



CITY OF WESTWOOD, KANSAS

SPECIAL CITY COUNCIL MEETING

4700 RAINBOW BLVD. WESTWOOD, KS 66205

Tuesday, April 29, 2025 at 10:30 AM

AGENDA

Welcome to your Westwood City Council meeting. This meeting may be attended remotely via Zoom:

Access Online: <https://us02web.zoom.us/j/89908289796>

Access by Phone: (312) 626-6799 / **Webinar ID:** 899 0828 9796

[Note: This agenda is subject to changes, additions, or deletions at the discretion of the Governing Body]

SPECIAL MEETING AGENDA

I. CALL TO ORDER

II. APPROVAL OF THE AGENDA

III. NEW BUSINESS

- A.** Consider Resolution No. 142-2025 Consenting to Woodside Village Reassignment for Purposes of Refinancing

IV. ADJOURNMENT

UPCOMING MEETINGS

Regular meetings of the Westwood City Council are held at 7:00 PM on the second Thursday of each month. The next regular meeting of the Westwood City Council will be held Thursday, May 8, 2025, at 7:00 PM at Westwood City Hall. The City Calendar may be accessed at www.westwoodks.org. To receive further updates and communications, please see or sign up for the following:

Westwood Buzz Email: <https://bit.ly/3wA4DWx>

Facebook: [City of Westwood Kansas-Government](#)
[Westwood, KS Police Department](#)

COUNCIL ACTION FORM

Meeting Date: April 29, 2025

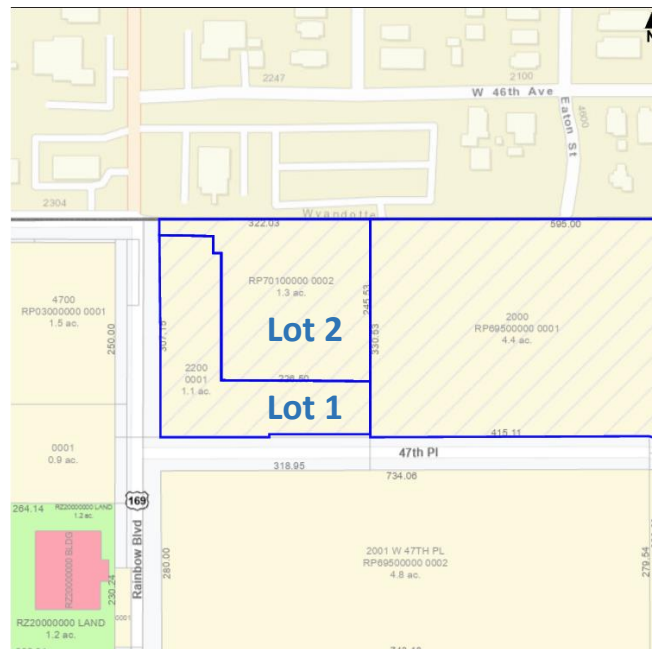
Staff Contact: Ryan Denk

Agenda Item: Consider Resolution No. 142-2025 Consenting to Woodside Village Reassignment for Purposes of Refinancing

Background/Description of Item

The City has been approached by counsel for Woodside Village relative to a refinancing of the debt on the parking garage. The mixed use commercial and apartment parcels were previously refinanced in 2023 at which time the City was requested to and in fact did provide consent to the assignment of such property to a special purpose entity, Woodside Village North 2 (WVN2). Pursuant to this prior refinancing, WVN2 agreed to be bound by the terms of the 2012 Redevelopment Agreement and amendments thereto covering the Woodside Village project. As part of the current refinancing, Woodside Village and its lender have requested that all Woodside Village North parcels be conveyed to a special purpose entity wholly owned by WVN2. Pursuant to the Redevelopment Agreement, such conveyance / assignment is required to be approved by the City.

An illustration of the legally described property identified in the Resolution is provided below.



Staff Comments/Recommendation

Staff recommends approval of the requested consent.

Budget Impact: None.

Suggested Motion

I move to approve Resolution 142-2025 of the City of Westwood, Kansas, consenting to the transfer of certain real property from Woodside Redevelopment, LLC to Woodside Village North 2, LLC, and transfer of certain real property from Woodside Village North 2, LLC to Woodside Village North 2 SPE, LLC.

RESOLUTION NO. 142-2025

A RESOLUTION OF THE CITY OF WESTWOOD, KANSAS, CONSENTING TO THE TRANSFER OF CERTAIN REAL PROPERTY FROM WOODSIDE REDEVELOPMENT LLC TO WOODSIDE VILLAGE NORTH 2, LLC, AND TRANSFER OF CERTAIN REAL PROPERTY FROM WOODSIDE VILLAGE NORTH 2, LLC TO WOODSIDE VILLAGE NORTH 2 SPE, LLC AND

WHEREAS, the City of Westwood, Kansas (the “City”) and Woodside Redevelopment, LLC, a Kansas limited liability company, (“Woodside Redevelopment”), entered into a Redevelopment Agreement dated January 12, 2012 (as amended and assigned, collectively, the “Agreement”), providing for the financing and development of the Project (as defined in the Agreement);

WHEREAS, Section 10.15 of the Agreement provides as follows, “Run with the Land. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall run with the land. However, nothing herein shall release Developer from any of the terms or restrictions set forth in Section 2.2, 7.2, 7.12 and 7.16 hereof, At Closing, the parties shall record a memorandum describing this Agreement in the land records of Johnson County, Kansas.”;

WHEREAS, the parties have agreed that a memorandum describing the Agreement shall be filed in the land records of Johnson County, Kansas to ensure the applicability of Section 10.15 as to Woodside Redevelopment’s successors and assigns, including the successors and assigns described within this Resolution;

WHEREAS, the Agreement was partially assigned to Woodside Village North 2, LLC, a Kansas limited liability company (“WVN2”), pursuant to Limited Assignment of Development Agreements and Rights dated December 20, 2023, and a portion of the Project (as defined in the Agreement), as described on Exhibit A attached hereto and incorporated herein (the “WVN2 Property”) was conveyed by Woodside Redevelopment to Woodside Village North, LLC, and then to WVN2;

WHEREAS, Woodside Redevelopment has agreed to convey to WVN2 a portion of the Project, as described on Exhibit B attached hereto and incorporated herein (the “Conveyance Property”; such conveyance, the “Conveyance”);

WHEREAS, in conjunction with the Conveyance, WVN2 has agreed to be bound by the terms of the Agreement as Developer (as defined in the Agreement) with respect to the Conveyance Property;

WHEREAS, following the Conveyance, WVN2 intends to transfer the WVN2 Property and the Conveyance Property to a newly created wholly owned subsidiary, Woodside Village North 2 SPE, LLC (“WVN2 SPE”);

WHEREAS, pursuant to Section 7.13(c)(i) of the Agreement, Developer shall not, without prior approval of the City, make any total or partial sale, transfer, conveyance, assignment or lease of the whole Project; and

WHEREAS, the governing body of the City (the “Governing Body”) has determined it is advisable to provide the City’s consent to (i) the Conveyance, and (ii) the proposed transfer of the WVN2 Property and the Conveyance Property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS:

Section 1. Consent to Transfer. That, on behalf of the City, the Governing Body hereby consents to the proposed Conveyance of the Conveyance Property from Woodside Redevelopment to WVN2, and the proposed conveyance of the WVN2 Property and the Conveyance Property from WVN2 to WVN2 SPE. The City’s consent is conditioned upon the filing of a memorandum against the WVN2 Property and the Conveyance Property describing the Agreement in a form acceptable to the City Attorney.

Section 2. Effective Date. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the Governing Body of the City on the ___ day of April, 2025.

CITY OF WESTWOOD, KANSAS

(SEAL)

ATTEST:

By: _____
David E. Waters, Mayor

By: _____
Abby Schneweis, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

EXHIBIT A

Description of the WVN2 Property

Lot 1, WOODSIDE VILLAGE NORTH, a subdivision in the City of Westwood, Johnson County, Kansas.

EXHIBIT B

Description of the Sale Property

Lot 2, WOODSIDE VILLAGE NORTH, a subdivision in the City of Westwood, Johnson County, Kansas.

Title of Document: Memorandum of Redevelopment Agreement

Date of Document: April _____, 2025

Grantee(s): City of Westwood, Kansas

Grantee(s) Mailing Address: 4700 Rainbow Blvd
Westwood, KS 66205

Grantor(s): Woodside Village North 2 SPE, LLC,
a Kansas limited liability company

Grantor(s) Mailing Address: 1545 Stone Canyon Rd
Los Angeles, CA 90077

Legal Description: See Exhibit A

Reference Book and Page(s): N/A

WHEN RECORDED RETURN TO:

James Bergin
Polsinelli PC
900 West 48th Place, Suite 900
Kansas City, MO 64112

MEMORANDUM OF REDEVELOPMENT AGREEMENT

THIS MEMORANDUM OF REDEVELOPMENT AGREEMENT (“**Memorandum**”) is executed this _____ day of April, 2025 (the “**Effective Date**”), by and between **WOODSIDE VILLAGE NORTH 2 SPE, LLC**, a Kansas limited liability company (the “**WVN2 SPE**”), and the **CITY OF WESTWOOD, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”).

RECITALS

A. The City and Woodside Redevelopment, LLC, a Kansas limited liability company, are parties to that certain Woodside Village Redevelopment Agreement dated as of January 12, 2012 (as amended and assigned in part from time to time, the “**Agreement**”).

B. WVN2 SPE owns the property legally described on Exhibit A attached hereto (the “**Property**”), which Property is subject to the Agreement.

C. The parties desire to record this Memorandum to give notice of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Agreement.** The Property is subject to the Agreement.
2. **Memorandum.** This Memorandum is executed for the purpose of giving notice of the existence of the Agreement. The Agreement is deemed to be a material part hereof as though set forth in length herein. Whenever a conflict of provisions between this Memorandum and the Agreement shall occur, the provisions of the Agreement shall govern.
3. **Miscellaneous.** Upon the expiration or earlier termination of the Agreement, this Memorandum shall automatically terminate without further act of the parties hereto, and upon request by any party hereto, the other party shall execute any documents reasonably required to evidence such termination and to remove any exceptions to title resulting from the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the Effective Date.

DEVELOPER:

WOODSIDE VILLAGE NORTH 2 SPE, LLC,
a Kansas limited liability company

By: _____
Name: Blair Tanner
Title: Manager

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2025, before me, a Notary Public in and for said State, came Blair Tanner, Manager of Woodside Village North 2 SPE, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed, as said Manager, the attached instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires: _____

CITY:

CITY OF WESTWOOD, KANSAS,

a municipal corporation duly organized under the laws of the State of Kansas

By: _____
David E. Waters, Mayor

ATTEST:

Abby Schneweis, City Clerk

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this _____ day of _____, 2025, before me, a Notary Public in and for said State, came David E. Waters, Mayor of the City of Westwood, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, Abby Schneweis, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the attached instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Print Name: _____
Notary Public in and for said County and State

My Commission Expires: _____

EXHIBIT A

Legal Description of Property

Lot 1 and Lot 2, Woodside Village North, a subdivision in the City of Westwood, Johnson County, Kansas.