

RESOLUTION NO. R-16-08

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SPECIAL WARRANTY DEED CONVEYING PROPERTY TO THE
BUILDERS DEVELOPMENT CORPORATION.**

WHEREAS, on December 2, 2015, the City of Gladstone purchased real estate described as Bolling Heights LT 8 BLK 3, also known as 508 Northeast 67th Street, at the Clay County Tax Sale; and

WHEREAS, the Builders Development Corporation, a not-for-profit Community Development Corporation, desires to obtain legal title to the property for the purpose of single family residential redevelopment; and

WHEREAS, the Builders Development Corporation has committed to the aforementioned by way of Memorandum of Agreement attached as Exhibit A; and

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

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

THAT, the City Manager is hereby authorized to enter into an agreement with and convey by Special Warranty Deed to the Builders Development Corporation the following described property:

ALL OF BOLLING HEIGHTS LT 8 BLK 3

**INTRODUCED, READ, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE
CITY OF GLADSTONE, MISSOURI, THIS 22ND DAY OF FEBRUARY 2016.**



Mayor Bill Garnos

ATTEST:



Ruth E. Bocchino, City Clerk




All-America City

Gladstone



2008

MEMORANDUM

To: City Council
Thru: Kirk L. Davis, City Manager
From: Alan D. Napoli, C.B.O.,
Building Official 
CC: Scott C. Wingerson, Assistant City Manager
Date: February 17, 2016
Re: 508 NE 67th Street Residential Development

In November I sent City Council a memorandum informing Council that the City had purchased the above referenced vacant property at Clay County tax sale for \$500.00. In January I met with the Builders Development Corporation (BDC) about the City deeding the property over to them for the purpose of constructing a single family residential house.

The BDC is proposing to build a single family residential house that would be a 3-bedroom, 2-bath, 2-car garage with basement. The house would be energy star compliant and would incorporate universal design. The BDC has committed to this by way of signing a Memorandum of Agreement, a copy is attached for your convenience.

A Resolution is on your agenda for the February 22, 2016 meeting to approve the City Manager to enter into an agreement with and convey by special warranty deed the above referenced property to the Builders Development Corporation.

Recorded in Clay County, Missouri



Recording Date/Time: 02/23/2016 at 11:13:23 AM

Instr #: 2016005376

Book: 7659 Page: 137

Type: WD

Pages: 2

Fee: \$27.00 S 20160004163



Katee Porter
Recorder of Deeds

MISSOURI SPECIAL WARRANTY DEED

THIS INDENTURE, made on the February 23, 2016, by and between the City of Gladstone, a Missouri Third Class City, party of the first part, and Builders Development Corporation an entity organized and existing under the laws of the State of Missouri, with its principle office located at 600 NE 103rd Street, Kansas, Missouri 64131, the party of the second part.

WITNESSETH, THAT THE PARTY OF THE FIRST PART, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the party of the second part (the receipt of which is hereby acknowledged) does by these presents, SELL and CONVEY unto the party of the second part, and it successor and assigns, the following described lots, tracts or parcels of land lying, being and situated in the County of Clay and State of Missouri, to wit:

ALL OF BOLLING HEIGHTS LT 8 BLK 3

SUBJECT TO: (a) easements, restrictions, reservations and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and (c) rights of the public in and to the parts thereof in streets, roads and alleys.

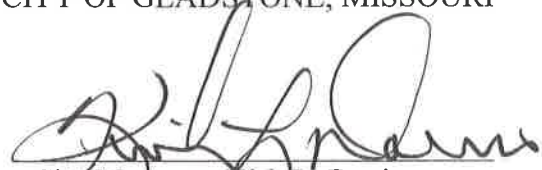
TO HAVE AND TO HOLD the described premises, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the said party of the second part and unto its successors and assigns forever; the party of the first part, hereby covenanting that:

1. The premises are free from any encumbrance done or suffered by it, except as herein provided; and
2. That it will warrant and defend the title to the premises unto the party of the second part and unto its successors and assigns forever, against the lawful claim and demands of all persons claiming unit it, except as herein provided.

RL. GLAD =


IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed the day and year above written.

CITY OF GLADSTONE, MISSOURI


City Manager, Kirk L. Davis

ATTEST:




City Clerk, Ruth Bocchino

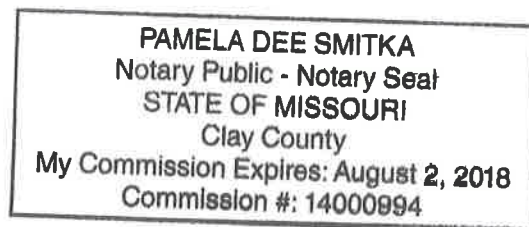
STATE OF MISSOURI)
) ss
COUNTY OF CLAY)

NOW on this 23 day of February 2016, before me a Notary Public in and for the County and State, appeared Kirk L. Davis, City Manager of the City of Gladstone, Missouri, and Ruth Bocchino, City Clerk of the City of Gladstone, Missouri, personally known to me to be the persons who executed the foregoing Special Warranty Deed by Resolution No. 16-?? Of the City Council of the City of Gladstone, Missouri, and who acknowledged to me that they executed the same as their free act and deed.

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


Notary Public, Pamela D. Smitka

My Commission Expires: August 2, 2018



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made between Builders Development Corporation ("BDC"), 600 E. 103rd Street, Kansas City, Missouri 64131 and City of Gladstone, Missouri, 7010 N. Holmes Street, Gladstone, Missouri 64118 (collectively, "Parties"). The Parties hereby bind themselves to undertake a Memorandum of Agreement ("Agreement") under the following terms and conditions.

TERM. The term of this Agreement shall be for one (1) year from date of City Council Approval.

GOALS AND OBJECTIVES. BDC and City of Gladstone shall abide by the terms of the Agreement to achieve the following deliverables.

CITY OF GLADSTONE will provide the following deliverables:

1. Deed by "Special Warranty Deed" the real estate described as Bolling Heights LT 8 BLK 3, also known as 508 NE 67th Street.

BDC will provide the following deliverables:

1. Construction a single family residential home on the property within the term of this Agreement incorporating the following:
 - a. Universal design concepts;
 - b. Three (3) bedrooms;
 - c. Two (2) bathrooms;
 - d. Two (2) car garage;
 - e. Finished area of at least 1,200 square feet with basement; and
 - f. Energy star compliant.

REMEDIES ON DEFAULT. If the BDC does not construct or fails to complete their deliverables within the term, the City of Gladstone may require BDC to re-convey the property to the City of Gladstone by "Special Warranty Deed" and BDC agrees to do so without any compensation from the City of Gladstone for any construction work that may have commenced by BDC or any of its contractors, sub-contractors, etc.

ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the Parties regarding the subject matter of this Agreement and there are no other promises or conditions in any other agreements between the Parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both Parties.

SEVERABILITY. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court find that any provisions of this Agreement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, that such provision shall be deemed to be written, construed and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHTS. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

SIGNATURES. This Agreement shall be signed on behalf of Builder Development Corporation by Michael Snodgrass, Executive Director, and on behalf of City of Gladstone by Kirk L. Davis, City Manager and effective as of the date last written below



Michael Snodgrass, Executive Director
On behalf of Builders Development Corporation

Date



Kirk L. Davis, City Manager
On behalf of City of Gladstone

2-23-16
Date