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24621

AN ORDINANCE

THIS ORDINANCE EFFECTIVE
10 DAYS AFTER PASSAGE

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APPROVING AND AUTHORIZING THE ACTING DIRECTOR OF FINANCE TO EXECUTE A CONTRACT BETWEEN THE CITY OF KANSAS CITY, MISSOURI, AND LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, FOR THE PURCHASE BY THE CITY OF TRACT NO. 2, LOCATED AT THE NORTHEAST CORNER OF 12TH STREET AND CHERRY STREET, FOR A CONSIDERATION OF \$91,708; TRANSFERRING \$4,585.00 FROM THE CONTINGENT APPROPRIATION OF THE GENERAL FUND, ACCOUNT NO. 1-96100B, TO ACCOUNT NO. 1-95515B, 2D POLICE GARAGE, AS A TEMPORARY ADVANCE IN BEHALF OF KANSAS CITY POLICE STATION BONDS, 3D ISSUE, SERIES C, FOR THE DEPOSIT OF EARNEST MONEY; AND AUTHORIZING THE RETURN OF SAID ADVANCE TO THE GENERAL FUND FROM THE PROCEEDS OF THE SALE OF KANSAS CITY POLICE STATION BONDS, 3D ISSUE, SERIES C, WHEN SOLD.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Acting Director of Finance is hereby authorized to execute a contract between the City of Kansas City, Missouri, and the Land Clearance for Redevelopment Authority of Kansas City, Missouri, for the purchase by the City of Tract No. 2, located at the northeast corner of 12th Street and Cherry Street, in Kansas City, Missouri, from the Land Clearance for Redevelopment Authority of Kansas City, Missouri, for a consideration of \$91,708, said lands being more particularly described as Lots 53, 54, 55 and 56, in Block 18, Smart's Addition No. 3, a subdivision of Kansas City, Jackson County, Missouri, subject, however, to street uses for those parts of Lots 55 and 56 now in 12th Street. A copy of the form of said proposed contract is attached hereto and made a part hereof.

Section 2. That the sum of \$4,585.00 be and the same is hereby transferred from the Contingent Appropriation of the General Fund, Account No. 1-96100B, to Account No. 1-95515B, 2d Police Garage, and the Acting Director of Finance is authorized to deposit said sum with the Land Clearance for Redevelopment Authority as an earnest money deposit in accordance with the terms of said contract. Inasmuch as the said property is acquired for use in the first instance as a site for a police department garage facility, it is the intention of the Council that the purchase price thereof shall be paid out of Police Station Bond Fund, 3d Issue, Series C, the sale of which has been authorized but not concluded. Pending the sale of such bonds and the receipt of the proceeds of such sale, the earnest money deposit herein authorized is temporarily advanced from the Contingent Appropriation of the General Fund, and upon receipt of the proceeds of the sale of said bonds, said temporary advance shall

be returned to the General Fund, and this ordinance shall be deemed an appropriation of said amount from Kansas City Police Station Bond Fund, 3d Issue, Series C, for the purpose of said refund.

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing transfer is to be charged, sufficient to provide for said transfer.

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HARRY J. GORMAN

Acting Director of Finance

Reviewed by the City Manager:

Reed McKinley

City Manager

Approved as to form and legality:

BENJ. M. POWERS

Associate City Counselor

Authenticated as Passed this

DEC 23 1959

IL ROE BARILE

Mayor

Margaret Strahm
City Clerk

DALE M. GRAY

By

Deputy City Clerk

Form 2078 (S) - Law

STATE OF MISSOURI
City of Kansas City

ss.

I, MARGARET STRAHM, City Clerk of Kansas City, Missouri, hereby certify that the annexed and foregoing is a true and correct copy of an ordinance of said City, No. 24621 entitled: "An ordinance APPROVING AND AUTHORIZING THE ACTING DIRECTOR OF FINANCE TO EXECUTE A CONTRACT BETWEEN THE CITY OF KANSAS CITY, MISSOURI, AND LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, FOR THE PURCHASE BY THE CITY OF TRACT NO. 2, LOCATED AT THE NORTHEAST CORNER OF 12TH STREET AND CHERRY STREET, FOR A CONSIDERATION OF \$91,708; TRANSFERRING \$4,586.00 FROM THE CONTINGENT APPROPRIATION OF THE GENERAL FUND, ACCOUNT NO. 1-96100B, TO ACCOUNT NO. 1-95515B, 2D POLICE GARAGE, AS A TEMPORARY ADVANCE IN BEHALF OF KANSAS CITY POLICE STATION BONDS, 3D ISSUE, SERIES C, FOR THE DEPOSIT OF EARNEST MONEY; AND AUTHORIZING THE RETURN OF SAID ADVANCE TO THE GENERAL FUND FROM THE PROCEEDS OF THE SALE OF KANSAS CITY POLICE STATION BONDS, 3D ISSUE, SERIES C, WHEN SOLD."

On 23 day of December, 1959, the above was authenticated as passed and the same was duly filed in my office.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Kansas City, aforesaid, this 23 day of December, A. D., 19 60.

MARGARET STRAHM

City Clerk

Laetta Weaver
Deputy

CONTRACT TO SELL AND PURCHASE

THIS CONTRACT, made and entered into this 10th day of January, 1960, by and between the LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, (hereinafter called the "Seller"), and the CITY OF KANSAS CITY, MISSOURI (hereinafter called the "Purchaser"),

WITNESSETH:

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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 South Humboldt Redevelopment Project Area, County of Jackson, City of Kansas City, State of Missouri (herein referred to as the Project Property), more particularly described as follows:

Lots 53 through 56, inclusive, Block 18, Smart's Addition No. 3, a subdivision of Kansas City, Jackson County, Missouri, except that part of said Lots 55 and 56 now in 12th Street.

The real property comprising the Project 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 this 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.

ARTICLE II

Purchase Price

The purchase price for the property to be conveyed by the Seller pursuant to this agreement shall be NINETY-ONE THOUSAND, SEVEN-HUNDRED-EIGHT-AND-NO/100-DOLLARS-(\$91,708), and shall be paid to the Seller by the Purchaser in the following manner:

Concurrently with the execution and delivery of this agreement, FOUR THOUSAND, FIVE HUNDRED EIGHTY-FIVE AND 40/100 DOLLARS (\$4,585.40), to apply on said purchase price, has been deposited by the Purchaser with the Seller and receipt thereof is hereby acknowledged by the Seller.

The balance of said purchase price, amounting to EIGHTY-SEVEN THOUSAND, ONE HUNDRED TWENTY-TWO AND 60/100 DOLLARS (\$87,122.60), shall be paid to the Seller by the Purchaser at the time of settlement as hereinafter provided.

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ARTICLE III

Condition of Property at Time of Delivery

This contract contemplates that the Seller shall proceed with the demolition and clearance of all structures from the project property in accordance with the redevelopment plan for the South Humboldt Redevelopment Project, dated July 16, 1956, (approved by the City Council by Ordinance No. 20734 on September 21, 1956) (which plan has been recorded as Instrument No. B294908, in the office of Recorder of Deeds, Jackson County, Missouri, in Book B5169 at Page 86. The plan so described and as it may be hereafter amended from time to time is hereinafter referred to as the "Redevelopment Plan".)

Possession of the Project 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 removed from the property, and all rubbish and debris resulting from such demolition removed from the site.

All site improvements as provided in the said redevelopment plan will be installed and completed by the Seller substantially in accordance with the said redevelopment 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 project 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

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 project property which may then be held by or available to the Seller.

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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 project property and satisfy itself as to the marketability of such title and that said project property is free from encumbrance other than as set forth in Exhibit 1 and in this contract. All matters which would prevent conveyance of the title to the project property as herein provided, or which affect the marketability of said title, or which discloses encumbrances against the said project property other than as disclosed in this contract and in Exhibit 1, 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 project property under the terms of this contract, and the deposits theretofore made shall be returned.

ARTICLE VI

Settlement and Delivery of Possession

Settlement for the conveyance of the project 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 office of the Seller, 636 Argyle Building, 306 E. 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 EIGHTY-SEVEN THOUSAND, ONE HUNDRED TWENTY-TWO AND 60/100 DOLLARS (\$87,122.60), as the balance of the purchase price provided herein.
- (b) The Seller shall deliver to the Purchaser a duly executed warranty deed or deeds conveying the project 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 project property to the Purchaser.

ARTICLE VII

Plan of Development

It is understood and agreed that the Purchaser shall within six (6) months from the date of closing proceed with the development of the property to be conveyed hereunder for surface parking in connection with activities of the Kansas City Police Department, said development to be completed within twelve (12) months from the date of closing. Plans and specifications for said improvements (and any subsequent additional improvements) on the project property shall conform to the redevelopment plan.

ARTICLE VIII

Termination or Application of Deposit

It is understood and agreed that Purchaser must obtain funds to complete this purchase from the sale of Kansas City Police Station Bond Fund bonds, and that if a sale of said bonds in the amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) not be realized by the Purchaser within (12) months from the date of this contract, or such additional time as may be mutually agreed upon, then this contract shall terminate, the deposit of FOUR THOUSAND FIVE HUNDRED EIGHTY-FIVE AND

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40/100 DOLLARS (\$4,585.40) shall be returned to Purchaser and all rights of the Purchaser hereunder shall cease. Pending the application of the said sum of \$4,585.40 heretofore deposited by Purchaser with Seller as part of the purchase price of said property, as hereinbefore provided, 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 project 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 project property shall be devoted to, and only to, the uses specified in the redevelopment plan.
- (2) That it will not effect or execute any agreement, lease, conveyance, or other instrument whereby the project property, or any part thereof, is restricted upon the basis of race, creed, or color in the sale, lease, or occupancy thereof.

(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 redevelopment 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)(2) shall remain in effect without limitation as to time.

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 project property, make any total or partial sale, assignement, transfer or conveyance of, or create any trust or power in or upon this contract or any right or rights thereunder, of the project 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 project property which is the subject of the conveyance or alienation.

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.

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 project 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, 636 Argyle Building, 306 E. 12th Street, Kansas City, Missouri, and in the case of the Purchaser to Commissioner of Property and Insurance, Third Floor, City Hall. 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

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 interests 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 Purchaser in the event of any default or breach by the Seller or for any amount which may become due to the Purchaser or on any obligations under the terms of this contract.

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ARTICLE XIV

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 property provided for herein.

LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI

By Robert Z. McKinnon
CHAIRMAN, BOARD OF COMMISSIONERS

Secretary

CITY OF KANSAS CITY, MISSOURI

H. J. GORMAN
ACTING DIRECTOR OF FINANCE

By William H. Reed
BY ACTING DIRECTOR OF FINANCE
ASSISTANT DIRECTOR OF FINANCE

Approved as to form and legality:

APPROVED

R. M. James
Commissioner of Property
and Insurance

STATE OF MISSOURI)

) SS.

COUNTY OF JACKSON)

On this 15th day of January, 1960, 1959, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert L. Mehornay, Jr., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as Chairman, Board of Commissioners of Land Clearance for Redevelopment Authority of Kansas City, Missouri.

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



Robert L. Mehornay, Jr.
Notary Public

My Commission Expires Aug. 17, 1952

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STATE OF MISSOURI)

) SS.

COUNTY OF JACKSON)

On this 11th day of January, 1960, 1959, before me appeared Leslie H. Creel, Asst. Dir. of Finance, to me personally known, who being by me duly sworn did say that he is Assistant Director of Finance for the City of Kansas City, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, Kansas City, by authority of its Common Council, as evidenced by Ordinance No. 24621, passed December 23, 1959, and said Leslie H. Creel acknowledged said instrument to be the free act and deed of said corporation, Kansas City.

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



May M. Nandy
Notary Public
Jackson County, Missouri

My Commission will expire Oct 18 1960

Exhibit 1

WARRANTY DEED

THIS INDENTURE, Made on the _____ day of _____, A.D., One Thousand Nine Hundred and _____, by and between Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public corporation duly organized under the laws of the State of Missouri, party of the first part, and

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of the County of _____, State of _____, party of the second part:

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum of _____

(\$ _____), to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party of the second part, its successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the City of Kansas City, County of Jackson, and State of Missouri, to wit:

(Insert description of pertinent site or sites to be sold under the particular contract)

Subject however to easements and rights of way within the above described area of record on the date hereof.

The metes and bounds description of the aforesaid area (areas) is intended to define the boundaries of said area (areas) which will touch upon, but will not include, streets remaining or being in public use when and after certain dedications for the widening of streets in accordance with the Redevelopment Plan for the South Humboldt Redevelopment Project, dated July 16, 1956, shall have been accomplished. Nevertheless, it is the intention hereof to transfer first party's rights in all the underlying fee title to streets and alleys adjoining the described land owned by first party.

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

The covenants running with the land and other agreements set

LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI

SEAL

By

Chairman

Secretary

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

ss.

On this _____ day of _____

195 _____

before me appeared

by me duly sworn, did say that he is Chairman of the 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

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public corporation by authority of its Board of Commissioners, and said _____ 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.

My commission expires _____

June

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Nell Payne

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