

## RESOLUTION NO. R 16-62

### **A RESOLUTION AUTHORIZING THE PURCHASE OF AND THE EXECUTION OF A REAL ESTATE CONTRACT TO PURCHASE PROPERTY LOCATED AT 6834 NORTH CAMPBELL STREET.**

**WHEREAS**, the City was presented with the opportunity to purchase a parcel of land located within the Downtown Master Plan at 6834 North Campbell Street; and

**WHEREAS**, the acquisition of real estate within the Downtown Village Center has been identified in the Comprehensive Plan and by the City Council as instrumental to the continued economic development of Gladstone; and

**WHEREAS**, the purchase of this parcel is consistent with City Council goals and could be a catalyst for greater private and public development within this vital economic center; and

**WHEREAS**, the City Council has determined that the purchase price is fair and reasonable and that the purchase of this real estate 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 Council of Gladstone hereby authorizes the purchase of and the execution of a Real Estate Contract for the purchase of the following described parcel of land:

*Beginning at the northeast corner of Lot 7, Block 33, Linden, a subdivision in Gladstone, Clay County, Missouri, according to the recorded plat thereof; thence easterly along a line which is the prolongation east of the north line of said Lot 7 to its intersection with a line which is the prolongation north of the east line of Lot 12, in Block 33, of said subdivision; thence south along a line which is the east line of said Lot 12, extended north to its intersection with the south line of said Lot 7, extended east; thence west to the southeast corner of said Lot 7; thence northwesterly along the easterly line of said Lot 7 to the point of beginning.*

**AND THAT**, the City Manager is hereby authorized to execute the Real Estate Contract and to comply with the terms of said Real Estate Contract to purchase the parcel and he is further authorized to take such measures in the City's best interest as are necessary to carry out the intent of this Resolution including any amendments to the contract or execution of any other such instruments as are necessary to close the purchase.

**INTRODUCED, READ, PASSED, SIGNED AND MADE EFFECTIVE BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 26<sup>TH</sup> DAY OF SEPTEMBER 2016.**

  
Jean B. Moore, Mayor

ATTEST:

  
Ruth 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:** Scott Wingerson, City Manager  
**FROM:** Melinda Mehaffy, Economic Development Administrator  
**DATE:** September 21, 2016  
**SUBJECT:** 6834 N Campbell

City staff was contacted over the summer by an heir of the property located at 6834 N. Campbell to inquire about the city's interest in purchasing the property. The property is a residential property located at the corner of 69<sup>th</sup> Street and Campbell, across the street from the Gladstone Community Center.

A review of the City's Master Plan for the new downtown and surrounding area shows the property as one of those identified in the master plan as a potential redevelopment property. The property is currently zoned R1 – Residential and has a home of approximately 884 square feet with a one-car garage.

The price of the property is fair and reasonable and was negotiated by staff after a full review of the master plan and the opportunities that such a purchase would provide.

On the City Council agenda is a resolution authorizing the purchase of the property at 6834 N. Campbell. Staff is available for any questions about the property or the potential purchase of the property.

## REAL ESTATE SALES CONTRACT

THIS REAL ESTATE SALES CONTRACT is made and entered into as of the 20 day of September, 2016, by and between, **SUSAN D. EVANS AND CARL F. EVANS, as husband and wife**, having a mailing address of: 8717 N. Robinhood Ave, KC MO 64154 and **TRACY WALTHER AND MICHAEL WALTHER, as husband and wife**, having a mailing address of: 3714 NE 46 ST KANSAS CITY MO 64117, tenants in common, (collectively "Sellers"), and **THE CITY OF GLADSTONE, MISSOURI**, a Missouri municipal corporation of the third class, having a mailing address of 7010 North Holmes Street, Gladstone, Missouri 64118, Attn: City Manager ("Buyer"). The term "Parties" is used herein to refer to the Sellers and Buyer collectively.

### RECITALS:

- A. Sellers are the owner of the fee simple title in equal shares as tenants in common to that certain property located in Clay County, Missouri, more particularly described in Exhibit A attached hereto and by this reference made a part hereof. For Purposes of this Contract, the term "**Property**" shall refer to all of such property described in Exhibit A.
- B. On or about June 26, 2002, a Beneficiary Deed was recorded in Book 3672 Page 813 in the Clay County, Missouri Recorder of Deeds office, in which Martha Sue Jonas granted to Susan D. Rose, now Susan D. Evans, and Tracy Walther all right title and interest in the Property and appurtenances thereon in equal shares as tenants in common upon the death of Marth Sue Jonas. A copy of that deed is attached hereto as Exhibit B.
- C. On or about May 22, 2016, Martha Sue Jonas died thus conveying all right title and interest in the Property and appurtenances thereon to Sellers. A copy of the Certificate of Death of Martha Sue Jonas is attached hereto as Exhibit C.
- D. The parties hereto desire to make and enter into this Contract.

### AGREEMENTS:

In consideration of the premises, the covenants, and agreements from now on set forth, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the respective parties hereto), it is agreed as follows:

1. **Sale and Purchase**. Sellers hereby sell to Buyer the Property, together with all easements, rights and appurtenances appertaining thereto and all improvements thereon owned by Sellers. The Property shall be deemed to include the following:

- (A) all right, title and interest of Sellers in and to adjoining streets, roads, alleys or passageways, and any portions thereof now or hereafter vacated;
- (B) all and singular the estates, rights, privileges, easements, rights-of-way, rights of ingress or egress and appurtenances belonging or in any way appertaining to the Property;
- (C) all limestone, rock, stone and minerals located upon or under the Property; and

- (D) any and all oil and gas located upon or under that part of the Property, together with all rights, interests, and leases relating thereto.

2. **Purchase Price.**

- (A) The purchase price ("Purchase Price") for the Property shall be Seventy-Three Thousand Dollars and no cents, (\$73,000), paid via check made out to see attached.
- (B) The Purchase Price shall be paid by the Buyer to the Sellers at Closing, which shall take place on the Closing Date.

3. **Warranty of Title.** Sellers warrants that it has good and marketable fee simple title to the Property and that at the time of Closing, Sellers will convey good and marketable fee simple title to Buyer by a general warranty deed (the "Deed"), free and clear of any liens and encumbrances except for those matters, if any, acceptable to Buyer in its sole discretion.

4. **Title Insurance.**

(A) **Policy.** Buyer may purchase at Buyer's expense an owner's title insurance policy issued to Buyer in the amount of the Purchase Price from a title insurance company designated by the Buyer ("Title Company"), insuring a merchantable fee simple title in the Buyer as of the date of recording of the deed, subject only to the Permitted Exceptions, set forth below.

(B) **Commitment.** Prior to the Closing Date, Buyer may obtain at Buyer's expense a title insurance commitment for the Property (the "Commitment") issued by the Title Company, together with copies of all recorded documents listed on the Commitment.

(C) **Objections.** Prior to the Closing Date but after Buyer's receipt of the Commitment and recorded documents listed thereon, Buyer shall deliver to Seller any written objections to any matters shown on the Commitment. Seller shall have ten (10) days following such notice to give to Buyer Seller's written notice with respect to each objectionable matter identified by Buyer either (1) that Seller will correct or remove such objectionable matter on or before the Closing Date (hereinafter defined), or (2) that Seller elects not to cause such matter to be corrected or removed. If pursuant to clause (2), Seller notifies Buyer that Seller has elected not to correct or remove any objectionable matter, then Buyer shall have ten (10) days, following Seller's notice, to give notice to Seller that Buyer intends (a) to waive its objection to such matter and to proceed with the purchase and take the Property subject to such matter, in which case such matter shall constitute a "Permitted Exception," or (b) to cancel this Contract. If on or before the Closing Date, Seller has not corrected or removed to Buyer's satisfaction all matters identified pursuant to clause (1), then Buyer may elect (i) to waive any such matter and to accept the Property subject to such matter without change in or to the terms hereof, in which case such matter shall constitute a Permitted Exception, or (ii) to cancel this Contract.

5. **Prorations.** Seller shall pay all general real estate taxes levied and assessed against the Property, and all installments of special assessments for the year prior to the calendar year of Closing. All such taxes and assessments becoming due and accruing during the calendar year of Closing shall be prorated between the parties on the basis of such calendar year, as of Closing. If the amount of any tax or assessment cannot be ascertained at Closing, pro-rata shall be computed on the amount of preceding year's tax or assessment.



6. **Right of Entry; Inspections.** Seller grants Buyer the right at Buyer's expense to inspect and investigate the Property and to conduct such tests and audits (including drilling) of the soil, environmental, archaeological, and such other conditions in, upon, or under all or any portion of the Property as Buyer in its sole discretion and expense deems necessary or appropriate for a period of thirty (30) days from the Effective Date of this Contract (the "**Inspection Period**"). For purposes of conducting such inspections, investigations and tests, Buyer and Buyer's agents and independent contractors may enter upon the Property at any time during the Inspection Period. If the Buyer causes any damage to the Property as a result of such inspections or investigations, and if for any reason (other than the default of the Seller) the Closing hereunder shall not occur, Buyer shall repair and/or replace any damage resulting to the Property as a result of Buyer's exercise of its rights under this Section, and shall restore the Property to its condition prior to such inspection or testing. If the results of any such testing, inspection, or investigation are unacceptable to Buyer, in Buyer's sole discretion, for any reason, Buyer shall have the right to terminate this Contract by written notice to Seller on or before the end of the Inspection Period, in which event the Parties shall be released from any and all further liability hereunder. In the event that Buyer does not elect to terminate this Contract on or before the end of the Inspection Period, Buyer shall be deemed to have waived its right to terminate based on the physical condition of the Property.

7. **Brokers.** Each party hereby represents and warrants to the other that the warranting party has not dealt with any broker or finder in connection with the sale or purchase of the Property. Any party to this Contract through whom any separate broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.

8. **Closing Date.** The Closing shall occur on or before 9/30, 2016, as such date may be extended (the "Closing Date"), unless otherwise agreed, in writing, by the Buyer and the Sellers.

9. **Closing.**

(A) **Place.** The place of Closing shall be at the offices of the Title company or such other place as Sellers and Buyer shall mutually agree in writing.

(B) **Delivery of Property and Documents.** The Property shall be delivered to Buyer at Closing in substantially the same condition as it was on the date Buyer executed this Contract. At the Closing, Sellers shall deliver to Buyer the Deed, properly executed and acknowledged by Sellers, conveying to Buyer the Property free and clear of all liens and encumbrances whatsoever except as herein provided, and a closing statement in form and content satisfactory to Buyer and Sellers, together with any other documents, instruments, records, correspondence, affidavits or agreements called for hereunder or reasonably required by Buyer or the Title Company and which have not been previously delivered.

(C) **Costs and Expenses.** All costs and expenses incurred by either party in performing its duties pursuant to this Contract shall, unless otherwise provided herein, be paid by the party incurring the expenses. However, any fees, including escrow, fees to be paid to a closing agent as closing fees, recording fees, and other fees directly associated with Closing, shall be borne by Buyer.

10. **Representations and Warranties of Sellers.** Sellers warrants, represents, and covenants with Buyer as follows:

(A) **Leases.** There are no leases affecting or pertaining to the Property.

(B) **Other Agreements.** There are no unrecorded contracts, agreements, or other documents or instruments affecting or pertaining to the Property or any portion thereof.

(C) **No Other Leases.** From and after the date of this Contract until the earlier of the Closing Date or the termination hereof, neither Sellers nor its agents or representatives will make or enter into any lease for the Property or any portion thereof or renew or extend any lease for the Property or any portion thereof, or make or enter into any other contract, mortgage, or other agreement affecting the Property, any part thereof or any interest therein.

(D) **Sellers to Take No Actions.** During the period from and after the date hereof and to and including the Closing Date, Sellers will take no action that might materially or adversely affect the condition or operation of the Property or any portion thereof, including, without limitation, any action which would result in any change to the current zoning classification of the Property or the imposition of any special assessment upon the Property.

(E) **No Condemnation.** To Sellers's knowledge no condemnation or similar proceeding affecting the Property or any portion thereof is pending in any court, and Sellers has not received any written notice that any such proceeding is contemplated.

(F) **No Notice.** Sellers has not received any written notice from any governmental authority of violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement affecting any portion of or interest in the Property, and, to Sellers's knowledge, the Property is in full compliance with all such requirements.

(G) **No Mechanics' Liens.** No work has been performed or is in progress by Sellers at, and no materials have been furnished to, the Property or any portion thereof, by or on behalf of Sellers which might give rise to mechanics', materialmen's, agricultural or other liens against the Property or any portion thereof.

(H) **No Other Sales Contracts.** There are no contracts or other obligations outstanding for the sale, exchange or transfer of the Property or any portion thereof.

(I) **No Proceedings.** There are no actions, suits, claims, proceedings or causes of action or legal, administrative, arbitration or other proceeding or governmental investigation, affecting the Property or Sellers, pending or threatened, at law or in equity, or before any federal, state, municipal or governmental department, commission, board, bureau, agency or instrumentality, which might materially adversely affect the condition of the Property, the operation thereof or its use for Buyer's intended purposes; nor does Sellers have any knowledge of any event or condition of any character pertaining to the operation of the Property that may materially adversely affect the Property, its operations or intended use thereof by the Buyer.

(J) **No Releases.** To the best of the knowledge of the Sellers, during the period of Sellers's ownership of the Property or any part thereof and prior thereto there has not been any "release" (as defined in 42 U.S.C. Section 9601(22)) or threat of a "release" of any "Hazardous Substances" (as hereinafter defined) upon the Property or any part thereof, any adjacent or nearby property, or in any water or groundwater thereon or thereunder; no part of the Property has been used as a site for handling, treatment, storage, refining or disposal of Hazardous Substances; no part of the Property has been a "facility" (as defined in 42 U.S.C. Section 9601(9)(b)); there have not been any underground storage tanks located in, on, under or

about any part of the Property; there have not been any polychlorinated biphenyls on or about the Property; there have not been any environmental investigations or audits of the Property; and there have not been any conditions on the Property constituting a violation of any federal, state, local or other law, statute, ordinance, rule, regulation or agreement pertaining to environmental protection, regulation, contamination or clean up, toxic waste, underground storage tanks, asbestos, or the handling, treatment, storage, use and disposal of any "hazardous substances" (as defined in 42 U.S.C. Section 9601(14), "chemicals" subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, natural gas liquids, liquefied natural gas or synthetic gas, any petroleum, petroleum-based products or crude oil or any fraction, any other hazardous or toxic substances, wastes or materials, pollutants, contaminants (collectively, "Hazardous Substances").

(K) **No Default.** Neither this Contract nor the transactions contemplated herein will result in a breach of, or constitute a default under, any indenture, bank loan, credit agreement or other agreement or instrument to which Sellers is a party or by which Sellers or its property may be bound or affected or constitute a violation of any statute, judgment or rule or regulation of any governmental body having jurisdiction over Sellers or its properties. No consent, approval or other authorization of any governmental body is required for the consummation by Sellers of the transactions contemplated by this Contract.

(L) **FIRPTA.** Sellers is not a foreign person selling property as described in the Foreign Investment in Real Property Tax Act ("FIRPTA") and agrees to deliver a certificate at Closing to that effect.

11. **Representations and Warranties of Buyer.** Buyer warrants, represents, and covenants with Sellers as of the date hereof:

(A) **Power and Authority.** Buyer has the governmental power to make and perform this Contract and the transactions contemplated herein. The making and performance by Buyer of this Contract and the transactions contemplated herein have been authorized by all necessary action of Buyer.

(B) **No Violation.** Neither this Contract nor the transactions contemplated herein will violate any provision of Buyer's ordinances.

(C) **No Default.** Neither this Contract nor the transactions contemplated herein will result in a breach of, or constitute a default under, any agreement or instrument to which Buyer is a party or by which Buyer or its property may be bound or affected.

12. **Notices.** All notices and other communications required hereunder shall be in writing and shall be considered as given when delivered personally by hand delivery or overnight courier, or three (3) days after deposited in the U.S. Mail, certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses stated on the first page of this Contract. Any party may, by notice as aforesaid, designate a different address for notices or other communications intended for it.

13. **Conditions to Performance.**

(A) **Buyer's Conditions.** Buyer shall be under no obligation to perform pursuant to this Contract on the Closing Date (or extended Closing Date) unless (1) the representations and warranties of Sellers in this Contract remain true on and as of the Closing Date with the same effect as though such representations and warranties had been made or given on or as of the Closing Date, (2) the Property is in the same condition on the Closing Date as existed on the date of this Contract and (3) Sellers shall have performed and complied with all of its obligations under this Contract, in form and substance satisfactory to Buyer. In the event that

any of such conditions has not been fulfilled on or prior to Closing, Buyer at its option may elect to terminate this Contract, or to waive any such condition and to proceed to close in accordance with the terms hereof, or to exercise any other right or remedy available to Buyer at law or in equity, including without limitation specific performance.

(B) **Sellers's Conditions.** Sellers shall be under no obligation to perform pursuant to this Contract on the Closing Date (or extended Closing Date) unless (1) the representations and warranties of Buyer in this Contract remain true on and as of the Closing Date with the same effect as though such representations and warranties had been made or given on or as of the Closing Date, and (2) Buyer shall have performed and complied with all of its obligations under this Contract, in form and substance satisfactory to Sellers. In the event that either of such conditions has not been fulfilled on or prior to Closing, Sellers at its option may elect to terminate this Contract, or Sellers may waive any such condition and to proceed to close in accordance with the terms hereof.

14. **Indemnification.** Sellers agrees to defend, indemnify, and hold Buyer harmless from and against any and all loss, liability, damage or expense (including attorneys' fees) resulting from any misrepresentation or breach of warranty, covenant, or agreement of Sellers herein set forth.

15. **Entire Agreement.** This Contract constitutes the sole and entire agreement between the parties respecting the transaction described herein and no modification hereof shall be binding unless executed in writing by each of the parties hereto.

16. **Successors.** Except as herein otherwise provided, this Contract shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto.

17. **Possession.** Possession of the Property shall be delivered to Buyer at Closing.

18. **Survival of Representations.** All representations, warranties, covenants and agreements of either party hereto contained in this Contract or delivered subsequent to the date hereof in connection with this transaction shall survive the consummation of the transaction contemplated by this Contract.

19. **Recordation.** This Contract may be recorded in the offices of the County Recorder of Clay County, Missouri, to put third parties on notice of the rights of Buyer hereunder. This Contract may be amended by mutual agreement of Buyer and Sellers, and any such amendment shall be binding on third parties notwithstanding the fact that it may not be recorded in said offices.

20. **Law Governing.** This Contract is a Missouri contract and shall be governed, construed, and interpreted in accordance with the laws of the State of Missouri.

21. **Execution of Contract.** This Contract may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement.

22. **Default and Remedies.** Seller and Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement, or obligation within any time limit required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the right to terminate this Contract by written notice to the other party and pursue any rights or remedies available at law or in equity.



Dated this 14 day of September, 2016.

SELLERS/EVANS

By: Susan D. Evans  
Susan D. Evans

By: Carl F. Evans  
Carl F. Evans

STATE OF MISSOURI     )  
                                      )  
COUNTY OF                )     ss.

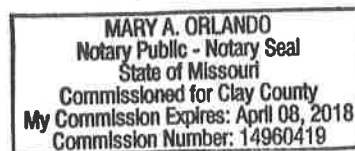
On this 14 day of September, 2016, before me personally appeared Susan D. Evans and Carl F. Evans, to me known to be husband and wife and the persons described herein and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Liberty, Missouri the day and year last above written.

Mary A. Orlando  
Notary Public in and for said  
County and State

My Commission Expires:

4/8/18



Dated this 14 day of September, 2016.

SELLERS/WALTHERS

By: Tracy Walther  
Tracy Walter

By: Michael Walther  
Michael Walther

STATE OF MISSOURI     )  
                                      )  
COUNTY OF                )     ss.

On this 14 day of September, 2016, before me personally appeared Tracy Walther and Michael Walther, to me known to be husband and wife and the persons described herein and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Liberty, Missouri the day and year last above written.

Mary A. Orlando  
Notary Public in and for said  
County and State

My Commission Expires:

4/8/18



Dated this 26 day of September, 2016.

BUYER/CITY

By: Scott Wingerson

Scott Wingerson, City Manager, City of Gladstone, Missouri

Attest: Ruth E. Bocchino 9/26

Ruth Bocchino, the City Clerk, City of Gladstone, Missouri



STATE OF MISSOURI )  
 ) ss.  
COUNTY OF Clay )

On this 26 day of September, 2016, before me appeared Scott Wingerson, to me personally known, who, being by me duly sworn did say that he is the City Manager of the City of Gladstone, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council, and said Scott Wingerson acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Gladstone, Clay County, MO the day and year last above written.

Ruth E. Bocchino  
Notary Public in and for said  
County and State

My Commission Expires:



RUTH E. BOCCHINO  
My Commission Expires  
June 6, 2019  
Clay County  
Commission #15422361

## **EXHIBIT A**

### **Legal Description of Property**

#### **All of the following property located in Clay County, Missouri:**

All that part of the abandoned right of way of the Quincy, Omaha, & Kansas City Railroad, described as follows:

Beginning at the northeast corner of Lot 7, Block 33, Linden, a subdivision in Gladstone, Clay County, Missouri, according to the recorded plat thereof; thence easterly along a line which is the prolongation east of the north line of said Lot 7 to its intersection with a line which is the prolongation north of the east line of Lot 12, in Block 33, of said subdivision; thence south along a line which is the east line of said Lot 12, extended north to its intersection with the south line of said Lot 7, extended east; thence west to the southeast corner of said Lot 7; thence northwesterly along the easterly line of said Lot 7 to the point of beginning.



**Exhibit B**  
**Beneficiary Deed**

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**Exhibit C**

**Certificate of Death of Martha Sue Jonas**

[Remainder of Page Intentionally Left Blank]

**Exhibit D**  
**Susan D. Evan Affidavit**





LOCAL REGISTRAR  
CLAY COUNTY HEALTH DEPARTMENT  
800 HAINES DR  
LIBERTY MO 64068



MISSOURI DEPARTMENT OF HEALTH  
AND SENIOR SERVICES  
FEE RECEIPT  
DEATH CERTIFICATION

## REGISTRANT(S):

WHITE CHAPEL  
5600 NE ANTIOCH ROAD  
GLADSTONE MO 64119

MARTHA SUE JONAS  
D9999-999999  
2 COPY

## YOUR RECENT REQUEST HAS BEEN ACTED UPON AS INDICATED BELOW:

DATE RECEIVED	TOTAL AMOUNT	AMOUNT THIS REQUEST	PROCESSING FEE REQUIRED	REFUND
06/01/2016	23.00	13.00	0.00	0.00

MO 580-0090 (2-12)

UNAPPLIED REMITTANCES ONLY VALID FOR ONE YEAR AFTER RECEIPT. When you inquire about your request, please return this receipt. If a refund is indicated, it will be mailed within 30 to 60 days.

## MISSOURI

## CERTIFICATION OF DEATH

DATE FILED: MAY 31, 2016

STATE FILE NUMBER: 124-16-015434

DECEDENT NAME: MARTHA SUE JONAS

SEX: FEMALE

DATE OF  
DEATH: MAY 22, 2016COUNTY  
OF DEATH: CLAYDATE OF  
BIRTH: DECEMBER 21, 1938MARITAL  
STATUS: DIVORCEDEVER IN  
ARMED FORCES: NOSOCIAL  
SECURITY NUMBER: 495-42-9535RESIDENCE  
ADDRESS: 6834 N CAMPBELL  
GLADSTONE, MISSOURISURVIVING SPOUSE:  
(IF WIFE, MAIDEN NAME):

FUNERAL HOME: WHITE CHAPEL FUNERAL HOME  
UNDERLYING CAUSE (ICD CODE): (C482) MANNER: NATURAL  
PERITONEAL CARCINOMA - WEEKS

ISSUED ON BEHALF OF MO. DEPT HEALTH &amp; SENIOR SERVICES: CLAY

THIS IS A TRUE CERTIFICATION OF NAME AND DEATH FACTS AS RECORDED BY THE BUREAU OF VITAL RECORDS, JEFFERSON CITY, MISSOURI.

DATE ISSUED: JUNE 1, 2016

*Craig B. Ward*  
Craig B. Ward  
State Registrar of Vital Statistics

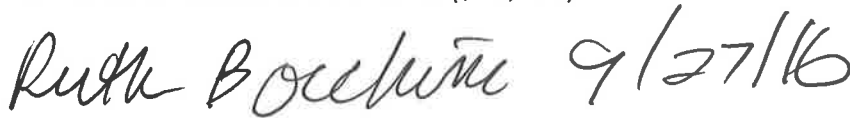


THE REPRODUCTION OF THIS DOCUMENT IS PROHIBITED BY LAW.  
ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.

R-16-62 APPROVED BY GLADSTONE CITY COUNCIL MONDAY, SEPTEMBER 28, 2016

Page 2 of Real Estate Sales Contract-6834 North Campbell Street

"paid via two separate checks made out to (1) Susan D. Evans and Carl F. Evans, husband and wife, in the amount of Thirty-Six Thousand Five Hundred dollars and no cents (\$36,500) and (2) Tracy Walther and Michael Walther, husband and wife, in the amount of Thirty-Six Thousand Five Hundred dollars and no cents (\$36,500)."

  
Ruth Bocchino

City Clerk



***First American  
Title Insurance Company***

NATIONAL COMMERCIAL SERVICES

September 30, 2016

**Via Federal Express**

City Of Gladstone  
Economic Development Dept.  
7010 N. Holmes  
Gladstone, MO 64118  
Attn: Melinda J. Mehaffy

**Re: NCS- 810043 - KCTY**  
**Seller: Susan D. Evans & Tracy D. Walther**  
**Buyer: The City Of Gladstone, Missouri**  
**Property: 6834 N. Campbell, Gladstone, MO**

Dear Ms. Mehaffy:

In connection to the above referenced transactions, please find the enclosed:

- 1. Original recorded Warranty Deed**
- 2. Original recorded Not Same Person Affidavit**
- 3. Final Settlement Statement**
- 4. Original Form 1099S**
- 5. Original Owner's Affidavit**

If you have any questions or need anything, please contact Tina Duncan at 816-410-7917 or by e-mail at [tduncan@firstam.com](mailto:tduncan@firstam.com).

Respectfully,  
First American Title Insurance Company

Kathy Henderson  
Escrow Assistant

Enclosures

1201 Walnut • Suite 700 • Kansas City, MO 64106  
TEL 816.410.7911 • FAX 866.493.6334  
[kahenderson@firstam.com](mailto:kahenderson@firstam.com)

Recorded in Clay County, Missouri

Date and Time: 09/30/2016 at 12:08:56 PM

Instrument Number: 2016034661

Book: 7818 Page: 84

Instrument Type: WD

Page Count: 6

Recording Fee: \$39.00 S



Electronically Recorded

Katee Porter, Recorder

Prepared by and after recording return to:  
First American Title Insurance Company  
1201 Walnut, Suite 700  
Kansas City, MO 64106  
Attn: Tina Duncan  
NCS-810043-KCTY

#### WARRANTY DEED

This Indenture, Made this 30th day of September, 2016, by and between Susan D. Evans, formally known as Susan D. Rose, and Tracy A. Walther, both married persons, GRANTOR, and The City of Gladstone, Missouri, a Missouri municipal corporation of the third class, GRANTEE, whose address is 7010 North Holmes Street, Gladstone, Missouri 64118.

WITNESSETH: THAT SAID GRANTOR, in consideration of the sum of Ten Dollars, the receipt of which is hereby acknowledged does hereby these presents, Grant, Bargain, Sell and Convey unto the said GRANTEE, its successors and assigns, all the following described real estate situated in the County of Clay and the State of Missouri, to-wit:

See Exhibit A

Grantor herein states and affirms that title to the subject property herein described, was held by Martha Sue Jonas, a single person, until her death on May 22, 2016 in Clay County, Missouri.

TO HAVE AND TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said GRANTEE and unto its successors and assigns forever, the said GRANTOR hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it or those under whom it claims; and that GRANTOR will warrant and defend the title of the said premises unto the said GRANTEE and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.





Prepared by and after recording return to:  
First American Title Insurance Company  
1201 Walnut, Suite 700  
Kansas City, MO 64106  
Attn: Tina Duncan  
NCS-810043-KCTY

#### WARRANTY DEED

This Indenture, Made this 30th day of September, 2016, by and between Susan D. Evans, formally known as Susan D. Rose, and Tracy A. Walther, both married persons, GRANTOR, and The City of Gladstone, Missouri, a Missouri municipal corporation of the third class, GRANTEE, whose address is 7010 North Holmes Street, Gladstone, Missouri 64118.

WITNESSETH: THAT SAID GRANTOR, in consideration of the sum of Ten Dollars, the receipt of which is hereby acknowledged does hereby these presents, Grant, Bargain, Sell and Convey unto the said GRANTEE, its successors and assigns, all the following described real estate situated in the County of Clay and the State of Missouri, to-wit:

See Exhibit A

Grantor herein states and affirms that title to the subject property herein described, was held by Martha Sue Jonas, a single person, until her death on May 22, 2016 in Clay County, Missouri.

TO HAVE AND TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said GRANTEE and unto its successors and assigns forever, the said GRANTOR hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it or those under whom it claims; and that GRANTOR will warrant and defend the title of the said premises unto the said GRANTEE and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said GRANTOR has hereunto set his hand the day and year above written.

Susan D. Evans  
Susan D. Evans, formally known as Susan D. Rose

Carl F. Evans  
Carl F. Evans

Tracy A. Walther  
Tracy A. Walther

Michael Walther  
Michael Walther

NOTARY ACKNOWLEDGEMENT

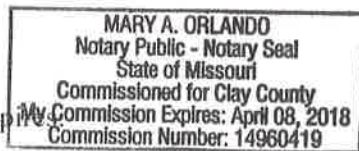
STATE OF Mo )  
COUNTY OF Clay ) SS:

BE IT REMEMBERED, That on the 28 day of September, 2016, before me, the undersigned, a Notary Public in and for said County and State comes Susan D. Evans, who is personally known to me, or who proved to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the say and year last above written.

Mary A. Orlando  
Notary Public:

My Commission Expires 4/8/18



NOTARY ACKNOWLEDGEMENT

STATE OF Mo )

SS:

COUNTY OF Clay )

BE IT REMEMBERED, That on the 28 day of September, 2016, before me, the undersigned, a Notary Public in and for said County and State comes Carl F. Evans, who is personally known to me, or who proved to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the say and year last above written.

Mary A. Orlando

Notary Public: \_\_\_\_\_

My Commission Expires: 4/8/18



NOTARY ACKNOWLEDGEMENT

STATE OF Mo )

ss:

COUNTY OF Clay )

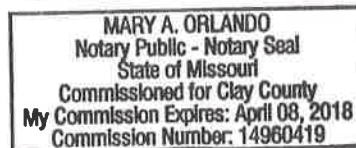
BE IT REMEMBERED, That on the 28 day of September, 2016, before me, the undersigned, a Notary Public in and for said County and State comes Tracy A. Walther, who is personally known to me, or who proved to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the say and year last above written.

Mary A. Orlando

Notary Public: \_\_\_\_\_

My Commission Expires: 4/8/18





STATE OF Mo )  
COUNTY OF Clay ) SS:

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the say and year last above written.

Mary A Orlando

Notary Public:

My Commission Expires: 4/8/18

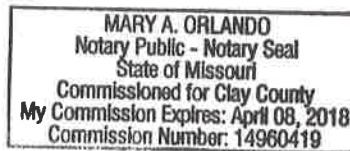


Exhibit A

ALL THAT PART OF THE ABANDONED RIGHT OF WAY OF THE QUINCY, OMAHA & KANSAS CITY RAILROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 33, LINDEN, A SUBDIVISION IN GLADSTONE, CLAY COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE EASTERLY ALONG A LINE WHICH IS THE PROLONGATION EAST OF THE NORTH LINE OF SAID LOT 7 TO ITS INTERSECTION WITH A LINE WHICH IS THE PROLONGATION NORTH OF THE EAST LINE OF LOT 12, IN BLOCK 33, OF SAID SUBDIVISION; THENCE SOUTH ALONG A LINE WHICH IS THE EAST LINE OF SAID LOT 12, EXTENDED NORTH TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT 7, EXTENDED EAST; THENCE WEST TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 7 TO THE POINT OF BEGINNING.

Recorded in Clay County, Missouri

Date and Time: 09/30/2016 at 12:08:56 PM

Instrument Number: 2016034660

Book: 7818 Page: 83

Instrument Type: AFF

Page Count: 2

Recording Fee: \$27.00 S



Electronically Recorded

Katee Porter, Recorder

### NOT SAME PERSON AFFIDAVIT OF SUSAN DENISE ROSE

Now comes Susan Denise Evans, f/k/a Susan Denise Rose and Susan Denise Jonas, (whose tax mailing address is 8717 N. Robinhood Avenue, Kansas City, Missouri 64154) being of lawful age and sound mind, and, having first been duly sworn, states the following:

1. That I am the co-owner of that certain real property which has the address of 6834 N. Campbell Street, Gladstone, Missouri, which is legally described as follows:

ALL THAT PART OF THE ABANDONED RIGHT OF WAY OF THE QUINCY, OMAHA & KANSAS CITY RAILROAD, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 33, LINDEN, A SUBDIVISION IN GLADSTONE, CLAY COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE EASTERLY ALONG A LINE WHICH IS THE PROLONGATION EAST OF THE NORTH LINE OF SAID LOT 7 TO ITS INTERSECTION WITH A LINE WHICH IS THE PROLONGATION NORTH OF THE EAST LINE OF LOT 12, IN BLOCK 33, OF SAID SUBDIVISION; THENCE SOUTH ALONG A LINE WHICH IS THE EAST LINE OF SAID LOT 12, EXTENDED NORTH TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT 7, EXTENDED EAST; THENCE WEST TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 7 TO THE POINT OF BEGINNING. (hereafter referred to as the "Real Property").

2. That I am not one and the same person as that Susan Rose who was named as defendant and was served with summons in the following cases filed in the Circuit Court of Clay County, Missouri;

i) Judgment in favor of Community Bank of Excelsior Springs n/k/a North American Savings Bank, F.S.B., in the amount of \$249,211.41, as set forth in case filed August 24, 2012, in the Circuit Court of Clay County, Missouri, as Case No. 12CY-CV09840, styled Community Bank of Excelsior Springs n/k/a North American Savings Bank, F.S.B., Plaintiff(s), vs. Susan Rose, et al., Defendant(s).



### NOT SAME PERSON AFFIDAVIT OF SUSAN DENISE ROSE

Now comes Susan Denise Evans, f/k/a Susan Denise Rose and Susan Denise Jonas, (whose tax mailing address is 8717 N. Robinhood Avenue, Kansas City, Missouri 64154) being of lawful age and sound mind, and, having first been duly sworn, states the following:

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2. That I am not one and the same person as that Susan Rose who was named as defendant and was served with summons in the following cases filed in the Circuit Court of Clay County, Missouri;

- i) Judgment in favor of Community Bank of Excelsior Springs n/k/a North American Savings Bank, F.S.B., in the amount of \$249,211.41, as set forth in case filed August 24, 2012, in the Circuit Court of Clay County, Missouri, as Case No. 12CY-CV09840, styled Community Bank of Excelsior Springs n/k/a North American Savings Bank, F.S.B., Plaintiff(s), vs. Susan Rose, et al., Defendant(s).

ii) Judgment in favor of CFSB 2001-CP4 Gladstone Complex LLC as set forth in Case filed April 24, 2013 in the Circuit Court of Clay County, Missouri, as Case No. 13CYCV04067, styled CFSB 2001-CP4 Gladstone Complex LLC, Plaintiff, vs. Susan Rose, et al., Defendants.

iii) Judgment in favor of Connie Wells as set forth in case filed July 10, 2014, in the Circuit Court of Clay County, Missouri, as Case No. 14CY-CV06285, styled Connie Wells Plaintiff, vs Susan Rose, et al., Defendants.

3. That I have resided at 8717 N. Robinhood Avenue, Kansas City, Missouri 64154, since  
2-3-06.

Further Affiant Saieth Naught.

Susan D. Evans  
Susan Denise Evans, f/k/a Susan Denise Rose  
and Susan Denise Jonas

STATE OF MO )  
COUNTY OF CLAY )

On this 13 day of September, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Susan Denise Evans, known to me to be the person who executed the within instrument and acknowledged to me that she executed the same as her free act and deed for the purposes therein stated.

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

Mary A. Orlando  
Notary Public

My Commission Expires: 4/8/18





**First American Title Insurance Company**  
**National Commercial Services**

1201 Walnut Street, Suite 700 • Kansas City, MO 64106

Office Phone: (816) 410-7911 Office Fax: (816) 410-7911

**Final Settlement Statement**

**Property:** 6834 North Campbell, Gladstone, MO 64118  
Lot: 7

**File No:** NCS-810043-KCTY

**Officer:** Tina M. Duncan/TD

**Settlement Date:**

**Disbursement Date:** 09/30/2016

**Print Date:** 09/28/2016, 11:01 AM

**Buyer:** City Of Gladstone, Missouri  
**Address:** 7010 North Holmes Street, Gladstone, MO 64118  
**Seller:** Susan D. Rose; Tracy A. Walther  
**Address:** 8717 N. Robinhood Avenue, Kansas City, MO 64154

Buyer Charge	Buyer Credit	Description	Seller Charge	Seller Credit
73,000.00		<b>Consideration</b>		
		<b>Total Consideration</b>		73,000.00
		<b>Prorations</b>		
	734.38	County Taxes 01/01/16 to 09/30/16 @\$981.87/yr	734.38	
		<b>Title/Escrow Charges to</b>		
1,000.00		Closing-Coordination Fee to First American Title Insurance Company		
625.00		Policy-Standard ALTA 2006 Owner's to First American Title Insurance Company National Commercial Services		
39.00		Record Warranty Deed to Clay County Recorder of Deeds		
10.00		Recording Miscellaneous 1 e-Filing Fee		
27.00		Recording Misc. -Affidavit to Clay County Recorder of Deeds		
	73,966.62	<b>Cash (X From) ( To) Buyer</b>		
		<b>Cash (X To) ( From) Seller</b>	72,265.62	
74,701.00	74,701.00	<b>Totals</b>	73,000.00	73,000.00

PLEASE NOTE: A modification of money-transfer or disbursement instructions can be a red flag for Online Banking Fraud and could be a trap for the unwary. Should we knowingly receive such a modification, in the interest of prudence, we may consider it suspect and call a known and trusted phone number to verify its authenticity and accuracy. Your awareness and cooperation in taking appropriate steps to prevent fraud is greatly appreciated.

See Attached Signatures



*Final Settlement Statement*

Settlement Date:

Print Date: 09/28/2016

File No: NCS-810043-KCTY

Officer: Tina M. Duncan/TD

BUYER(S):

City Of Gladstone, Missouri

By:

Name: Name: Scott Wingersen

Title: Title: City Manager

SELLER(S):

Susan D. Rose

aka: Susan D. Evans

Tracy A. Walther

First American Title Insurance Company National  
Commercial Services

By

Tina M. Duncan

*Final Settlement Statement*

**Settlement Date:**  
**Print Date:** 09/28/2016

**File No:** NCS-810043-KCTY  
**Officer:** Tina M. Duncan/TD

**BUYER(S):**

City Of Gladstone, Missouri

By: \_\_\_\_\_  
Name: Name:  
Title: Title:

**SELLER(S):**

Susan D. Rose  
Susan D. Rose

Susan D. Evans  
aka: Susan D. Evans

Tracy A. Walther  
Tracy A. Walther

First American Title Insurance Company National  
Commercial Services

By \_\_\_\_\_  
Tina M. Duncan

**AFFIDAVIT  
FIRST AMERICAN TITLE INSURANCE COMPANY**

The undersigned Affiant, in consideration of **First American Title Insurance Company** insuring an interest in or title to the real estate described herein, and being first duly sworn on oath, depose(s) and state(s) as follows:

1. Affiant is the owner of the real estate legally described in Commitment No. NCS **810043** KCTY (hereinafter identified as the "Premises").
2. No proceedings in bankruptcy or receivership have been instituted by or against Affiant within the last ten years, and Affiant has never made an assignment for the benefit of creditors, except as follows: \_\_\_\_\_.
3. There is no action pending in any state or federal court in the United States to which Affiant is a party nor, is there any state or federal court judgment or state or federal lien of any kind against Affiant which would constitute a lien or charge upon the Premises, except as follows: \_\_\_\_\_.
4. Except as disclosed on the Commitment, there are no unrecorded contracts, leases, easements or other agreements or instruments that would affect title to the Premises, except as follows: \_\_\_\_\_.
5. Affiant is in sole possession of the Premises, and no other party has possession, or has right of possession under any tenancy, lease or other agreement, written or oral, including Purchase Options or Rights of First Refusal, other than pursuant to a recorded document, except as follows: \_\_\_\_\_.
6. No labor, services or materials have been furnished to or for the Premises or the improvements located thereon during the last 12 months, except as follows:  
\_\_\_\_\_.
7. All prior years' ad valorem taxes, special assessments and personal property taxes have been paid and no judgments are standing against Affiant for any such taxes or assessments.
8. There are no outstanding sales contracts unpaid or due for the Premises or the improvements located thereon.
9. That there are no encroachments or boundary line questions affecting the Premises of which Affiant has knowledge.
10. There are no defects, liens, encumbrances, adverse claims or other matters first appearing in the public records or attaching subsequent to the effective search date of the Commitment of title insurance for the Premises but prior to the date and time the proposed insured acquires for value of record the estate or interest covered by the Commitment for the Premises.

**AFFIDAVIT**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

The undersigned makes this affidavit for the purpose of inducing First American Title Insurance Company under Commitment No. NCS **810043** KCTY to issue a policy or policies of title insurance, knowing that First American Title Insurance Company will rely on the truth of the statements made herein, and Affiant expressly agrees to indemnify and hold harmless First American Title Insurance Company from any and all loss including but not limited to attorney's fees and legal costs, arising from any inaccuracies contained herein.

Susan D. Evans  
Susan D. Evans f/k/a Susan D. Rose

Tracy A. Walther  
Tracy A. Walther

**AFFIDAVIT  
FIRST AMERICAN TITLE INSURANCE COMPANY**

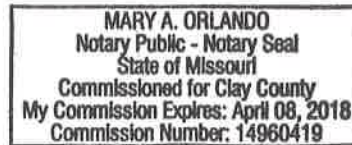
STATE OF Mo )  
 ) ss  
COUNTY OF Clay )

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 28 day of September, 2016.

Mary A. Orlando  
Notary Public  
Print Name: Mary A. Orlando

My Commission Expires:

4/8/18



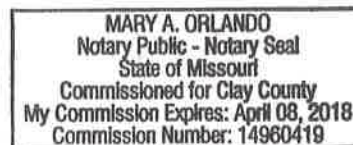
STATE OF Mo )  
 ) ss  
COUNTY OF Clay )

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Mary A. Orlando  
Notary Public  
Print Name: Mary A. Orlando

My Commission Expires:

4/8/18



**INFORMATION FOR USE IN PREPARATION OF  
FORM 1099S**

ESCROW FILE NO. NCS-810043 KCTY

**PART I (TO BE COMPLETED BY CLOSING AGENT)**

- 1A. SELLER'S NAME: Susan D. Evans and Tracy A. Walther
- 1B. BRIEF LEGAL DESCRIPTION: 6834 North Campbell, Gladstone, MO 64118
- 1C. SALES PRICE: \$73,000.00
- 1D. DATE OF CLOSING: September \_\_\_\_, 2016

**PART II (TO BE COMPLETED BY SELLER)**

**2A. SELLER'S TAXPAYER I.D. # or SOCIAL SECURITY NUMBERS**

Susan Evans 486-80-6074  
TRACY WALTHER 486-80-6175

- 2B. PROPERTY SOLD IS: ( ☐ ) PRINCIPAL RESIDENCE  
( ☒ ) OTHER REAL ESTATE

**2C. SELLER'S FORWARDING ADDRESS:**

Susan Evans 8717 N. Robinhood Ave. KC MO 64154 and  
TRACY WALTHER 3714 NE 46th KC MO 64117

I CERTIFY THE ABOVE INFORMATION TO BE TRUE AND CORRECT.

Susan D. Evans  
Susan D. Evans f/k/a/ Susan D. Rose

Tracy A. Walther  
Tracy A. Walther

DATE September 28, 2016

The purpose of the above information is for use in preparation of Form 1099S Statement for Recipient of Proceeds from Real Estate Transactions only as required by the Tax Reform Act of 1986 of the Internal Revenue Code. Failure or refusal to furnish a taxpayer identification number may result in mandatory withholding from the proceeds of the sale of this transaction.