

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$7,050,000.00 within the 2021 County Improvement Fund authorizing the County Executive to execute a commercial real estate sales contract with Park Holdings, Inc., of Wichita, KS, for the purchase of a property located at 7000 E. 40 Highway, Kansas City, MO, for use as the site for a new Jackson County Detention Center at a cost to the County not to exceed \$7,050,000.00.

RESOLUTION NO. 20721, July 12, 2021

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, as part of the 2021 budget, funds were reserved for the purpose of acquiring a site for a new Jackson County Detention Center; and,

WHEREAS, a suitable site has been identified at 7000 E. 40 Highway, Kansas City, MO, and the attached purchase and sale agreement for the identified site has been drafted and agreed to, subject to Legislative approval, by the seller and the County Administration, at an actual cost to the County in the amount not to exceed \$7,050,000.00; and,

WHEREAS, a transfer is needed to place the funds required for the site in the proper spending account; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer within the 2021 County Improvement Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
County Improvement Fund Special Projects in Public Works 013-1507	58060- Other Improvements		
Fac. Mgmt. New Detention Center 013-1214	58010- Land & Right of Way	\$7,050,000	\$7,050,000

BE IT FURTHER RESOLVED County Executive and other County officials be and hereby are authorized to execute the attached real estate sales contract with Park Holdings, Inc., of Wichita, KS, and any other documents necessary to give effect to the intent of this Ordinance; and,

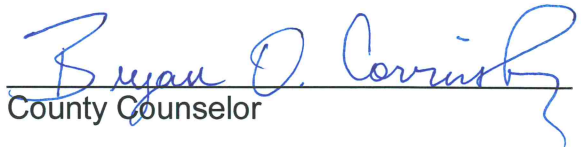
BE IT FUTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20721 of July 12, 2021, was duly passed on July 12, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8


Nays 0

Abstaining 0

Absent 1

7.12.2021

Date



Mary Jo Spino, Clerk of Legislature


Funds sufficient for this transfer are available from the source indicated below.

ACCOUNT NUMBER: 013 1507 58060
ACCOUNT TITLE: County Improvement Fund
Special Projects in Public Works
Other Improvements
NOT TO EXCEED: \$7,050,000.00

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 013 1214 58010
ACCOUNT TITLE: County Improvement Fund
Fac. Mgmt. New Detention Center
Land and Right of Way
NOT TO EXCEED: \$7,050,000.00

7/12/2021
Date


Chief Administrative Officer

COMMERCIAL REAL ESTATE SALES CONTRACT

1 **PARTIES:** This contract ("Contract") is made between:

2 **SELLER:** Park Holdings, Inc. and

3 **BUYER:** Jackson County, Missouri, and is effective as of the date of acceptance on the last signature on this Contract (the
4 "Effective Date").

5
6 **2. PROPERTY:** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate described in Exhibit A
7 (Legal Description) attached hereto, such to be verified by the Title Company and ALTA survey, together with any buildings and
8 improvements thereon, and all personal property used in the operation of the buildings and improvements, including, if any, all
9 mechanical systems, fixtures and equipment, heating, ventilating and air-conditioning equipment, electrical systems and lighting,
10 plumbing equipment and fixtures, floor coverings, storm windows and doors, screens and awnings, keys, and including the
11 following:

12 107.25 acres of ground on three (3) parcels, all of which is commonly known and numbered as 7000 E US Highway 40, in the
13 City of Kansas City in Jackson County, State of Missouri.

14
15 Such real estate and other property shall be collectively referred to in this Contract as the "Property".

16
17 **3. EXCEPTIONS:** The Property shall be subject, however, to the Permitted Exceptions (as defined in the paragraph entitled "Title
18 Insurance"), zoning ordinances and laws and the following existing leases or tenancies:

19
20 **4. PURCHASE PRICE:** The Purchase Price is Seven Million DOLLARS (\$7,000,000.00) which Buyer agrees to pay as follows:

21
22 a. Sixty Thousand DOLLARS (\$60,000.00) at the signing of this Contract as Earnest Money, such to be deposited upon
23 execution of this Contract within ten (10) days, in the insured trust or escrow account of Stewart Title Insurance Co ("Escrow
24 Agent") as part of the consideration of the sale;

25
26 b. The balance to be paid in the following manner: Six Million Nine Hundred and Forty Thousand DOLLARS
27 (\$6,940,000.00), in guaranteed funds or cashier's check at Closing (as defined in this Contract), adjusted at Closing for pro-
28 rations, closing costs and other agreed expenses, and [state other payment or financing terms if any]

29
30 **5. CLOSING AND POSSESSION DATE(S):** Subject to all the provisions of this Contract, the closing of this Contract (the
31 "Closing") shall take place at the offices of Stewart Title Insurance Company, 1220 Washington, Kansas City, MO thirty (30)
32 days following the Effective Date of this Contract or prior thereto by mutual consent, and possession shall be delivered upon
33 closing. **The Closing of this Contract is subject to the final approval of the Jackson County Legislative Body. Seller shall**
34 **pay for standard title insurance policy, Seller's attorney's fees and half of the closing costs. Buyer shall pay for special**
35 **endorsements to title insurance policy, Buyer's attorney's fees, and half of the closing costs.**

36
37 **6. EXISTING FINANCING:** Unless otherwise provided in this Contract, Seller shall make any payments required on existing
38 mortgages or deeds of trust until Closing. If this Contract provides that the Property is being sold subject to any existing mortgage
39 or deed of trust, Buyer shall, at Closing, reimburse Seller for any principal reductions not already considered in computing
40 payments of purchase price and for any deposits held by the holder of the mortgage or deed of trust that are transferred to Buyer.

41
42 **7. PRORATIONS:** The rents, income and expenses from the Property, and the interest on any existing mortgages or deeds of
43 trust to which this sale is made subject, shall be prorated between Seller and Buyer as of Closing. Seller shall pay all general real
44 estate taxes levied and assessed against the Property, and all installments of special assessments for the years prior to the
45 calendar year of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar
46 year of Closing shall be prorated between Seller and Buyer on the basis of such calendar year, as of Closing. If the amount of any
47 tax or special assessment cannot be ascertained at Closing, pro-ration shall be computed on the amount for the preceding year's
48 tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the
49 Closing.

50
51 **8. TITLE INSURANCE:** Seller shall deliver and pay for an owner's ALTA title insurance policy insuring marketable fee simple title
52 in Buyer in the amount of the Purchase Price as of the time and date of recording of Seller's Warranty Deed (the "Deed"), subject
53 only to the Permitted Exceptions defined below. Seller shall, as soon as possible and not later than **TEN (10)** days after the
54 Effective Date of this Contract, cause to be furnished to Buyer a current commitment to issue the title policy (Title Commitment), to
55 be issued through **Stewart Title Insurance Company** (the "Title Company"). Buyer shall have **TEN (10)** business days after
56 receipt of the Title Commitment (the "Title Review Period") in which to notify Seller in writing of any objections Buyer has regarding
57 any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which
58 Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the
59 "Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall have **TEN (10)**
60 days after receipt of Buyer's written notice of objections to cure such objections ("Title Cure Period").

62 If Seller does not cure the objections by the end of the Title Cure Period or if Seller and Buyer have not agreed to extend the Title
63 Cure Period by amending this Contract, then this Contract shall automatically be terminated unless Buyer waives the objections no
64 later than **TEN (10)** business days after the end of the Title Cure Period.

65
66 (Check one) Seller Buyer assume responsibility for paying for a survey and shall order a survey of the Property as soon as
67 possible and not later than **FIVE (5)** business days after the Effective Date of this Contract. Unless otherwise objected to in writing
68 by Buyer or Seller within five (5) days of delivery of the survey, the survey will be accepted as being correct for the Property and
69 there will be no objections to such. Seller shall provide existing survey in Seller's possession.

70
71 **9. INSPECTIONS:** ~~Seller shall grant Buyer reasonable access to the Property for one hundred and twenty (120) days after the~~
72 ~~Effective Date of this Contract (the "Inspection Period") for the purpose of inspecting the physical condition of the Property. Buyer's~~
73 ~~inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections and such~~
74 ~~other inspections or surveys as Buyer may reasonably request. Buyer agrees to repair any damage to the Property arising from~~
75 ~~these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses,~~
76 ~~including without limitation, reasonable attorney's fees, court costs and other legal expenses, resulting from these inspections.~~
77 ~~Buyer's obligations imposed by this paragraph shall survive termination of this Contract. Buyer agrees to provide Seller with a copy~~
78 ~~of any written reports resulting from such inspections within FIFTEEN (15) business days of the completion of said inspections.~~
79 ~~With regard to any deficiencies identified during the inspection by Buyer which Buyer requests be corrected, Seller shall have FIVE~~
80 ~~(5) days (the "Cure Period") after seller's receipt of Buyer's written notice of such inspection issues to define in an Amendment to~~
81 ~~this Contract how and when such deficiencies will be cured. If Seller elects not to cure the deficiencies within the time frame~~
82 ~~defined in such Amendment, then this Contract shall automatically be terminated unless Buyer waives the objections no later than~~
83 ~~FIVE (5) business days after the end of the Cure Period. Buyer shall be deemed to be thoroughly acquainted and satisfied with the~~
84 ~~physical condition of the Property, other than as set forth in the paragraph entitled "INSURANCE; MAINTENANCE; CASUALTY;~~
85 ~~CONDEMNATION; CHANGE OF CONDITION" of this Contract. In addition, Buyer, or Buyer's representatives, may re-inspect the~~
86 ~~Property before Closing upon reasonable notice to Seller. Buyer shall be allowed to complete soil borings during the Inspection~~
87 ~~period.~~

88
89 **10. DUE DILIGENCE:** ~~Buyer will have one hundred and twenty (120) days after the Effective Date of this Contract to perform due~~
90 ~~diligence (the "Due Diligence Period") for the purpose of exploring and obtaining approval of governmental authorities for the~~
91 ~~intended purpose of the Property and any changes in zoning, if necessary. Upon presentation by Buyer to Seller of the written~~
92 ~~refusal(s) of such governmental authorities to Buyer's requests for approval of such intended purposes and zoning prior to the~~
93 ~~expiration of the Due Diligence Period, Buyer may deliver written notification to Seller to cancel this Contract and this Contract will~~
94 ~~be terminated. In the absence of such termination notice, the Inspections and Due Diligence shall be deemed to be satisfactory to~~
95 ~~Buyer.~~

96
97 Seller shall provide all items in Exhibit B, within Seller's possession, within five (5) days of the Effective Date of this
98 Contract.

99
100 ~~During the Due Diligence Period, Buyer shall pursue the Special Use Permit required by the City of Kansas City, a FEMA Permit,~~
101 ~~and approval to replat of the existing parcel(s) of the Property. Seller shall support these pursuits by cooperating with the Buyer and~~
102 ~~any government entities as needed, which would include, but not be limited to, signing affidavits that allow the Buyer to pursue~~
103 ~~such permits and approvals.~~

104
105 **11. REPRESENTATIONS:** Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby
106 make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing
107 affecting or relating to the Property except as expressly set forth in this Contract. Buyer agrees to assume full responsibility for
108 completing Buyer's Due Diligence in such a manner as to answer all questions necessary to make the decision to purchase the
109 Property.

110 A. To the best of Seller's knowledge, there are no assessments for public improvements against the Property which
111 remain unpaid, including, without limitation, those for construction of sewer or water lines or mains, streets, sidewalks,
112 and/or curbs, except those shown in the Title Commitment.

113
114 B. To the best of the Seller's knowledge, all improvements on the Property lie within the boundaries described in Exhibit
115 A and do not encroach on any other property or violate any setback requirements.

116
117 C. To the best of Seller's knowledge, i) the Property is in good working order and repair sufficient for the use and
118 maintenance of the Property as it is presently used and maintained except items listed herein and is not subject to any
119 latent defect or other adverse condition not capable of being observed in the course of a normal inspection; (ii) there are
120 no oil burners, incinerators, fuel-burning devices or other sources of air pollution at the Property and there is no fuel stored
121 upon the Property; (iii) the Property has been during Seller's ownership and is presently used and operated in compliance
122 in all material respects with all Applicable Laws. For purposes hereof, the term "Applicable Laws" means any statute, laws,
123 ordinances or other governmental requirements, including without limitation the Comprehensive Environmental Response,
124 Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et. Seq.) and the Resource Conservation
125 and Recovery Act, as amended, 42 U.S.C. Section 6901, et. Seq.

127 D. Seller has not, to Seller's knowledge, received any written notice from any federal, state, county, municipal or other
128 governmental department, agency or authority or from any other person or entity, concerning, nor does Seller have any
129 actual knowledge of the existence of, any material petroleum product or other Hazardous Material discharge or seepage
130 from the Property. The term "Hazardous Material", as used in this Section, shall mean any chemical, waste, byproduct,
131 pollutant, contaminant, compound, product, substance or other material (i) that is hazardous or toxic or (ii) the exposure
132 to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, emission,
133 discharge, disposal, abatement, cleanup, removal, remediation or handling of which, is prohibited, controlled or regulated
134 by any Applicable Law.

135
136 E. Seller has not, to Seller's knowledge, received any written notice from any insurance company or inspection or rating
137 bureau setting forth any requirements as a condition to the continuation of any insurance coverage on or with respect to
138 the Property or the continuation thereof at premium rates existing at present which have not been remedied or satisfied.

139
140 F. To the best of Seller's knowledge, neither Seller nor the Property, is or was at any time a party to, or the subject of, or
141 threatened by, any litigation, claim, proceeding or investigation arising from any actual, suspected, or threatened
142 generation, storage, use, treatment, release, or disposal of Hazardous Materials on, at, in, under, or above the Property or
143 arising from the operation of, or violation or suspected or threatened violation of, any Applicable Law including, without
144 limitation, any Applicable Law pertaining to health, protection of the environment, natural resources, conservation, wildlife,
145 waste management, Hazardous Materials, or pollution. To Seller's knowledge, there are no grounds, facts, circumstances
146 or other matters which might provide a basis for any such litigation, claim, proceeding, or investigation.

147
148 G. To the best of Seller's knowledge, there are no asbestos-containing materials (except those materials used in the
149 original construction of the Improvements on the Property). Seller is unaware of the existence of underground storage
150 tanks, polychlorinated biphenyls, lead based paint (except those materials which may have been used in the original
151 construction of the improvements on the Property or radon (in excess of outdoor air levels) on the Property other than
152 those that may be discovered by an environmental inspection at the behest of the Buyer and at Buyer's expense.

153
154 H. To the best of Seller's knowledge, Seller has not filed a notice under any environmental law disclosing the improper
155 use, storage, disposal or release of Hazardous Materials.

156
157 I. To the best of Seller's knowledge, no services, material or work have been supplied to the Property by or at the
158 instance of Seller for which payment has not been (or will not by Closing be) made in full.

159
160 J. To the best of Seller's knowledge, the representations and warranties contained in this paragraph 11 are true and
161 complete in all material respects and not misleading in any material respect as of the date hereof and shall be deemed to
162 be repeated at and as of the Closing Date and shall be true and complete in all material respects and not misleading in
163 any material respect as of the Closing Date except as revealed to Buyer in writing. As a condition to Closing, Seller will
164 provide a certificate to Buyer that the representations and warranties contained in this paragraph 9 are true and complete
165 in all material respects and not misleading in any material respect as of the date of Closing. Seller agrees to indemnify
166 Buyer and hold Buyer harmless and defend Buyer from and against any and all loss, cost, claims, liabilities, damages and
167 expenses, including, without being limited to, reasonable attorneys' fees, arising as the result of a proven (by judgment or
168 otherwise) breach of any of the representations, warranties and covenants of this paragraph 9. Without limiting any of the
169 rights of Buyer provided for elsewhere in this Contract, it is agreed that the obligation of Buyer to close title under this
170 Contract is conditioned upon the material truth and completeness of all of Seller's warranties and representations and the
171 material compliance by Seller with all of its agreements set forth in this Contract. If, on or before the Closing Date, Buyer
172 determines that any of Seller's representations or warranties is untrue or is misleading in any material respect, or if Seller
173 has not complied with any of Seller's other agreements, covenants or obligations contained in this Contract, Buyer may, in
174 its sole option, elect to terminate this Contract by notice given to Seller.

175
176 **12. REAL ESTATE BROKER:** Seller and Buyer agree that Zimmer Real Estate Services and BROKER(S), identified in the
177 Commercial Agency and Broker Disclosure Addendum which is a part of this Contract, is (are) the only real estate broker(s)
178 negotiating this sale, and Seller agrees to pay a sales commission of three (3%) percent of the Purchase Price pursuant to the
179 agreement between Seller and BROKERS(S). Any party to this Contract through whom a claim to any broker's, finder's or other
180 fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other
181 party to this Contract from any other loss, liability, damage, cost or expense, including without limitation, reasonable attorney's fees,
182 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
183 of this paragraph shall survive Closing or termination of this Contract.

184
185 **13. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS:** At or before Closing, Seller agrees to properly
186 execute and deliver into escrow the Deed, a Bill of Sale for any non-realty portion of the Property, and all other documents and
187 funds necessary to complete the Closing. The Deed shall convey to Buyer marketable fee simple title to the Property, free and
188 clear of all liens and encumbrances, other than the Permitted Exceptions. At or before the Closing, Seller and Buyer each agree to
189 deliver into escrow a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract. Seller
190 understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the Deed or the instrument of
191 conveyance, and, if applicable, the mortgage/deed of trust have been recorded and the Title Company can issue the title policy with
192 only the Permitted Exceptions.

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14. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION: Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event. UPON NOTICE OF SUCH OCCURRENCE, Buyer may re-inspect the Property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall, at Closing, assign and transfer to Buyer all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

15. FOREIGN INVESTMENT: Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

16. TERMINATION: If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Buyer shall be entitled to an immediate return of the Earnest Money Deposit, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

17. DEFAULT AND REMEDIES: Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract:

(a) If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer upon written demand.

(b) If Buyer defaults, Seller may (i) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to Buyer and, at Seller's option, either retain the Earnest Money Deposit as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money Deposit represents as fair an approximation of such actual damages as the parties can now determine), or pursue any other remedy and damages available at law or in equity. If, as a result of a default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorneys' fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default.

18. DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS: The Escrow Agent shall not distribute the Earnest Money Deposit or other escrowed funds or documents, once deposited, notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money Deposit, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow or Closing Agent shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent within **TEN (10)** business days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money Deposit, other escrowed funds or documents within **TEN (10)** business days after receiving written notice of cancellation of this Contract, shall constitute consent to the distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand. If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorney's fees, court costs and other legal expenses incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money Deposit or from other funds deposited with the Escrow Agent. Seller and Buyer release all brokers and licensees from any and all liability in regards to this Contract, for cancellation of this Contract and disbursing the Earnest Money Deposit or other escrowed funds or documents.

19. ENTIRE AGREEMENT AND MANNER OF MODIFICATION: This Contract, and any attachments or addenda hereto, constitute the complete agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in this Contract or by written agreement.

20. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract) shall be in writing and shall be served by hand delivery, by prepaid U. S. Postal Service certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

259 21. **DEADLINE FOR ACCEPTANCE:** Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted
260 this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) July 8, 2021 or (ii) Buyer
261 delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn.

262 22. **TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.**

263 23. **ADDENDA:** The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract (**Check**
264 **Those Which Are Applicable**):

- | | |
|---------------------------------------------------------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> Commercial Agency & Brokerage Disclosure Addendum | <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Exhibit A: Parcel Numbers & Legal Description | <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Exhibit B: Due Diligence Items | <input type="checkbox"/> Other _____ |

267 24. **ADDITIONAL TERMS:**

268 Seller shall not enter into any new contracts or leases with respect to the property or modify or terminate any existing
269 leases or contracts with respect to the property, without the prior written consent of Buyer.

270 Seller will continue to manage the existing mobile home park until all tenants have vacated the property. Such
271 vacation by Tenants should take no more than six (6) months following Closing. The Buyer shall escrow two-
272 hundred and forty thousand DOLLARS (\$240,000.00), in addition to the sale price, to cover the costs for the
273 physical relocation of all tenants, their mobile home, and included personal property. The physical relocation costs
274 will be shared with the Seller. In addition, the County will offer an additional lump sum of five thousand DOLLARS
275 (\$5,000.00) per household/lease to provide housing assistance to offset other personal relocation and rental costs.
276 Funds will be escrowed to pay for these expenses. Seller will use all reasonable efforts to remove or cause to be
277 removed all trailers, portable storage units and any above ground improvements including any tank systems from
278 the site. Seller will also cause all vehicles and vehicle parts including tires to be removed from leased operations on
279 the site. All of this should be accomplished within 6 months of closing, with reasonable exceptions made for delay
280 due to weather conditions & events beyond the reasonable control of the parties hereto.

281 Buyer will hire a 3rd party management firm to oversee and monitor the relocation of all tenants located on the site.
282 The 3rd party management firm will approve all disbursements from the escrow fund to the Seller or tenants. The
283 escrow fund will be held by Stewart Title Company.

284 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS
285 DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN
286 ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT
287 ~~THAT~~ THEY ARE LEGALLY AUTHORIZED TO EXECUTE THIS CONTRACT IN JACKSON COUNTY

288 By: [Signature] Date: 7-8-21 By: _____ Date: _____
289 Name & Title: Rick E. Hodge, Jr as President Name & Title: County Executive

290 By: _____ **APPROVE AS TO FORM**
291 Name & Title: _____ By: _____ Date: _____
292 Name & Title: _____

293 Address: 439 N McLEAN BLVD ATTEST: _____
294 Street _____ Clerk of the Legislature
295 Wichita KS 67203
296 City State Zip

297 Telephone #: 316-252-0001 Address: Jackson County Missouri
298 415 E. 12th Street
299 Kansas City, MO 64106
300 TAX ID # 83-4363767 Telephone # (816) 881-3355
301 TAX ID # 446000524

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FOR INFORMATION ONLY—NOT PARTIES TO THE CONTRACT

Listing Broker: _____
Listing Agent: _____
Selling Broker: Zimmer Real Estate Services _____
Selling Agent: Joyce Murray _____
Escrow Agent: Stewart Title Insurance _____
Closing Agent: Wayne Bennett _____

Telephone #: 816-210-8777 _____
Telephone #: 816-210-8777 _____
Telephone #: 816-474-2000 _____
Telephone #: 816-512-1004 _____
Telephone #: 816-988-97588 _____
Telephone #: 816-988-9788 _____

**EXHIBIT A
PARCEL NUMBERS & LEGAL DESCRIPTION**

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Parcel Numbers:

28-710-02-01-01-0-00-000
28-640-04-01-02-0-00-000
28-710-02-01-04-0-00-000

Legal Descriptions:

SEC-13 TWP-49 RNG-33 PT NE 1/4 NW 1/4 DAF: BEG 109.10' S OF NE COR OF NE 1/4 TH S 89 DEG W 231.20' TH S 89 DEG W 523.30' TH N 74 DEG W 302.25' TH N 59 DEG W 359.10' TO N LI OF NE 1/4 TH W & ALG SD N LI 880' MOL TH SWLY ALG CURV TO RI 615' MOL TH S 38 DEG E 39' TH S 51 DEG W 349.22' TH SWLY ALG CURV TO LF 329.36' TH S 79 DEG W 20' TH SELY ALG CURV TO LF 119.68' TH S 31 DEG W 17.9' TH N 58 DEG E 20' TH S 31 DEG W 493.38' TH SELY ALG A CURV RI 10' TH NELY 50' TH S 70' DEG E 174.74' TH SELY ALG A CURV TO RI 150' MOL TH S 10 DEG E 230' MOL TO NLY ROW LI OF US HWY 40 TH ELY & ALG SD N ROW LI 845' TH NELY 10' TH SELY 160' TH NELY 20' TH SELY 160' TH NELY 10' TH SELY 210' TH NELY 800' MOL TH NELY ALG CURV TO RI TH NELY & ALG A CURV TO RI 470' MOL TO E LI OF NE 1/4 TH N & ALG SD E LI 490' MOL TO POB

SEC-12 TWP-49 RNG-33 PT SE 1/4 DAF: BEG 1310' MOL W OF SE COR OF SE 1/4 TH N 59 DEG W 30' MOL TH N 18 DEG W 990' MOL TH S 22 DEG W 235.44' T TH S 67 DEG E 39' TH S 22 DEG W 265.99 TH SLY ALG A CURV RI 555' MOL TO S LI OF SEC 12 TH E & ALG SD S LI OF 790' MOL TO POB

SEC-13 TWP-49 RNG-33 PT NE 1/4 & NW 1/4 DAF: BEG 970' MOL N OF SW COR OF NE 1/4 TH SELY & ALG A CURV TO RI 140' MOL TH S 67DEG W 13' TH SELY & ALG A CURV TO RI 173.60' TO N ROW LI 75' MOL TH SELY & ALG SD NLY ROW LI 10' MOL TH NELY & ALG SD ROW LI 70' TH N 10 DEG W 230' MOL TH NWLY & ALG A CURV LF 100' MOL TH N 70 DEG W 174.24' TH SELY & ALG A CURV TO RI 110' MOL TO POB

**EXHIBIT B
DUE DILIGENCE ITEMS**

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460 1. A title insurance commitment issued by the title company in which the title company agrees to issue its owner's title insurance
461 policy to the Buyer, subject only to such easements, restrictions, reservations, and other matters of record which are not objected to
462 by Buyer.
- 463 2. A copy of Seller's owner's title insurance policy, together with copies of all title documents.
- 464 3. Seller's existing ALTA as-built survey of the land and improvements updated to remove the title insurance company survey
465 exception.
- 466 4. Current rent roll.
- 467 5. Security Deposit Schedule.
- 468 6. Copies of all service contracts.
- 469 7. Copies of all warranties.
- 470 8. Copies of all existing environmental, roof and structural reports, if applicable.
- 471 9. Operating Budget for the property for the current year.
- 472 10. Operating Statements for the past 24 months, including year to date.
- 473 11. Utility account history for the past 24 months.
- 474 12. Description of all capital improvements made to the property within the last 5 years.
- 475 13. Property Insurance Certificates.
- 476 14. Copies of all building plans and specifications.
- 477 15. Copies of any existing site plan / floor plans / CAD files.
- 478 16. Any Property Management and Leasing Agreements.
- 479 17. Any outstanding Commission Agreements.
- 480 18. Copies of Tenant Insurance Certificates.
- 481 19. Copies of Certificates of Occupancy.
- 482 20. Copies of Operating Manuals.

