

**RESOLUTION NO. R-16-76**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
A PARKING AGREEMENT BETWEEN THE CITY OF GLADSTONE,  
MISSOURI, AND PRYOR TRUST, LCC.**

**WHEREAS**, the City of Gladstone, Missouri ("City"), entered into a Real Estate Sales Contract with Pryor Trust, LLC, for property located near The Heights at Linden Square; and

**WHEREAS**, as part of said Real Estate Sales Contract the City agreed to reserve a certain number of parking spots for use by Pryor Trust, LLC ; and

**WHEREAS**, the City wishes to finalize and enter into a Parking Agreement with Pryor Trust, LLC.


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

**THAT**, City Manager Scott Wingerson is hereby authorized to negotiate and execute an agreement regarding the reservation of parking spots with Pryor Trust, LLC.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY  
OF GLADSTONE, MISSOURI, THIS 12th DAY OF DECEMBER 2016.**

  
Jean B. Moore, Mayor

ATTEST:

  
Ruth E. Bocchino, City Clerk



**All-America City**

**Gladstone**



**2008**

TO: MAYOR AND CITY COUNCIL  
FROM: PADRAIC CORCORAN THROUGH CITY COUNSELOR CHRIS WILLIAMS  
DATE: DECEMBER 12, 2016  
RE: PRYOR TRUST, LLC PARKING AGREEMENT

As a way of background, the City Council authorized the City Manager to enter into a Real Estate Sales Contract with Pryor Trust, LLC ("Pryor") to purchase certain property located near The Heights at Linden Square for additional parking for the retail spaces located nearby. A provision in the Real Estate Sales Contract requires that the City and Pryor enter into a Parking Agreement regarding the reservation and use of parking spaces located near Pryor's property.

The attached Parking Agreement satisfies the provision in the Real Estate Sales Contract by granting Pryor the use of seven standard parking stalls, in either the existing or new parking lot, and one handicap accessible stall, located as required by law. Further, the Parking Agreement grants Pryor and future owner's of the property an easement over land owned by the City for general maintenance to Pryor's property.

Finally, the City and Pryor have agreed that the Parking Agreement is to be recorded in the Clay County Recorder's Office to evidence the parties' intent that the covenants and agreements therein shall run with the land.

## Parking Agreement

This PARKING AGREEMENT ("Agreement") is made and entered into by the City of Gladstone, Missouri, ("Gladstone") a municipal corporation of the third class, and Pryor Trust, LLC ("Pryor") on this 12 day of ~~November~~ DECEMBER, 2016. The term "Parties" is used herein to refer both the City of Gladstone and Pryor Trust, LLC.

### RECITALS:

- A. The Parties have entered in a Real Estate Sales Contract ("Contract") for the purchase of property located in Clay County, Missouri generally, the east 45' of Lot 1, the south 40' and the east 45' of Lot 2, and all of Lot 3, Block 25, Linden, as more specifically described in Exhibit A of the Contract.
- B. The Parties hereto desire to make and enter into this Agreement for the purpose of ensuring that adequate parking spaces are available for the use of Pryor during usual business hours.
- C. The Parties desire and intend to hereby attach this Agreement to the Real Estate Sales Contract as Exhibit C and have said Agreement run with land generally described as Lot 1, 2, and 3, Block 25, Linden, Gladstone, Clay County, Missouri.

### AGREEMENTS:

In consideration of the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the respective parties, Gladstone as the owner of portions of Lots 1, 2, and 3, Block 25, Linden, Gladstone, Clay County, Missouri ("Tract 2") and Pryor as owner of portions of Lots 1 and 2, Block 25, Linden, Gladstone, Clay County, Missouri ("Tract 1"), it is agreed as follows:

1. **Legal Description:** The property subject to this Agreement is more fully described as:

#### TRACT 1:

A TRACT OF LAND IN A PORTION OF LOTS 1 AND 2, BLOCK 25, LINDEN, A SUBDIVISION IN GLADSTONE, CLAY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S 89°37'44" E ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID LOTS 1 AND 2 S 00°30'41" W, A DISTANCE OF 80.00 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 N 89°37'44" W, A DISTANCE OF 80.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE ON THE WEST LINE OF SAID LOTS 1 AND 2 N 00°30'41" E, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 6,400 SQUARE FEET OR 0.15 ACRE, MORE OR LESS.

TRACT 2:

A TRACT OF LAND IN A PORTION OF LOTS 1, 2 AND 3, BLOCK 25, LINDEN, A SUBDIVISION IN GLADSTONE, CLAY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S 89°37'44" E ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING ALONG SAID NORTH LINE S 89°37'44" E, A DISTANCE OF 43.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF SAID LOTS 1, 2 AND 3 S 00°25'15" W, A DISTANCE OF 160.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3 N 89°50'09" W, A DISTANCE OF 124.17 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ON THE WEST LINE OF SAID LOTS 2 AND 3 N 00°30'41" E, A DISTANCE OF 80.83 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 S 89°37'44" E, A DISTANCE OF 80.00 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID LOTS 1, 2 AND 3 N 00°30'41" E, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 13,522 SQUARE FEET OR 0.31 ACRE, MORE OR LESS.

2. **Parking Spaces:** Gladstone agrees to reserve seven (7) standard parking stalls and one (1) handicap parking stall from 8 a.m. to 5 p.m., Monday through Friday for use by Pryor, Pryor's successors and assigns, or any tenant or occupant of Tract 1.
3. **Location of Parking Spaces:** The seven (7) reserved standard parking stalls shall be located in either the existing parking lot or a newly constructed parking lot, at Gladstone's discretion. Gladstone agrees to use its best efforts to reserve the standard parking stalls in locations as close to Tract 1 as possible. The one (1) handicapped parking stall shall be located as required by applicable law, regulation, or ordinance.
4. **Access Easement:** Gladstone agrees and voluntarily grants, creates, conveys, and establishes an easement for and in favor of Pryor from Tract 2 to Tract 1 at any point where the two tracts meet for non-exclusive access over, on, upon, and across Tract 2 for general maintenance required on Tract 1. Nothing in this Agreement or this Paragraph shall be seen to grant Pryor exclusive access to Tract 2. Pryor, his successor and assigns, and any tenant or occupant of Tract 1 agree that use of Tract 1 shall not unreasonably interfere with Gladstone's use of Tract 2.
5. **Applicability of Agreement:** This Agreement shall apply to any occupant, tenant, owner of Tract 1 or any successor or assign of Pryor.

6. **Nature of Agreement:** The Parties agree that they intend the covenants and agreements set forth in this Agreement to run with the land described herein and in the Contract. Further, the Parties intend that this Agreement be recorded along with the deed associated with the purchase of property set forth in the Contract.

IN WITNESS WHEREOF, the Parties have executed this Parking Agreement and agreed to attach said Agreement to the Real Estate Sales Contract as of the date set above.

CITY OF GLADSTONE, MISSOURI

By:   
Scott Wingerson, City Manager, City of Gladstone, Missouri

Attest: Ruth E Bocchino 12/13/16  
Ruth Bocchino, City Clerk, City of Gladstone, Missouri

PRYOR TRUST, LLC

By:  , managing member  
Pryor Trust, LLC

## REAL ESTATE SALES CONTRACT

THIS REAL ESTATE SALES CONTRACT ("**Contract**") is made and entered into as of the 29 th day of JUNE, 2016, ("**Effective Date**") by and between **Pryor Trust, LLC** having a mailing address of: 405 NE 70<sup>th</sup> Street, Gladstone, Missouri, 64118 ("**Seller**"), 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 Seller and Buyer collectively.

### RECITALS:

- A. Seller is the owner of fee simple title to that certain property located in Clay County, Missouri, generally, the east 45' of Lot 1, the south 40' and the east 45' of Lot 2, and all of Lot 3, Block 25, Linden, as more specifically 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, as such description may be amended by a Survey (described herein).
- B. The Parties hereto desire to make and enter into this Contract.

### AGREEMENTS:

In consideration of the premises, the covenants, and agreements hereinafter 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.** Seller hereby sells to Buyer the Property, together with all easements, rights and appurtenances appertaining thereto and all improvements thereon owned by Seller of any kind whatsoever.

2. **Purchase Price.**

- (A) The purchase price ("**Purchase Price**") for the Property shall be Two Hundred Ninety Thousand Dollars and no cents, (\$290,000.00), paid via check made out to Seller.
- (B) The Purchase Price shall be paid by the Buyer to the Seller at Closing, which shall take place on the Closing Date (hereinafter defined).
- (C) The Buyer agrees to reserve seven (7) standard parking stalls and one handicap parking stall from 8 a.m. to 5 p.m., Monday through Friday for the Sellers use from the existing parking lot or a newly constructed parking lot. The Parties shall enter into a Parking Agreement hereby attached as Exhibit C to this Agreement said Parking Agreement shall be recorded and run with the land.

3. **Warranty of Title.** Seller warrants that it has good and marketable fee simple title to the Property and that at the time of Closing, Seller will convey good and marketable fee simple title to Buyer by a special 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.



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 (with regard to Buyer, to the extent permitted by law) the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorneys' 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. **Survey and Plat.** Buyer shall cause a survey of the Property to be completed by a Missouri licensed land surveyor at Buyer's expense after the Effective Date of this Contract ("**Survey**") to determine the exact legal description of the Property. In addition to the Survey, the Buyer shall cause, at the Buyer's expense, the Property to be properly platted before the Closing Date said Plat is hereby attached to this Agreement as Exhibit B. The survey and plat shall be subject to the approval of both parties.

9. **Closing Date.** The Closing shall occur on or before the hundred and eighth (180) after the Effective Date, as such date may be extended (the "**Closing Date**"), unless otherwise agreed, in writing, by the Buyer and the Seller.

10. **Closing.**

(A) **Place.** The place of Closing shall be at the offices of the Title Company or such other place as Seller 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, Seller shall deliver to Buyer the Deed, properly executed and acknowledged by Seller, 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 Seller, 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.

11. **Representations and Warranties of Seller.** Seller warrants, represents, and covenants with Buyer as follows:

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

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

(E) **No Other Sales Contracts.** To the best of Seller's knowledge, there are no contracts or other obligations outstanding for the sale, exchange or transfer of the Property or any portion thereof.

(F) **No Proceedings.** To the best of Seller's knowledge, 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 Seller 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 Seller 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.

(G) **No Default.** To the best of Seller's knowledge, 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 Seller is a party or by which Seller 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 Seller or its properties. No consent, approval or other authorization of any governmental body is required for the consummation by Seller of the transactions contemplated by this Contract.

(L) **FIRPTA.** Seller 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.

12. **Representations and Warranties of Buyer.** Buyer warrants, represents, and covenants with Seller 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.

13. **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.

14. **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 Seller 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 except with regard to the removal of items pursuant to paragraph 10.B. herein, and (3) Seller 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) **Seller's Conditions.** Seller 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 Seller. In the event that either of such conditions has not been fulfilled on or prior to Closing, Seller at its option may elect to terminate this Contract, or Seller may waive any such condition and to proceed to close in accordance with the terms hereof.

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 Seller, 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.

23. **Subsequent Plans.** The Buyer agrees to provide the Seller documents evidencing any construction, and its possible effects on the Seller's adjacent property, that may occur on the Property for the Seller's review and comment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

By: Brenda S. Pryor  
Brenda S. Pryor, Member

STATE OF MISSOURI )  
COUNTY OF PLATTE )

ss.

On this 18<sup>TH</sup> day of June, 2016, before me appeared **Brenda S. Pryor**, to me personally known, who being by me duly sworn did say that he is a member of Pryor Trust, LLC, a limited liability company of the State of Missouri, which limited liability company is composed of Thomas J. Pryor, Brenda S. Pryor Living Trust, James E. Pryor and Linda Kay Pryor Living Trust, and acknowledged that he executed the same as his free act and deed and the free act and deed of said limited liability company

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

**WILLIAM EDGELL**  
Notary Public  
STATE OF MISSOURI  
Platte County  
My Commission Expires Apr. 17, 2020  
Commission # 12482853

W. Edgell  
Notary Public in and for said  
County and State

My Commission Expires:

4/17/20

Dated this 28 day of June, 2016.

BUYER:

CITY OF GLADSTONE, MISSOURI

By: Scott Wingerson  
Scott Wingerson, City Manager, City of Gladstone, Missouri

Attest: Ruth E. Bocchino  
Ruth Bocchino, City Clerk, City of Gladstone, Missouri

STATE OF MISSOURI                    )  
  ) ss.  
COUNTY OF CLAY                    )

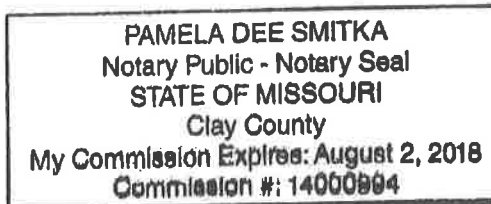
On this 28 day of June, 2016, before me appeared Scott Wingerson, to me personally known, who, being by me duly sworn did say that he is the City Manager of the City of Gladstone, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council, and said Scott Wingerson 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, Missouri the day and year last above written.

Pamela Dee Smitka  
Notary Public in and for said  
County and State

My Commission Expires:

August 2, 2018



**EXHIBIT A**

**Legal Description of Property**

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

**Linden, East ½ of Lot 1, Lots 2 and 3, Block 25**

Recorded in Clay County, Missouri

Date and Time: 12/14/2016 at 12:43:04 PM

Instrument Number: 2016044598

Book: 7871 Page: 67

Instrument Type: WD

Page Count: 3

Recording Fee: \$30.00 S



Electronically Recorded

Katee Porter, Recorder

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SPECIAL WARRANTY DEED

*This Deed*, Made and entered into this 13<sup>th</sup> day of December, 2016, by and between Pryor Trust, L.L.C., a Missouri limited liability company, Grantor, whose address is 405 NE 70<sup>th</sup> Street, Gladstone, Missouri 64118, and The City of Gladstone, Missouri, a Missouri corporation, Grantee, whose address is 7010 North Holmes Street, Gladstone, Missouri 64118

*Witnesseth*, that the said Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents *Bargain and Sell, Convey and Confirm* unto the said Grantee, the following described Real Estate, situated in the County of Clay and State of Missouri, to-wit:

See attached Exhibit A

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

*To Have and to Hold* the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its successors and assigns forever.



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 Grantee, as above specified, and unto its successors and assigns, forever; Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by Grantor; and that it will warrant and defend the title to said premises unto Grantee, as above specified, and unto its successors and assigns, forever, against the lawful claims and demands of all persons claiming under Grantor; except as may be set forth above.



In Witness Whereof, the said Grantor has executed these presents the day and year first above written.

Pryor Trust, L.L.C.

By: Thomas J. Pryor and Brenda S. Pryor Trust,  
Sole Member

  
Thomas J. Pryor, Co-Trustee  
  
Brenda S. Pryor, Co-Trustee

### NOTARY ACKNOWLEDGMENT


State of Missouri

(SS)

County of CLAY

On this 13 day of December, 2016, before me, the undersigned notary public, personally appeared Thomas J. Pryor, Co-Trustee of Thomas J. Pryor and Brenda S. Pryor Trust, known to me, or who proved to me, to be the person whose name is subscribed to the within instrument and acknowledged to be the sole member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

In witness whereof, I hereunto set my hand and official seal.

  
Notary Public  
Print Name ARLA J. EDELBAUM

My commission expires: 5/20/2017

ARLA J. EDELBAUM  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Platte County  
My Commission Expires: 5/20/2017  
Commission # 13703019

Exhibit A

A PORTION OF LOTS 1, 2 AND 3, BLOCK 25, LINDEN, A SUBDIVISION IN GLADSTONE, CLAY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S 89°37'44" E ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING ALONG SAID NORTH LINE S 89°37'44" E, A DISTANCE OF 43.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF SAID LOTS 1, 2 AND 3 S 00°25'15" W, A DISTANCE OF 160.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3 N 89°50'09" W, A DISTANCE OF 124.17 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ON THE WEST LINE OF SAID LOTS 2 AND 3 N 00°30'41" E, A DISTANCE OF 80.83 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 S 89°37'44" E, A DISTANCE OF 80.00 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID LOTS 1, 2 AND 3 N 00°30'41" E, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING, BEING TRACT 2 AS SHOWN ON THE CERTIFICATE OF SURVEY RECORDED DECEMBER 7, 2016 AS DOCUMENT NO. 2016043750 IN BOOK H, PAGE 177.

When Recorded Return To: Tina Duncan  
First American Title Insurance Company  
National Commercial Services  
1201 Walnut, Suite 700  
Kansas City, MO 64106  
File No: NCS 803665



*First American*

# Commitment

## Title Insurance Commitment

ISSUED BY

**First American Title Insurance Company**

**File No.: NCS-803665-KCTY**

### INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

This Policy contains an arbitration clause. All arbitrable matters when the Matter of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>. **THIS PARAGRAPH DOES NOT APPLY IN THE STATE OF MISSOURI.**

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

If you have any questions about the Commitment, contact:

**FIRST AMERICAN TITLE INSURANCE COMPANY**  
**1 First American Way; Santa Ana, California 92707**

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### AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

**First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

(This Commitment is valid only when Schedules A and B are attached)

**This jacket was created electronically and constitutes an original document**

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## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.



*First American*

## Schedule A

### Title Insurance Commitment

ISSUED BY

**First American Title Insurance Company**

File No.: NCS-803665-KCTY

1. Effective Date: July 20, 2016, at 8:00 AM

2. Policy or Policies to be issued:

POLICY AMOUNT

a. ALTA Owner's Policy of Title Insurance (6-17-06)

\$ 290,000.00

Proposed Insured: The City of Gladstone, Missouri

b. ALTA Loan Policy of Title Insurance (6-17-06)

\$ N/A

Proposed Insured: N/A

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by

Pryor Trust, L.L.C., a Missouri limited liability company

4. The land referred to in this Commitment is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

**If there are any questions concerning this commitment,  
please contact Tina M. Duncan at [tduncan@firstam.com](mailto:tduncan@firstam.com).**



*First American*

## Schedule BI

### Title Insurance Commitment

ISSUED BY

**First American Title Insurance Company**

File No.: NCS-803665-KCTY

### REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the Mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. If there has been construction, improvements or repairs to or on the property in the last 12 months, or a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing. If the property is 1-4 family residential, a Mechanic's Lien Indemnity Agreement secured by a satisfactory Letter of Credit will need to be furnished to the company. If the property is not 1-4 family residential, either the aforesaid secured indemnity or satisfactory financial statements, indemnities, affidavits and possibly lien waivers, will need to be furnished to the company. Failure to notify the company in writing before closing will invalidate any mechanic's lien coverage given in the policy.
6. In order to delete Exceptions 4, 5 and 6 on Schedule B - II, the Company requires a properly completed and executed Owner's Affidavit in a form that is acceptable to the Company.
7. In regard to Pryor Trust, L.L.C., we require the following:
  - A) Furnish a copy of the Articles of Organization and the Operating Agreement.
  - B) Furnish a Certificate of Good Standing from the Missouri, Secretary of State's office.
  - C) Furnish a resolution of the members authorizing the proposed transaction.
  - D) The proposed transaction should be executed by all the members of the LLC unless provided otherwise in the operating agreement. If the members of the above referenced limited liability company are entities other than individuals, additional requirements will be made.

Upon review of these items we reserve the right to make further requirements.

8. In regard to City of Gladstone, Missouri, we require the following:

Furnish a proper resolution authorizing the proposed transaction and identifying the parties authorized to execute instruments necessary to close this transaction.

Upon review of these items we reserve the right to make further requirements.



9. Proof of payment of the special assessments for Gladstone, Missouri.

10. Obtain for recording a full release/satisfaction of the following:

A Real Estate Deed of Trust to secure an original indebtedness of \$165,000.00 recorded November 16, 2011 as Document No. 2011037246 in Book 6724, Page 48 of Official Records.

Dated:	November 7, 2011
Trustor:	Pryor Trust, LLC, a Missouri limited liability company
Trustee:	Michael H. Maher
Beneficiary:	KCB Bank, organized and existing under the laws of the State of Missouri

In the event of a cancellation, there will be a minimum charge of \$450.00.

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by First American Title Insurance Company, we require all monies due to be in the form of a Cashier's Check or Wire Transfer. If the parties use a cashier's check in lieu of wired funds, it may take 24-48 hours to verify with the institution issuing the check that we have good funds. **We are unable to close until we receive this verification and THIS MAY DELAY CLOSING.**

The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire" we cannot accept financial responsibility for delays in the clearing of funds.



*First American*

## Schedule BII

### Title Insurance Commitment

ISSUED BY

**First American Title Insurance Company**

File No.: NCS-803665-KCTY

### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Right or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
4. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Loss or damage by reason of there being recorded in the Public Records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the commitment date and prior to the effective date of the final Policy.
7. Taxes and assessments for the year 2016 and subsequent years.  
  
General, state, county and city taxes and assessments for the year 2015 in the amount of \$4,806.82 are PAID. Parcel No. 13-614-00-25-007.00
8. The lien of the City of Gladstone, Missouri special assessment taxes, if any.
9. An easement for sewer line to the City of Gladstone in the document recorded in Case No. 34636 of Official Records.
10. Sewer Easement granted to the City of Gladstone in the document recorded March 3, 1967 as Document No. C-8708 in Book 923, Page 224 of Official Records.
11. Terms and Provisions as set forth in Easement, by and between Lawrence A. Wickham and Diana E. Wickham, husband and wife and Farm and Home Savings Association, a Missouri corporation, recorded April 4, 1972 as Document No. C-66265 in Book 1086, Page 197.
12. An easement to City of Gladstone in the document recorded June 1, 2001 as Document No. Q53193 in Book 3348, Page 357 of Official Records.
13. Easements, restrictions and setback lines as set forth on the plat of Linden.

14. Tenancy rights, either as month to month, or by virtue of written leases of persons in possession of any part of the subject property.

NOTE: If any requirements shown on Schedule B-Section I of this Commitment are not complied with, then the requirement or the matters constituting the requirement will be shown as an exception or exceptions on the Policy or Policies provided the Company elects to issue such Policy or Policies.



*First American*

Exhibit A

ISSUED BY

**First American Title Insurance Company**

File No.: NCS-803665-KCTY

LOTS 1, 2 AND 3, BLOCK 25, LINDEN, A SUBDIVISION IN GLADSTONE, CLAY COUNTY, MISSOURI.



## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



**KAW VALLEY ENGINEERING, INC.**

Office: 816.468.5858

Fax: 816.468.6651

Web: www.kveng.com

Address: 8040 North Oak Trafficway  
Kansas City, MO 64118

July 7, 2016

B16P3072

City of Gladstone, MO  
Ms. Melinda Mehaffy  
7010 N. Holmes  
Gladstone, MO 64118

**Re: Professional Services Proposal  
405 N.E. 70<sup>th</sup> and N. Locust Street Property  
Boundary, Topography Surveys and Platting  
Gladstone, Clay County, MO**

Dear Ms. Mehaffy,

In response to your request Kaw Valley Engineering, Inc. (KVE) is pleased to submit the following proposal for providing Surveying Services for the above referenced project.

**Firm Profile**

KVE is a full-service civil engineering firm, providing civil design, geotechnical, environmental, surveying, construction staking, materials testing, steel inspection, welding inspection and construction inspection services throughout the Midwest. Founded in Junction City, Kansas in 1982, KVE now employs over 100 associates throughout our Junction City, Lenexa, Salina and Wichita, Kansas and Kansas City, Missouri offices.

**Scope of Services**

1. Boundary Survey-- A property boundary survey will be prepared by KVE in accordance with Missouri Minimum Standards for Property Boundary Surveys.
2. Topography survey on the site.
3. Platting of the two parcels created by the split.
4. In house technical support.

**Lump Sum Fee for Surveying Services .....\$3,500.00**

**The client will provide a Title Report for the project.**



### Reimbursable Costs

In addition, reimbursement shall be made for expenses incurred in connection with the project such as filing fees, permit fees, printing, research materials, mileage, etc., and any other related expenses will be billed at their direct cost.

### Compensation

Payment is due upon receipt of invoice. Client shall notify KVE in writing, at the address above, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a late charge 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection related costs that KVE incurs, including attorney fees. KVE may suspend Services for lack of timely payment.

### Additional Services

In addition to the above-defined Basic Scope of Services, Client may desire additional services as Project requirements develop. If authorized by the Client and the Surveyor, the Surveyor shall provide Additional Services which may include, but are not limited to the following:

1. Geotechnical Engineering
2. Construction Testing and Staking Services
3. Civil Design Services

We will proceed upon receipt of an executed copy of this proposal and anticipate completing the survey within approximately 10-15 working days. If additional services are required, we would welcome the opportunity to discuss those services with you and revise this proposal. If this proposal is not executed within 45-days of date, the Surveyor reserves the right to review the scope and cost for services and adjust accordingly.

If you have any questions or would like to discuss the anticipated scope of services, please do not hesitate to contact me at (816) 468-5858. Thank you for this opportunity.

Respectfully submitted,  
Kaw Valley Engineering, Inc.



John A. Copelin, PLS  
Department Manager,  
Surveying Services

### AUTHORIZATION AND NOTICE TO PROCEED

Client: City of Gildstone

Name/Title: Scott Wincerson, City Manager  
(please print)

Signature: Scott Wincerson

Date: 7/13/16

Purchase Order No.: \_\_\_\_\_

300N 923 PAGE 224

C 8708

MAR 3 1957

SE Tract No. 715  
Drawing No. 54  
E.D. No. 3

STANDARD SEWER EASEMENT Rev. 1-24-67

KNOW ALL MEN BY THESE PRESENTS:

THAT, Fred M. Haworth and Opal E. Haworth  
(Name of Grantor)

<sup>(Address)</sup>  
of Gladstone, Clay County, Missouri, hereinafter called the GRANTOR, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the existence of a sewer and appurtenances through the lands hereafter described, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called GRANTEE, an easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer and any and all appurtenances incidental thereto over, under and through the following described tract of land lying, being and situated in the City of Gladstone, Clay County, Missouri, to-wit:

A permanent sewer line easement over the West 5 feet and a temporary construction easement over the West 25 feet of the following described tract of land, all of Lot 2, except the North 20 feet, and all of Lot 3, Block 25, Linden, a subdivision in Gladstone, Clay County, Missouri.

STATE OF MISSOURI  
COUNTY OF CLAY  
FILED FOR RECORD  
MAR 3 10 18 AM '57  
RALPH H. HOOPER  
RECORDER OF DEEDS  
BY  
*Charles Sautelle*  
*Deputy*

923 MAR 225

STATE OF MISSOURI } ss.  
COUNTY OF clay

On this 14th day of February, 1967, before me, the undersigned  
Notary Public, personally appeared Fred M. Hazarthy and Opal E. Hazarthy, his wife  
to me known to be the person(s)

described in 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 by Notarial Seal at my  
office in Clay County, Missouri, the day and year last above written.



[Signature]  
Notary Public Within Said County and State

My commission expires September 11th 1969

STATE OF MISSOURI } ss.  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, this undersigned  
Notary Public, personally appeared \_\_\_\_\_ to me known, and who, being by

me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_  
a corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation  
and that said instrument was signed and sealed in behalf of said corporation by authority of its  
Board of Directors and said \_\_\_\_\_ acknowledged said instrument to be the free act  
and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal at my  
office in \_\_\_\_\_ County, Missouri, the day and year last above written.

Notary Public Within Said County and State

My commission expires \_\_\_\_\_ 19\_\_\_\_

C 8708 MAR 3 1967

STANDARD SEWER EASEMENT

FROM

TO

Gladstone, Missouri

Filed for record this \_\_\_\_\_ day

of \_\_\_\_\_ A. D. 19\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ minutes \_\_\_\_\_ M.

Recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_

By \_\_\_\_\_ Recorder

By \_\_\_\_\_ Deputy

Recorder's Fee \$ 1.50

[Signature]

Records

STATE OF MISSOURI  
County of \_\_\_\_\_

I, \_\_\_\_\_

Recorder of said Coe  
that the within instr  
on the \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_

duly filed for record

duly recorded in the

in Book \_\_\_\_\_ at \_\_\_\_\_

IN WITNESS WHEREOF

we set my hand and

said offices at \_\_\_\_\_

the day and year last

By \_\_\_\_\_

BOOK 1086 PAGE 197

STATE OF MISSOURI  
COUNTY OF CLAY  
FILED FOR RECORD

MAR 4 11 30 AM '72

WILLIAM E. ELDRIDGE  
RECORDER OF DEEDS

*Charles Cantrell  
Deputy*

C 66265 APR 4 1972

EASEMENT

MAR 28 1972

THIS INDENTURE, made on the day of March A.D., One Thousand Nine Hundred and Seventy-Two by and between LAWRENCE A. WICKHAM and DIANA E. WICKHAM, his wife, Clay County, Missouri, parties of the first part, and FARM AND HOME SAVINGS ASSOCIATION, a Missouri corporation, with home offices in the City of Nevada, Vernon County, Missouri, (mailing address is 1012 Grand Avenue, Kansas City, Missouri 64106), party of the second part,

WITNESSETH: That the said parties of the first part, in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, to them paid by said party of the second part, (receipt of which is hereby acknowledged), do by these presents, GRANT the easements described herein, including but not limited to an easement for ingress and egress, an easement for vehicular parking, and for other purposes, on and across the real estate described in Tract Number One below; said easements may be used by party of the second part and its employees, invitees, successors and assigns, for parking, ingress and egress, and for the other purposes stated herein. The real estate is located in the City of Gladstone, County of Clay, State of Missouri and is further described as follows, to-wit:

1. (Tract Number One)

A certain tract of real estate located in the City of Gladstone, County of Clay, State of Missouri, to-wit:

A strip of land five (5) feet in width located East

DIANA E. WICKHAM

LAWRENCE A. WICKHAM

Conditioned on addendum which follows acknowledgment on page 3.

Box 1036 May 198

thence South along the East line of lots 14, 13 and 12 to a point 39.28 feet South of the Northeast corner of said lot 12; thence West to a point on the West line of said lot 12 39.28 feet South of the Northwest corner thereof; thence North along the West line of lots 12, 13 and 14, said line also being the East line of North Oak Street Trafficway, to the point of beginning.

Parties of the first part GRANT to party of the second part, and its successors and assigns, the right to use the real estate described as "Tract Number One" above for the following purposes:

1. Vehicular parking, including the right to maintain and repair the area for parking and to maintain a curb.
2. Ingress and egress (by pedestrians and vehicles) to and from Gladstone Streets, and to and from the real estate designated in Tract Number Two above, including the right to maintain and repair the area for ingress and egress.
3. The right to place and drain surface water from the real estate described as Tract Number One and Tract Number Two above and from the City streets of Gladstone, Missouri into a storm sewer entrance now located on the real estate described as Tract Number One above, and the right to maintain and repair the drainage area and entrance into the storm sewer.
4. Parties of the first part GRANT to party of the second part, lateral support, as the same now exists, or equivalent lateral support, for the purpose of providing sufficient support of the parking lot and drive, including vehicular parking thereon located on the real estate described as Tract Number One above.
5. Parties of the first part hereby GRANT to party of the second part, a perpetual easement for the purpose of erecting and maintaining the existing sign advertising FARM AND HOME SAVINGS ASSOCIATION and to erect and maintain a similar sign hereafter.
6. Parties of the first part GRANT to party of the second part the right to repair and maintain the ingress and egress, the parking lot, the sign, and the drainage into the existing manhole. Said repairs performed by party of the second part, or at its request, if any, shall be at the sole cost of party of second part.
7. The term of all easements and rights described in this Indenture shall be perpetual or until released of record by the fee owner of the real estate described above as Tract Number Two.

Parties of the first part warrant that they own the land described as Tract Number One above and have good title thereto and have good right to convey the easements and rights granted by this Indenture.

The easements and rights described herein shall run with the real estate described as Tract Number Two; and to party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the parties of the first part have set their hands and seals this 1st day of May 1988.

BOOK 1086 PAGE 199

STATE OF MISSOURI )  
COUNTY OF JACKSON ) SS:

On this 28 day of March, 1972 before me, the undersigned, a Notary Public in and for said County and State, personally appeared LAWRENCE A. WICKHAM and DIANA E. WICKHAM, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written:

*Max Von Erdmannsdorff*  
NOTARY PUBLIC  
Max Von Erdmannsdorff  
FOR CLAY COUNTY - AN ADJOINING  
COUNTY

My Commission Expires:  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES AUG. 5, 1974



ADDENDUM

Nothing herein shall be construed to give second party any right or privilege to interfere with first party's improvement of the land or with a filling operation contemplated by first parties. It is understood that such filling may be

Clay County, Missouri  
Unofficial Document





**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-803665-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.

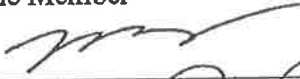
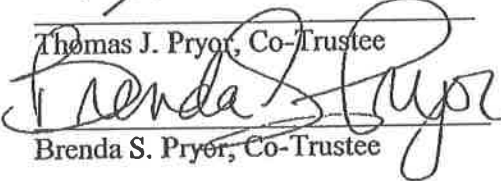


**AFFIDAVIT  
FIRST AMERICAN TITLE INSURANCE COMPANY**

The undersigned makes this affidavit for the purpose of inducing First American Title Insurance Company under Commitment No. NCS-803665-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.

Pryor Trust, L.L.C.

By: Thomas J. Pryor and Brenda S. Pryor Trust,  
Sole Member

  
Thomas J. Pryor, Co-Trustee  
  
Brenda S. Pryor, Co-Trustee

STATE OF MISSOURI     )

) ss

COUNTY OF CLAY     )

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 13 day of December, 2016.

  
Notary Public  
Print Name: ARLA J. EDELBAUM

My Commission Expires:

5/20/2017

**ARLA J. EDELBAUM**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Platte County  
My Commission Expires: 5/20/2017  
Commission # 13703019



**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**

File No: NCS-803665-KCTY  
 Escrow Officer: Tina M. Duncan/TD  
 Settlement Date:  
 Disbursement Date: 12/14/2016

Property:  
 405 NE 70th Street, Gladstone, MO 64118  
 Lot: 1-3

Buyer:  
 The City of Gladstone, Missouri  
 7010 North Holmes Street, Gladstone, MO 64118

Seller:  
 Pryor Trust, L.L.C.  
 405 NE 70th Street, Gladstone, MO 64118

Buyer Charge	Buyer Credit	Description	Seller Charge	Seller Credit
		<b>Consideration</b>		
290,000.00		<b>Total Consideration</b>		290,000.00
		<b>Prorations</b>		
223.73		County Taxes 12/14/16 to 12/31/16 @\$4,803.71/yr		223.73
		<b>Payoff Loan(s)</b>		
		<b>Lender: KCB Bank</b>		
		Loan Payoff to KCB Bank	25,024.00	
		<b>Title/Escrow Charges</b>		
1,000.00		Closing-Coordination Fee to First American Title Insurance Company		
1,005.00		Policy-Extended ALTA 2006 Owner's to First American Title Insurance Company National Commercial Services		
33.00		Record Special Warranty Deed to Clay County Recorder of Deeds		
10.00		Recording Miscellaneous 2 e-filing Fees		
36.00		Record Miscellaneous Parking Agreement to Clay County Recorder of Deeds		
		<b>Disbursements Paid</b>		
		<b>Miscellaneous Disbursement</b>		
		Tenant Expense Reimbursement to Pryor Appraisal Services, Inc.	45,000.00	
		<b>Property Tax Check</b>		
		Property Taxes to Clay County Collector	4,803.71	
	292,307.73	Cash (X From) ( To) Buyer		
		Cash (X To) ( From) Seller	215,396.02	
292,307.73	292,307.73	<b>Totals</b>	290,223.73	290,223.73

*Final Settlement Statement*

Settlement Date:

File No: NCS-803665-KCTY

Officer:

Tina M. Duncan/TD

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.

BUYER(S):

SELLER(S):

The City of Gladstone, Missouri, a Missouri corporation

Pryor Trust, L.L.C., a Missouri limited liability company

By: 

Name: Scott W. Pryor

Title: City Manager

By: Thomas J. Pryor and Brenda S. Pryor  
Trust, Sole Member

By: 

Name: Thomas J. Pryor

Title: Co-Trustee

By: 

Name: Brenda S. Pryor

Title: Co-Trustee

First American Title Insurance Company National  
Commercial Services

By: 

Tina M. Duncan

When Recorded Return To: Tina Duncan  
First American Title Insurance Company  
National Commercial Services  
1201 Walnut, Suite 700  
Kansas City, MO 64106  
File No: NCS 803665

**Title of Document:** Parking Agreement

**Date of Document:** December 12, 2016

**Grantor(s):** City of Gladstone, Missouri  
**And Address:** 405 NE 70<sup>th</sup> Street  
Gladstone, Missouri 64118

**Grantee(s):** Pryor Trust, LLC  
**And Address:** 7010 North Holmes Street  
Gladstone, Missouri 64118

**Legal Description.**

**TRACT 1:**

A TRACT OF LAND IN A PORTION OF LOTS 1 AND 2, BLOCK 25, LINDEN, A SUBDIVISION IN GLADSTONE, CLAY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S 89°37'44" E ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID LOTS 1 AND 2 S 00°30'41" W, A DISTANCE OF 80.00 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 N 89°37'44" W, A DISTANCE OF 80.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE ON THE WEST LINE OF SAID LOTS 1 AND 2 N 00°30'41" E, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 6,400 SQUARE FEET OR 0.15 ACRE, MORE OR LESS.

**TRACT 2:**

A TRACT OF LAND IN A PORTION OF LOTS 1, 2 AND 3, BLOCK 25, LINDEN, A SUBDIVISION IN GLADSTONE, CLAY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S 89°37'44" E ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING ALONG SAID NORTH LINE S 89°37'44" E, A DISTANCE OF 43.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF SAID LOTS 1, 2 AND 3 S 00°25'15" W, A DISTANCE OF 160.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3 N 89°50'09" W, A DISTANCE OF 124.17 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ON THE WEST LINE OF SAID LOTS 2 AND 3 N 00°30'41" E, A DISTANCE OF 80.83 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 S 89°37'44" E, A DISTANCE OF 80.00 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID LOTS 1, 2 AND 3 N 00°30'41" E, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 13,522 SQUARE FEET OR 0.31 ACRE, MORE OR LESS.

**Reference Book and Page(s):**

Recorded in Clay County, Missouri

Date and Time: 12/14/2016 at 12:43:04 PM

Instrument Number: 2016044599

Book: 7871 Page: 68

Instrument Type: AGR

Page Count: 6

Recording Fee: \$39.00 S



Electronically Recorded

Katee Porter, Recorder

**Title of Document:** Parking Agreement

**Date of Document:** December 12, 2016

**Grantor(s):** City of Gladstone, Missouri  
**And Address:** 405 NE 70<sup>th</sup> Street  
Gladstone, Missouri 64118

**Grantee(s):** Pryor Trust, LLC  
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CONTAINS 6,400 SQUARE FEET OR 0.15 ACRE, MORE OR LESS.

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COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S 89°37'44" E ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING ALONG SAID NORTH LINE S 89°37'44" E, A DISTANCE OF 43.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF SAID LOTS 1, 2 AND 3 S 00°25'15" W, A DISTANCE OF 160.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3 N 89°50'09" W, A DISTANCE OF 124.17 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ON THE WEST LINE OF SAID LOTS 2 AND 3 N 00°30'41" E, A DISTANCE OF 80.83 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 S 89°37'44" E, A DISTANCE OF 80.00 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID LOTS 1, 2 AND 3 N 00°30'41" E, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 13,522 SQUARE FEET OR 0.31 ACRE, MORE OR LESS.

**Reference Book and Page(s):**

When Recorded Return To: Tina Durca  
First American Title Insurance Company  
National Commercial Services  
1201 Walnut, Suite 700  
Kansas City, MO 64106  
File No: NCS 803665

## Parking Agreement

This PARKING AGREEMENT ("Agreement") is made and entered into by the City of Gladstone, Missouri, ("Gladstone") a municipal corporation of the third class, and Pryor Trust, LLC ("Pryor") on this 12 day of ~~November~~, 2016. The term "Parties" is used herein to refer both the City of Gladstone and Pryor Trust, LLC. **DECEMBER**

### RECITALS:

- A. The Parties have entered in a Real Estate Sales Contract ("Contract") for the purchase of property located in Clay County, Missouri generally, the east 45' of Lot 1, the south 40' and the east 45' of Lot 2, and all of Lot 3, Block 25, Linden, as more specifically described in Exhibit A of the Contract.
- B. The Parties hereto desire to make and enter into this Agreement for the purpose of ensuring that adequate parking spaces are available for the use of Pryor during usual business hours.
- C. The Parties desire and intend to hereby attach this Agreement to the Real Estate Sales Contract as Exhibit C and have said Agreement run with land generally described as Lot 1, 2, and 3, Block 25, Linden, Gladstone, Clay County, Missouri.

### AGREEMENTS:

In consideration of the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the respective parties, Gladstone as the owner of portions of Lots 1, 2, and 3, Block 25, Linden, Gladstone, Clay County, Missouri ("Tract 2") and Pryor as owner of portions of Lots 1 and 2, Block 25, Linden, Gladstone, Clay County, Missouri ("Tract 1"), it is agreed as follows:

1. **Legal Description:** The property subject to this Agreement is more fully described as:  
TRACT 1:

A TRACT OF LAND IN A PORTION OF LOTS 1 AND 2, BLOCK 25,  
LINDEN, A SUBDIVISION IN GLADSTONE, CLAY COUNTY, MISSOURI,  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1;  
THENCE S 89°37'44" E ALONG THE NORTH LINE OF SAID LOT 1,  
A DISTANCE OF 80.00 FEET; THENCE PARALLEL WITH THE  
WEST LINE OF SAID LOTS 1 AND 2 S 00°30'41" W, A DISTANCE OF  
80.00 FEET; THENCE PARALLEL WITH THE NORTH LINE OF  
SAID LOT 1 N 89°37'44" W, A DISTANCE OF 80.00 FEET TO A  
POINT ON THE WEST LINE OF SAID LOT 2; THENCE ON THE  
WEST LINE OF SAID LOTS 1 AND 2 N 00°30'41" E, A DISTANCE OF  
80.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 6,400 SQUARE FEET OR 0.15 ACRE, MORE OR LESS.

**FOREIGN INVESTMENT REAL PROPERTY TAX ACT  
AFFIDAVIT OF SELLER  
THAT IT IS NOT A FOREIGN PERSON/ENTITY  
NCS-803665-KCTY**

Section 1445 of the Internal Revenue Code provides that a Transferee/Purchaser of a real property interest must withhold Fifteen percent (15%) of the proceeds of the transaction if the Transferor/Seller is a foreign person or foreign entity, as described in the Internal Revenue Code. IRC 1445 defines a "foreign person" as "any person other than a United States person". A United States person includes a United States citizen, a permanent resident alien who holds a permanent resident visa, and resident aliens who meet the "substantial presence" test. Resident aliens who do not hold permanent resident visas should seek legal advice to determine if they are "foreign person" or "United States persons" for purposes of Internal Revenue Code 1445.

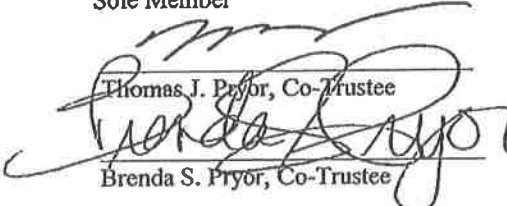
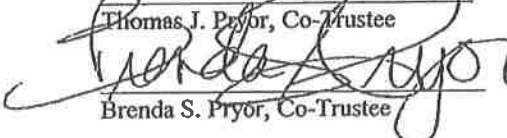
To inform Transferee that withholding of proceeds is not required upon conveyance of the real estate described in below ("Real Estate"), the undersigned ("Transferor") being first duly sworn, hereby deposes and states:

1. Transferor(s) is/are the owner(s) of the real property commonly known as: 405 NE 70th Street, Gladstone Missouri
2. Transferor(s) is/are a United States person(s) and not a foreign person/company within the definition Internal Revenue Code 1445 as described above.
3. Transferor's United States Taxpayer Identification Number is: [REDACTED]
4. Transferor(s) understand(s) that the information contained herein may be disclosed to the Internal Revenue Service, and that the Transferee intends to rely on the foregoing representations.
5. Transferors(s) hereby declare(s) under penalty of perjury that the information contained herein is true and correct and understands that any false statement made herein is punishable by fine, imprisonment or both.
6. Transferor(s) address is: 405 NE 70th Street, Gladstone, Missouri 64118

Executed this 13<sup>th</sup> day of December, 2016.

Pryor Trust, L.L.C.

By: Thomas J. Pryor and Brenda S. Pryor Trust,  
Sole Member


  
Thomas J. Pryor, Co-Trustee  
  
Brenda S. Pryor, Co-Trustee

STATE OF MISSOURI )

)ss:

COUNTY OF CLAY )

Subscribed and sworn to before me, a Notary Public in and for the County and State aforesaid, on the 13 day of December, 2016.

  
Notary Public

Notary's Printed Name ARLA J. EDELBAUM

My Commission Expires: 5/20/2017

ARLA J. EDELBAUM  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Platte County  
My Commission Expires: 5/20/2017  
Commission # 13703019

# PRYOR TRUST, L.L.C.

405 NE 70<sup>TH</sup> STREET, GLADSTONE, MISSOURI 64118

PHONE: (816) 436-7743

FAX: (816) 436-9468

[tom@pryorappraisals.com](mailto:tom@pryorappraisals.com)

November 29, 2016

Scott Wingerson  
City Manager  
City of Gladstone

And

Tina Duncan  
Commercial escrow Officer  
First American Title Insurance Company

RE: Land sale for 405 NE 70<sup>th</sup> Street.  
Pryor Trust, LLC to the City of Gladstone.

Pryor Appraisal Services, Inc. has been a tenant at 405 NE 70<sup>th</sup> Street for more than 23 years. This letter is to acknowledge the tenant expense reimbursement for Pryor Appraisal Services, Inc. over that time in the amount of \$45,000. Please reflect this expense on the closing statement.



Thomas Pryor, member of Pryor Trust, LLC



Seller Proceeds Disbursement Instructions

Re: #NCS 803663 KCTY  
Seller: Pryor Trust, L.L.C.

Please disburse seller proceeds pursuant to the following instructions:

\_\_\_\_\_ Check to be picked up by \_\_\_\_\_

\_\_\_\_\_ Check to be mailed to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

X

Wire Proceeds to:

Bank Name First Bank of Missouri

Bank Address: 7001 N. Oak, Gladstone, mo 64118

Routing Number 101001018

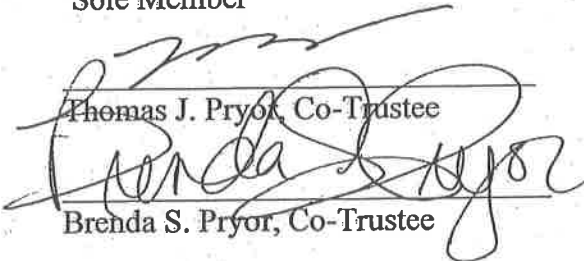
Account Name Pryor Trust, LLC

Account Number 140140033881

Date: 12-13-16

Pryor Trust, L.L.C.

By: Thomas J. Pryor and Brenda S. Pryor Trust,  
Sole Member

  
Thomas J. Pryor, Co-Trustee

Brenda S. Pryor, Co-Trustee

NOTARY ACKNOWLEDGMENT

State of Missouri

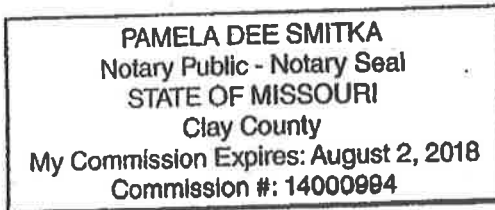
County of Clay (SS)

On this 13 day of December, 2016, before me, the undersigned notary public, personally appeared Thomas J. Pryor, Co-Trustee of Thomas J. Pryor and Brenda S. Pryor Trust, known to me, or who proved to me, to be the person whose name is subscribed to the within instrument and acknowledged to be the sole member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

In witness whereof, I hereunto set my hand and official seal.

Pamela Dee Smitka  
Notary Public  
Print Name PAMELA DEE SMITKA

My commission expires: August 2, 2018



NOTARY ACKNOWLEDGMENT

STATE OF Missouri )

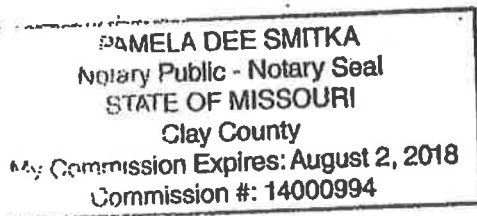
COUNTY OF Clay ) ss

On this 13 day of December, 2016, before me, appeared Scott Winger to me personally known, who being by me duly sworn, did say that he is the City Manager of City of Gladstone, and that said instrument was signed in behalf of said City by authority of its City Council, and said City Manager 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 Clay County, Missouri the day and year last above written.

Pamela Dee Smitka  
Notary Public  
Print Name PAMELA DEE SMITKA

My commission expires:



NOTARY ACKNOWLEDGMENT

STATE OF Missouri )

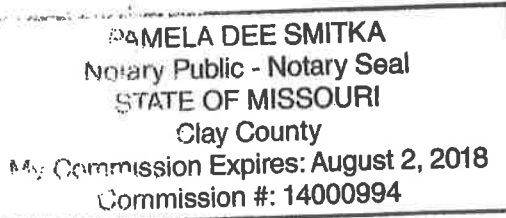
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Pamela Dee Smitka  
Notary Public  
Print Name PAMELA DEE SMITKA

My commission expires:





NOTARY ACKNOWLEDGMENT

State of Missouri

County of Clay (SS)

On this 13 day of December, 2016, before me, the undersigned notary public, personally appeared Thomas J. Pryor, Co-Trustee of Thomas J. Pryor and Brenda S. Pryor Trust, known to me, or who proved to me, to be the person whose name is subscribed to the within instrument and acknowledged to be the sole member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

In witness whereof, I hereunto set my hand and official seal.

Pamela Dee Smitka  
Notary Public  
Print Name PAMELA DEE SMITKA

My commission expires: August 2, 2018

