualified to manage your portfolio. We view real estate from an owner's perspective, and we know the complexities of handling commercial properties. Our team brings a wealth of experience to each of the key areas listed below. Our fee structure is unique, and it keeps our interests aligned with our client's interests. We get paid only as we add value.

Taxes

As property owners ourselves, we understand the need for fair tax treatment. Our positive relationships with local and state tax representatives help us leverage the most fair and favorable treatment for our clients.

Capital Structure

NorthPoint has a strong network of relationships and resources which provide unparalleled access to capital including traditional debt financing, institutional funding and private equity.

Property Management

With a state-of-the-art management reporting system, our tenants are able to interact with the property management team online and receive real-time maintenance request updates.

Incentives

With an immense amount of incentive tools available, we can leverage access to all local, city, state and federal incentives to help make deals happen for our clients.

Leasing

Our leasing team goes "Beyond the Contract" by taking a proactive approach to leasing our properties. We make the cold calls and build relationships with our Tenants in order to decrease turnover for all of our Landlords. We pound the pavement to find new tenants.

Development & Construction Management

Our team provides full-service development solutions that fix broken developments, move a "stuck deal" forward, and provide answers to our clients before questions arise.

Capital Improvements

Targeted and strategic capital improvements will attract and retain tenants. We provide design, management, and construction services to create measurable ROI on the suggested improvements.

Accounting

One REIT recently told us that we "have the best Internal accounting in the industry." That's a big compliment from a firm with over \$5.7B in assets. Expect monthly reporting customized to your preferences.

Tenant Improvements

Our team works with each Tenant to handle improvements from start to finish. This includes space planning and architectural construction, for new and existing tenants.

Strategy

Our team of senior managers will work on your properties, always thinking from the point of view of a property owner. Each decision will be customized to your portfolio and to your goals, nothing will be one size fits all.



www.BeyondTheContract.com

P (816) 888-7380 | F (816) 888-7399



NorthPoint
DEVELOPMENT

LEASING & MARKETING

Supervising Broker: Brian Votava, CCIM

Brian began his career as Project Manager with Briarcliff Development Company and also served as Marketing Manager for Briarcliff Village. After transitioning into Office Leasing in 2008, Brian grew Briarcliff Realty's services to include third party leasing and the team consistently leased over 100,000 SF of office space annually, promoting the most active development in the Northland. In 2012 Brian partnered with the NorthPoint team as their Supervising Broker and leads their commercial brokerage efforts.

Leasing Associate: Macy Rittter

Macy began her sales career with Toshiba Business Solutions as an Account Manager and Solutions Specialist. The structured sales training with Toshiba provided her with the experience to continually seek out new opportunities. In 2012, Macy took a chance on NorthPoint to work side-by-side with Brian as a Leasing Associate and she continues to build her own portfolio of business today.

The Team

Our services stretch beyond those of typical commercial office or retail brokers. Our development experience has allowed us to create relationships with the industry professionals you rely on to satisfy our clients' real estate needs. Whether it is phone vendors, tenant improvement contractors or furniture vendors, our decade strong relationships let us leverage the market to provide the best value to our clients. Our team provides sales and leasing services to businesses hoping to locate to a new commercial facility or to help renegotiate or renew an existing lease. We also offer leasing services for property owners looking to fill their space or to market or sell their property.

**NORTHPOINT
STRATEGIC
SERVICES**

LEASING

2013 Statistics

- Over 110,000 SF of Leasing activity
- Over \$16M in transaction volume
- 37 transactions; 18 retail and 19 office including 29,000 SF ATF lease at the Briarcliff Hilltop
- Over 70% of all transactions were direct deals unrepresented Tenants





Case Study - The Village at Burlington Creek



Type:	Office / Retail	Dec. 2011 Value:	\$16,700,000
Size:	171,247 SF	June 2013 Value:	\$27,500,000
Location:	Kansas City, Missouri (Northland)	Value Created:	\$10,800,000
Study Period:	December 2011 - June 2013 (19 months)		

Business Situation:

The Village at Burlington Creek (previously named Tullenas Plaza) came on-line in early 2006 positioned as high-quality boutique retail. Coming into the recession, the product was forced to be priced 50% above market due to high construction costs. As a result, the entire project received a poor market response. After filing bankruptcy, the project became bank-owned in 2010 and remained a poorly performing asset.

Solution:

After being acquired by new ownership in December 2011, the NorthPoint team worked hard to add value in all areas of the project. In less than 18 months, occupancy rose from 39% to 98% at rates in line with competing class "A" properties. NorthPoint re-negotiated in-place leases to prevent any further tenant turnover within the project. The increased occupancy led to increased customer traffic project-wide and enhanced center sales. NorthPoint successfully negotiated lower real estate taxes to reflect a more accurate market valuation, saving money for its clients & investor/owners. A property manager was dedicated to direct miscellaneous capital infusions and worked hard to re-position the class "A" property as a service-based community amenity.

By going "beyond the contract" and taking a true owner's approach to the problem, NorthPoint was able to take a cash-draining asset and nearly doubled its value.

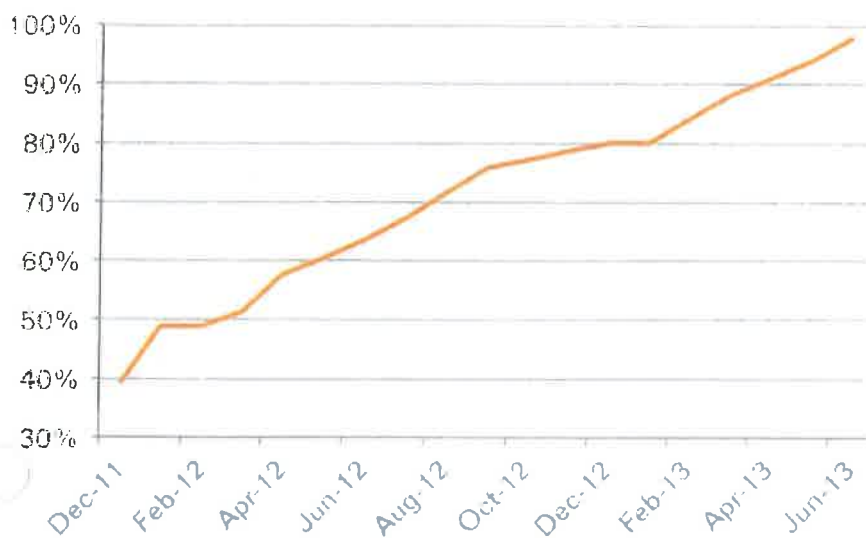
Added Value:

- Increased occupancy from 39% to 98% in less than 18 months
- Re-branded the project to improve the previous perception of the center
- Dedicated property manager
- Negotiated lower real estate taxes, ultimately saving money for our owners, investors and tenants
- Utilized our in-house accounting team to improve record-keeping, CAM reconciliation and reporting
- Set a strategy for an appropriate Tenant Mix in the center
- Used our skilled development and construction management team to provide a true Class "A" property



Case Study - The Village at Burlington Creek

Burlington Creek Occupancy Rate



Case Study - Embassy Park Professional Building



Type: Office / Medical
Size: 19,000 SF
Location: Kansas City, Missouri (Northland)
Study Period: January 2013 - July 2014

Jan. 2013 Value: \$1,300,000
Jul. 2014 Value: \$1,819,585
Value Created: \$519,585

Business Situation:

The Embassy Park Professional building first came available in the late 90's as a professional office-medical building in the Kansas City Northland. Occupancy levels were high at that time due to a long term first floor tenant and a handful of other committed tenants on the second floor. As leases started to expire in 2010, vacancy rates for the building began to rise. The biggest hit came in December 2010 when a tenant occupying 76% of the building made the decision to move their headquarters to a different location. By August 2012, the outdated building was merely 13% occupied with the expectation of being completely vacant by the first quarter of 2013.

Solution:

After being acquired by new ownership in late 2012, the NorthPoint team worked hard to reposition the building as the Class "A" space that it once was. By literally starting from the ground up with 0% occupancy in Q1 2013, NorthPoint began adding value to the building by bringing the outdated interior corridor finishes up to a true Class "A" look and feel. These upgrades included, reconstructing an open and inviting new building entrance and stairwell, laying a marble tiled entryway, adding modern light fixtures, revamping common area restrooms and providing new paint and carpet throughout the corridors. These small changes made a big impact on first impressions for prospective tenants.

In less than 18 months, occupancy rose from 0% to an incredible 83% at rates in line or above competing office and medical properties in the area. NorthPoint appointed a full time property manager to the building to handle tenant improvements from start to finish and make each tenants transition as seamless as possible.

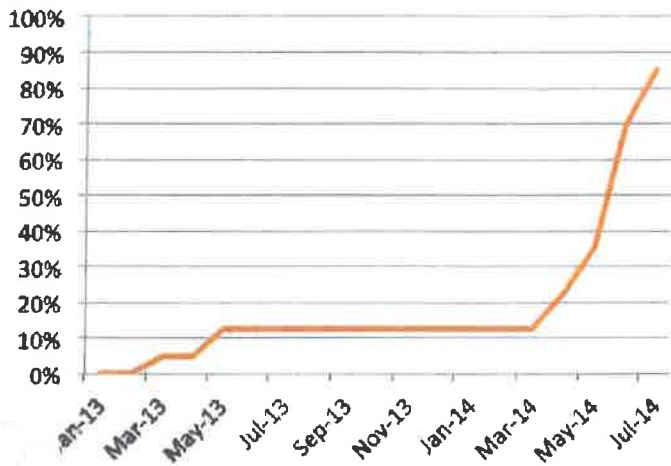
By both going "beyond the contract" and taking a true owner's approach to the problem, NorthPoint was able to take a cash draining asset and bring it back to life.

Added Value:

- Increased occupancy from 0% to 83% in less than 18 months at market rental rates
- Invested money into the project in order to command higher rental rates
- Hired a full time property manager
- Utilized our in house accounting team to track the buildings performance
- Set a strategy for an appropriate "Tenant Mix" in the building

Case Study - Embassy Park Professional Building

Embassy Park Professional Building Occupancy



BEFORE REMODEL



AFTER REMODEL



BEFORE REMODEL



BEFORE REMODEL



BEFORE REMODEL



REMODEL



AFTER REMODEL



AFTER REMODEL