

K461094

CONTRACT TO SELL AND PURCHASE

K1030P 515

THIS CONTRACT, made and entered into this 16th day of SEPTEMBER,
1980, by and between the LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF
KANSAS CITY, MISSOURI, (hereinafter called the "Seller"), and TOWER
MANAGEMENT, INC., an Ohio corporation,
(hereinafter called the "Purchaser");

W I T N E S S E T H

THAT THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I

Conveyance Agreement

Subject to all the provisions of this Contract, and for the purchase price hereinafter
set forth, the Seller agrees to sell and convey by warranty deed and the Purchaser
agrees to purchase and accept conveyance of title to all that certain parcel of land
in the EASTSIDE Urban Renewal Area, County of
Jackson, City of Kansas City, State of Missouri, (herein referred to as the "Property"),
more particularly described as follows:

(SEE PAGE 1a for LEGAL DESCRIPTION)

The real property comprising the Property will be conveyed by the Seller by
warranty deed, substantially in the form of Exhibit 1 attached hereto and made a part
hereof, subject to the covenants, restrictions and controls set forth in the Contract
and in Exhibit 1 and such covenants, restrictions and controls shall not be considered
as affecting the marketability or warranty of the title thereto to be conveyed by the
Seller.

LEGAL DESCRIPTION

K1C30P 516

EAST SIDE URBAN RENEWAL TRACT 13:

All or portions of LOTS 1 thru 5, both inclusive, HURST'S SUBDIVISION OF LOT 12 & OF THE N. PART OF LOT 11 OF M. M. EVANS' 1st ADDITION TO KANSAS CITY, a subdivision; portions of LOTS 10 and 11, BLOCK 2, and all of LOTS 1 thru 6, BLOCK 3, M. M. EVANS' 1st ADDITION TO THE CITY OF KANSAS, a subdivision; a portion of LOT F, RESURVEY OF LOTS NUMBER FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8) and NINE (9), BLOCK NUMBER TWO (2), M. M. EVANS' 1st ADDITION TO THE CITY OF KANSAS, a subdivision, and all of LOTS 1 thru 12, both inclusive, except that part of LOT 12, taken for 8th Street, BLOCK 4, PEERY PLACE, a subdivision, and a portion of vacated Holmes Street, all in Kansas City, Jackson County, Missouri, and all being more particularly described as metes and bounds as follows: Beginning at the intersection of the West right-of-way line of Charlotte Street with the South right-of-way line of 8th Street, as both are now established; thence West along said South right-of-way line 380.50 feet, more or less, to the Easterly right-of-way line of Holmes Street, as established by Ordinance No. 32895, passed July 15, 1966; thence Westerly, Southerly, and Southeasterly along said Easterly right-of-way line, being a curve to the left, tangent to the South right-of-way line of said 8th Street and having a radius of 30.00 feet, an arc distance of 62.33 feet; thence Southeasterly along the Easterly right-of-way line of said Holmes Street, tangent to the last described curve 260.13 feet; thence Southeasterly along said Easterly right-of-way line, being a curve to the left, tangent to the last described course and having a radius of 25.00 feet, an arc distance of 26.74 feet to the Northerly right-of-way line of 9th Street, as established by Ordinance No. 21967, passed February 9, 1903; thence Easterly along said Northerly right-of-way line 62.0 feet, more or less, to an angle point in said Northerly right-of-way line; thence Northeasterly along the Northerly right-of-way line of said 9th Street, as established by Ordinance No. 32895, passed July 15, 1966, a distance of 200 feet, more or less, to the West right-of-way line of said Charlotte Street; thence North along said West right-of-way line 277.3 feet, more or less, to the point of beginning.

ARTICLE II

K1030P 517

Purchase Price

The purchase price for the Property to be conveyed by the Seller pursuant to this agreement shall be THREE HUNDRED TWELVE THOUSAND AND NO/100
DOLLARS ***** (\$ 312,000.00),
and shall be paid to the Seller by the Purchaser in the following manner:

The total amount of the purchase price shall be paid to the Seller by the Purchaser at the time of settlement as hereinafter provided.

Any good faith deposit or other security deposited with the Seller by the Purchaser to secure this agreement shall be retained by the Seller until completion of the improvements on the Property, as determined by the Seller, at which time such deposit or security shall be returned to the Purchaser; provided, however, that the deposit or security may be applied on the purchase price at the time of settlement, or shall be returned to the Purchaser after the time of settlement, provided the Purchaser has submitted to the Seller the following:

- (a) Copy, certified by an authorized representative of the Purchaser to be true and correct, of the commitment or commitments obtained by the Purchaser for the mortgage loan or loans to assist in financing the construction of the improvements.
- (b) Evidence satisfactory to the Seller that the interim mortgage loan to assist in financing the construction of the improvements has been initially closed.
- (c) Copy, certified by an authorized representative of the Purchaser to be true and correct, of the contract between the Purchaser and the general contractor for the construction of the improvements.
- (d) Copy, certified by an authorized representative of the Purchaser to be true and correct, of the contract bond provided by the general contractor in connection with the contract for the construction of the improvements, which contract bond shall be in a penal sum equal to not less than ten percent of the contract price under the construction contract.

ARTICLE IIICondition of Property at Time of Delivery

This Contract contemplates that the Seller shall proceed with the demolition and clearance of all structures from the Property in accordance with the Urban Renewal Plan for the EASTSIDE Urban Renewal Area, dated as amended OCTOBER 25, 1960, adopted by the City Council of Kansas City, Missouri, on JUNE 13, 1958, and JUNE 21, 1963 by Ordinance Nos. 22763 & 28849 which appears of record and on file in the Office of the City Clerk. The Plan so described, and as amended from time to time, is referred to herein as the "Urban Renewal Plan."

Possession of the Property shall be relinquished and delivered to the Purchaser by the Seller on the date fixed pursuant to the terms of this Contract with all existing buildings and structures demolished and the resulting grade conformed to that of the remainder of the tract.

All site improvements as provided in the said Urban Renewal Plan will be installed and completed by the Seller substantially in accordance with the said Urban Renewal Plan as soon as practicable after the delivery of possession to the Purchaser to permit the coordination of such improvements with the new development for the Property and to protect the new street improvements from damage by heavy construction equipment used in the construction of such new development.

ARTICLE IV

Title Information to be Made Available by Seller

K1030P 519

Upon request in writing by the Purchaser at any time prior to the date of settlement, the Seller shall make available for examination by the Purchaser all title and other pertinent information relating to the Property which may then be held by or available to the Seller.

ARTICLE V

Examination of Title and Correction of Defects

(a) The Purchaser shall have thirty (30) days from the date the title information is made available by the Seller in accordance with Article IV to examine the title to the Property and satisfy itself as to the marketability of such title and that said Property is free from encumbrances other than as set forth in Exhibit I and in this Contract. All matters which would prevent conveyance of the title to the Property as herein provided, or which affect the marketability of said Title, or which discloses encumbrances against the said Property other than as disclosed in this Contract and in Exhibit I, or which would constitute, if not cured, noncompliance by the Seller with the terms and provisions of this Contract shall be presented in writing by the Purchaser to the Seller within such 30-day period. The Purchaser shall be deemed to have waived any and all such objections which are not presented by it to the Seller within such 30-day period.

(b) The Seller shall have sixty (60) days to cure any objections thus presented to it by the Purchaser as hereinbefore provided, unless the time therefor is extended by written agreement between the Seller and the Purchaser. If any objection as presented by the Purchaser in accordance with the provisions of this Article V is not thus cured, or is not waived by the Purchaser, then the Purchaser shall not be required to proceed with the purchase of the Property under the terms of this Contract, and the deposits thereto made shall be returned.

ARTICLE VI

Settlement and Delivery of Possession

Settlement for the conveyance of the Property under the terms of this Contract shall be made on a date designated in writing by the Seller, which date shall not be prior to approval by the Seller of the submission required by Article VII hereof, and shall be not more than 12 months from the date of this Contract, unless such limitation of time shall be extended by mutual agreement of the parties hereto. Written notice of the date of settlement so designated by the Seller shall be furnished to the Purchaser not less than 30 days prior to such date. Settlement shall be made at 10:00 A.M., C.S.T., on the date fixed as hereinbefore provided at the Offices of the Seller, 318 Argyle Building, 306 East 12th Street, Kansas City, Missouri, by effecting the following transactions, all of which shall be consummated substantially at the same time, to wit:

- (a) Against appropriate receipt therefor, the Purchaser shall pay to the Seller either by cashier's check or in such other form as may be satisfactory to the Seller the sum of THREE HUNDRED TWELVE THOUSAND AND NO/100 DOLLARS ***** (\$312,000.00), as the purchase price provided herein. In the event any deposit previously made with the Seller by the Purchaser is applied to the purchase price in accordance with the provisions of ARTICLE II hereof, then the sum to be paid by the Purchaser at the time of settlement shall be reduced accordingly.
- (b) The Seller shall deliver to the Purchaser a duly executed warranty deed or deeds conveying the Property substantially in the form of Exhibit 1, delivery of which shall be effected by filing the same for recordation with the Recorder of Deeds, Jackson County, Missouri.
- (c) Any Federal Stamps required to be placed on the above mentioned deed or deeds, shall be paid for by the Purchaser.
- (d) The Purchaser shall pay the cost of recording the said deed or deeds.
- (e) At the time of settlement, the Seller shall forthwith deliver possession of the Property to the Purchaser.

ARTICLE VII

Approval of Plans

Plans and specifications for the improvements on the Property shall conform to the Urban Renewal Plan, and shall substantially conform to the Proposal submitted to the Seller for purchase and development of the Property. For the purpose of assuring such conformity, the Purchaser shall, within THREE (3) months from the date of this Contract submit to the Seller for approval (1) a final development plan, including plans and specifications for improvements on the Property, conforming to the provisions of this Contract and the Urban Renewal Plan, (2) final evidence of the availability of construction funds, (3) a statement of intent to begin construction within sixty (60) days from the date of approval of such submission by the Seller, and (4) a proposed progress schedule for the completion of such improvements. Such limitation of time for such submissions may be extended by mutual agreement of the parties hereto provided that the Purchaser shall deposit with the Seller as an additional good faith deposit under the terms of this Contract an amount in cash or appropriate securities equal to five percent of the total purchase price recited in ARTICLE II for each such extension. Unless such plans and schedule are formally rejected by the Seller within thirty (30) days following such submission, they shall be deemed approved. Upon formal rejection within such period and a statement of the reasons therefor, the Purchaser shall submit revised plans and schedule in conformity with this Contract and the Urban Renewal Plan, and the provisions herein for acceptance or rejection shall apply also to such revised plans and schedule.

ARTICLE VIII

Termination and Liquidated Damages

K1030P 521

In the event the Purchaser shall default in the performance of the obligations on its part in completing settlement pursuant to ARTICLE VI, or in completing the submission pursuant to ARTICLE VII of this Contract, this Contract shall terminate and all rights of the Purchaser hereunder shall cease and the Seller shall retain the deposit or security in the amount of (\$ 15,600.00) heretofore deposited with it by the Purchaser, as liquidated damages, it being understood and agreed that the retention of said sum as liquidated damages shall not preclude any legal or equitable remedy which the Seller would otherwise have against the Purchaser for such default. Pending the application of the said sum of (\$ 15,600.00) heretofore deposited by the Purchaser with the Seller, as part of the purchase price of the said property as hereinbefore provided, or the return of such sum to the Purchaser in accordance with the provisions of this Contract, or the application of such sum as liquidated damages in accordance with the provisions of this ARTICLE VIII, such sum shall be held by the Seller as in escrow, separate and apart from and not commingled with any other funds of the Seller, but may be temporarily invested by the Seller in United States Treasury Bills.

ARTICLE IX.

Uses, Restrictions, and Controls

(a) The Purchaser, for itself and its successors and assigns of the Property or any part thereof, covenants as follows, and agrees that such covenants are and shall be covenants running with the land.

- (1) That the Property shall be devoted to, and only to, the uses specified in the Urban Renewal Plan.
- (2) That it will diligently prosecute the construction of the improvements and buildings on the Property as provided in the Proposal submitted to the Seller for the purchase of the Property for development and in the submission approved by the Seller pursuant to ARTICLE VII hereof, (herein called the "Improvements"), which construction shall be started within sixty (60) days from the date of approval by the Seller of the submission required by ARTICLE VII hereof, and shall be completed within two years from such date; provided, that upon completion of the Improvements the Seller shall, upon request by the Purchaser, execute and deliver to the Purchaser, without cost or charge, a release of all responsibility of and claims against the Purchaser under this subsection, in a form satisfactory for recording.
- (3) That it will not discriminate upon the basis of race, color, religion, sex, or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

- (4) All advertising (including signs) for sale and/or rental of the whole or any part of the Property shall include the legend, "An Open Occupancy Building" in type or lettering of easily legible size and design. The word "Area" or "Development" may be substituted for the word "Building" where circumstances require such substitution.

(b) The covenants and agreements set forth in subparagraph (a) (1) of this ARTICLE IX shall remain in effect for the duration of the period of the Urban Renewal Plan, and any renewal period or periods thereof, at the end of which time they shall cease and determine, it being expressly understood and agreed that the covenants and agreements set forth in subparagraph (a) (3) shall remain in effect without limitation as to time; provided that the covenants and agreements set forth in this ARTICLE IX shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Seller, its successors and assigns, the City and any successor in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan and the United States (in the case of the covenant provided in subdivision (3), paragraph (a), against the Redeveloper, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein and any party in possession or occupancy of the Property or any part thereof; provided, that such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest to the Property, and every part thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the Property or part thereof. The terms "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in the Agreement shall include the land and all building, housing and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

In amplification, and not in restriction of, the provisions of this paragraph, it is intended and agreed that the Seller and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in subparagraph (a) hereof, and the United States shall be deemed a beneficiary of the covenant provided in subparagraph (a)(3) hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state), run in favor of the Seller and the United States, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Seller or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Seller shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in subparagraph (a)(3) hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce

the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

(c) Notwithstanding any other provisions of this Contract, the obligations imposed by subparagraph (a)(2) of this ARTICLE shall not extend or apply to any of the following, or their successors or assigns; provided, that such exceptions shall not be construed to relieve or suspend the Purchaser or its successors or assigns in any manner from the obligations or limitations imposed by this ARTICLE:

- (1) Any holder or holders of any mortgage or encumbrance on or affecting the Property, or any trustee or trustees under any such mortgage or encumbrance.
- (2) Any purchaser or purchasers at foreclosure, judicial, or other sale, under or pursuant to any such mortgage or encumbrance.
- (3) Any guarantor or guarantors, insurer or insurers of any obligation or condition secured by any such mortgage or encumbrance.

ARTICLE X

Alienation Prior to Completion of Improvements

Purchaser, for itself and its successors and assigns, covenants and agrees that, except by way of mortgage or trust security only, it will not and shall not, prior to completion of the Improvements on the Property, make any total or partial sale, assignment, transfer or conveyance of, or create any trust or power in or upon this Contract or any right or rights thereunder, of the Property or any part or parts thereof, or any interest or interests therein except upon compliance with the following:

- (a) The grantee or grantees shall have been approved as such in writing by the Seller.
- (b) The grantee or grantees, by valid instrument in writing shall have expressly assumed for themselves and their successors and assigns, all obligations of and limitations upon the Purchaser under this Contract relating to the part or parts of the Property which is the subject of the conveyance or alienation.
- (c) The consideration payable by the grantee or grantees, or on their behalf shall not exceed an amount representing the actual cost (including carrying charges) to the Purchaser of the Property (or allocable to the part thereof or interest therein transferred) and the Improvements, if any, theretofore made thereon by it; it being the intent of this provision to preclude assignment of this Contract or transfer of the Property (or any parts thereof other than those referred to in ARTICLE IX, paragraph (a)(2) for profit prior to the completion of the Improvements and to provide that in the event any such assignment or transfer is made (and is not canceled), the Seller shall be entitled to increase the Purchase Price to the Purchaser by the amount that the consideration

payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this subdivision (c), and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the Seller.

K1030P 524

Provided, that the conveyance or alienation under the foregoing provisions of this ARTICLE X shall not relieve the Purchaser from any obligation under the terms of this Contract.

In order to effect and carry out the intent and purpose of this ARTICLE X, the Purchaser, for itself and its successors and assigns, further covenants and agrees that prior to completion of improvements on the Property or any parts thereof, there shall be no transfer, without the prior written approval of the Seller, by any party owning ten percentum or more of the stock or other evidence of ownership or control of the Purchaser, of any part thereof or any interest therein, excepting only by way of security for the purpose of obtaining financing necessary to enable the Purchaser to perform its obligations to construct the improvements under the provisions of this Contract, or as may be specifically provided herein. The Purchaser represents that it has full authority to agree to the provisions of this ARTICLE X and to bind its stockholders and owners of other interest in the Purchaser.

In the event that subsequent to conveyance of the Property or any part thereof to the Purchaser and prior to completion of the Improvements as certified by the Seller,

- (a) The Purchaser shall default in or violate its obligations with respect to the construction of the improvements pursuant to ARTICLE IX hereof, or shall abandon or substantially suspend construction work, and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within three (3) months (six (6) months if the default is with respect to the date of completion of the improvements) after written demand by the Seller so to do; or
- (b) The Purchaser (or successor in interest) shall fail to pay real estate taxes or assessments on the Property, or shall place thereon any encumbrance or lien unauthorized by this Contract, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes, encumbrances or liens shall not have been paid, removed or discharged or provision satisfactory to the Seller made for such payment, removal or discharge, within ninety (90) days after written demand by the Seller so to do; or
- (c) there is, in violation of ARTICLE IX of this Contract, any transfer of the Property or any part thereof or interest therein, or any change in the ownership or distribution of the stock of the Purchaser, or with respect to the identity of the parties in control of the Purchaser or the

degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Seller to the Purchaser,

then the Seller shall have the right to re-enter and take possession of the Property and to terminate (and re-vest in the Seller) the estate conveyed by the Deed to the Purchaser, it being the intent of these provisions, together with other provisions of the Contract, that the conveyance of the Property to the Purchaser shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the Purchaser specified in the above subsections (a), (b) and (c) of this ARTICLE X, failure on the part of the Purchaser to remedy, end, or abrogate such default, failure, violation or other action or inaction, within the period and in the manner stated in such subsections, the Seller at its option may declare a termination in favor of the Seller of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Purchaser, and that such title and all rights and interests of the Purchaser, and any assigns or successors in interest to and in the Property, shall revert to the Seller: Provided, That such condition subsequent and any re-vesting of title as a result thereof in the Seller

- (1) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage authorized by the Contract, and (ii) any rights or interests provided in the Contract for the protection of the holders of such mortgages; and
- (2) shall not apply to those parcels, or parts of parcels, on which the Improvements have been completed in accordance with the Contract and for which a certificate of completion is issued pursuant to subsection (a)(2) of ARTICLE IX of this Contract.

Upon the re-vesting in the Seller of title to the Property or any part thereof as provided in ARTICLE X, the Seller shall, pursuant to its responsibilities under Missouri State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in ARTICLE X) as soon and in such manner as the Seller shall find feasible and consistent with the objectives of such law and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by the Seller) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the Seller and in accordance with the uses specified for such Property or part thereof in the Urban Renewal Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

- (a) First, to reimburse the Seller, on its own behalf, or on behalf of the City of Kansas City, Missouri, for all costs and expenses incurred by the Seller, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof

(but less any income derived by the Seller from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the Seller, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the Seller or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to the obligations, defaults, or acts of the Purchaser, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the Seller by the Purchaser and its successors or transferees; and

- (b) Second, to reimburse the Purchaser, its successors or transferees, up to the amount equal to (1) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in making any of the Improvements on the Property or part thereof, less (2) any gains or income withdrawn or made by it from the agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the Seller as its property.

ARTICLE XI

Nonmerger Clause

All of the terms, covenants, restrictions, and controls of this Contract, which by its terms involve a performance of any act or obligation after delivery of the deed to the Purchaser shall survive delivery of the deed to the Purchaser, it being intended that no provision of this Contract shall be deemed to be merged into any subsequent deed or conveyance of the Property from the Seller to the Purchaser and such subsequent deed shall not be deemed to affect or impair the obligations of this Contract.

ARTICLE XII

Notices

In any case where it shall be necessary or desirable for either party to give, deliver or serve upon the other party any notice, demand, or declaration, such notice, demand or declaration shall be in writing and shall be given, delivered or served upon

the other party by mailing the same by prepaid United States registered mail, addressed in the case of the Seller to Land Clearance for Redevelopment Authority of Kansas City, Missouri, 318 Argyle Building, 306 East 12th Street, Kansas City, Missouri, (64106), and in the case of the Purchaser to TOWER MANAGEMENT, INC., c/o Mr. B. Douglas Varner, GAGE AND TUCKER LAW FIRM, 2345 Grand, P. O. Box 23428, Kansas City, Mo. 64141. Any notices, demands, or declarations so given for the purpose of this Contract shall be deemed to have been given, delivered or served on the date of mailing.

ARTICLE XIII

Miscellaneous Provisions

Section I. Equal Employment Opportunity. The Purchaser, for itself, and its successors and assigns, agrees that it will include the following provisions of this Section I in every contract or purchase order which may hereafter be entered into between the Purchaser and any party (hereinafter in this Section called "Contractor") for or in connection with the construction of the Improvements, or any part thereof, provided for in the Agreement unless such contract or purchase order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965:

During the performance of this Contract, the Contractor agrees with the Purchaser as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Seller setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor

union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Contractor's books, records, and accounts, by the Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of Paragraphs (a) through (g) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any construction contract, subcontract, or purchase order as the Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency or the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purpose of including the foregoing provisions in any construction contract or purchase order, the terms "Seller," "Contractor," and "Purchaser" may be changed to reflect appropriately the name or designation of the parties to such contract or purchase order.

ARTICLE XIV

Non-Interest Provision

No Commissioner, official, or employee of the Seller shall have any personal interest, direct or indirect, in this Contract, nor shall any such Commissioner, official, or employee participate in any decision relating to this Contract which affects his personal interests or the interest of any Corporation, partnership, or association in which he is, directly or indirectly, interested. No Commissioner, official, or employee of the Seller shall be personally liable to the Contractor in the event of any default or breach by the Seller or for any amount which may become due to the Contractor or on any obligations under the terms of this Contract.

ARTICLE XV

Merger of Negotiations

All negotiations and agreements between the parties hereto and all persons who have acted on their behalf, are merged into this Contract, and this Contract contains within its terms and provisions all of the terms, provisions, stipulations and conditions agreed to by the parties with reference to the sale of the properties provided for herein.

SELLER

LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI

(SEAL)

ATTEST:


Secretary
Robert P. Turk

By 

CHAIRMAN, BOARD OF COMMISSIONERS
Jack R. Hammack

PURCHASER

TOWER MANAGEMENT, INC.,

(SEAL)

ATTEST:


Attesting Officer

By 

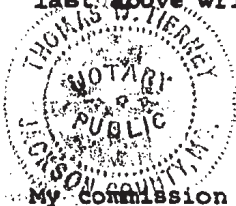
BURTON M. BONGARD
PRESIDENT & TREASURER

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

K1030P 530

On this 22 day of September, 1980, before me, appeared Jack R. Hammeck, to me personally known, who being by me duly sworn, did say that he is the Chairman of the Board of LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, a public corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said public corporation and that said instrument was signed and sealed in behalf of said public corporation by authority of its Board of Commissioners, and said Jack R. Hammeck acknowledged said instrument to be the free act and deed of said public corporation.

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



Notary Public within and for said
County and State

THOMAS W. TIERNEY.

My commission expires

STATE OF OHIO)
) SS.
COUNTY OF HAMILTON)

On this 17th day of September, 19 80, before me, appeared Burton M. Bongard, to me personally known, who being by me duly sworn, did say that he is the President and Treasurer of TOWER MANAGEMENT, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate 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 Burton M. Bongard acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public within and for said
County and State

My Commission expires

CHAS. E. WENTON, Jr., Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date, Section 147.03 R.C.

Exhibit 1

WARRANTY DEED

K1030P 531

THIS DEED WITNESSETH, THAT LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, a Public Corporation, organized and existing under the laws of the State of Missouri, Grantor, for and in consideration of the sum of _____

_____ (\$ _____) does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto _____ (Name) _____ (Mailing address) of _____ County, _____, Grantee, (its, their, his or her) successors and assigns, the following described land situate in Jackson County, Missouri, to-wit:

Subject to restrictions, easements, covenants and reservations now of record but including all the underlying fee title owned by Grantor to streets and alleys adjoining the described land.

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 said Grantee and unto (its, their, his or her) successors and assigns forever; said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee to the premises herein conveyed; that it has good right to convey the same; that said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims, and that it will warrant and defend the title to said premises unto said Grantee and unto (its, their, his or her) successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

The covenants running with the land and other agreements set forth in that certain Contract between the Grantor and Grantee, recorded in the Office of the Recorder of Deeds for Jackson County, at Kansas City, Missouri, on _____, 19____, as Document No. _____, in Book _____, Pages _____ through _____ are incorporated herein and made a part hereof.

In amplification, and not in restriction of the covenants set forth in the Contract above described, the Grantee covenants that it will not discriminate upon the basis of race, color, religion, sex, or national origin in the sale, lease or rental, or in the use or occupancy of the property

or any improvements erected or to be erected thereon, or any part thereof. This covenant shall run with the land in favor of the Grantor and the United States of America.

IN WITNESS WHEREOF, said Grantor has caused these presents to be executed under its seal, pursuant to due authority, this _____ day of _____, 19____.

LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI

(Corporate Seal)

ATTEST:

By _____
Chairman

Secretary

In the State of Missouri, County of Jackson, on this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ Chairman of the Land Clearance for Redevelopment Authority of Kansas City, Missouri in the foregoing deed, and that the seal thereto affixed is the Corporate Seal of said Public Corporation and that said deed was signed and sealed in behalf of said Public Corporation by authority of its Board of Commissioners and said _____ acknowledged said deed to be the free act and deed of said Public Corporation.

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

Notary Public

My Term Expires _____.

STATE OF MISSOURI) ss
JACKSON COUNTY)
I CERTIFY INSTRUMENT RECEIVED

1960 SEP 23 PM 3 40 .6

K1030P 515

RECORDED BOOK _____ PAGE _____
KAREN KUTLEY STUBBS
DIRECTOR OF RECORDS

E. Christman 39.00