



CITY OF WESTWOOD, KANSAS

CITY COUNCIL MEETING

4700 RAINBOW BLVD. WESTWOOD, KS 66205

Thursday, June 08, 2023 at 7:00 PM

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]

CITY COUNCIL WORK SESSION AGENDA

- I. **CALL TO ORDER**
 - II. **WORK SESSION ITEMS/DISCUSSION OF UPCOMING MATTERS**
 - A. NO ITEMS FOR DISCUSSION
 - III. **ADJOURNMENT TO REGULAR MEETING**
-

REGULAR MEETING AGENDA

- I. **CALL TO ORDER**
- II. **APPROVAL OF THE AGENDA**
- III. **PUBLIC COMMENT**

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda, or about items on the regular agenda for which the Governing Body, at its discretion, accepts public comment. Public comment should be limited to 2-3 minutes and, unless the topic of public comment is before the Governing Body as part of its agenda, no action will be taken by the Governing Body on public comment items. Please state your name and address for the record. Persons attending virtually online will be able to make public comment by using the "raise hand" function on Zoom.
- IV. **PRESENTATIONS AND PROCLAMATIONS**
 - A. Johnson County Library Update (Anna Madrigal, Cedar Roe Branch Manager; Christopher Leitch, Community Relations Coordinator)

- [B.](#) Receive Recognition from Mid-America Regional Council of Westwood for Becoming a Silver Level Community for All Ages (Cathy Boyer-Shesol and Lauren Schaumburg)
- C. Receive Recognition from the Northeast Johnson County Go Green! Environmental Fair Steering Committee for Contributions to Earning the 2022 Green Event of the Year Recognition from the Mid-America Regional Council's Solid Waste Management District (Cathy Boyer-Shesol)
- D. Recognize Retiring Police Sergeant Gary Baker for Outstanding Service to the City of Westwood

V. CONSENT AGENDA

All items listed below are considered to be routine by the Governing Body and will be enacted in one motion (roll call vote). There will be no separate discussion of these items unless a member of the Governing Body so requests, in which event the item will be removed from the consent agenda and considered separately following approval of the consent agenda.

- [A.](#) Consider May 11, 2023 City Council Meeting Minutes
- [B.](#) Consider Appropriations Ordinance No. 751

VI. MAYOR'S REPORT

VII. CITY COUNCILMEMBER REPORTS

VIII. STAFF REPORTS

- [A.](#) Administrative Report (City Administrator Leslie Herring)
- [B.](#) Public Works Report (Public Works Director John Sullivan)
- [C.](#) Police/Court Report (Police Chief Curt Mansell)
- [D.](#) City Treasurer Report (City Treasurer Michelle Ryan)
- E. City Attorney Report (Ryan Denk)

IX. OLD BUSINESS

X. NEW BUSINESS

- [A.](#) Real Estate Purchase Agreement with Shawnee Mission School District
- [B.](#) Consider Real Estate Purchase Agreement with Karbank Holdings, LLC for Real Property at 5000 Rainbow Blvd. and 5050 Rainbow Blvd.
- C. Consider Development Agreement with Karbank Holdings, LLC
- [D.](#) Consider Passing Resolution No. 118-2023 Waiving the GAAP Requirement for Financial Reporting
- [E.](#) Receive Presentation of 2022 Independent Financial Audit
- [F.](#) Staff Presentation of FY 2024 Budget: Projects & Equipment

XI. ANNOUNCEMENTS/GOVERNING BODY COMMENTS

XII. EXECUTIVE SESSION

XIII. 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 July 13, 2023, 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](#)

Communities for All Ages Assessment Task Force

Update to Westwood City Council
June 2023



Purpose: Create a baseline assessment of how well current city policies and actions improve quality of life for residents of all ages

1. Public outdoor spaces and buildings
2. Housing and commercial development
3. Transportation and mobility
4. Social inclusion, communication, and participation
5. Civic participation and employment
6. Community and health services

Members

Five meetings from January to March 2023

Task Force Members

- | | |
|---------------------|-------------------|
| 1. Jeff Harris | 8. Patrick Storm |
| 2. Ed Land | 9. Spencer Day |
| 3. Ann Holliday | 10. Jenn Wetzel |
| 4. Laine Raitinger | 11. Karen Johnson |
| 5. Rita Zeller | 12. Lisa Fielden |
| 6. Elizabeth Dansel | 13. Gary Coleman |
| 7. Chris Burns | |

Staff

- Leslie Herring
City Administrator
- John Sullivan
Director of Public Works
- Curt Mansell
Chief of Police

Results and Key Findings

- Task Force attendance and engagement was **high**.
- The Task Force was diverse across age, gender, length of time in Westwood, and city role (Staff, elected, appointed, citizen, business owner, parent, Foundation, Westwood Women's Club).
- The Task Force absorbed a **high** volume of information (next slide).
- **There are an abundance of age friendly and aging resources across Johnson County and the KC metropolitan area, but finding and engaging those resources can be daunting.**

Meeting 1 Preparation – Public Outdoor Spaces and Buildings (Wed., 1/25, 6:30 – 8 PM)

In our first meeting, MARC staff and Council President Harris will provide a very brief background summary to lead-off the task force work and each of you will be asked to very briefly introduce yourself to the rest of the task force members. Following that brief introduction, we will launch into the first of the meeting topics – public outdoor spaces and buildings. In preparation for that conversation, please review the following items:

- a. The City's webpage for this program: <https://www.westwoodks.org/communitiesforallages>;
- b. CFAA workbook – Section 1, completed by City staff (attached in a modifiable format for your convenient note-taking); and
- c. Identification of Westwood public spaces:
 - a. [Streets](#);
 - b. City Hall;
 - c. Pocket parks, including:
 - i. [W. 47th Ter. & Belinder Ave.](#);
 - ii. [W. 47th Ter. just east of Rainbow Blvd.\(behind K-Jo and FMA Animal Hospital\)](#); and
 - iii. [W. 47th St. & Belinder Ct. in front of Westwood Public Works](#);
 - d. [Joe D. Dennis Park](#);
 - e. Outdoor seating; and
 - f. Streetscapes.

Further, as you mentally prepare to evaluate the community, it may be helpful for you to begin viewing your immediate surroundings through an “age-friendly lens” if you don’t already. Each week, we will email you a series of questions to consider to prime the pump for our meeting the following week. Some questions for you to consider ahead of next week’s meeting are:

- How do Westwood’s public spaces feel to you? Imagine yourself using them with a stroller, a cane or walker, or crutches or a knee scooter. Do they feel different in those scenarios?
- Are Westwood’s public spaces inviting and do they add value to your quality of life? Do you feel like they are designed with you in mind?
- Do you feel physically safe when using Westwood’s public spaces (i.e. in and around them) and in getting to and from them? Imagine yourself walking, riding a bike, or using an electric scooter or wheelchair to get to/from them. Do you feel different in those scenarios?
- Are there any observations of Westwood’s public spaces that you have made which would improve their design for your use? Is there anything you can think of that makes you want to linger longer in a certain public space in Westwood, get in and out as soon as possible, or avoid altogether? What makes you feel that way?

Resources for Reference Throughout the Task Force Period

In addition to reviewing in-depth the resources provided above, the following additional resources will be referenced at different points throughout the task force convening and would be of great benefit to you to become familiar with. If you aren’t already familiar with these resources, please let me or Council President Jeff Harris know and we can give you historical context before you dive in.

- [2015 Urban Land Institute Technical Assistance Panel](#)
- [2017 Master Plan](#)
- [2018 47th St. Complete Street Plan](#)
- [2021 Complete Streets Policy and Plan](#)
- [2021 Reimagine 47th Place Design Charette](#)
- [2021 Urban Land Institute Technical Assistance Panel](#)
- [2022 City Facilities Assessment and Feasibility Analysis](#)

Gold Level: Action

Bring the Age Friendly Lens to a Major City Plan

1. **City Strategic Communication Plan and Resource Campaign.**
 - i. City Administration will create a strategic communication plan for Westwood; this has also been a goal for the City Administrator.
 - ii. Our action to meet CFAA Gold Level certification will be to utilize this new plan and our communication channels for an extended communication campaign about age friendly and aging resources.
2. **Universal Design.** We are planning two Universal Design Workshops with support from MARC and Universal Design expert Richard Duncan:
 - i. Residents, real estate professionals, developers and builders
 - ii. City Staff, City Council, Planning Commission

**City of Westwood, Kansas
City Council Work Session
4700 Rainbow Boulevard
May 11, 2023 – 6:00 PM**

Council Present: David E. Waters, Mayor
Jeff Harris, Council President
Andrew Buckman, Councilmember
Jason Hannaman, Councilmember
Laura Steele, Councilmember
Holly Wimer, Councilmember

Council Absent: None

Staff Present: Leslie Herring, City Administrator
Curt Mansell, Chief of Police
John Sullivan, Director of Public Works
Abby Schneewis, City Clerk

Call to Order

Mayor Waters called the meeting to order at 6:00 p.m. on May 11, 2023. The City Clerk called roll, a quorum was present. The meeting was held in a hybrid manner with attendees being able to join in person and virtually via Zoom.

Preliminary FY 2024 Budget Discussion

Mrs. Herring provided a presentation on preliminary items for consideration during the FY 2024 budget planning process. Mayor Waters and Mrs. Herring led a general discussion about the FY 2024 budget.

Adjournment to Regular Meeting

The Work Session adjourned at 6:53 p.m. to prepare for the regular City Council meeting.

APPROVED: _____
David E. Waters, Mayor

ATTEST: _____
Abby Schneewis, City Clerk

**City of Westwood, Kansas
City Council Meeting
May 11, 2023 – 7:00 p.m.**

Council Present: David E. Waters, Mayor
Jeff Harris, Council President
Andrew Buckman, Councilmember
Jason Hannaman, Councilmember
Laura Steele, Councilmember
Holly Wimer, Councilmember

Council Absent: None

Staff Present: Leslie Herring, City Administrator
Curtis Mansell, Police Chief
John Sullivan, Public Works Director
Ryan Denk, City Attorney
Abby Schneeweis, City Clerk

Call to Order

Mayor Waters called the meeting to order at 7:00 p.m. on May 11, 2023. The City Clerk called the roll. A quorum was present. The evening's meeting was held in a hybrid manner, with attendees joining both in person and via Zoom.

Approval of Agenda

Motion by Councilmember Harris to approve the May 11, 2023, City Council meeting agenda as submitted. Second by Councilmember Buckman. Motion carried by a 5-0 voice vote.

Public Comment

No comments were made by members of the public.

Presentations and Proclamations

Mayoral Proclamation of May 15 – 21, 2023 as National Police Week

Mayor Waters proclaimed May 15 – 21, 2023 National Police Week in Westwood.

Consent Agenda

All items listed below are considered to be routine by the Governing Body and will be enacted in one motion. There will be no separate discussion of these items unless a member of the Governing Body so requests, in which event the item will be removed from the consent agenda and considered separately following approval of the consent agenda.

- A. Consider April 13, 2023, City Council Meeting Minutes
- B. Consider Appropriations Ordinance 750

Motion by Councilmember Harris to approve the Consent Agenda as submitted. Second by Councilmember Wimer. The City Clerk conducted a roll call vote. Motion carried by a 5-0 vote.

Mayor's Report

Mayor Waters shared a report on the events he attended and planned to attend as Mayor in the recent and upcoming weeks.

Councilmember Reports

No reports were made by the members of the Council.

Staff Reports**Administrative Report**

Mrs. Herring provided an overview of the April 2023 Administrative Report included in the agenda packet and offered to answer questions.

Public Works Report

Mr. Sullivan provided an overview of the April and May 2023 Public Works Report included in the agenda packet and offered to answer any questions.

Public Safety Report

Chief Mansell provided an overview of the April 2023 Public Safety Report included in the agenda packet and offered to answer questions.

Treasurer's Report

The April 2023 Treasurer's Report was included in the agenda packet, no questions or comments were made about the report.

City Attorney's Report

Mr. Denk did not have any items to report.

Old Business

No Old Business items were considered.

New Business**Consider Resolution No. 117-2023 Adopting the 2024 to 2028 City of Westwood CARS Program**

The City of Westwood on an annual basis adopts by resolution a proposed five-year County Assistance Road System (CARS) Program Project Plan. The CARS Program is administered by Johnson County to allocate the distribution of motor fuel taxes within the County to be used on specific designated roads. The recommended roadways for the City of Westwood for calendar years 2024 to 2028 is as follows:

- 2025: Mission Road, W. 53rd Street to W. 47th Street

Motion by Councilmember Steele to adopt Resolution No. 117-2023 approving the 2024 to 2028 County Assistance Road System Program for road improvements in the City of Westwood. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Consider Easement in Favor of Everage Associated with Improvements at Woodside Club

The City owns and leases to Woodside the real estate upon which the Club is situated on both the North and South sides of 47th Place. The Club's South facilities have been under renovation for several months now. Associated with these improvements Woodside has determined the need for new electrical connections to the Everage lines which run immediately South of the Club parcel. Associated

with this new electrical connection, Woodside and Evergy have requested that the City grant an easement from the Evergy lines to the new connection point with the Club facilities.

Motion by Councilmember Harris to approve the easement in favor of Evergy associated with improvements at Woodside Club. Second by Councilmember Buckman. Motion carried by a 5-0 voice vote.

Consider 2023 Addendum to the Contract for Building Official Services with the City of Mission Woods

The Contract for Building Official Services with the City of Mission Woods provides for an annual review of rates. The last time the Building Official's contractual hourly rate was adjusted was in December 2020, with an effective date of January 1, 2021. The rate adjustment at that time was from \$35/hour to \$40/hour. The cost to the City of Westwood for providing for a Building Official has increased since December 2020 and, as such, a rate increase for the City's contracting services is warranted.

The City of Westwood's cost for providing for a Building Official based on 2023 wages, benefits, and necessary insurance coverage is \$46/hour. As such, staff recommends the City Council authorize the Mayor to execute the 2023 Addendum to the Contract for Building Official Services with the City of Mission Woods to increase the hourly contract rate from \$40/hour to \$46/hour.

The City of Westwood will begin assessing the adjusted hourly rate on its invoice to Mission Woods for May 2023 services.

The budget impact of this increase will be nominally felt by both Westwood and Mission Woods. In 2022, the City of Westwood collected less than \$500 in revenue from Mission Woods for Building Official services, which services are assessed in quarter-hour increments.

Motion by Councilmember Buckman to authorize the Mayor to execute the 2023 Addendum to the Contract for Building Official Services with the City of Mission Woods. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote.

Consider 2023 Addendum to the Contract for Building Official Services with the City of Westwood Hills

The Contract for Building Official Services with the City of Westwood Hills provides for an annual review of rates. The last time the Building Official's contractual hourly rate was adjusted was in December 2020, with an effective date of January 1, 2021. The rate adjustment at that time was from \$35/hour to \$40/hour. The cost to the City of Westwood for providing for a Building Official has increased since December 2020 and, as such, a rate increase for the City's contracting services is warranted.

The City of Westwood's cost for providing for a Building Official based on 2023 wages, benefits, and necessary insurance coverage is \$46/hour. As such, staff recommends the City Council authorize the Mayor to execute the 2023 Addendum to the Contract for Building Official Services with the City of Westwood Hills to increase the hourly contract rate from \$40/hour to \$46/hour. The Addendum was approved by the Westwood Hills Governing Body at its March 13, 2023 meeting.

The City of Westwood will begin assessing the adjusted hourly rate on its invoice to Westwood Hills for May 2023 services.

The budget impact of this increase will be nominally felt by both Westwood and Westwood Hills. In 2022, the City of Westwood collected less than \$500 in revenue from Westwood Hills for Building Official services, which services are assessed in quarter-hour increments.

Motion by Councilmember Wimer to authorize the Mayor to execute the 2023 Addendum to the Contract for Building Official Services with the City of Westwood Hills. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

Consider Allowing the Consumption of Alcoholic Beverages in the City Park for 2023 City Events

Motion by Councilmember Hannaman to approve the possession and consumption of alcoholic beverages on City owned property at 5000 and 5050 Rainbow Blvd. on Friday, June 23, 2023 from 8:00 to 11:00 PM for Movie in the Park; Thursday, July 20, 2023 from 6:00- 8:00 PM for Music in the Park; Saturday, October 7, 2023 from 4:00 to 8:00 PM for Oktoberfest; and October 14, 2023 from 4:00 to 8:00 PM, in the event Oktoberfest is rescheduled. Second by Councilmember Wimer. Motion Carried by a 5-0 voice vote.

Announcements/Governing Body Comments

No announcements were made by the Governing Body.

Executive Session

Motion by Councilmember Hanaman to move into an executive session to consult with the City Attorney on Matters Relating to Real Property located at and around 5000 Rainbow Blvd. which would be deemed privileged in the attorney-client relationship and to return to the dais at 8:05 p.m. Second by Councilmember Buckman. Motion carried by a 5-0 voice vote. At 7:35 p.m. the Governing Body moved into Executive Session.

At 8:05 p.m. the Governing Body returned to the dais. Motion by Councilmember Hannaman to return to an executive session to continue to consult with the City Attorney on Matters Relating to Real Property located at and around 5000 and 5050 Rainbow Blvd. which would be deemed privileged in the attorney-client relationship and to return to the dais at 8:25 p.m. Second by Councilmember Steele. Motion carried by a 5-0 voice vote. At 8:05 p.m. the Governing Body moved into Executive Session.

At 8:25 p.m. the Governing Body returned to the dais.

Adjournment

Motion by Councilmember Hannaman to adjourn the meeting. Second by Councilmember Steele. Motion carried by a 5-0 voice vote. The meeting adjourned at 8:25 p.m.

APPROVED: _____
David E. Waters, Mayor

ATTEST: _____
Abby Schneweis, City Clerk

**City of Westwood, Kansas
Appropriation Ordinance No. 751**

AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF MAY 1, 2023 - MAY 31, 2023 AND SUMMARIZING SAID EXPENDITURE HEREIN.

	General Month Ending 5/31/2023	Capital Improvements Month Ending 5/31/2023	Equipment Reserve Month Ending 5/31/2023	Stormwater Month Ending 5/31/2023	Special Highway Month Ending 5/31/2023	Woodside TIF/CID Month Ending 5/31/2023	Debt Service Month Ending 5/31/2023	Total All Funds Month Ending 5/31/2023
Expenditures								
Salary & Benefits	151,941.37	0.00	0.00	0.00	0.00	0.00	0.00	151,941.37
Employee Expenses	1,484.95	0.00	0.00	0.00	0.00	0.00	0.00	1,484.95
Professional Fees	9,899.41	0.00	0.00	0.00	1,185.00	0.00	0.00	11,084.41
General Operating Expenses	5,581.39	0.00	0.00	0.00	0.00	0.00	0.00	5,581.39
Utilities	26,699.84	0.00	0.00	0.00	0.00	0.00	0.00	26,699.84
Equipment and Maintenance	7,169.96	0.00	0.00	0.00	0.00	0.00	0.00	7,169.96
Street and Stormwater	0.00	0.00	0.00	488.93	0.00	0.00	0.00	488.93
Park and Events	456.20	0.00	0.00	0.00	0.00	0.00	0.00	456.20
Miscellaneous	0.00	0.00	0.00	0.00	0.00	15,178.87	0.00	15,178.87
Intergovernmental	18,434.00	0.00	0.00	0.00	0.00	0.00	0.00	18,434.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	221,667.12	0.00	0.00	488.93	1,185.00	15,178.87	0.00	238,519.92

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS:

SECTION 1. The Claims included herein are hereby approved and allowed.

SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2023 are consistent with that budget and are hereby authorized, ratified and approved.

SECTION 3. This Ordinance shall take effect from and after its passage.

ADOPTED this 8th day of June, 2023.

MAYOR

ATTEST: CITY CLERK



City Administrator's Report

June 2023

To: Mayor and City Council
From: Leslie Herring, City Administrator
Date: June 8, 2023
RE: Update on some of the key areas of focus of the Administration Department

Current Priorities

2nd Quarter (April) 2023 through 3rd Quarter (September) 2023

- *Public Property and Facilities Course of Action Establishment and Execution*
 - ✓ Building on the work of the 2021 Urban Land Institute (ULI) Technical Assistance Panel (TAP) and the 2022 City Facilities Assessment and Feasibility Analysis, the Mayor allowed a project proposal to be brought forward to the City Council at the March 9, 2023 regular City Council meeting which could complement the City's goals and the findings and recommendations of the two aforementioned reports/studies. [The proposal from Karbank Real Estate Company is available via this link to the City's website.](#)
 - ✓ Following the Governing Body's approval of a Funding & Exclusivity Agreement with Karbank on March 9th, the City and the Shawnee Mission School District agreed to the form and terms of a Purchase Agreement for the Rushton property (old Westwood View) and the School Board approved it on May 22nd.
 - ✓ The Mayor, City Administrator, City Attorney, City's Financial Advisor on the project, and Bond Counsel have worked together and with Karbank to outline expectations, mechanics for land acquisition, and other terms of agreements.
 - The following are anticipated next steps in the due diligence process for the Governing Body and Karbank to work through to determine whether this project is desired and feasible:

Step 1 (Tonight's City Council Meeting):

- Terms of the development agreement with Karbank considered by Council
- City property sale contract (Dennis Park and 5050 Rainbow) approved by Council
- City property purchase agreement for former Westwood View Elementary site approved by Council

Step 2:

- Consideration of Resolution of Intent to Establish TIF District by City Council

Step 3

- Public listening workshop (date and details to come)

Step 4

- Public Hearing to Establish Public Benefit District (TIF) at City Council Meeting
- City Council vote on ordinance to create TIF District

Step 5

- Planning Commission to review all development plans and materials and request for rezoning at a Public Hearing, make recommendation to the City Council
- Consideration of Resolution of Intent to Establish TIF Project by City Council

Step 6

- City Council to vote on approval of all development plans and materials
- Public Hearing to Approve Public Benefit TIF Project at City Council Meeting

Step 7

- City leads park planning process to determine what features and amenities the park should include

Only after all materials and plans are considered, debated, and approved over a several-month process and all terms of the development agreement met, the sale will be finalized and Karbank can begin preparing for demolition and construction.

➤ *Financial Review and Planning*

- ✓ The 2022 fiscal year audit has been completed and will be presented at tonight's City Council meeting)
- The 2024 budget process is well underway and staff is working on a number of preparations to ensure a comprehensive and smooth Summer 2023 budget process, including:
 - Creation of a comprehensive Capital Improvement Plan (CIP) now that the costs and timeline of the 47th Street Complete Streets project are known and in progress; this includes:
 - Integration of the City's 2018 Streetlighting Master Plan
 - Integration of the City's 2020 stormwater system condition inventory
 - Integration of the City's 2021 Complete Streets Plan, including sidewalk plan
 - Integration of the City's 2022 pavement condition inventory

Overview presentation at tonight's City Council meeting.

- Evaluation of City fees, possible recommendations of modifications, and establishment of a Master Fee Schedule
- Integration of a public input component, with a Summer 2023 community priorities survey – ***This is anticipated to be delayed until late Fall to***

allow space and time for the land use conversations taking place and for the Rainbow Blvd. public engagement activities.

- *Rainbow Blvd. Complete Streets Traffic Management Plan*
 - ✓ The MARC Board approved the scope of work negotiated with the firm selected by the project steering/advisory committee of stakeholders in April and the Notice to Proceed was issued on May 31, 2023.
 - A project kick-off with WSP Consulting, MARC, and the local project stakeholders is in the process of being scheduled. Work is expected to begin in June with a formal project kick-off. Public engagement is scheduled to take place over the summer, with final reporting out of recommendations and findings to take place in Fall 2023.

- *Communities for All Ages – Gold Level Recognition*
 - ✓ Bronze level recognition – community awareness – was approved by the joint MARC First Suburbs Coalition and CFAA recognition review committee in November 2022.
 - ✓ Silver level recognition – community assessment – was approved by the joint MARC First Suburbs Coalition and CFAA recognition review committee in April 2023 and the official presentation by MARC was at the First Suburbs Coalition meeting on April 21, 2023, with a ceremonial presentation to the Westwood Governing Body planned for tonight’s City Council meeting.
 - Council President Jeff Harris and staff will work together to create a Communications Strategic Plan, including a content calendar for the City to best integrate the work of the Bronze and Silver level work. This document will be submitted to the joint MARC First Suburbs Coalition and CFAA recognition review committee in October 2023.

- *Administrative Department Reorganization and Continuity Planning*
 - *Since the creation of the City Administrator role last summer, the following changes have been made with the Administration Department or are currently taking place:*
 - *City Clerk position separated from Chief Administrative Officer (position now dissolved) and Abby Schneweis appointed to the position in February 2023 (Assistant City Clerk position dissolved)*
 - *Municipal Court Clerk now reporting to City Administrator (historically reported to Mayor)*
 - *Municipal Court Clerk (Shelley Floyd) and City Clerk began cross-training in Spring 2023 to distance the Police Department from involvement in receiving money for fines and court costs*
 - *During the process of assessment of the City’s administrative functions, it was found that staff is cross-trained to create redundancy for most every function in the Department except for building inspections and plan reviews. As such, Public Works employee Nick Finck was identified as an ideal candidate to invite to learn the building inspection and plan review trade and to work toward becoming certified to allow the City redundancy in this position as well. Nick will work with Building Official Eddie McNeil*

and Public Works Director John Sullivan to cross-train on right-of-way management and building and codes matters. He will maintain his primary position as Public Works Maintenance Worker and scheduling and Departmental workload will be closely monitored while he is training.

➤ **Cybersecurity and Continuity Planning**

- ✓ Beginning January 2023, Johnson County is contracted to bring the Administration and Public Works Departments onto its IT system (the Police Department is already supported by Johnson County).
- Implementation is underway but a timeline for completion hasn't yet been provided.
- Staff cybersecurity training has been taking place and is ongoing. This online, self-paced training is provided through the City's risk pool, Midwest Public Risk (MPR). This annual training will also be provided to Governing Body members in the months to come.

Building Permits

The following is a snapshot of select building permits of note issued last month:

Residential

New Construction:

- 2914 W. 48th Ter. – Construct single-family house (existing owner)

Additions:

- 3006 W. 51st Ter. – New detached two car garage with ADU above

Alterations:

- 2813 W. 47th Ter. – Kitchen remodel

Demolition:

- 2914 W. 48th Ter. – Demolish single-family house

Misc: None

Commercial

New Construction: None

Additions: None

Alterations:

- 2330 Shawnee Mission Pkwy. (KU) – Converting office space into small mental wellness clinic

Demolition: None

Westwood Public Works Monthly Report

TO: GOVERNING BODY
FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS
RE: MONTHLY REPORT, MAY 2023
DATE: JUNE 6, 2023

Some of the activities for Public Works in May include:

1. Daily collection of trash from City Hall and City Parks.
2. Perform a weekly inspection of the playground equipment and park facilities.
3. Perform a weekly inspection of the traffic control signs throughout the city; replace poles and signs as required.
4. I prepared the Purchase Orders and documentation for those purchases.
5. Performed routine maintenance at the City Hall to include the servicing of the air handling equipment, re-lamping fixtures and repairing or installing appurtenances including plumbing fixtures.
6. I represented the city at various meetings to include:
 - ULCC Meeting – 1 hr. – Virtual
 - Fireworks Meeting – 1 hr. – In person
 - Public Works Directors Meeting – 1.5 hrs. – In person
 - STP Meeting – 1 hr. – Virtual
 - UPROW Committee Meeting – 1 hr. - Virtual
7. Received, via email, Kansas One-Call Locate Requests, advised callers of their status with the City of Westwood regarding utilities and advised, when appropriate, the need to either get an excavation permit, building permit or fence permit. I provided the building official with a copy of the locate requests for follow-up for any building permits that may be required and answered any questions when asked.
8. We performed routine maintenance on the Public Works vehicles and equipment to include fluid services, cleaning, and general repairs.
9. Routine maintenance of the Public Works Facility to include the air handling equipment, plumbing, electrical, and cleaning.
10. Performed various clerical duties for the Public Works Department's daily functions.
11. I attended Public Works, City Council and Staff and Committee meetings as required.
12. Observed activities associated with ROW Permits.
13. We marked streetlight utilities when requested by the One-Call System.
14. We performed monthly safety checks at all City properties as well as monthly fire extinguisher inspections.
15. Mitch attends monthly Safety Committee Meetings.
16. We repaired Streetlights as needed.
17. We patched potholes.
18. We swept streets.
19. We cleaned catch basin fronts.
20. Performed routine maintenance on equipment.

21. I am attending the weekly progress meetings on W. 47th Street.
22. We installed a new electrical meter box at 47th and Mission Rd. fountain.
23. We rented trucks and moved the new light poles from the storage to the PW Bldg.
24. We planted decorative grasses around the cul-de-sac on W. 49th Street.
25. We trimmed trees on W. 47th Street and at Joe Dennis Park.
26. We trimmed shrubs at the park on W. 47th Terrace.
27. We replaced a street sign and pole that were knocked down on W. 47th Terrace.
28. We took the bucket truck for repairs, still awaiting its completion.
29. We planted flowers at City Hall pots.
30. We continued prepping the tennis court for surfacing, applied surface color and stripped the court and reinstalled the tennis net.
31. We repaired potholes.
32. We swept streets in Westwood and Mission Woods.
33. We put out the garage sale banners.
34. We repaired a knocked down street sign at W. 50th Street and Booth.

This concludes my activities report for some of the activities for Public Works in May.

Westwood Public Works

To: Governing Body
From: John Sullivan, Director of Public Works
Date: June 6, 2023
Re: Monthly Status Report

- W. 47th Street Project: The southside (Westwood) is nearly complete as far as the concrete work. The streetlight foundations and conduit have been installed on the southside as well as about half of the irrigation system. The site amenities have been installed as well on the southside of the project. The traffic has been shifted to the southside of the street with demolition complete on the north side. The curb and gutter as well as driveway approaches are currently being installed. The replacement stormwater inlets have been installed. We are still anticipating a late August early September completion for construction. Plantings will come after that.
- Westwood View School Project: The entire area on the east and north sides of the school have been sodded. The school district has been watering and it looks very good at this point.
- 2023 F-550 and Equipment: The order has been placed for the truck and equipment. We have not been given a build date yet.
- CCLIP funding: I have resubmitted the project to KDOT.
- Forestry Grant: We did not receive the forestry grant as our community incomes are too high and therefore did not meet the threshold for low income. I was not told that this was the criteria that was first and foremost to be considered.
- CIP: Leslie and I are working on a comprehensive plan to include street work, sidewalks, street lights and stormwater.

WESTWOOD					
May-23					
ACTIVITIES / OFFENSE	THIS MONTH	23-YTD	22-YTD	23-Avg	CHANGE
<i>PART I CRIMES</i>					
MURDER					No Change
RAPE					No Change
ROBBERY					No Change
BURGLARY					
BUSINESS		1	2	0.20	-1
RESIDENTIAL		1	2	0.20	-1
VEHICLE	1	9	18	1.80	-9
MOTOR VEH THEFT	1	4	2	0.80	2
LARCENY / THEFT	1	10	11	2.00	-1
ASSAULT / BATTERY		2	1	0.40	1
ARRESTS					
FELONY		3		0.60	3
MISDEMEANOR		1	2	0.20	-1
TRAFFIC					No Change
DRUG	3	5	2	1.00	3
DUI		1	1	0.20	No Change
WARRANTS	9	36	19	7.20	17
CONFINED					No Change
SUMMONS					
HAZARD	24	73	81	14.60	-8
NON-HAZARD	144	361	284	72.20	77
DUI		1	1	0.20	No Change
ORD. VIOLATION		8	4	1.60	4
PARKING	1	6	New Data	1.20	#VALUE!
ACCIDENTS					
NON-INJURY	5	9	11	1.80	-2
INJURY	1	4	5	0.80	-1
PRIVATE PROPERTY	1	6	6	1.20	No Change
CALLS					
ADMIN.DUTIES-PD	55	328	262	65.60	66
ADMIN.DUTIES - CITY	13	34	125	6.80	-91
ALARM	5	31	22	6.20	9
ANIMAL	7	22	14	4.40	8
ASSIST - POLICE	25	75	62	15.00	13
ASSIST - PUB MOTOR	19	95	90	19.00	5
BLD. CHECK-SHAKE		1	20	0.20	-19
BLD. CHECK-PATROL	1390	6200	3295	1240.00	2905
BUSINESS CHECK	334	1622	59	324.40	1563
CHECK LIGHTS			New data		#VALUE!
CIVIL MATTER	1	2	5	0.40	-3
CRIMINAL DAMAGE		8	1	1.60	7
CRIMINAL THREAT		1	New Data	0.20	#VALUE!
DISTURBANCE	4	16	4	3.20	12
DISORDERLY CONDUCT			New Data		#VALUE!
DOMESTIC VIOLENCE			New Data		#VALUE!
FIELD INTERVIEW					No Change
FIRE	1	12	3	2.40	9
FOLLOW UP	13	70	48	14.00	22
INFO / INVESTIGATION	3	12	11	2.40	1

WESTWOOD					
May-23					
ACTIVITIES / OFFENSE	THIS MONTH	23-YTD	22-YTD	23-Avg	CHANGE
INVOLUNTARY COMMITTAL	3	12		2.40	12
JUVENILE			3		-3
MEDICAL	20	83	42	16.6	41
MENTAL HEALTH	1	2	New Data	0.4	#VALUE!
MISSING PERSON			New Data		#VALUE!
NATURE UNKNOWN			1		-1
NOISE COMPLAINT	1	2	1	0.4	1
OPEN DOOR	2	11	12	2.2	-1
ORD VIOLATION WARNING					No Change
PROWLER			New Data		#VALUE!
PED CHECK	2	3	2	0.6	1
PUBLIC SERVICE	13	71	46	14.2	25
RECOVERED PROPERTY	2	5	6	1	-1
RESIDENCE CHECK	45	266		53.2	266
RUNAWAY		1	New Data	0.2	#VALUE!
SUICIDE					No Change
SUICIDE ATTEMPT					No Change
SUSPICIOUS SUBJECT	12	28	23	5.6	5
SUS VEHICLE OCC	2	8	4	1.6	4
SUS VEHICLE UNOCC	9	34	8	6.8	26
TELE HARRASSMENT		1		0.2	1
TELE THREAT					No Change
TRAFFIC COMPLAINT	13	24	21	4.8	3
TRESPASS	2	2	New Data	0.4	#VALUE!
UNKNOWN 911	3	9	New Data	1.8	#VALUE!
UNATTENDED DEATH		1		0.2	1
WELL BEING CHECK	2	9	New Data	1.8	#VALUE!

TOTAL CALLS			
Total Activity	2012	Last Year - YTD Activity	4079
Year to Date Activity	9147	Difference in Activity	5068
Total Monthly Summons	169		
Hazardous Summons Percentage	14%		

**WESTWOOD
INCIDENT SUMMARY**

Item C. Section VIII, Item

BURGLARY TO AUTO

CASE NO: 20230141 **LOCATION:** 4701 Mission Rd
DATE : 05/10/2023
ACTIVITY: Unknown suspect(s) gained access into the unlocked vehicle and took several items including a backpack with all its contents. There was a phone and computer that were taken also.

MOTOR VEHICLE THEFT

CASE NO: 20230136 **LOCATION:** 4817 Booth Ave
DATE : 05/03/2023
ACTIVITY: Unknown suspect enters the victim's vehicle and then proceeds to drive off with it.

LARCENY / THEFT

CASE NO: 20230134 **LOCATION:** 4701 Mission Rd
DATE : 05/01/2023
ACTIVITY: Unknown suspect(s) pushed a cart full of groceries out of the store without paying for them.

WESTWOOD
COURT SUMMARY
MAY, 2023

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS	
May 05, 2023	39	00	\$ 4,975.00	22	10	
May 19, 2023	17	04	\$ 4,962.00	00	02	
TOTALS						
May, 2023	56	04	\$ 9,937.00	22	12	
May, 2022	69	09	\$ 6,732.00	48	29	
TOTAL (9,937.00) less						
					* Kansas DL fees:	\$162.00
					* Judges Training Fund:	\$ 24.00
					* LET Training Fund:	\$ 540.00
					* Seat Belt Fund:	\$ 20.00
May 2023 TOTAL:						\$ 9,191.00

Y.T.D. TOTALS 2023		Y.T.D. TOTALS 2022	
ARRAIGNMENTS:	261	ARRAIGNMENTS:	222
TRIALS	53	TRIALS:	36
LETTERS:	91	LETTERS:	132
WARRANTS:	82	WARRANTS:	94
FINES:	\$34,901.00	FINES:	\$29,024.50
KS DL FEES:	\$446.00	KS DL FEES:	\$803.00
JUDGES FUND:	\$77.00	JUDGES FUND:	\$65.50
L.E.T.FUND:	\$ 1,745.00	L.E.T FUND:	\$1,437.50
COMM CORRECTIONS:	\$00.00	COMM CORRECTIONS:	\$00.00
SEAT BELT FUND:	\$80.00	SEAT BELT FUND:	\$20.00

**City of Westwood
Treasurer's Report
5/31/23**

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
 - a. Ending unencumbered cash through 5/31/2023 of \$2,838,946 and remains up from year end by \$506,536.
2. Cash Flow – shows beginning cash by fund and associated revenues and expenditures for each fund in a more summarized format.
3. Statement of Operations – General Fund
 - a. Revenue received for the month of \$201,726. Revenue received year to date of \$1,467,021 compared to the prior year to date of \$1,318,934 which is up by \$148,086.
 - i. Taxes – Taxes collected in May were \$94,544. This is up by \$86,619 for the year.
 - ii. Fees and Licenses – up year to date by \$37,556 which includes the pool fees of \$13K.
 - iii. Building Permits – up by \$19,389 through May.
 - iv. Intergovernmental Fees are down by \$6,473 for the year
 - v. Miscellaneous income increased in May by \$22,112.
 - b. May Expenditures totaled \$221,667. Year to Date Expenditures through May were \$1,191,806. This is an increase of \$113,868 from the prior year to date.
 - i. Administrative expenditures were \$46,827 for the month. Overall expenditures in Admin increased by \$96,189. The increase is due to moving the Court Clerk and related expenditures of the municipal court from the Police Department.
 - ii. Utilities in the General Fund are up by \$13,505 for the year. In addition, the professional fess are up by \$21,475 over the prior year – this is due to an increase in legal fees of \$5K and insurance and bond premiums paid by \$16K.
 - iii. Public Works total expenditures were \$35,321 for the month. The year to date expenditures are down by \$34,484 from the prior year. Salary and Benefits down 17K. Equipment is down by \$8,520 and general operating expenses have decreased by \$3,805.
 - iv. Police expenditures are \$78,753 this month. The total expenditures are down from prior year by \$32,645. A portion of this decrease is due to the Court Clerk and expenditures being moved to administrative expenses. The equipment expense is down over the prior year by \$5,226.
 - v. Parks and Rec total expenditures of \$4,626 for the month, spending is nominal to date.
 - c. Net Receipts Over (Under) Expenditures in the General Fund were \$19,941 negative for the month, year to date Receipts Over Expenditures is positive at \$275,215 which is up from the prior year to date by \$34,218.
4. Other Funds – Current Month and Year to Date
 - a. CIP – May collection of Sales Tax Revenue totaled \$30,504. No expenditures this month.
 - b. Debt Service – Made a bond payment for \$15,179 in April.

I am happy to answer any questions upon request.

Michelle Ryan
City of Westwood Treasurer

ACCOUNTANTS' COMPILATION REPORT

To the City Council
City of Westwood, Kansas
Westwood, Kansas

Management is responsible for the accompanying financial statements of **City of Westwood, Kansas** (a municipal entity), which comprises the statement of assets, liabilities and fund balance by fund – regulatory basis, statement of cash flow – regulatory basis, and statement of receipts and expenditures – regulatory basis as of and for the one month ended May 31, 2023, in accordance with the regulatory basis of accounting, and for determining that the regulatory basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

The financial statements are prepared in accordance with the regulatory basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the regulatory basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the City's assets, liabilities, fund balance, receipts, and expenditures. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

We are not independent with respect to **City of Westwood, Kansas**.



ADAMSBROWN, LLC
Certified Public Accountants
Overland Park, Kansas

June 5, 2023



City of Westwood, Kansas
Statement of Assets, Liabilities and Fund Balance by Fund - Regulatory Basis
 As of May 31, 2023

	General Fund 05/31/2023	Capital Improvements Fund 05/31/2023	Equipment Reserve Fund 05/31/2023	Stormwater Fund 05/31/2023	Special Highway Fund 05/31/2023	Woodside TIF/CID Fund 05/31/2023	Debt Service Fund 05/31/2023	All Funds 05/31/2023
Assets								
Current Assets								
Cash In Bank	1,656,425.00	(76,688.00)	253,908.84	243,387.93	153,578.84	489,518.00	82,337.68	2,802,468.29
Cash In Bank - Bond Fund	36,129.28	0.00	0.00	0.00	0.00	0.00	0.00	36,129.28
Cash In Bank - Woodside Village Acct	9.42	0.00	0.00	0.00	0.00	0.00	0.00	9.42
Petty Cash	339.00	0.00	0.00	0.00	0.00	0.00	0.00	339.00
Total Current Assets	1,692,902.70	(76,688.00)	253,908.84	243,387.93	153,578.84	489,518.00	82,337.68	2,838,945.99
Total Assets	\$ 1,692,902.70	\$ (76,688.00)	\$ 253,908.84	\$ 243,387.93	\$ 153,578.84	\$ 489,518.00	\$ 82,337.68	\$ 2,838,945.99
Liabilities and Fund Balance								
Current Liabilities								
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	35,969.99	0.00	0.00	0.00	0.00	0.00	0.00	35,969.99
KPERS/KPF Payable	(0.01)	0.00	0.00	0.00	0.00	0.00	0.00	(0.01)
Great West 457 Payable	1,361.00	0.00	0.00	0.00	0.00	0.00	0.00	1,361.00
Total Current Liabilities	37,340.17	0.00	0.00	0.00	0.00	0.00	0.00	37,340.17
Total Liabilities	37,340.17	0.00	0.00	0.00	0.00	0.00	0.00	37,340.17
Fund Balance								
Fund Balance	1,380,347.45	(313,412.09)	253,908.84	182,022.82	105,656.58	457,313.22	170,342.00	2,236,178.82
Fund Balance - Current Year	275,215.08	236,724.09	0.00	61,365.11	47,922.26	32,204.78	(88,004.32)	565,427.00
Total Fund Balance	1,655,562.53	(76,688.00)	253,908.84	243,387.93	153,578.84	489,518.00	82,337.68	2,801,605.82
Total Liabilities and Fund Balance	\$ 1,692,902.70	\$ (76,688.00)	\$ 253,908.84	\$ 243,387.93	\$ 153,578.84	\$ 489,518.00	\$ 82,337.68	\$ 2,838,945.99

See accountants' compilation report.



City of Westwood, Kansas
Statement of Cash Flow - Regulatory Basis
 For the One Month Ended May 31, 2023

	General Fund Month Ending 05/31/2023	Capital Improvements Fund Month Ending 05/31/2023	Equipment Reserve Fund Month Ending 05/31/2023	Stormwater Fund Month Ending 05/31/2023	Special Highway Fund Month Ending 05/31/2023	Woodside TIF/CID Fund Month Ending 05/31/2023	Debt Service Fund Month Ending 05/31/2023	All Funds Month Ending 05/31/2023
Unencumbered Cash, Beginning Period	1,713,718.63	(107,192.00)	253,908.84	243,876.86	154,763.84	477,564.50	82,337.68	2,818,978.35
Receipts								
Taxes	94,543.63	30,504.00	0.00	0.00	0.00	0.00	0.00	125,047.63
Fees and Licenses	72,181.36	0.00	0.00	0.00	0.00	0.00	0.00	72,181.36
Building Permits	8,589.70	0.00	0.00	0.00	0.00	0.00	0.00	8,589.70
Intergovernmental	13,758.34	0.00	0.00	0.00	0.00	0.00	0.00	13,758.34
Restricted Use	0.00	0.00	0.00	0.00	0.00	27,132.37	0.00	27,132.37
Fines	9,249.00	0.00	0.00	0.00	0.00	0.00	0.00	9,249.00
Miscellaneous	3,404.17	0.00	0.00	0.00	0.00	0.00	0.00	3,404.17
Total Receipts	201,726.20	30,504.00	0.00	0.00	0.00	27,132.37	0.00	259,362.57
Expenditures								
Salary & Benefits	151,941.37	0.00	0.00	0.00	0.00	0.00	0.00	151,941.37
Employee Expenses	1,484.95	0.00	0.00	0.00	0.00	0.00	0.00	1,484.95
Professional Fees	9,899.41	0.00	0.00	0.00	1,185.00	0.00	0.00	11,084.41
General Operating Expenses	5,581.39	0.00	0.00	0.00	0.00	0.00	0.00	5,581.39
Utilities	26,699.84	0.00	0.00	0.00	0.00	0.00	0.00	26,699.84
Equipment and Maintenance	7,169.96	0.00	0.00	488.93	0.00	0.00	0.00	7,658.89
Park and Events	456.20	0.00	0.00	0.00	0.00	0.00	0.00	456.20
Miscellaneous	0.00	0.00	0.00	0.00	0.00	15,178.87	0.00	15,178.87
Intergovernmental	18,434.00	0.00	0.00	0.00	0.00	0.00	0.00	18,434.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	221,667.12	0.00	0.00	488.93	1,185.00	15,178.87	0.00	238,519.92
Adjustments								
Increase / (Decrease) in Payables	(125.01)	0.00	0.00	0.00	0.00	0.00	0.00	(125.01)
Increase / (Decrease) in Refundable Bond Deposits	(750.00)	0.00	0.00	0.00	0.00	0.00	0.00	(750.00)
Total Adjustments	875.01	0.00	0.00	0.00	0.00	0.00	0.00	875.01
Ending Cash	\$ 1,692,902.70	\$ (76,688.00)	\$ 253,908.84	\$ 243,387.93	\$ 153,578.84	\$ 489,518.00	\$ 82,337.68	\$ 2,838,945.99



City of Westwood, Kansas
Statement of Receipts and Expenditures - Regulatory Basis
 General Fund
 For The Five Months Ended May 31, 2023 and 2022

	<u>Month Ending</u> <u>05/31/2023</u> <small>Actual</small>	<u>Year To Date</u> <u>05/31/2023</u> <small>Actual</small>	<u>Year To Date</u> <u>05/31/2022</u> <small>Prior Year</small>	<u>Year Ending</u> <u>12/31/2023</u> <small>Current Budget</small>	<u>Over/(Under) Budget</u>
Receipts					
Taxes	\$ 94,543.63	\$ 1,000,324.09	\$ 913,705.43	\$ 2,113,906.00	(1,113,581.91)
Fees and Licenses	72,181.36	240,575.43	203,019.15	447,200.00	(206,624.57)
Building Permits	8,589.70	47,811.70	28,422.68	70,000.00	(22,188.30)
Intergovernmental	13,758.34	118,694.07	125,167.92	323,885.00	(205,190.93)
Fines	9,249.00	32,199.00	28,307.25	90,000.00	(57,801.00)
Reimbursements	0.00	0.00	15,007.45	0.00	0.00
Miscellaneous	3,404.17	27,416.29	5,304.43	4,250.00	23,166.29
Total Receipts	<u>201,726.20</u>	<u>1,467,020.58</u>	<u>1,318,934.31</u>	<u>3,049,241.00</u>	<u>(1,582,220.42)</u>
Expenditures					
General Overhead					
Salary & Benefits	5,594.59	19,579.27	10,118.59	38,450.00	(18,870.73)
Employee Expenses	58.00	2,325.67	5,589.49	8,000.00	(5,674.33)
Professional Fees	4,919.30	153,545.78	132,071.07	240,250.00	(86,704.22)
General Operating Expenses	1,366.37	10,726.96	5,206.31	20,000.00	(9,273.04)
Utilities	18,069.52	89,713.86	76,208.75	252,850.00	(163,136.14)
Equipment and Maintenance	4.95	4.95	0.00	0.00	4.95
Park and Events	0.00	5,866.24	2,021.43	14,750.00	(8,883.76)
Miscellaneous	0.00	0.00	0.00	30,000.00	(30,000.00)
Intergovernmental	18,434.00	18,434.00	0.00	20,000.00	(1,566.00)
Interfund Transfers	0.00	0.00	0.00	128,830.00	(128,830.00)
Total General Overhead	<u>48,446.73</u>	<u>300,196.73</u>	<u>231,215.64</u>	<u>753,130.00</u>	<u>(452,933.27)</u>
Administrative					
Salary & Benefits	45,321.53	224,296.35	134,173.51	456,653.00	(232,356.65)
Employee Expenses	197.97	1,468.54	2,420.05	14,500.00	(13,031.46)
Professional Fees	887.54	7,462.16	175.00	48,000.00	(40,537.84)
General Operating Expenses	419.53	1,383.73	1,653.33	2,500.00	(1,116.27)
Interfund Transfers	0.00	0.00	0.00	5,000.00	(5,000.00)
Total Administrative	<u>46,826.57</u>	<u>234,610.78</u>	<u>138,421.89</u>	<u>526,653.00</u>	<u>(292,042.22)</u>
Public Works					
Salary & Benefits	30,615.47	167,656.54	184,261.76	438,117.00	(270,460.46)
Employee Expenses	274.20	2,706.05	3,473.48	7,900.00	(5,193.95)
Professional Fees	0.00	0.00	0.00	17,000.00	(17,000.00)
General Operating Expenses	1,475.80	8,208.43	12,013.57	27,550.00	(19,341.57)
Utilities	1,458.44	6,015.27	3,801.75	14,000.00	(7,984.73)
Equipment and Maintenance	1,497.57	11,845.34	20,364.95	60,500.00	(48,654.66)
Interfund Transfers	0.00	0.00	0.00	50,000.00	(50,000.00)
Total Public Works	<u>35,321.48</u>	<u>196,431.63</u>	<u>223,915.51</u>	<u>615,067.00</u>	<u>(418,635.37)</u>
Police					
Salary & Benefits	71,133.46	403,009.35	424,354.09	985,422.00	(582,412.65)
Employee Expenses	954.78	8,248.87	10,439.00	27,000.00	(18,751.13)
Professional Fees	4,092.57	13,446.35	17,511.92	30,000.00	(16,553.65)
General Operating Expenses	2,152.06	18,208.71	19,137.49	58,100.00	(39,891.29)

See accountants' compilation report.



City of Westwood, Kansas
Statement of Receipts and Expenditures - Regulatory Basis
 General Fund
 For The Five Months Ended May 31, 2023 and 2022

	Month Ending 05/31/2023	Year To Date 05/31/2023	Year To Date 05/31/2022	Year Ending 12/31/2023	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Utilities	236.78	929.36	918.50	4,500.00	(3,570.64)
Equipment and Maintenance	183.74	2,692.98	7,919.81	10,500.00	(7,807.02)
Park and Events	0.00	1,100.00	0.00	1,000.00	100.00
Interfund Transfers	0.00	0.00	0.00	30,000.00	(30,000.00)
Total Police	78,753.39	447,635.62	480,280.81	1,146,522.00	(698,886.38)
Parks & Rec					
General Operating Expenses	167.63	1,166.12	40.66	2,000.00	(833.88)
Utilities	6,935.10	9,863.25	2,737.87	30,000.00	(20,136.75)
Equipment and Maintenance	5,483.70	7,619.89	920.42	6,000.00	1,619.89
Park and Events	456.20	726.20	404.28	13,250.00	(12,523.80)
Total Parks & Rec	13,042.63	19,375.46	4,103.23	51,250.00	(31,874.54)
Non-Departmental					
Salary & Benefits	(723.68)	(6,444.72)	0.00	0.00	(6,444.72)
Total Non-Departmental	(723.68)	(6,444.72)	0.00	0.00	(6,444.72)
Total Expenditures	221,667.12	1,191,805.50	1,077,937.08	3,092,622.00	(1,900,816.50)
Receipts Over (Under) Expenditures	\$ (19,940.92)	\$ 275,215.08	\$ 240,997.23	\$ (43,381.00)	318,596.08

See accountants' compilation report.



City of Westwood, Kansas
Statement of Receipts and Expenditures - Regulatory Basis
 Other Funds
 For The One Month Ended May 31, 2023

	Other Funds					
	Capital Improvements Fund	Equipment Reserve Fund	Stormwater Fund	Special Highway Fund	Woodside TIF/CID Fund	Debt Service Fund
	Month To Date 05/31/2023 Actual	Month To Date 05/31/2023 Actual	Month To Date 05/31/2023 Actual	Month To Date 05/31/2023 Actual	Month To Date 05/31/2023 Actual	Month To Date 05/31/2023 Actual
Receipts						
Taxes						
City Sales & Use Tax - Special	\$ 30,504.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Taxes	30,504.00	0.00	0.00	0.00	0.00	0.00
Restricted Use						
WV CID-1	0.00	0.00	0.00	0.00	18,628.73	0.00
WV CID-2	0.00	0.00	0.00	0.00	8,503.64	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	30,504.00	0.00	0.00	0.00	27,132.37	0.00
Expenditures						
Professional Fees	0.00	0.00	0.00	1,185.00	0.00	0.00
Equipment and Maintenance						
Repairs & Maint Leaf Truck	0.00	0.00	488.93	0.00	0.00	0.00
Total Equipment and Maintenance	0.00	0.00	488.93	0.00	0.00	0.00
Miscellaneous						
UMB CID Payment	0.00	0.00	0.00	0.00	15,178.87	0.00
Total Miscellaneous	0.00	0.00	0.00	0.00	15,178.87	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	488.93	1,185.00	15,178.87	0.00
Receipts Over (Under) Expenditures	\$ 30,504.00	\$ 0.00	\$ (488.93)	\$ (1,185.00)	\$ 11,953.50	\$ 0.00

See accountants' compilation report.



City of Westwood, Kansas
Statement of Receipts and Expenditures - Regulatory Basis
 Other Funds
 For The Five Months Ended May 31, 2023

Other Funds

	Capital Improvements Fund Year To Date 05/31/2023 Actual	Equipment Reserve Fund Year To Date 05/31/2023 Actual	Stormwater Fund Year To Date 05/31/2023 Actual	Special Highway Fund Year To Date 05/31/2023 Actual	Woodside TIF/CID Fund Year To Date 05/31/2023 Actual	Debt Service Fund Year To Date 05/31/2023 Actual
Receipts						
Taxes						
Ad Valorem Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 9,979.58
City Sales & Use Tax - Special	149,567.28	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	341.11
Total Taxes	149,567.28	0.00	0.00	0.00	0.00	10,320.69
Restricted Use						
Stormwater Utility Fee	0.00	0.00	64,899.92	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	41,866.74	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	7,389.70	0.00	0.00
WV CID-1	0.00	0.00	0.00	0.00	147,855.00	0.00
WV CID-2	0.00	0.00	0.00	0.00	38,037.69	0.00
Reimbursements	95,626.62	0.00	0.00	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	245,193.90	0.00	64,899.92	49,256.44	185,892.69	10,320.69
Expenditures						
Professional Fees	406.00	0.00	0.00	1,185.00	0.00	3,000.00
Equipment and Maintenance						
Repairs & Maint Leaf Truck	0.00	0.00	543.92	0.00	0.00	0.00
Stone Wall Repairs	3,570.00	0.00	0.00	0.00	0.00	0.00
Total Equipment and Maintenance	3,570.00	0.00	543.92	0.00	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	4,493.81	0.00	0.00	0.00	0.00	56,668.75
Special Highway Expense	0.00	0.00	0.00	149.18	0.00	0.00
Stormwater Expense	0.00	0.00	2,990.89	0.00	0.00	0.00
Total Street and Stormwater	4,493.81	0.00	2,990.89	149.18	0.00	56,668.75
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	37,204.78	0.00
WV TIF 40% Sales Tax	0.00	0.00	0.00	0.00	26,038.73	0.00
UMB CID Payment	0.00	0.00	0.00	0.00	90,444.40	0.00
Interest on GO Bond	0.00	0.00	0.00	0.00	0.00	38,656.26
Total Miscellaneous	0.00	0.00	0.00	0.00	153,687.91	38,656.26
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	8,469.81	0.00	3,534.81	1,334.18	153,687.91	98,325.01
Receipts Over (Under) Expenditures	\$ 236,724.09	\$ 0.00	\$ 61,365.11	\$ 47,922.26	\$ 32,204.78	\$ (88,004.32)

See accountants' compilation report.



City of Westwood, Kansas
Summary of Expenditures - Actual and Budget
Regulatory Basis
For The Year Ended May 31, 2023

	Certified Budget	Expenditures Chargeable to Current Year	Difference Over/(Under)
Expenditures			
General Fund	3,092,622.00	1,191,805.50	(1,900,816.50)
Capital Improvements Fund	219,000.00	8,469.81	(210,530.19)
Equipment Reserve Fund	10,000.00	0.00	(10,000.00)
Stormwater Fund	119,516.00	3,534.81	(115,981.19)
Special Highway Fund	10,000.00	1,334.18	(8,665.82)
Woodside TIF/CID Fund	600,000.00	153,687.91	(446,312.09)
Debt Service Fund	337,312.50	98,325.01	(238,987.49)
Total Expenditures	4,388,450.50	1,457,157.22	(2,931,293.28)

See accountants' compilation report.

COUNCIL ACTION FORM

Meeting Date: June 8, 2023

Staff Contact: Ryan Denk, City Attorney

Agenda Item: Real Estate Purchase Agreement with Shawnee Mission School District

Background/Description of Item: The action for Council's consideration is approval of and authorization granted to the Mayor to enter into a Real Estate Purchase Agreement with the Shawnee Mission School District ("SMSD Agreement") for the purchase of two parcels of land totaling 4.97 acres at the former Westwood View (temporarily Rushton School) site (the "SMSD Property"). The SMSD Property was previously the subject of an Option Agreement between the City and the SMSD Property which contemplated that the City would have an option to purchase the SMSD Property after the new Westwood View School was constructed. The role of the SMSD Property is further discussed in the Message from Mayor Waters relating to the City's proposed construction of a City park on the Western portion of the property and a portion of the property being used to serve the Karbank development.

The terms of the SMSD Agreement generally provide for the City to acquire the SMSD Property for the purchase price of \$2.65M. Upon entering into the SMSD Agreement, the City has a 6-month due diligence period. This due diligence period will overlap with Karbank's due diligence period relating to the acquisition of the four city owned parcels which front on Rainbow Boulevard. During the due diligence periods, several approvals and satisfaction of conditions precedent must be met to the satisfaction of the City and Karbank to put the City in a position to close on the SMSD property. Most importantly for the City's acquisition of the SMSD Property is the donation of sufficient funds to allow the City to pay the purchase price and close. If the City did not receive such funding, it would be permitted to cancel the SMSD Agreement. Other necessary approvals during the due diligence period include planning and zoning approvals for the Karbank project and site studies to demonstrate to the parties that the properties in question are conducive to the proposed uses – i.e. environmental, geotechnical, surveys, etc. At a subsequent date, a Donation Agreement will come before the Council for consideration laying out the terms and conditions of the donation of funds to allow the City to acquire the SMSD Property and to demolish the on-site improvements. Generally speaking, the donating foundations will require that the donated funds are used to acquire the SMSD Property, demolish the existing improvements and that the City commit to the use of the Western portion to be retained by the City for park purposes. Such use restriction would be in the form of covenants and restrictions filed upon the property restricting the use to park purposes under the terms stated in the covenant. The Declaration of Covenants and restrictions will come before you at the time that the Donation Agreement is to be considered.

Closing on the SMSD Property under the terms of the SMSD Agreement would occur in January, 2024. Because the School District anticipates the need to continue to occupy the school for the continued operation of Rushton Elementary, the SMSD Agreement provides for a lease back of the SMSD Property through the end of July, 2024. Accordingly, from the time that the SMSD Property closed until the end of the lease term, the City would own all 4.97 acres and would lease the same back to the District. As outlined in the Karbank Real Estate Purchase Agreement, the deed for the agreed upon Eastern portion of the SMSD Property to become part of the Karbank development would be executed at Closing in January of 2024 and held in escrow until the School District vacates the property at the end of July 2024, at which time it would be filed and become effective.

Remaining details relating to the funding of park improvements and other aspects of the overall project will be more specifically detailed in later documents for Council and public consideration.

Staff Comments/Recommendation: Staff recommends approval.

Budget Impact: Relative to the SMSD Property acquisition by itself, if the referenced donation covering such costs, there should be no budget impact to the City. Potential costs of park improvements and revenue sources to fund such costs are in the process of being determined during this due diligence period.

Suggested Motion: Move that the Council approve the Real Estate Purchase Agreement with the Shawnee Mission School District and authorize the Mayor to execute the same.

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement"), is made this 8th day of June, 2023 (the "Effective Date") by and between the **CITY OF WESTWOOD, KANSAS**, a political subdivision organized and existing under the laws of the State of Kansas with a notice address of 4700 Rainbow Boulevard, Westwood, KS 66205 ("Buyer"), and **SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512**, a nonprofit unified school district organized and existing under the laws of the State of Kansas with a notice address of 8200 West 71st Street, Shawnee Mission, Kansas 66204 ("Seller").

RECITALS:

WHEREAS, Seller is the owner of those certain tracts, pieces or parcels of improved land in the City of Westwood, Johnson County, Kansas and legally described in **Exhibit "A"** annexed hereto and made a part hereof, comprising approximately 4.97 acres of land more or less (the "Land"), together with building thereon containing approximately 26,257 sq ft. (the "Building", together with the Land and all other improvements on the Land and all appurtenant easements and any other rights and appurtenances, and all right, title and interest of Seller in and to any streets, alleys, public ways or parking lots adjacent to the Land, and together with all strips and gores and all appurtenances, fixtures and other equipment attached to the Land or the Building, collectively the "Property"); and

WHEREAS, the Property is commonly known as 2511 West 50th Street, Westwood, Kansas 66205 and comprises Johnson County, Kansas parcels RP270000000008 (Quick Ref R168789) and RP300000010012A (Quick Ref R168897); and

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, all upon and subject to the terms, conditions, covenants and provisions, and for the price, hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Agreement to Purchase and Sell.

Seller, in consideration of the payment of the Purchase Price (as defined below) and the performance by Buyer of the agreements of Buyer hereinafter contained, agrees to sell and convey the Property to Buyer, and Buyer, in consideration of the performance of the agreements of Seller and in reliance upon the representations, warranties and covenants of Seller herein contained, agrees to buy and pay for the Property, subject, however, to the terms and conditions contained herein.

2. Purchase Price.

The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be Two Million Six Hundred Fifty Thousand and NO/100^{ths} Dollars (\$2,650,000.00). At Closing (as defined in Section 3.1 hereof), Buyer shall deliver to the First American Title Insurance Company, 1100 Main, Suite 1900, Kansas City, Missouri 64105 (the "Title Company") the Purchase Price, subject to adjustments as provided herein, by wire transfer for the account of the Title Company or by certified or bank check payable to the Title Company, as escrow agent, to be disbursed in accordance with the terms of this Agreement.

3. Closing; Buyer's Inspections.

3.1 The consummation of the transaction contemplated hereby ("Closing") shall take place at 10:00 a.m. at the offices of the Title Company, on the date occurring two hundred ten (210) days after the Effective Date (the "Closing Date").

3.2 During the time period beginning on the Effective Date until the date occurring thirty (30) days prior to the Closing Date (such time period, the "Due Diligence Period"), Buyer and its agents, contractors and invitees shall have the right to enter onto the Property from time to time through Closing, but only upon prior notice to and approval by Seller (which Seller shall not unreasonably withhold, condition or delay), for the purpose of inspecting the Property and making such investigations and tests as Buyer may require. If Buyer's inspections involve any physical disturbance of the Property, Buyer shall return the Property to the condition existing but for such inspections. Seller shall cooperate with Buyer in making the Property available for such investigations and tests during normal business hours, and Buyer shall indemnify and hold Seller harmless from and against any injury to persons or damage to property arising from such investigations.

3.3 If Buyer determines that Buyer does not wish to purchase the Property, for any reason or for no reason at all, in its sole and absolute discretion, then Buyer shall provide written notice ("Buyer's Termination Notice") to Seller on or before the expiration of the Due Diligence Period. In the absence of the timely delivery of Buyer's Termination Notice, the inspection condition set forth in Section 3.2 hereof shall be deemed satisfied.

4. Representations, Warranties and Covenants.

4.1 Seller represents and warrants to and covenants and agrees with Buyer the following as of the date of this Agreement, except where specific reference is made to another date or dates, in which case such date or dates will be applicable hereunder:

4.1.1 Seller is a nonprofit unified school district, duly organized, validly existing and in good standing under the laws of the State of Kansas.

4.1.2 All necessary action has been taken by Seller with respect to the execution and delivery of this Agreement.

4.1.3 This Agreement has been executed and delivered on behalf of Seller and constitutes the valid and binding agreement of Seller, and there are no consents of any third party required for the consummation of the transaction contemplated herein.

4.1.4 To Seller's knowledge, Seller has good, marketable and insurable fee simple absolute title to, and is the owner of, the Property, and Seller's ownership of the Property is free and clear of all liens, claims, encumbrances, covenants, conditions, rights-of-way, easements and any other matters affecting title except for **(a)** matters of record and for **(b)** real estate taxes and assessments for the year 2023.

4.1.5 Seller is not aware of the presence anywhere on the Property of any material defined as a hazardous waste, hazardous or toxic substance or other material governed by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act or any similar statute of the State of Kansas (in each case as amended and including any rules and regulations thereunder), including without limitation asbestos, PCBs or petroleum hydrocarbons. All such substances on or about the Property are referred to herein as "Environmental Material".

4.1.6 The Property is in full compliance with **(a)** all applicable federal, state, city and other governmental authority laws and regulations concerning the Property with respect to Environmental Material, **(b)** all other governmental laws, rules and regulations concerning the use, operation or ownership of real property and **(c)** any and all covenants, restrictions or agreements applicable to the Property. Seller has received no notice of, and has no knowledge of, any condition which may give rise to any violation of any of the foregoing. Seller covenants that through the Closing Date, it will immediately deliver to Buyer true and complete copies of any correspondence, reports, inquiries, investigations, estimates, notes and other information concerning the foregoing of which Seller becomes aware.

4.1.7 The Property is served by functioning water, sewer, gas, electricity, telephone and fiber optic lines.

4.1.8 Seller is not a party to any agreement under which any brokerage or other leasing or selling commissions or finder's fees are payable in connection with all or any part of the Property or any leases or licenses thereof.

4.1.9 Other than the Option Agreement dated as of February 22, 2019, between Buyer and Seller (a copy of which is attached hereto as Exhibit "E"), there are no outstanding rights or options to purchase all or any part of the Property, and there are no outstanding options to license or use all or any part of the Property.

4.1.10 There are to the best of Seller's knowledge no actions, suits, proceedings, orders, writs, judgments, rulings, decrees or injunctions, governmental or otherwise, pending or (to the best of Seller's knowledge) threatened against or affecting the Property, and there are no actions, suits or proceedings pending, contemplated or threatened by Seller in connection with the Property including, without limitation, tax reduction proceedings. From and after the date hereof (until this Agreement is terminated or expires), Seller shall not commence or allow to be commenced on its behalf any action, suit or proceeding with respect to the Property or any part thereof without the prior written consent of Buyer.

4.1.11 Seller shall not suffer or permit any default to exist or occur on the part of Seller under any instrument to which Seller is a party and which affects the Property or any part thereof and which shall not be cured by Seller from the Purchase Price at Closing.

4.1.12 Seller has not received and has no knowledge of any notice or request from any governmental authority or insurance company or board of fire underwriters requesting the performance of any work or alteration with respect to the Property.

4.1.13 Except for service agreements which are cancelable by Seller at will, there are no service agreements or any other contracts or agreements whatsoever to which Seller is a party and which affect the Property in any manner. From and after the date hereof, Seller will not enter into any service agreement pertaining to all or any part of the Property which cannot be cancelled effective as of the Closing Date.

4.1.14 Seller has no knowledge of any pending or contemplated condemnation of the Property or any part thereof.

4.1.15 Seller is now maintaining and shall maintain until Closing "replacement cost" fire, casualty and extended coverage insurance on the Property (in an amount not less than Two Million (\$2,000,000.00) Dollars combined single limit). Seller self-insures for the first \$500,000 per occurrence for liability coverage and shall maintain excess liability insurance coverage for acts or omissions in connection with the use and operation of the Property until Closing (in an amount not less than Two Million (\$2,000,000.00) Dollars combined single limit)

4.1.16 From and after the date hereof, Seller shall not modify the Building or any of the other improvements on the Property in any material way.

4.1.17 Seller shall cooperate with and consent to any and all applications in the name of Buyer (or its designee[s], including, without limitation, a third-party developer) pertaining to the Property or any portions thereof including, without limitation, applications regarding zoning, platting, development plans, etc. (collectively, the "Entitlements"). If requested by Buyer (or its designee[s], including, without limitation, a third-party developer), Seller shall evidence such cooperation and/or consent in writing or by executing necessary documents, within three (3) days of any request by Buyer (or its designee[s], including, without limitation, a third-party developer). Buyer shall ensure that Seller's cooperation and/or consent herein shall not impair Seller's use of the Property as a school.

4.2 Buyer represents and warrants to and covenants and agrees with Seller the following as of the date of this Agreement:

4.2.1 Buyer is a political subdivision organized and existing under the laws of the State of Kansas, and all necessary action has been taken by Buyer with respect to the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder.

4.2.2 This Agreement has been executed and delivered on behalf of Buyer and constitutes the valid and binding agreement of Buyer, and there are no consents of any third party required for the consummation of the transaction contemplated herein.

4.2.3 All necessary action has been taken by Buyer with respect to the execution and delivery of this Agreement.

4.2.4 This Agreement has been executed and delivered on behalf of Buyer and constitutes the valid and binding agreement of Buyer, and there are no consents of any third party required for the consummation of the transaction contemplated herein.

5. Plans, Title, Survey, Environmental Audit and Estoppel Certificate.

Seller shall deliver to Buyer, at Seller's expense, the following items:

5.1 Plans, Specifications, Warranties and Surveys.

Within twenty (20) days of Effective Date, copies of any and all plans, specifications, and existing warranties (including without limitation roof warranties and mechanical system or component warranties) and surveys or environmental reports or audits concerning all or any part of the Property which Seller has in its possession or under its control.

5.2 Title Commitment.

5.2.1 Within ten (10) days of the date of this Agreement, an ALTA Commitment for an Owner's Policy of Title Insurance (the "Title Commitment") from the Title Company. The Title Commitment shall include complete and legible copies of all instruments constituting exceptions to title or otherwise affecting the Property. Buyer shall have thirty (30) days after it has received both the Title Commitment and the Survey (as defined in Section 5.3 hereof) to object to any matters excepted or referenced in the Title Commitment, but Buyer hereby objects to (and Seller shall in any event cause to be removed of record at or before

Closing) any mortgages, tax liens (except for the lien of real estate taxes not yet due or payable as of the Closing Date), judgment liens, mechanics' liens or leases or licenses of all or any part of the Property. Matters accepted by Buyer shall be the "Permitted Exceptions". Seller shall have ten (10) days from the date of its receipt of Buyer's title objections (the "Title Curing Period") within which it shall take any reasonable actions as may be necessary to cure or remove any such defects or objections and have an amended Title Commitment issued. Any such objection which may be cured at Closing by disbursement of funds may be so cured by Seller at Closing; provided, however, that Seller shall notify Buyer during the Title Curing Period of its intention to cure any defect or objection by disbursement of funds at Closing.

5.2.2 If defects or objections are not cured or removed to Buyer's satisfaction within the Title Curing Period, then Buyer shall have an additional ten (10) days in which to elect to terminate this Agreement by reason of such defects or objections. Alternatively, Buyer may, within such ten (10) day period, elect to accept such title as Seller can convey. Notwithstanding the foregoing, if at or prior to Closing there is any defect or objection to title not set forth in the Title Commitment and of which Buyer is first made aware after Buyer's receipt of the Title Commitment, and if Buyer shall be unwilling to waive the same, Buyer shall notify Seller at or prior to Closing and Seller shall take such reasonable actions as shall be necessary to remove such defects or objections. If such defects or objections are not cured or removed to Buyer's satisfaction within ten (10) days after Buyer's request that the same shall be removed (and if Seller shall not agree to cure such defect or objection by the disbursement of funds at Closing), then Buyer shall, for a period of ten (10) days thereafter, have the same rights with respect to such defect or objection and terminating this Agreement or closing title as are set forth above with respect to any such defect or objection appearing in the initial Title Commitment.

5.3 Survey.

Within twenty (20) days of the Effective Date, any existing ALTA surveys of the Property. Buyer (or its designee[s], including, without limitation, a third-party developer) shall, at Buyer's expense, obtain an updated survey prepared and certified by a licensed surveyor or professional engineer selected by Buyer (the "Survey"). The Survey shall be used as the basis for the Entitlements and, therefore, the Survey shall show the Property and certain adjacent properties to the east of the Property. The legal description of the Property in the deed to Buyer shall be as set forth in the Survey. If the Property is replatted prior to the Closing,

then the legal description of the Property in the newly recorded plat shall be used instead of the Survey in the deed conveying the Property to Buyer (or its designee).

5.4 Environmental Audit.

Within twenty (20) days of the Effective Date, Seller shall deliver to Buyer a copy of any existing "Phase One" environmental audit of the Property (the "Environmental Audit") and asbestos and mold inspection reports, all of which shall be certified to Buyer and Seller. Buyer (or its designee[s], including, without limitation, a third-party developer) may at its own expense undertake a Phase Two environmental audit during the Inspection Period.

6. Conditions Precedent to Consummation by Buyer.

6.1 Buyer's obligation to consummate this Agreement and to render performance hereunder will, at the option of Buyer, be subject to the following conditions precedent:

6.1.1 Title to the Property shall be marketable and insurable except for the Permitted Exceptions.

6.1.2 All of Seller's representations and warranties contained in this Agreement shall be substantially true and correct as of the date hereof and as of the Closing Date, and Seller shall not on or prior to the Closing Date have failed in any material way to comply with any of the conditions or covenants on its part required by the terms of this Agreement.

6.1.3 The Property will not have been adversely affected in any material way as a result of any casualty, accident or act of God, there shall be no material change in the condition of the Property, nor will there be any litigation affecting all or any part of the Property.

6.1.4 No portion of the Property will have been condemned or sold under threat of condemnation, or will be the subject of a pending or threatened condemnation proceeding.

6.2 In the event that any of the conditions set forth in Section 6.1 cannot be satisfied, then at Buyer's option, Buyer may **(a)** adjourn Closing for a reasonable period not to exceed thirty (30) days in the event that Seller agrees to satisfy such condition or conditions during such period to the extent that Seller can reasonably do so, **(b)** close hereunder and waive such condition or conditions, **(c)** cancel this

Agreement (in which event the parties hereto shall have no further obligation to the other hereunder), or **(d)** exercise its remedies under Section 11 hereof; provided, however, that in the event of a casualty resulting in damage to or destruction of all or any part of the Property or in the event of a condemnation of all or any part of the Property, if Buyer shall elect to close hereunder despite such casualty or condemnation, Seller shall assign to Buyer, at Closing, all of Seller's rights to receive **(x)** any and all property casualty damage insurance proceeds payable by reason of such casualty or **(y)** any and all condemnation awards payable by reason of such condemnation.

7. Seller's Obligations at Closing.

At Closing, Seller will perform the following:

7.1 Deliver to Buyer a special warranty deed conveying (to Buyer or Buyer's designee) the Property subject only to the Permitted Exceptions, duly executed and acknowledged by an authorized officer of Seller, in recordable form acceptable to the Title Company.

7.2 Cause the Title Company to issue to Buyer its Owner's Policy of Title Insurance, prepaid by Seller, with extended coverage and survey coverage and liability in an amount of the Purchase Price, insuring title to the Property vested in Buyer or Buyer's designee subject only to the Permitted Exceptions, including by the execution and delivery to the Title Company of an owner's certificate setting forth the matters customarily contained in such certificates.

7.3 Execute and deliver to Buyer a bill of sale transferring to buyer all of the fixtures and other personalty comprising part of the Property (in the form annexed hereto as **Exhibit "B"**).

7.4 Execute and deliver to Buyer a Lease Agreement leasing the Property from Buyer (in the form annexed hereto as **Exhibit "C"**).

7.5 Deliver to Buyer a certificate of Seller, dated as of the Closing Date, certifying that all of the representations and warranties of Seller contained in this Agreement are true and correct as of the date thereof.

7.6 Deliver to Buyer a customary FIRPTA certificate confirming that Seller is a non-foreign Seller within the meaning of Sections 897 and 1445 of the Internal Revenue Code of 1954, as amended, and any rules, regulations and orders promulgated thereunder.

8. Buyer's Obligations at Closing.

At Closing, Buyer will perform the following:

8.1 Deliver the Purchase Price to the Title Company (for the benefit of Seller).

8.2 Execute and deliver to Seller a Lease Agreement leasing the Property from Buyer (in the form annexed hereto as Exhibit "C").

9. Escrow and Title Charges; Costs of Recording.

Buyer and Seller will split equally the Title Company's escrow charges, and Seller will pay for recording the deed. Seller will pay to record any releases of any encumbrances affecting the Property which are to be released at or before Closing. Buyer will pay the cost of recording any financing documents in the event that it finances the purchase of the Property, and Buyer will pay any Kansas mortgage recording tax payable in connection with such financing.

10. Tax Prorations; Transfer Taxes.

10.1 All ad valorem and similar taxes and assessments relating to the Property shall be prorated between Seller and Buyer as of 12:01 a.m. on the Closing Date, based on the latest available mill levy and assessment, with the result that Seller shall pay for those taxes attributable to the period of time prior to the Closing Date and Buyer shall pay for those taxes and assessments attributable to the period of time commencing with the Closing Date, and there shall be no adjustment of such prorations thereafter.

10.2 Seller will pay any and all transfer taxes, documentary stamp taxes, sales taxes, income taxes and, except as otherwise specifically set forth herein, all other taxes, fees, charges and expenses incurred or payable with respect to the transfer of the Property to Buyer.

11. Default.

If either Buyer or Seller shall default under the terms of this Agreement, then the non-defaulting party shall elect to either (a) waive such default and close hereunder, (b) terminate this Agreement, or (c) obtain specific enforcement of this Agreement. If this Agreement is terminated pursuant to this Section 11, neither party shall have any further obligation to the other under this Agreement.

12. Brokers.

Buyer represents and warrants to Seller that there are no brokers or other parties which may be entitled to any brokerage or sales commissions or finder's fees in connection with representing Buyer on the purchase of the Property from Seller. Seller represents and warrants to Buyer that there are no brokers or other parties which may be entitled to any brokerage or sales commissions or finder's fees in connection with representing Seller on the sale of the Property by Seller to Buyer. Each party hereto agrees to indemnify, defend and hold the other party hereto harmless from any and all costs, expenses, liabilities, claims and fees arising out of any such commission or finder's fee claimed through such party.

13. Further Assurances; Mutual Indemnities.

13.1 In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver at Closing or after Closing any and all such further acts, deeds and assurances as may be reasonably required to consummate the transactions contemplated hereby. Except as provided in Section 13.2 hereof, Seller's representations, warranties, covenants and agreements contained herein shall survive Closing for one year.

13.2 Seller hereby releases and agrees to indemnify, defend and hold Buyer harmless from, of and against any claims, demands, obligations, actions, causes of action, liabilities, damages, costs or expenses based upon or arising from or in connection with the Property prior to the Closing Date, subject to the limitations found in the Contractual Provisions Attachment (as defined in Section 24 herein), and Buyer hereby releases and agrees to indemnify, defend and hold Seller harmless from, of and against any claims, demands, obligations, actions, causes of action, liabilities, damages, costs or expenses based upon or arising from or in connection with the Property from and after the Closing Date.

14. Successors and Assigns.

This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

15. Number and Gender.

Whenever the singular number is used, and when required by context, the same includes the plural, and the masculine gender includes the feminine and neuter genders, and vice versa, and the word "person" includes corporation, firm, association or other entity.

16. Notices.

All notices, demands and requests which may be given or which are required to be given by either party shall be in writing and shall be either hand-delivered or sent either by United States Mail, certified return receipt requested, postage prepaid, or any nationally reputable overnight delivery service, prepaid, addressed to the parties at their addresses set forth in the preamble above. Notices, demands and requests made by Buyer or Seller in the manner so prescribed shall be deemed given for all purposes hereunder at the time such notice, demand or request is delivered or when delivery is rejected by the recipient. Copies of notices to Buyer shall be contemporaneously delivered to McAnany, Van Cleave & Phillips, P.A., 10 E. Cambridge Circle Drive, Suite 300, Kansas City, Kansas 66103, Attention: Ryan B. Denk (and emailed to rdenk@mvplaw.com). Copies of notices to Seller shall be contemporaneously delivered to the Shawnee Mission School District, 8200 W. 71st Street, Shawnee Mission, Kansas 66204, Attn: Rachel England (and emailed to rachelengland@smsd.org).

17. Counterparts; Facsimile Execution And Delivery.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and together such counterparts shall constitute but one and the same instrument. This Agreement may be executed and delivered by the electronic transmission of facsimile signatures, each of which shall be deemed to be an original.

18. Governing Law; Choice of Forum.

This Agreement shall be governed by and construed in accordance with the local law of the State of Kansas, and any suit to enforce any rights hereunder, or

for the interpretation of any of the provisions of this Agreement, or for damages or any other relief arising from or in connection with this Agreement, shall be filed in and only in the Johnson County, Kansas District Court, and Buyer and Seller each hereby consent to the jurisdiction of such court over each of them and over the subject matter hereof, Buyer and Seller agree that no action shall be filed in or removed to the United States District Court.

19. Entire Agreement; Severability; Time of Essence.

This Agreement embodies the entire Agreement between the parties relative to the subject matter hereof and there are no oral or other agreements existing between the parties relative to the subject matter hereof which are not expressly set forth herein and covered hereby. This Agreement may be amended only by an instrument in writing signed by all parties hereto. The invalidity or unenforceability of any term or provision of this Agreement or the non-application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect. Time is of the essence of this Agreement.

20. Captions.

The captions in this Agreement and in the exhibits hereto are for convenience only and shall not be construed to be part of or affect the construction or interpretation of any provision of this Agreement or such exhibits.

21. Assignment.

Buyer may assign its rights and delegate its duties under this Agreement to any other person or entity.

22. Intentionally Omitted.

23. Waiver.

No waiver by either party to this Agreement at any time of any breach of the other party or of compliance by the other party with any condition or provision of this Agreement to be performed by the other party shall be deemed to be a waiver

of similar or dissimilar provisions or conditions at the same or any prior or subsequent time.

24. Contractual Provisions Attachment, Form SMSD-146a.

The provisions found in Contractual Provisions Attachment (Form SMSD-146a, Rev. 01-23) ("Contractual Provisions Attachment"), which is attached hereto and incorporated herein as **Exhibit "D"**, are made a part hereof. To the extent that any part of this Agreement or Exhibits thereto conflict, differ, or do not touch upon or address matters set forth in the Contractual Provisions Attachment, then the Contractual Provisions Attachment shall govern and take priority over the Agreement and Exhibits thereto as well as any other contract document.

25. Recording.

This Agreement shall not be recorded. Buyer and Seller shall execute and record a memorandum of this Agreement concurrently with the execution of this Agreement in the form attached hereto as Exhibit "G".

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed as of the day and year first above written.

CITY OF WESTWOOD, KANSAS
as Buyer

By: _____
David E. Waters, Mayor

Date: _____

ATTEST:

By: _____
Abby Schneweis, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Ryan B. Denk, City Attorney

Date: _____

SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512
as Seller

By: _____
Mary Sinclair

Date: 5/22/23

Printed Name: Mary Sinclair

Title: Board President

Table of Exhibits

- Exhibit A: Legal Description of the Land
- Exhibit B: Bill of Sale
- Exhibit C: Lease Agreement
- Exhibit D: Contractual Provisions Attachment, Form DA-146a
- Exhibit E: Option Agreement
- Exhibit F: Memorandum of Contract

EXHIBIT "A"
LEGAL DESCRIPTION OF THE LAND

Legal Description to the Developed by Survey

TRACT 1:

THE WEST TWO HUNDRED FIFTY-EIGHT AND ONE-TENTH (258.1) FEET OF THE SOUTH HALF (1/2) OF LOT EIGHT (8), HOMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, IN JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

AND ALSO:

THE NORTH HALF OF LOT 8, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS EXCEPT THE EAST 286.58 FEET THEREOF, AND THE WEST 258.1 THEREOF.

AND ALSO:

ALL THAT PART OF THE EAST 286.58 FEET OF THE NORTH 1/2 OF LOT 8, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE AND 286.58 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH, ALONG A LINE 286.58 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 8, A DISTANCE OF 165.39 FEET, TO THE SOUTH LINE OF THE N 1/2 OF SAID LOT 8; THENCE EAST, ALONG THE SOUTH LINE OF THE N 1/2 OF SAID LOT 8, A DISTANCE OF 1.28 FEET, TO THE NORTHEAST CORNER OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS; THENCE NORTHEASTERLY, TO A POINT ON THE NORTH LINE AND 271.28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 15.30 FEET, TO THE POINT OF BEGINNING.

EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS AND PUBLIC RIGHTS

OF WAY. TRACT 2:

ALL OF LOTS 4 THROUGH 14, BOTH INCLUSIVE, BLOCK 1, SWATZELL ADDITION, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS.

TRACT 3:

THE EAST 112.3 FEET OF THE NORTH HALF OF LOT 9, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS.

TRACT 4:

ALL OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, EXCEPT THE FOLLOWING TRACT OF LAND:

ALL THAT PART OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION OF LAND IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTHEASTERLY, ALONG THE EASTERLY LINE OF SAID LOT 12, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY, ALONG THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 16.87 FEET THENCE NORTHWESTERLY, TO THE POINT OF BEGINNING.

EXHIBIT "B"

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, as of June 8, 2023, that **SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512**, a nonprofit unified school district organized and existing under the laws of the State of Kansas ("**Seller**"), for and in consideration of Ten and NO/100^{ths} Dollars (\$10.00) and other good and valuable consideration paid by the **CITY OF WESTWOOD, KANSAS**, a political subdivision organized and existing under the laws of the State of Kansas ("**Buyer**"), the receipt and sufficiency of which are hereby acknowledged, does hereby quitclaim, bargain, sell, transfer, assign, and set over unto Buyer all of Seller's right, title and interest in and to the fixtures and other personal property (the "**Personalty**") incorporated into and comprising part of certain real property and improvements located at 2511 West 55th Street, Westwood, Kansas 66205.

Seller warrants title to the Personalty, but otherwise SELLER MAKES AND HAS MADE NO WRITTEN OR ORAL REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED REGARDING THE PERSONALTY. ALL OF THE PERSONALTY CONVEYED HEREIN BY SELLER IS CONVEYED TO BUYER IN AN "**AS IS**" CONDITION.

SELLER:

SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512
as Seller

By: Mary Sinclair

Date: 5/22/23

Printed Name: Mary Sinclair

Title: Board President

EXHIBIT "C"**LEASE AGREEMENT**

THIS LEASE AGREEMENT (this "Lease") is effective as of the date of the last party hereto to execute this Lease (the "Effective Date") and is entered into by and between THE CITY OF WESTWOOD, KANSAS, a political subdivision organized and existing under the laws of the State of Kansas ("Landlord"), and SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512, a nonprofit unified school district organized and existing under the laws of the State of Kansas ("Tenant").

1. **Demise.** In consideration of the full performance of the obligations and covenants of this Lease, and subject to the terms and conditions hereof, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real estate located at 2511 West 50th Street, Westwood, Kansas 66205, more particularly described in **Exhibit 1** attached hereto, together with all buildings, fixtures and improvements located thereon (collectively, the "Premises").

2. **Term.** The term of this Lease shall commence on the Effective Date and shall expire on July 31, 2024, unless terminated earlier pursuant to the provisions of this Lease (the "Term"). Tenant shall have the option to terminate this Lease prior to the expiration of the Term by providing Landlord not less than thirty (30) days written notice.

3. **Rent.** As consideration for the use and enjoyment of the Premises, Tenant shall pay to Landlord annual rent in the amount of \$1.00 ("Rent"). Rent shall be due and payable on the Effective Date and on the first day of the calendar year.

4. **Taxes.** Tenant shall be liable for and shall pay before delinquency (i) any and all taxes, assessments, and charges levied against any and all personal property and fixtures located in or about the Premises; (ii) any and all real property taxes, assessments, and special assessments that are payable or that accrue against the Premises during the Term (as the same may be extended); and (iii) any and all taxes, assessments, special assessments, and license and permit fees from the operation of Tenant's business from the Premises that are payable or accrue during the Term. If Tenant fails to pay any such tax, assessment, special assessment, charge or license or permit fee when due, Landlord may, at the sole

option of Landlord, pay such items for and on behalf of Tenant, and all such amounts paid by Landlord and all fees charged to Landlord in connection therewith shall be additional Rent and shall be immediately due and payable to Landlord on demand.

5. Utilities, Costs and Expenses. Tenant shall pay all charges and expenses in connection with all utility services, including, without limitation, electricity, water, gas, telecommunication, internet, satellite, and cable services, supplied to the Premises during the Term (as the same may be extended), and all connection, installation, repair and service charges, and shall protect and hold Landlord harmless from all such charges and expenses. Landlord shall not be liable for the interruption or discontinuance of any utility services, and neither Rent nor any other obligation of Tenant hereunder shall be abated in the event of such interruption or discontinuance. Landlord shall not be liable for any malfunction of equipment or machinery used in providing utilities to the Premises, and Tenant shall have no cause of action or claim for offset or abatement of Rent or any other obligations of Tenant hereunder or for any damages resulting from such malfunction.

6. Use of Premises. Tenant shall occupy the Premises throughout the Term (as the same may be extended) and shall use the Premises for the purpose of operating an elementary school (the "Permitted Use"). Tenant shall not use the Premises for any purpose other than the Permitted Use without Landlord's prior written approval, which will not be unreasonably withheld, conditioned or delayed. Tenant shall at all times cause the Premises to remain in compliance with all applicable local, municipal, state, and federal ordinances, laws, statutes and regulations (collectively, "Applicable Law"). Notwithstanding the foregoing, Tenant shall not be required to construct or install any capital improvements in or upon the Premises.

7. Repairs and Maintenance. Tenant shall maintain the interior and exterior of the Premises in good, sanitary, safe and operable condition, ordinary wear and tear excepted, and shall be responsible for daily cleaning and performing routine maintenance, repairs, and replacements to the Premises. Tenant shall also maintain all grass and landscaped areas in the Premises and shall keep the exterior of the Premises and all outside areas of the Premises in a clean, dignified, and organized manner, free of trash and debris. Tenant shall keep the Premises free from any infestation by insects, rodents, or other pests. If Tenant fails to

perform any maintenance or repairs required of Tenant hereunder at any time during the Term (as the same may be extended), Landlord may, but shall not be obligated to, enter the Premises and perform such maintenance and repairs at the sole cost and expense of Tenant. Any and all amounts expended by Landlord and any fees incurred or charged by Landlord in connection therewith shall be additional Rent and shall be immediately due and payable to Landlord on demand. In performing any such work, Landlord shall use reasonable efforts to not interfere with Tenant's business; provided, Landlord shall in no way be liable for any interruption of Tenant's business or inconvenience caused by the performance of any repair, maintenance or replacement of the Premises pursuant to the rights of Landlord under this Lease.

8. Alterations. Upon Tenant's occupation of the Premises, Tenant shall be deemed to have inspected the Premises and be satisfied with and accepted the Premises "AS-IS" with no warranty of any kind or nature being made by Landlord. Tenant shall have the right, at the sole cost and expense of Tenant, to make any non-structural interior alterations, improvements or additions to the Premises required for the operation of Tenant's business at the Premises; provided, no exterior, substantial or structural alterations shall be made to the Premises without the prior written consent of Landlord. Upon the expiration or termination of the Term, Tenant shall remove all of its personal property from the Premises. Any and all repairs, alterations or improvements made to the Premises by Tenant shall be performed in a good and workmanlike manner, using quality materials and in compliance with Applicable Law. Tenant shall pay for all costs for work done by it or caused to be done by it in the Premises and shall keep the Premises free and clear of all mechanics' liens and other liens on account for work done for Tenant or persons claiming under Tenant. Tenant shall notify any contractor performing work on the Premises that any possible mechanic's lien will attach only to Tenant's leasehold interest and, under no circumstance, shall such a lien attach to Landlord's reversionary, fee, or other interest in the Premises or the land upon which it is situated.

9. Signage. Tenant shall have the right, at its sole cost and expense, to place such signage upon the Premises as allowed by Applicable Law. Any and all signage on the Premises not existing as of the Effective Date must be approved in writing by Landlord prior to being placed on the Premises.

10. No Waste or Nuisances. Tenant shall not allow or commit any waste of the Premises or create or allow any nuisance to exist on or about the Premises. Tenant shall promptly abate any nuisance that may arise at Tenant's sole cost and expense.

11. Destruction of Premises. If the Premises or the improvements thereon are totally or partially damaged or destroyed by fire or other casualty, Landlord shall have the option, in its sole and absolute discretion of Landlord, to repair or replace the same at the cost of Landlord as soon as reasonably practicable or terminate this Lease. In the event Landlord elects to terminate this Lease, Landlord shall provide written notice to Tenant within thirty (30) days after such time as Landlord decides not to restore the Premises. Such notice shall specify a date for the termination of this Lease and, upon the date specified, the Term shall expire as fully and completely as though such date were the date set forth above for the expiration of this Lease. Any Rent owing shall be paid up to the date of the casualty.

12. Condemnation. If all or any part of the Premises shall be taken by eminent domain for any public or quasi-public purpose, then the Term shall cease and terminate as of the date of such taking. All compensation that may be paid in connection with any taking will belong solely to Landlord and Tenant shall have no claim and shall not be entitled to any award for diminution in value of its leasehold interest. Tenant may seek and receive a separate award for the taking of any improvements, additions or property on the Premises belonging to Tenant.

13. Insurance. Tenant, at its sole cost and expense, shall obtain and all times during the Term and any extensions thereof keep in force with respect to the Premises and Tenant's business: (i) a combination self-insurance and comprehensive public liability insurance in a form customarily written for the protection of owners, landlords, and tenants of real estate, with Landlord and Tenant as named insured, which insurance shall provide coverage of not less than \$1,000,000.00 for each occurrence of bodily injury, death, or property damage at the Premises, with excess limits of at least \$5,000,000.00, and (ii) any other self-insurance or insurance required under Applicable Law. Tenant shall, at its sole cost and expense, obtain and at all times during the Term and any renewals thereof keep in force with respect to the Premises a combination of self-insurance and/or fire and casualty insurance for the repair or replacement cost of the Premises and the improvements thereon in the event of a casualty in a form and in an amount

acceptable to Landlord. Tenant shall, upon the Effective Date and upon request thereafter, furnish to Landlord all appropriate certificates evidencing that the insurance required hereunder is in force. All policies of insurance provided herein shall be issued by reputable insurance companies approved by Landlord and shall provide that such policies may not be canceled without at least thirty (30) days prior written notice to Landlord. During the Term (as the same may be extended), Tenant shall take no action or allow any action to be taken which may result in the cancellation of any insurance maintained in connection with this Lease or the Premises. Landlord may, but shall not be obligated to, insure the Premises or the contents of the Premises or other personal property of Tenant.

14. Covenants. Tenant shall (i) maintain or cause the Premises to be managed in accordance with the restrictive covenants and declarations which encumber the Premises, if any; (ii) not enter into, extend, renew, or modify any agreements with respect to the operation or maintenance of any portion of the Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld, conditioned or delayed; (iii) not further encumber the Premises in any manner; (iv) perform when due all of Tenant's obligations to be performed under the restrictive covenants and declarations and all other agreements affecting the Premises; and (v) notify Landlord promptly of any code violations, litigation, arbitration or administrative hearing concerning or affecting all or any part of the Premises.

15. Indemnity. To the extent permitted by Applicable Law, Tenant shall protect, indemnify and hold Landlord and its officers, employees, agents, successors and assigns and the Premises (collectively, the "Landlord Indemnified Parties") harmless from and against any and all claims, demands, penalties, actions, damages, liability, cost and expense, including without limitation attorneys' fees, in connection with all losses, including losses of life, personal injury and damage to property, arising from or in any way related to (a) any occurrence in, upon or at the Premises; (b) the occupancy or use by Tenant of the Premises or any part thereof; (c) Tenant's failure to comply with any provision of this Lease; (d) occasioned wholly or in part by any act or omission of Tenant, its subtenants or assigns, or their respective concessionaires, agents, contractors, suppliers, employees, servants, customers, invitees or licensees; or (e) any determination by any taxing authority, court, or judicial or administrative tribunal that this Lease constitutes a finance lease or other finance arrangement resulting in adverse tax or other liability consequences of any kind to Landlord. The foregoing indemnities

shall not apply to the extent caused by the gross negligence or intentional misconduct of Landlord Indemnified Parties, or breach by Landlord under this Lease. In case any of Landlord Indemnified Parties shall, without fault, be made a party to any litigation commenced by or against Tenant or the Premises, or if any of Landlord Indemnified Parties determine in such party's sole and absolute discretion, that any of Landlord Indemnified Parties must intervene in such litigation to protect any such party, including, without limitation, the incurring of costs, expenses and attorneys' fees, the Tenant shall protect and hold Landlord Indemnified Parties harmless by attorneys satisfactory to Landlord in Landlord's sole and absolute discretion and shall pay all reasonable costs, expenses and attorneys' fees incurred or paid by such party in connection with such litigation.

16. Acceptance of Premises. The commencement of Tenant's operations from the Premises on the Effective Date shall be conclusive evidence that (a) Tenant accepts the Premises as suitable for the purpose of Tenant's intended use, and (b) Tenant accepts the Premises and each and every improvement, part and appurtenance thereof "as is" and "where is."

17. Quiet Enjoyment. Upon the payment of Rent and the performance of the obligations of Tenant pursuant to this Lease, Tenant shall peaceably and quietly have, hold, and enjoy the Premises during the Term and any extension thereof. Tenant accepts this Lease and the Premises subject and subordinate to any encumbrances of record, easements, rights of way, restrictive covenants, servitudes, reservations, restrictions, or other liens presently existing against the Premises. Landlord reserves the right to enter upon the Premises at any and all reasonable times for the purpose of inspecting the general state of repair and condition of the Premises, or for any other reasonable purposes whatsoever.

18. Compliance with Law. Tenant and its operations shall at all times remain in compliance with all Applicable Law.

19. Hazardous Materials. Tenant shall not do or permit in or about the Premises anything which is illegal, hazardous, or of a dangerous nature, or which will increase the rate of, or cause cancellation of, any insurance on the Premises. Tenant shall not, except in strict compliance with any and all laws, regulations, codes, ordinances, and statutes, use or dispose of any Hazardous Materials in or about the Premises. As used herein, "Hazardous Materials" shall include, but not be limited to, substances defined as hazardous substances, "hazardous materials," or "toxic substance" in the Comprehensive Environmental Response,

Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances controlled or defined under similar laws, statutes, or regulations, in each instance in concentrations or quantities that are actionable under applicable environmental law. Notwithstanding the foregoing, Landlord acknowledges and agrees that Tenant shall have the right to use at and to store upon the Premises *de minimis* quantities of non-hazardous chemical-based cleaning products and other materials used in the ordinary course of Tenant's business at the Premises, so long as such materials are used, kept, and disposed of in compliance with applicable environmental laws. To the extent permitted by Applicable Law, Tenant shall indemnify, defend, and hold Landlord Indemnified Parties harmless from and against any and all proceedings, orders or judgments arising out of or resulting therefrom, costs, claims, damages (including, without limitation, reasonable attorneys', consultants' and expert fees, court costs and amounts paid in settlement of any claims or action), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief, liabilities or losses arising from a breach of this Section by Tenant, its affiliates, agents, employees, contractors, sublessees, assignees, invitees or other parties. This duty of indemnification shall survive the expiration or termination of this Lease for the maximum time permitted under Applicable Law.

20. Assignment and Subletting. Tenant shall not assign, sublet or otherwise transfer any right or obligation of Tenant under this Lease or in the Premises without the prior written consent of Landlord. Any purported assignment, subletting or transferring of any interest of Tenant under this Lease or in the Premises without the prior written consent of Landlord shall be void and shall, at Landlord's election, constitute a default under this Lease. In the event of any assignment or subletting approved by Landlord pursuant hereto, Landlord shall be entitled to the full amount of Rent paid by such assignee or subtenant, and Tenant shall not be entitled to any profit whatsoever as a result of such assignment or subletting. In the event of any sublease of the Premises approved by Landlord, Tenant shall execute a guaranty in a form acceptable to Landlord to guarantee the full performance of each and every obligation hereunder. Landlord may assign this Lease and any and all rights and obligations of Landlord hereunder or in the Premises at any time without notice or consent.

21. Subordination. Landlord shall have the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights and interests of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord or otherwise upon the Premises or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord promptly upon request, any instruments that may be necessary to further evidence the subordination of this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord; provided, that the holder or beneficiary of any such lien or encumbrance, or mortgagee, shall be required to recognize this Lease and Tenant's interest hereunder.

22. Attornment. In the event any proceedings are brought to foreclose any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease, provided that such purchaser recognizes this Lease and Tenant's interest hereunder. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of such purchaser's interest. Such assumption shall not be deemed an acknowledgement by the purchaser of the validity of any then existing claims of Tenant against Landlord. Tenant agrees to execute and deliver such further assurances and other documents, including a new lease, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceeding.

23. Estoppel Certificates. Tenant agrees to execute, acknowledge and deliver to Landlord, in a form satisfactory to Landlord, a written statement certifying that Tenant has accepted the Premises, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, setting forth the modifications), that Landlord has performed all of Landlord's obligations under the Lease and is not in default hereunder, the date through which Rent and other sums payable by Tenant have been paid in advance (if any), the commencement and termination dates of the Term of this Lease, and such additional facts as may be required by Landlord. Tenant understands and agrees that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of the Premises, any

mortgagee or prospective mortgagee of the Premises and their respective successors and assigns.

24. Default. Any or all of the following shall constitute an "Event of Default" under this Lease:

- a. Tenant's failure for any reason whatsoever to comply with any provision of this Lease or to promptly discharge any and all of Tenant's obligations hereunder, including, without limitation, Tenant's failure to pay Rent or any other sum herein required to be paid by Tenant when due or failure to provide proof of payment of the same;
- b. The filing of a petition in bankruptcy or insolvency proceeding by or against Tenant;
- c. The failure of Tenant to maintain the Premises in accordance with all Applicable Law, including, without limitation, all environmental laws;
- d. Tenant's becoming insolvent or making a transfer or assignment for the benefit of creditors; and
- e. The issuance of process of execution upon or the attachment of any of Tenant's property in or about, or interest in, the Premises.

25. Remedies. Upon the occurrence of any Event of Default, Landlord shall notify Tenant in writing of the same and shall give Tenant ten (10) days to cure the default (the "Cure Period"). Following expiration of the Cure Period, if the Event of Default has not been cured to the satisfaction of Landlord, Landlord may pursue any remedy available under all Applicable Law without any notice or demand whatsoever, including without limitation, the following:

- a. Landlord may declare this Lease to be terminated and Tenant shall promptly surrender the Premises to Landlord. Tenant shall pay to Landlord on demand the amount of all expenses which Landlord may suffer by reason of such termination, whether through an inability to re-let the Premises on satisfactory terms or otherwise.

b. Landlord may, without terminating this Lease, enter upon or take possession of the Premises and expel or remove Tenant, or any other person occupying the Premises or any part thereof, in accordance with Applicable Law.

c. Landlord may, without terminating this Lease, and in accordance with Applicable Law, enter upon the Premises and perform whatever acts Tenant is obligated to perform pursuant to the provisions of this Lease. Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in the performance of Tenant's obligations pursuant hereto. Thereafter, Tenant shall remain liable for all Rent pursuant to this Lease and Landlord may, at its option, make a reasonable effort to re-let the Premises on commercially reasonable terms. Landlord's good faith determination as to what constitutes commercially reasonable terms for re-letting the Premises shall be conclusive for purposes of this Section.

d. Landlord may bring an action in any court of competent jurisdiction seeking specific performance of this Lease, eviction of Tenant, or damages for Tenant's breach or breaches of this Lease.

e. Landlord may take no action, allow Rent and all other amounts becoming due under this Lease to accrue and proceed with all necessary action to collect Rent and all other amounts becoming due under this Lease as same become due.

26. Surrender of Premises. At the termination of this Lease or expiration of the Term, whichever shall occur first, Tenant shall surrender to Landlord the Premises in good, sanitary, safe and operable condition, ordinary wear and tear excepted. Tenant shall remove its equipment and other personal property of Tenant from the Premises. Tenant has no right to holdover its tenancy after the expiration or termination of this Lease. Should Tenant unlawfully holdover past the expiration or termination of this Lease, Tenant shall be considered a tenant at will and all of the terms and provisions of this Lease shall be applicable during that period; provided, however, that (a) Tenant agrees to vacate and deliver the Premises to Landlord immediately upon Tenant's receipt of a notice from Landlord

to vacate, and **(b)** no holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and **(c)** Tenant shall indemnify Landlord against any and all liability to other parties claiming rights in or to the Premises during the period of Tenant's holdover tenancy..

27. Access to Premises. Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting and exhibiting the Premises, making repairs, additions or alterations to the Premises or for any other lawful purpose; provided, such entry shall not unreasonably interfere with the conduct of Tenant's business.

28. No Right of Offset If Tenant has any claim whatsoever against Landlord, such claim may not be offset against Rent or any other amount owed to Landlord by Tenant.

29. Miscellaneous.

a. *Consent.* For purposes of this Lease, whenever the consent or approval of Landlord may be required or permitted, Landlord may delay, condition, or withhold its consent for any reason whatsoever in its sole and absolute discretion.

b. *Time.* Time is of the essence. In the event the expiration of any time period set forth in this Lease would occur on a Saturday, Sunday or legal holiday, the expiration of such time period shall be extended to the next day that is not a Saturday, Sunday or legal holiday.

c. *Severability.* Each provision of this Lease is severable from all other provisions. If any provision is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable. In the event that any court of competent jurisdiction determines that any such provision is invalid or unenforceable for any reason, all remaining provisions shall remain in full force and effect.

d. *Modification.* No provision contained in this Lease may be modified or amended except by written agreement signed by the party to be bound thereby.

e. *Captions and Headings.* The captions, headings and section numbers appearing in this Lease are for convenience only and in no way define, limit, construe or describe the scope or intent of this Lease.

f. *Governing Law and Venue.* This Lease shall governed by and interpreted in accordance with the internal laws of the State of Kansas without regard to principles of conflicts of laws that would require or permit application of any other law. Any litigation between the parties relating to this Lease shall be brought in the District Court of Johnson County, Kansas, where venue shall exclusively lie.

g. *Successors and Assigns.* This Lease shall inure to the benefit of and shall be binding upon the parties' respective successors and permitted assigns.

h. *Liens.* Tenant shall not suffer or permit any lien or encumbrance to be placed on the Premises whether voluntary or involuntary, by operation of law or otherwise.

i. *Performance by Landlord.* If Tenant fails to take any action or otherwise satisfy any obligation of Tenant under this Lease, Landlord may, but shall not be obligated to, take any such action and satisfy any such obligation for and on behalf of Tenant at the sole cost and expense of Tenant. Any and all costs incurred by Landlord in connection therewith shall be immediately due and payable to Landlord on demand.

j. *Notices.* All notices permitted or required herein shall be given in accordance with that certain Real Estate Purchase Agreement dated June 8, 2023 by and between Landlord as Buyer and Tenant as Seller.

k. *Waiver.* No waiver by either party to this Lease at any time of any default of the other party or compliance by the other party with any condition or provision of this Lease to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time.

l. *Rights and Remedies Cumulative.* The rights and remedies of Landlord and Tenant expressed in this Lease are cumulative and not exclusive of any rights and remedies otherwise available.

m. *Counterparts.* This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

n. *Further Assurances.* Upon request by Landlord, Tenant shall promptly execute and deliver such other documents and take such further actions as may be reasonably requested by Landlord to carry out the provisions of this Lease.

o. *Review of Agreement.* Tenant represents, warrants and covenants that Tenant had adequate opportunity to review this Lease and to seek legal counsel prior to the execution and delivery of this Lease by Tenant.

p. *Relationship of Parties.* Nothing contained in this Lease shall be deemed or construed by Landlord, Tenant or any third party to create a relationship of principal and agent or joint venture between Landlord and Tenant or any relationship other than landlord and tenant.

q. *Commissions.* The transactions contemplated by this Lease have been completed by the parties acting as principals and without the assistance of any brokers, agents, finders, or other persons. Each party represents, warrants and covenants that the party has not obligated any other party to the payment of any fee, commission or charge of any broker, agent, finder, or other person in connection with this lease. If any broker or agent claims it is owed a commission due to an agreement with one of the parties, such party shall

indemnify the other party for, from and against any and all claims, lawsuits, damages or liens arising out of such claim by the broker or agent.

r. *Interpretation.* This Lease shall be interpreted as follows: (i) as though the parties shared equally in the negotiation and preparation of this Lease; (ii) gender or lack of gender of any word shall include the masculine, feminine and neuter; (iii) singular shall include the plural and vice versa; (iv) the words "include" and "including" mean, in addition to any regularly accepted meaning, "without limitation" and "including but not limited to"; (v) references to Sections refer to Sections of this Lease; (vi) subject headings, captions, and titles shall not affect the interpretation of this Lease; (vii) the definition of any term in this Lease shall apply to all uses of such term whenever capitalized; (viii) the words "and" and "or" shall mean "and/or"; and (iv) any exhibits of this Lease shall be incorporated into this Lease as though fully set forth herein.

s. *Entire Agreement.* This Lease contains the entire agreement of all parties and no other oral or written agreements shall be binding upon the parties hereto. The parties acknowledge that they have neither been influenced to enter into this transaction by any part, nor relied on any representation of any party except for those representations set forth in this Lease. This Lease supersedes all prior agreements, contracts, and understandings of any kind, either oral or written.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the Effective Date.

CITY OF WESTWOOD, KANSAS
as Buyer

By: _____
David E. Waters, Mayor

Date: _____

ATTEST:

By: _____
Abby Schneeweis, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Ryan B. Denk, City Attorney

Date: _____

SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512
as Seller

By: _____
Mary Sinclair

Date: 5/22/23

Printed Name: Mary Sinclair

Title: Board President

EXHIBIT 1
LEGAL DESCRIPTION

TRACT 1:

THE WEST TWO HUNDRED FIFTY-EIGHT AND ONE-TENTH (258.1) FEET OF THE SOUTH HALF (1/2) OF LOT EIGHT (8), HOMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, IN JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

AND ALSO:

THE NORTH HALF OF LOT 8, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS EXCEPT THE EAST 286.58 FEET THEREOF, AND THE WEST 258.1 THEREOF.

AND ALSO:

ALL THAT PART OF THE EAST 286.58 FEET OF THE NORTH 1/2 OF LOT 8, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE AND 286.58 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH, ALONG A LINE 286.58 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 8, A DISTANCE OF 165.39 FEET, TO THE SOUTH LINE OF THE N 1/2 OF SAID LOT 8; THENCE EAST, ALONG THE SOUTH LINE OF THE N 1/2 OF SAID LOT 8, A DISTANCE OF 1.28 FEET, TO THE NORTHEAST CORNER OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS; THENCE NORTHEASTERLY, TO A POINT ON THE NORTH LINE AND 271.28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 15.30 FEET, TO THE POINT OF BEGINNING.

EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS AND PUBLIC RIGHTS

OF WAY. TRACT 2:

ALL OF LOTS 4 THROUGH 14, BOTH INCLUSIVE, BLOCK 1, SWATZELL ADDITION, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS.

TRACT 3:

THE EAST 112.3 FEET OF THE NORTH HALF OF LOT 9, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS.

TRACT 4:

ALL OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, EXCEPT THE FOLLOWING TRACT OF LAND:

ALL THAT PART OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION OF LAND IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTHEASTERLY, ALONG THE EASTERLY LINE OF SAID LOT 12, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY, ALONG THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 16.87 FEET THENCE NORTHWESTERLY, TO THE POINT OF BEGINNING.

EXHIBIT "D"
Contractual Provisions Attachment



CONTRACTUAL PROVISIONS ATTACHMENT
Shawnee Mission School District

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form SMSD-146a, Rev. 01-23), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

- 1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in Johnson County, Kansas.
3. Termination Due To Lack Of Funding Appropriation: If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Shawnee Mission School District (SMSD) may terminate this agreement at the end of its current fiscal year. SMSD agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided SMSD under the contract. SMSD will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by SMSD, title to any such equipment shall revert to contractor at the end of SMSD's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to SMSD or the contractor.
4. Disclaimer of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or SMSD to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas and SMSD is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) contractor agrees all hiring must be on the basis of individual merit and qualifications,

and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by SMSD or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given, including, but not limited to the signature of an authorized representative of SMSD, as defined in SMSD policy.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or SMSD have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and SMSD do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or SMSD at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and SMSD shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and SMSD shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require it to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the State of Kansas Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State and SMSD to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of SMSD or any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Privacy of Student Records.** The contractor understands that SMSD is subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA) and agrees to handle any student education records it receives pursuant to the contract in a manner that enables SMSD to be compliant with FERPA and its regulations. The contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the parent's/guardian's written consent, except to other SMSD officials who seek the information within the context of their professionally assigned responsibilities and used within the context of official SMSD business. Contractor shall promptly report to SMSD any request for or improper disclosure of SMSD's student educational records.
15. **Confidentiality.** As a state agency, SMSD contracts are generally public records. Accordingly, no provision of this contract shall restrict SMSD's ability to produce this contract and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 *et seq.*).

EXHIBIT "E"
Option Agreement

Option Agreement between Shawnee Mission School District and the City of Westwood

This Option Agreement ("Option") is made as of the date last executed below, between Shawnee Mission Unified School District No. 512 ("Optionor") and the City of Westwood ("Optionee") under the terms of this Option.

Whereas Optionee cooperated with Optionor in Optionor's procurement and planned use of a parcel of real estate, and

Whereas Optionee's cooperation facilitated and made possible Optionor's negotiated purchase of the parcel of real estate,

Optionor and Optionee agree to the following terms:

1. **Option to Purchase and Purchase Price.** In consideration of Ten Dollars (\$10.00), receipt of which is acknowledged, Optionor does hereby provide Optionee an Option to Purchase the real estate commonly known as 4935 Belinder Ave as depicted on Exhibit A, Westwood, Kansas ("Real Estate Tract 1"), as further described below, and/or real estate commonly known as the Westwood View School property as depicted on Exhibit B hereto which is inclusive of property commonly known as 2511 W. 50th Street, Westwood, Kansas ("Real Estate Tract 2"), on the terms and conditions hereinafter set forth. Said sum of Ten Dollars (\$10.00) shall not be credited on the purchase price hereinafter mentioned.

2. **Purchase Price.** In the event Optionor elects to sell the Real Estate Tract 1 and/or Tract 2 and Optionee desires to exercise this Option, the purchase price shall be determined as follows:
 - a. **Right of First Refusal.** Upon Optionor's receipt of a *bona fide* offer to purchase Real Estate Tract 1 and/or Tract 2, Optionor shall notify Optionee in writing within five (5) days of receipt of the offer of all material terms of the offer and further advising of Optionor's intent to accept the offer should the Optionee decline to exercise its Right of First Refusal ("ROFR"). Optionee shall have ten (10) days following receipt of the ROFR notice from Optionor to exercise its ROFR on the same material terms as are stated within the *bona fide* offer and in conformance with paragraph 4 below. Following exercise of the option, the parties shall have ten (10) more days to reduce their agreement relating to the sale of Real Estate Tract 1 and/or 2 into a binding real estate sales contract; or,

 - b. **Option in Absence of Bona Fide Offer.** In the absence of any *bona fide* offer to purchase the Real Estate Tract 1 and/or Tract 2 from a third party, Optionee may purchase the property at the value of the Real Estate Tract 1 and/or Tract 2 as stated within a certified appraisal conducted by an appraiser mutually agreeable between the parties.

3. **Term.** This offer shall be continuing and irrevocable for a period of five (5) years following the execution of this agreement with the option to renew at the end of the term. That renewal will require agreement by both parties in the form of a renewal addendum to this agreement. The Optionee shall have the exclusive and absolute power to accept this offer on or before said hour and day; but if said offer shall not be accepted as herein provided it shall forthwith terminate, the Optionee shall have no further rights hereunder, and the consideration paid therefor shall be retained by the Optionor. Time shall be of the essence as to the exercise of this option.
4. **Exercise of Option.** To accept said offer and purchase said property, Optionee shall signify and declare such election and acceptance by delivery of written notice thereof to Optionor. Upon delivery of said notice, the parties shall reduce their agreement relating to sale of the Real Estate Tract 1 and/or Tract 2 into a sales contract within ten (10) days.
5. **Description of Property.** Real Estate Tract 1 which is the subject of this Option is commonly known as 4935 Belinder Ave, Westwood, Kansas, as depicted on Exhibit A, and all attached fixtures thereon:

A parcel of land in the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 12 South, Range 25 East of the Sixth Principal Meridian, in the City of Westwood, Johnson County, Kansas, described as follows: Beginning at a point 172 feet North of the Southwest Corner of said Southeast 1/4 of the North east 1/4 of the said Section 3, running thence North 492.2 feet; thence East 575 feet, thence South 492.2 feet; thence West 575 feet to the place of Beginning, subject to that part in road.

Real Estate Tract 2 which is the subject of this Option includes all of that property depicted on Exhibit B hereto which is inclusive of that property commonly known as 2511 W. 50th Street, Westwood, Kansas, and all attached fixtures thereon.
6. **Payment of Purchase Price.** Optionee shall pay the Purchase Price in the amount described in Paragraph 2, in addition to the amount paid for this Option, to the Optionor in the form of cashier's check payable to Optionor at the time for closing upon the property as prescribed by the real estate contract to be entered into by the parties following exercise of the Option.
7. **General Warranty Deed.** The property shall be conveyed by general warranty deed free and clear of all liens, except as herein provided.
8. **Successors and Assigns.** This Option shall be binding upon the successors and assigns of the Optionor, and insure to the successors and assigns of the Optionee and if accepted be binding upon them.
9. **Acknowledgement and Signatures.** The parties hereto acknowledge that they have each read and agreed to the terms and conditions of this Agreement, and they each understand it will become legally binding upon each of them by their signing below.

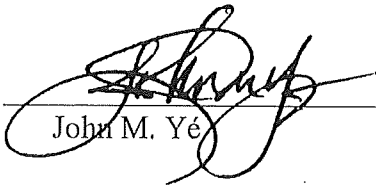
Optionor

Optionee

Date: 2-22-19

Date: January 10, 2019

By: 
BRAD STRATTON

By: 
John M. Yé

Title: Board President

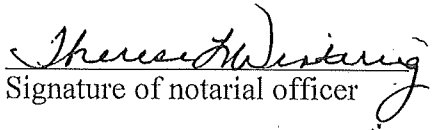
Title: Mayor, City of Westwood, Kansas

Acknowledgement

State of Kansas)
) ss.
County of Johnson)

This instrument was acknowledged before me on February 22, 2019, by
Date

JOHN M. YÉ
Brad Stratton
Optionor


Signature of notarial officer

Clerk of the Board
Title

My appointment expires on:

11-2-20

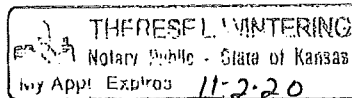
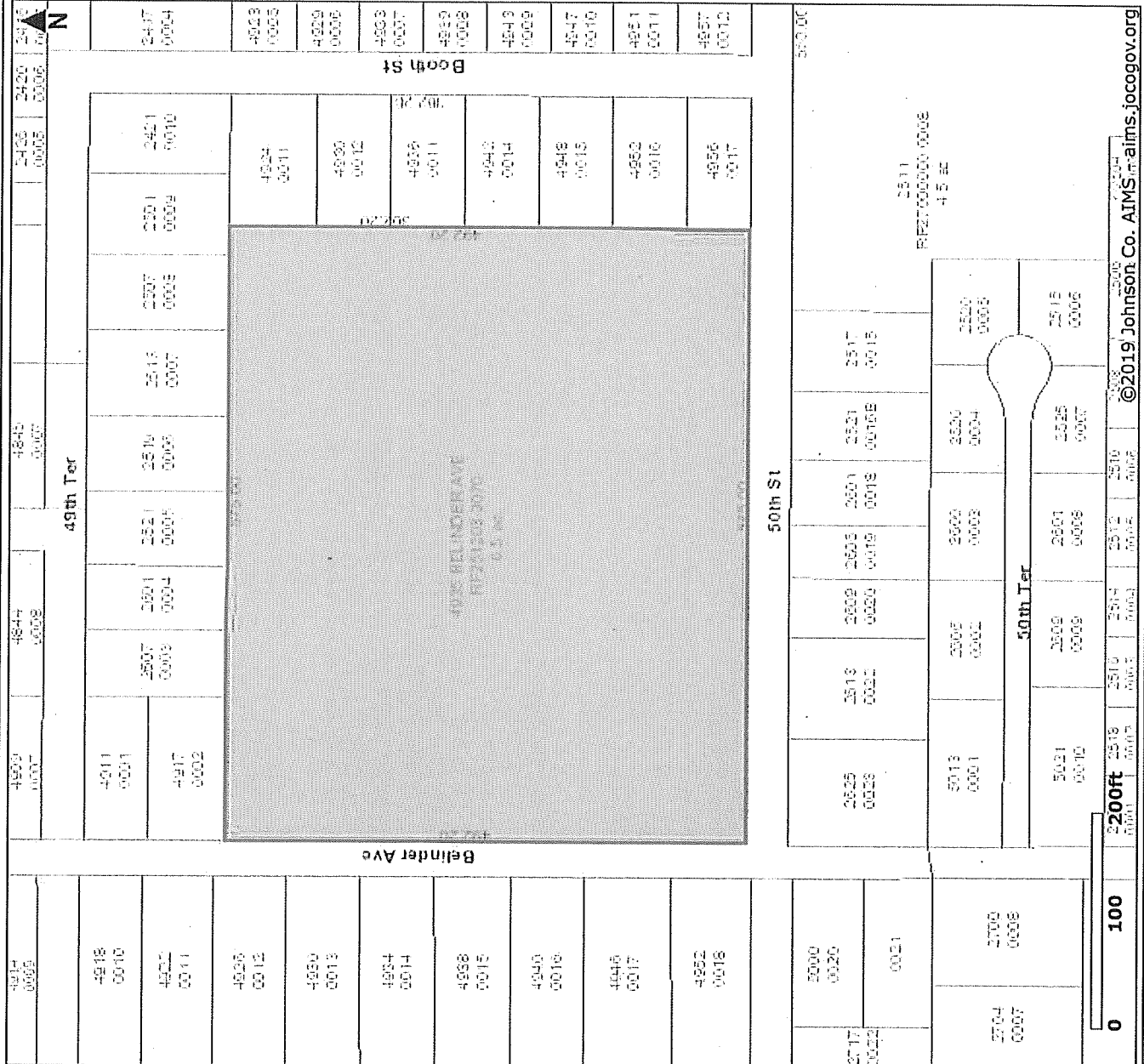


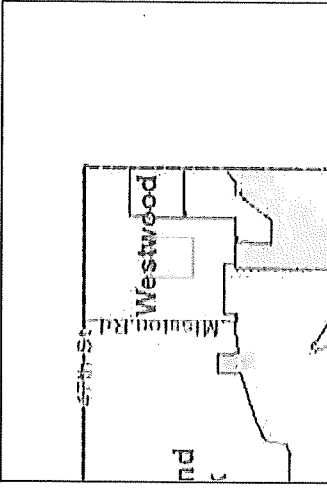
Exhibit A

4935 Belinder Ave property

LEGEND



A product of Johnson County AIMS, 111 S Cherry, Ste 3100, Olathe KS 66061 - 913-715-1600 - https://aims.jocogov.org - mapper@jocogov.org



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JOHNSON COUNTY
KANSAS
AIMS GIS & Mapping

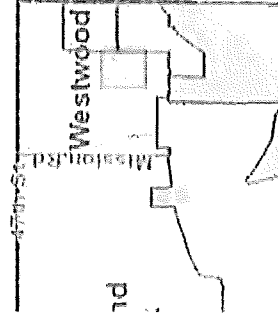
1/9/2019

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Exhibit B

2511 W. 50th Street property

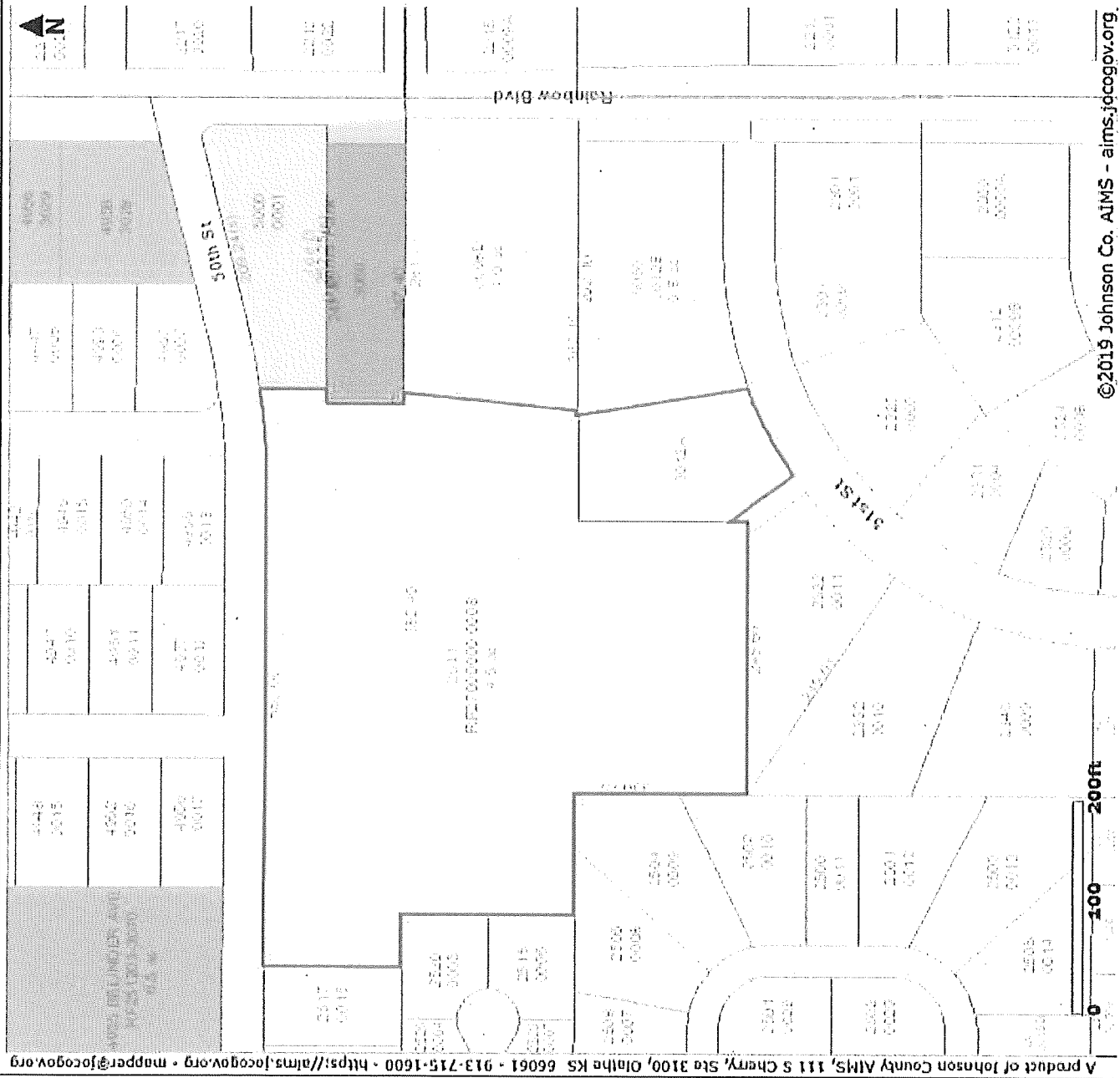
LEGEND



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JOHNSON COUNTY
PLANNING & DEVELOPMENT DEPARTMENT
 GIS & Mapping

1/9/2019



CUSTOMER RECEIPT - RECORDING SERVICES

Receipt Number: T20190008546 Customer: **FREDERICK L SHERMAN**
 (913) 558-8701

Date/Time: 2/28/2019 9:05:26 AM
 Method Received: Front Counter
 Clerk: Coday

TRANSACTION DETAILS

Instrument Number	Instrument Type	Book Page	Gen Fee	Tech. Fee	Copy	Certified	Copy Fee	Total	#Pgs	Consideration	Subtotal
201902280005643	Other	201902 005643	\$82.00	\$24.00	N	N	\$0.00	\$0.00	6	\$0.00	\$106.00

First Party Name Second Party Name Disposition: NO DISPOSITION
 SHAWNEE MISSION SCHOOL CITY OF WESTWOOD

PAYMENT INFORMATION

Method of Payment Payment Control ID
 Check Payment 4008

Trans Total: **\$106.00**
 Amount Account Balance
 \$106.00
 \$106.00

Total Payments:
 AMOUNT PAID: \$106.00
 LESS AMOUNT DUE: \$106.00
 CHANGE RECEIVED: \$0.00

EXHIBIT "F"
Memorandum of Agreement

Space above reserved for Register of Deeds Certification

TITLE OF DOCUMENT: Memorandum of Contract

DATE OF DOCUMENT: as of June 8, 2023

BUYER: CITY OF WESTWOOD, KANSAS

BUYER'S ADDRESS: 4700 Rainbow Boulevard,
Westwood, KS 66205

SELLER: SHAWNEE MISSION UNIFIED
SCHOOL DISTRICT #512

SELLER'S ADDRESS: 8200 West 71st Street, Shawnee
Mission, Kansas 66204

LEGAL DESCRIPTION: Exhibit "A" annexed hereto

REFERENCES: None

MEMORANDUM OF CONTRACT

NAME AND ADDRESS OF BUYER: CITY OF WESTWOOD, KANSAS ("Buyer"), 4700 Rainbow Boulevard, Westwood, KS 66205.

NAME AND ADDRESS OF SELLER: SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512 ("Seller"), 8200 West 71st Street, Shawnee Mission, Kansas 66204.

DATE OF CONTRACT: as of June 8, 2023.

DESCRIPTION OF PROPERTY: That certain Real Estate Purchase Agreement, dated as of June 8, 2023 (the "Contract"), between Buyer and Seller, concerns the real property (the "Property") described on **Exhibit "A"** annexed hereto.

MEMORANDUM OF CONTRACT ONLY: This instrument is intended only to convey notice of the Contract, which concerns the sale and purchase of the Property by Seller to Buyer. This memorandum shall not be construed to change, vary, modify or interpret any of the terms or conditions of the Contract. The Contract sets forth the terms and conditions of the rights contained therein, and reference should be made to the Contract for such terms and conditions.

[signatures commence on the following page]

IN WITNESS WHEREOF, Buyer and Seller have each caused this Memorandum of Contract to be executed and acknowledged as of June 8, 2023.

CITY OF WESTWOOD, KANSAS
as Buyer

By: _____
David E. Waters, Mayor

Date: _____

ATTEST:

By: _____
Abby Schneeweis, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Ryan B. Denk, City Attorney

Date: _____

SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512
as Seller

By: _____
Mary Sinclair

Date: 5/22/23

Printed Name: Mary Sinclair

Title: Board President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this ____ day of ____, 2023, before the undersigned, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared **DAVID E. WATERS**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as his act and deed in his capacity as Mayor of the City of Westwood Kansas, as the act and deed of such city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public within and for said County and State

My commission expires _____

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

On this 22 day of May 2023, before the undersigned, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared Mary Sinclair, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same as her act and deed in her capacity as a Board President of **Shawnee Mission School District #512**, as the act and deed of such school district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Michelle L. Trenholm

Notary Public within and for said County and State
My commission expires 3/9/2027

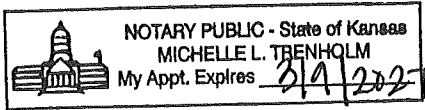


EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

TRACT 1:

THE WEST TWO HUNDRED FIFTY-EIGHT AND ONE-TENTH (258.1) FEET OF THE SOUTH HALF (1/2) OF LOT EIGHT (8), HOMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, IN JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

AND ALSO:

THE NORTH HALF OF LOT 8, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS EXCEPT THE EAST 286.58 FEET THEREOF, AND THE WEST 258.1 THEREOF.

AND ALSO:

ALL THAT PART OF THE EAST 286.58 FEET OF THE NORTH 1/2 OF LOT 8, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE AND 286.58 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH, ALONG A LINE 286.58 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 8, A DISTANCE OF 165.39 FEET, TO THE SOUTH LINE OF THE N 1/2 OF SAID LOT 8; THENCE EAST, ALONG THE SOUTH LINE OF THE N 1/2 OF SAID LOT 8, A DISTANCE OF 1.28 FEET, TO THE NORTHEAST CORNER OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS; THENCE NORTHEASTERLY, TO A POINT ON THE NORTH LINE AND 271.28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 15.30 FEET, TO THE POINT OF BEGINNING.

EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS AND PUBLIC RIGHTS OF WAY.

TRACT 2:

ALL OF LOTS 4 THROUGH 14, BOTH INCLUSIVE, BLOCK 1, SWATZELL ADDITION, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS.

TRACT 3:

THE EAST 112.3 FEET OF THE NORTH HALF OF LOT 9, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS.

TRACT 4:

ALL OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, EXCEPT THE FOLLOWING TRACT OF LAND:

ALL THAT PART OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION OF LAND IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTHEASTERLY, ALONG THE EASTERLY LINE OF SAID LOT 12, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY, ALONG THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 16.87 FEET THENCE NORTHWESTERLY, TO THE POINT OF BEGINNING.

COUNCIL ACTION FORM

Meeting Date: June 8, 2023

Staff Contact: Ryan Denk, City Attorney

Agenda Item: Consider Real Estate Purchase Agreement with Karbank Holdings, LLC for Real Property at 5000 Rainbow Blvd. and 5050 Rainbow Blvd.

Background/Description of Item: The action for Council's consideration is approval of and authorization granted to the Mayor to enter into a Real Estate Purchase Agreement with Karbank Holdings, LLC ("Karbank Agreement") for the purchase of four city owned parcels bounded by Rainbow Blvd. on the East, W. 51st Street on the South, the Rushton School on the West and W. 50th Street on the North comprising 2.8144 acres in the aggregate ("City Property") and the purchase of approximately 1.47 acres of land immediately West of the City Property from land to be acquired by the City from the Shawnee Mission School District ("SMSD") ("Lot Line Adjustment Parcel"). Following the conveyance of the Lot Line Adjustment Parcel, the City would retain 3.5 acres to be used for a City park. The City still has outstanding debt on the former Westwood Christian Church parcels with the common address of 5050 Rainbow Blvd. in the form of a Lease with an option to purchase held by Security Bank of Kansas City ("Security Bank Lease"). The option to purchase permits the City to discharge the Lease and acquire the property free and clear by the City's payment of the remaining principal of \$275,000. Pursuant to the Karbank Agreement, Karbank agrees to pay this principal and discharge this Lease as the purchase price for the City Property and the Lot Line Adjustment Parcel.

The due diligence period under the Karbank Agreement mirrors that within the SMSD Agreement, meaning that there will be a six-month due diligence period terminating in December 2023 and a scheduled closing in early January 2024. During the due diligence period, several approvals and satisfaction of conditions precedent must be met to the satisfaction of the parties including site studies to determine the sufficiency of the real property for Karbank's proposed redevelopment as well as necessary planning and zoning approvals and replatting.

The closing on this land transaction is to occur simultaneously with the closing on the SMSD Agreement providing for the City's purchase of the 4.97 acres of the former Westwood View School site (currently being used as the Rushton School) ("SMSD Property"). The closing on the Karbank Agreement is expressly contingent upon the City's receipt of sufficient funding for and the closing on the SMSD Agreement. If these events do not occur, then the City is permitted to terminate the Karbank Agreement. A donation agreement will be brought to Council for consideration at a subsequent meeting providing for the donation of sufficient funding to allow the City to acquire the SMSD Property and to allow for demolition of currently existing on-site improvements. Closing on the City Property will occur in January 2024. The actual conveyance of the Lot Line Adjustment Parcel will not occur until the School District vacates the Rushton School site which is scheduled to occur on July 31, 2024. Although there will be a delayed closing on the Lot Line Adjustment Parcel, pursuant to the Karbank Agreement the City is still required, at the time of closing on the City Property, to execute a deed conveying the Lot Line Adjustment Parcel to Karbank and to deposit the same into escrow under terms providing that such executed deed will be filed following the School District's vacation and surrender of the Rushton School site.

Additionally, a Development Agreement will also be brought to Council for consideration at a subsequent meeting detailing the parties' respective rights and responsibilities relative to the overall development and the financing thereof.

Staff Comments/Recommendation: Staff recommends approval.

Budget Impact: There is no anticipated budget impact.

Suggested Motion: Move that the Council approve the Real Estate Purchase Agreement with Holdings, LLC and authorize the Mayor to execute the same.

Item B. Section X, Item

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") made this _____ day of June, 2023 (this "Effective Date"), by and between **KARBANK HOLDINGS LLC**, a Delaware limited liability company , or assigns, c/o Karbank Real Estate Company LLC, 2000 Shawnee Mission Parkway, Suite 400, Mission Woods, Kansas 66205 ("Buyer"), and **CITY OF WESTWOOD, KANSAS**, a political subdivision organized and existing under the laws of the State of Kansas ("Seller") having an office located at 4700 Rainbow Boulevard, Westwood, KS 66205.

W-I-T-N-E-S-S-E-T-H:

WHEREAS, Seller is the owner of those certain tracts, pieces or parcels of improved land situated, lying and being in the City of Westwood, Johnson County, Kansas and legally described on Exhibit "A" annexed hereto and as drawn on Exhibit "B" annexed hereto and made a part hereof, comprising approximately 2.81 acres of land, more or less in the aggregate (the "Land", and together with any and all improvements on the Land and all appurtenant easements and any other rights and appurtenances, fixtures and other equipment attached to the Land is collectively called the "City Property"); and

WHEREAS, pursuant to that certain Real Estate Purchase Agreement, dated June 8th, 2023 (the "SMSD Agreement"), between Unified School District #512 (the "School District"), as seller, and the City of Westwood, Kansas , as buyer (a copy of which SMSD Agreement is annexed hereto as Exhibit "D"), pursuant to which Seller has agreed to purchase, from the School District, improved lands (the "School District Property") owned by the School District and which are adjacent, to the west, of the City Property and identified as Kansas Unified Parcel Number RP270000000008 (Quick Ref R168789) and RP300000010012A (Quick Ref R168897) (collectively, the "School District Property"); and

WHEREAS, pursuant to Section 7.1 herein, it is the essence of this Agreement that **(a)** Seller shall convey the City Property to Buyer, and **(b)** Seller shall subsequently convey a portion of the School District Property (the "Lot Line Adjustment Parcel", and, together with the City Property, the "Property") to Buyer pursuant to the Lot Line Adjustment Parcel Deed (as defined in Section 7.1.2 herein); and

WHEREAS, the Property currently comprises five (5) separate parcels, as follows (as the same may be combined, platted or replatted):

- a parcel of the Land (the “City North Dennis Park Parcel”) being located at 5000 Rainbow comprising .5344 acres of land and being Kansas Uniform Parcel Number RP630000010001 (Quick Ref R169078);
- a parcel of the Land (the “City South Dennis Park Parcel”) located immediately south of the City North Parcel, and commonly known as Dennis Park, comprising .42 acres of land and being Kansas Uniform Parcel Number RF2512033060 (Quick Ref R168613);
- a parcel of the Land (the “City North Church Parcel”) located immediately south of the City South Dennis Park Parcel, comprising 1.03 acres of land and being Kansas Uniform Parcel Number RP270000000008D (Quick Ref R168791);
- a parcel of the Land (the “City South Church Parcel”) located immediately south of the City North Church Parcel, comprising .83 acres of land and being Kansas Uniform Parcel Number RP300000010012B (Quick Ref R168898); and
- the Lot Line Adjustment Parcel,, which will comprise that portion of the School District Property located immediately west of the City North Dennis Park Parcel, the City South Dennis Park Parcel, the City North Church Parcel and the City South Church Parcel (which are collectively the “City Parcels”), which remains after Seller retains the westernmost three and one-half (3.5) acres of the School District Property (the exact square footage of the Lot Line Adjustment Parcel is anticipated to be approximately not more than 1.47 acres, depending upon Buyer’s final development plans, survey and replatting, as approved by Seller, but Seller shall in any event retain three and one-half [3.5] acres of the School District Property).

WHEREAS, Seller desires to sell the Property to Buyer and Buyer desires to purchase the Property from Seller, all upon and subject to the terms, conditions, covenants and provisions, and for the price, hereinafter set forth; and

WHEREAS, this Agreement, and Seller's conveyance of the Property to Buyer, shall be subject to (and an element of) that certain Development Agreement to be entered by and between Seller and Buyer (the "Development Agreement"), between Seller and Buyer.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Agreement to Purchase and Sell.

1.1 Seller, in consideration of the payment of the purchase price and the performance by Buyer of the agreements of Buyer hereinafter contained, agrees to sell and convey the Property, subject to the below referenced right of way reservation, to Buyer, and Buyer, in consideration of the performance of the agreements of Seller and in reliance upon the representations, warranties and covenants of Seller herein contained, agrees to buy and pay for the Property, subject, however, to the terms and conditions contained herein.

1.2 Seller's conveyance of the City Parcels shall be adjusted so that the eastern boundary of the City Parcels shall have a common eastern boundary line which is thirty-seven and one-half feet (37.5 feet) west of the centerline of Rainbow Boulevard. The boundaries of such reserved and dedicated right of way shall be defined on the survey conducted pursuant to Section 5.3 of this Agreement and shall further be reflected and dedicated to the Seller on the replat of the Land.

2. Purchase Price.

The purchase price ("Purchase Price") (defined below) to be paid by Buyer to Seller for the Property shall be an amount equal to the amount required to be paid by Seller for Seller to exercise the right to purchase the City North Church Parcel and the City South Church Parcel, including any necessary rental payments, principal balance, interest costs and all settlement costs, as of the Closing Date, on that certain Lease Purchase Agreement (the "Security Bank Lease") made by and between Seller and Security Bank of Kansas City ("Security Bank") which is evidenced by a Taxable Lease Purchase Agreement dated as of April 1, 2014, as amended and as most recently amended by the Third Amended Taxable Lease Purchase Agreement dated January 1, 2023. It is anticipated that the purchase price and interest/rental payment costs under the

Security Bank Lease is and shall be approximately Two Hundred Eighty-Four Thousand Six Hundred and Twenty-Five Dollars (\$284,625). The Purchase Price shall be payable as follows:

2.1 As an earnest money deposit (the "Deposit"), Buyer shall deliver to First American Title Insurance Company, 1201 Walnut, Suite 700, Kansas City, Missouri 64106 (the "Title Company") a company check or wire transfer in the amount of Fifty Thousand Dollars (\$50,000.00), within two (2) business days of the mutual execution and delivery of this Agreement, the proceeds of which shall be held in escrow in accordance with the provisions of Section 11 hereof; and

2.2 At Closing (as defined in Section 3.1 hereof), Buyer shall deliver to the Title Company the remaining balance of the Purchase Price, subject to adjustments as provided herein, by wire transfer for the account of the Title Company or by certified or bank check payable to the Title Company, as escrow agent, to be disbursed in accordance with the terms of this Agreement.

3. Closing; Buyer's Inspections; Approvals.

3.1 The consummation of the transaction contemplated hereby ("Closing") shall take place at 10:00 a.m. at the offices of the Title Company, on the day (the "Closing Date") which is two hundred ten (210) days after the Effective Date.

3.2 During the time period beginning on the Effective Date until the date occurring thirty (30) days prior to the Closing Date (such time period, the "Due Diligence Period"), Buyer and its agents, contractors and invitees shall have the right to enter onto the Property, from time to time, for the purpose of inspecting the Property and making such investigations and tests (and such third-party inspection reports as desired by Buyer, including, without limitation, updated environmental audits and the Survey) as Buyer may require. If Buyer's inspections involve any physical disturbance of the Property, Buyer shall return the Property to the condition existing but for such inspections. Seller shall cooperate with Buyer in making the Property available for such investigations and tests during normal business hours, and Buyer shall indemnify and hold Seller harmless from and against any injury to persons or damage to property arising from such investigations.

3.3 During the Due Diligence Period, Buyer shall be permitted to file applications for such rezonings, special use permits, variances, development plans and plats, or other approvals of governmental authorities as Buyer may

deem necessary for Buyer's intended use of the Property (collectively, the "Approvals"). Buyer understands that Seller (to the extent Seller must grant any such Approvals) will use its standard procedures for review and approval of any submissions, and that that Seller shall not be required itself under this Agreement to grant any Approvals.

3.4 If Buyer determines that Buyer does not wish to purchase the Property, then Buyer shall provide written notice ("Buyer's Termination Notice") to Seller, not later than 5:00 p.m. Central Time on or before the expiration of the Due Diligence Period, and notwithstanding anything to the contrary contained in Section 16 hereof, Buyer's Termination Notice may be given by email to rdenk@mvplaw.com, with a copy to leslie.herring@westwoods.org, stating that this Agreement is terminated. In the absence of the timely delivery of Buyer's Termination Notice, the inspection and approval conditions set forth in Sections 3.2 and 3.3 hereof shall be deemed satisfied.

3.5 Notwithstanding anything herein to the contrary, Buyer and Seller acknowledge the terms and provisions of the Development Agreement, pursuant to which Buyer has proposed a commercial, office, and/or mixed-use development Project for the Property (the "Project"). The Development Agreement shall reflect that Seller's post-closing obligations concerning the City's development of a public park, on a portion of the School District Property, shall be subject to Buyer's development of certain improvements, described in the Development Agreement, on the Property.

4. Representations, Warranties and Covenants.

4.1 As to the Land Seller represents and warrants to and covenants and agrees with Buyer the following as of the date of this Agreement, except where specific reference is made to another date or dates, in which case such date or dates will be applicable hereunder:

4.1.1 Seller is a political subdivision, duly organized, validly existing and in good standing as a City of the Third Class under the laws of the State of Kansas.

4.1.2 All necessary action has been taken by Seller with respect to the execution and delivery of this Agreement.

4.1.3 This Agreement has been executed and delivered on behalf of Seller and constitutes the valid and binding agreement of Seller, and there are

no consents of any third party required for the consummation of the transaction contemplated herein.

4.1.4 To Seller's knowledge, Seller has good, marketable and insurable fee simple absolute title to, and is the owner of, the Land, and Seller's ownership of the Land is free and clear of all liens, claims, encumbrances, covenants, conditions, rights-of-way, easements and any other matters affecting title except for **(a)** matters of record, including but not limited to the Security Bank Lease, and for **(b)** real estate taxes and assessments (including without limitation stormwater assessments) for the year 2023.

4.1.5 Seller is not aware of the presence anywhere on the Land of any material defined as a hazardous waste, hazardous or toxic substance or other material governed by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act or any similar statute of the State of Kansas (in each case as amended and including any rules and regulations thereunder), including without limitation asbestos, PCBs or petroleum hydrocarbons. All such substances on or about the Land are referred to herein as "Environmental Material".

4.1.6 The Land is (to Seller's knowledge) in full compliance with **(a)** all applicable federal, state, city and other governmental authority laws and regulations concerning the Land with respect to Environmental Material, **(b)** all other governmental laws, rules and regulations concerning the use, operation or ownership of real property and **(c)** any and all covenants, restrictions or agreements applicable to the Land. Seller has received no notice of, and has no knowledge of, any condition which may give rise to any violation of any of the foregoing. Seller covenants that through the Closing Date, it will immediately deliver to Buyer true and complete copies of any correspondence, reports, inquiries investigations, estimates, notes and other information (excluding any information constituting attorney work product or attorney-client privileged materials) concerning the foregoing of which Seller becomes aware.

4.1.7 The Land is (to the best of Seller's knowledge) served by functioning water, sewer, gas, electricity, telephone and fiber optic lines.

4.1.8 Seller is not a party to any agreement under which any brokerage or other leasing or selling commissions or finder's fees are payable in connection with all or any part of the Land or any leases or licenses thereof.

4.1.9 Except with respect to the obligations contained in the Security Bank Lease (the documents evidencing which are annexed hereto as **Exhibit "C"**) between Seller and Security Bank, there are now outstanding no rights or options to purchase all or any part of the Land, and there are no outstanding leases or options to lease, license or use all or any part of the Land. From and after the date hereof and to the Closing Date, Seller shall **(a)** timely make all payments of principal and interest due from time to time on the Security Bank Lease, **(b)** comply with all of the terms, conditions and covenants of the Security Bank Lease, **(c)** deliver to Buyer, not later than five (5) days after Seller's receipt thereof, any notice from Security Bank that the Security Bank Lease is coming due or is in default, and **(d)** refrain from exercising any rights or options set forth in the Security Bank Lease documents without Buyer's consent.

4.1.10 From and after the date hereof and to the Closing Date, Seller shall **(a)** comply with all of the terms, conditions and covenants of the SMSD Agreement and **(b)** deliver to Buyer, not later than five (5) days after Seller's receipt thereof, any notice from the School District regarding the SMSD Agreement.

4.1.11 There are, to the best of Seller's knowledge, no actions, suits, proceedings, orders, writs, judgments, rulings, decrees or injunctions, governmental or otherwise, pending or (to the best of Seller's knowledge) threatened against or affecting the Land, and there are no actions, suits or proceedings pending, contemplated or threatened by Seller in connection with the Land. From and after the date hereof, (until this Agreement is terminated or expires) Seller shall not commence or allow to be commenced on its behalf any action, suit or proceeding with respect to the Land or any part thereof without Buyer's prior written consent.

4.1.12 Seller shall not suffer or permit any default to exist or occur on the part of Seller under any instrument to which Seller is a party and which affects the Land or any part thereof and which shall not be cured by Seller from the Purchase Price at Closing.

4.1.13 Seller has not received and has no knowledge of any notice or request from any governmental authority or insurance company or board of fire underwriters requesting the performance of any work or alteration with respect to the Property.

4.1.14 Except for service agreements which are cancelable by Seller at will, there are no service agreements or any other contracts or

agreements whatsoever to which Seller is a party and which affect the Land in any manner. From and after the date hereof, Seller will not enter into any service agreement pertaining to all or any part of the Land which cannot be cancelled effective as of the Closing Date.

4.1.15 Seller has no knowledge of any pending or contemplated condemnation of the Land or any part thereof.

4.1.16 Seller is now maintaining, and shall maintain until Closing, liability coverage (in an amount not less than Two Million (\$2,000,000.00) Dollars combined single limit) for acts or omissions in connection with the use and operation of the Land.

4.1.17 From and after the date hereof, Seller shall not modify the Land or any of the other improvements on the Land in any material way without Buyer's consent.

4.1.18 Seller shall cooperate with and consent to the filing of any and all applications in the name of Buyer (or its permitted designee[s]) pertaining to the Land or any portions thereof including, without limitation, applications regarding zoning, platting, development plans, other matters set forth in the Development Agreement, etc. (collectively, the "Entitlements"), provided that all such Entitlements and applications therefor are within the scope of the Project as described in the Development Agreement not inconsistent therewith. If requested by Buyer (or its permitted designee[s]), Seller shall evidence such cooperation and consent in writing or by executing necessary documents, within three (3) days of any request by Buyer (or its designee[s]). Notwithstanding the foregoing, nothing herein shall be deemed to require that Seller approve any Entitlements or otherwise take (or refrain from taking) any legislative action related to such Entitlements.

4.1.19 Seller's use and occupancy of the Land has been classified by the County as a tax-exempt use for purposes of *ad valorem* taxes. At the time of closing, no *ad valorem* taxes are due and owing on the Land.

4.2 As to the Lot Line Adjustment Parcel, Seller represents and warrants to and covenants and agrees with Buyer the following as of the date of this Agreement, except where specific reference is made to another date or dates, in which case such date or dates will be applicable hereunder:

4.2.1 Seller is a political subdivision, duly organized, validly existing and in good standing as a City of the Third Class under the laws of the State of Kansas.

4.2.2 Seller has entered into the SMSD Agreement providing for the purchase of real property which includes the School District Property from which the Lot Line Adjustment Parcel will be derived. Such SMSD Agreement includes provisions for a lease back following closing thereunder of the School District Property, including the Lot Line Adjustment Parcel, to the School District through July 31, 2024.

4.2.3 All necessary action has been taken by Seller with respect to the execution and delivery of this Agreement, acknowledging that the City shall be required to close on the real property which is the subject of the SMSD Agreement before the City can convey the Lot Line Adjustment Parcel.

4.2.4 This Agreement has been executed and delivered on behalf of Seller and constitutes the valid and binding agreement of Seller, and there are no consents of any third party (other than as provided in the SMSD Agreement) required for the consummation of the transaction contemplated herein.

4.2.5 To Seller's knowledge the School District has and will convey to Seller good, marketable and insurable fee simple absolute title to, and the School District is the owner of, the Lot Line Adjustment Parcel, and the School District's ownership of the Lot Line Adjustment Parcel is free and clear of all liens, claims, encumbrances, covenants, conditions, rights-of-way, easements and any other matters affecting title except for (a) matters of record and for (b) real estate taxes and assessments (including without limitation stormwater assessments) for the year 2023.

4.2.6 Seller is not aware of the presence anywhere on the Lot Line Adjustment Parcel of any material defined as a hazardous waste, hazardous or toxic substance or other material governed by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act or any similar statute of the State of Kansas (in each case as amended and including any rules and regulations thereunder), including without limitation asbestos, PCBs or petroleum hydrocarbons. All such substances on or about the Lot Line Adjustment Parcel are referred to herein as "Environmental Material".

4.2.7 The Lot Line Adjustment Parcel is (to Seller's knowledge) in full compliance with (a) all applicable federal, state, city and other governmental authority laws and regulations concerning the Lot Line Adjustment Parcel with respect to Environmental Material, (b) all other governmental laws, rules and regulations concerning the use, operation or ownership of real property and (c) any and all covenants, restrictions or agreements applicable to the property. Seller has received no notice of, and has no knowledge of, any condition which may give rise to any violation of any of the foregoing. Seller covenants that through the Closing Date, it will immediately deliver to Buyer true and complete copies of any correspondence, reports, inquiries, investigations, estimates, notes and other information (excluding any information constituting attorney work product or attorney-client privileged materials) concerning the foregoing of which Seller becomes aware.

4.2.8 The Lot Line Adjustment Parcel is (to the best of Seller's knowledge) served by functioning water, sewer, gas, electricity, telephone and fiber optic lines.

4.2.9 Seller is not a party to any agreement under which any brokerage or other leasing or selling commissions or finder's fees are payable in connection with all or any part of the or any leases or licenses thereof other than the lease back to the School District referenced in the SMSD Agreement and as identified in Section 4.2.2.

4.2.10 Except with respect to the obligations contained in the Option Agreement dated as of February 22, 2019, between Seller and the School District (a copy of which is attached hereto as Exhibit "G"), and the obligations contained in the SMSD Agreement including the lease back provisions thereof, to Seller's knowledge there are no outstanding rights or options to purchase all or any part of the Lot Line Adjustment Parcel, and there are no outstanding leases or options to lease, license or use all or any part of the property.

4.2.11 From and after the date hereof and to the Closing Date, Seller shall (a) comply with all of the terms, conditions and covenants of the SMSD Agreement and (b) deliver to Buyer, not later than five (5) days after Seller's receipt thereof, any notice from the School District regarding the SMSD Agreement.

4.2.12 There are to the best of Seller's knowledge no actions, suits, proceedings, orders, writs, judgments, rulings, decrees or injunctions, governmental or otherwise, pending or (to the best of Seller's knowledge)

threatened against or affecting the Lot Line Adjustment Parcel, and there are no actions, suits or proceedings pending, contemplated or threatened by Seller in connection with the Lot Line Adjustment Parcel. From and after the date hereof, (until this Agreement is terminated or expires) Seller shall not commence or allow to be commenced on its behalf any action, suit or proceeding with respect to the Lot Line Adjustment Parcel or any part thereof without Buyer's prior written consent excluding any action necessary to enforce Seller's rights under the SMSD Agreement.

4.2.13 Seller shall not suffer or permit any default to exist or occur on the part of Seller under any instrument to which Seller is a party and which affects the Lot Line Adjustment Parcel or any part thereof and which shall not be cured by Seller from the Purchase Price at Closing. This provision does not prohibit the Seller from terminating the SMSD Agreement in accordance with the terms thereof.

4.2.14 Seller has not received and has no knowledge of any notice or request from any governmental authority or insurance company or board of fire underwriters requesting the performance of any work or alteration with respect to the Lot Line Adjustment Parcel.

4.2.15 Except for service agreements which are cancelable by Seller at will and except for the SMSD Agreement, Seller has no knowledge that there are any service agreements or any other contracts or agreements whatsoever to which Seller is a party and which affect the Lot Line Adjustment Parcel in any manner. From and after the date hereof, Seller will not enter into any service agreement pertaining to all or any part of the property which cannot be cancelled effective as of the Closing Date for the Lot Line Adjustment Parcel.

4.2.16 Seller has no knowledge of any pending or contemplated condemnation of the Lot Line Adjustment Parcel or any part thereof.

4.2.17 Seller, following its closing on the School District Property, shall maintain, or shall cause to be maintained until July 31, 2024, liability coverage (in an amount not less than Two Million (\$2,000,000.00) Dollars combined single limit) for acts or omissions in connection with the use and operation of the Lot Line Adjustment Parcel. This provision shall survive closing.

4.2.18 From and after the date hereof and until Closing, Seller shall not modify the Lot Line Adjustment Parcel or any of the other improvements on the Lot Line Adjustment Parcel in any material way without Buyer's consent.

Provided, that nothing herein shall be deemed to prohibit Seller from providing (or refusing to provide) any Approvals as provided in this Agreement.

4.2.19 Seller shall cooperate with and consent to the filing of any and all applications in the name of Buyer (or its permitted designee[s]) pertaining to the Lot Line Adjustment Parcel or any portions thereof including, without limitation, applications regarding zoning, platting, development plans, other matters set forth in the Development Agreement, etc. (collectively, the "Entitlements"), provided that all such Entitlements and applications therefor are within the scope of the Project as described in the Development Agreement and not inconsistent therewith. If requested by Buyer (or its permitted designee(s)), Seller shall evidence such cooperation and consent in writing or by executing necessary documents, within three (3) days of any request by Buyer (or its designee(s)). Notwithstanding the foregoing, nothing herein shall be deemed to require that Seller approve Entitlements or otherwise take (or refrain from taking) any legislative action related to such Entitlements.

4.2.20 To Seller's knowledge, the School District's use and occupancy of Lot Line Adjustment Parcel has been classified by the County as a tax exempt use for purposes of *ad valorem* taxes. To Seller's knowledge, no *ad valorem* taxes are due and owing on the Lot Line Adjustment Parcel.

4.3 Other than the express representations and warranties of Seller contained in this Agreement, Seller makes no warranties, representations or statements about any legal documents, records, files, or information provided to Developer, nor any physical items and conditions relating to the Property including, but not limited to any environmental conditions on the Property. No agents, employees, brokers or other persons are authorized to make any representations or warranties for the Seller. By its execution of this Agreement, Buyer acknowledges that, except for the express representations and warranties of the Seller contained in this Agreement, Seller has not made any warranties, representations or statements whatsoever concerning any condition or matter relating to the Property, including such matters as title to the Property, legal status of the Property, use of the Property (including, but not limited to, the operation of the Property for Buyer's intended purposes), availability or cost of utilities, or physical condition of the Property. Seller has relied upon this acknowledgment as a material inducement to enter into this Agreement. If this transaction closes and Buyer acquires the Property, other than those representations and warranties which are specifically set forth in this Agreement, Buyer is acquiring the Property "AS IS" and "WHERE IS," and it acknowledges and agrees that it relies upon no warranties, representations or statements by

Seller or any other persons for Seller in entering into this Agreement or in closing the transaction described in this Agreement, other than those representations and warranties, which are specifically set forth in this Agreement.

4.4 Buyer represents and warrants to and covenants and agrees with Seller the following as of the date of this Agreement:

4.4.1 Buyer is a limited liability company, organized, existing and in good standing under the laws of the State of Delaware, and all necessary action has been taken by Buyer with respect to the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder.

4.4.2 This Agreement has been executed and delivered on behalf of Buyer and constitutes the valid and binding agreement of Buyer, and there are no consents of any third party required for the consummation of the transaction contemplated herein.

4.4.3 All necessary action has been taken by Buyer with respect to the execution and delivery of this Agreement.

5. Plans, Title, Survey, Environmental Audit and Estoppel Certificate.

Except as otherwise set forth below, Seller shall deliver to Buyer, at Seller's expense, the following items:

5.1 Plans, Specifications, Warranties and Surveys.

Within ten (10) days of the date of this Agreement, copies of any and all surveys or environmental reports or audits concerning all or any part of the Property which Seller has in its possession or under its control.

5.2 Title Commitments.

5.2.1 Within ten (10) days of the date of this Agreement, an ALTA Commitment for an Owner's Policy of Title Insurance from the Title Company with respect to the Land. With respect to the Lot Line Adjustment Parcel, Seller shall deliver to Buyer the ALTA Commitment for an Owner's Policy of Title Insurance provided by the School District pursuant to the SMSD Agreement within three (3) days after Seller's receipt of the same. (Both of the foregoing title commitments are collectively referred to as "Title Commitments") The Title

Commitments shall include complete and legible copies of all instruments constituting exceptions to title or otherwise affecting the Property. Buyer shall have until the date established in Section 5.2.1 of the SMSD Agreement (as to Seller's objection period as to title related to the School District Property) to object to any matters excepted or referenced in the Title Commitments, but Buyer hereby objects to (and Seller shall in any event cause to be removed of record at or before Closing) the Security Bank Lease, as well as any mortgages, tax liens (except for the lien of real estate taxes not yet due or payable as of the Closing Date), judgment liens, mechanics' liens or leases or licenses of all or any part of the Property. Matters accepted by Buyer or not timely objected to by Buyer shall be the "Permitted Exceptions". Seller shall have ten (10) days from the date of its receipt of Buyer's title objections (the "Title Curing Period") within which it shall take any reasonable actions as may be necessary to cure or remove any such defects or objections and have amended Title Commitments issued. Any such objection which may be cured at Closing by disbursement of funds may be so cured by Seller at Closing; provided, however, that Seller shall notify Buyer during the Title Curing Period of its intention to cure any defect or objection by disbursement of funds at Closing. This Section 5.2.1 shall survive Closing as to the Lot Line Adjustment Parcel.

5.2.2 If defects or objections are not cured or removed to Buyer's satisfaction within the Title Curing Period, then Buyer shall have an additional ten (10) days in which to elect to terminate this Agreement by reason of such defects or objections. Alternatively, Buyer may, within such ten (10) day period, elect to accept such title as Seller can convey. Notwithstanding the foregoing, if at or prior to Closing there is any defect or objection to title not set forth in the Title Commitments and of which Buyer is first made aware after Buyer's receipt of the Title Commitments, and if Buyer shall be unwilling to waive the same, Buyer shall notify Seller at or prior to Closing and Seller shall take such reasonable actions as shall be necessary to remove such defects or objections. If such defects or objections are not cured or removed to Buyer's satisfaction within ten (10) days after Buyer's request that the same shall be removed (and if Seller shall not agree to cure such defect or objection by the disbursement of funds at Closing), then Buyer shall, for a period of ten (10) days thereafter, have the same rights with respect to such defect or objection and terminating this Agreement or closing title as are set forth above with respect to any such defect or objection appearing in the initial Title Commitments. This Section 5.2.2 shall survive Closing as to the Lot Line Adjustment Parcel.

5.3 Survey.

Within five (5) days of the date of this Agreement, any existing ALTA surveys of the Property shall be delivered to Buyer. Within thirty (30) days after the Effective Date, Buyer, at Buyer's expense, shall obtain and deliver to Seller an updated survey of the Property and the School District Property prepared and certified by a licensed surveyor or professional engineer selected by Buyer (the "Survey"). The Survey shall show recording information for all recorded instruments affecting the Property and the School District Property and shall indicate the zoning and flood zone status of each. The surveyor shall certify that there are no encroachments by or onto the Property or the School District Property except as specifically indicated on the Survey, and the Survey shall be certified to Buyer, Seller, School District, the Title Company and such other party or parties as Buyer may request. The Survey shall be used as the basis for the Entitlements set forth in the Development Agreement and, therefore, the Survey shall show the Property and the School District Property (including, without limitation, the Lot Line Adjustment Parcel). The legal descriptions of the City Property in the City Property Deed (defined below) and of the Lot Line Adjustment Parcel in the Lot Line Adjustment Parcel Deed (defined below) shall be as set forth in the Survey. If the Property is replatted prior to the Closing, then the legal descriptions in the newly recorded plat shall be used instead of the Survey in the City Property Deed and the Lot Line Adjustment Parcel Deed.

5.4 Environmental Audit.

Seller shall deliver to Buyer a copy of any existing environmental reports or audits after receipt of the same from School District under the SMSD Agreement. Within thirty (30) days after the Effective Date, Buyer, at Buyer's expense, shall obtain an updated "Phase One" environmental audit of the Land and the School District Property (the "Environmental Audit") and asbestos and mold inspection reports, all of which shall be certified and delivered to Buyer and Seller.

6. Conditions Precedent to Consummation.

6.1 Buyer's obligation to consummate this Agreement and to render performance hereunder will, at the option of Buyer, be subject to the following conditions precedent:

6.1.1 Title to the Property shall be marketable and insurable except for the Permitted Exceptions.

6.1.2 All of Seller's representations and warranties contained in this Agreement shall be substantially true and correct as of the date hereof and as of the Closing Date, and Seller shall not on or prior to the Closing Date have failed in any material way to comply with any of the conditions or covenants on its part required by the terms of this Agreement.

6.1.3 The Property will not have been adversely affected in any material way as a result of any casualty, accident or act of God, there shall be no material change in the condition of the Property, nor will there be any litigation affecting all or any part of the Property.

6.1.4 No portion of the Property will have been condemned or sold under threat of condemnation, or will be the subject of a pending or threatened condemnation proceeding.

6.1.5 Seller shall have removed all of its unattached, portable personal property, and trash, from the Land.

6.2 Seller's obligation to consummate this Agreement and to render performance hereunder will, at the option of Seller, be subject to the following conditions precedent:

6.2.1 All of Buyer's representations and warranties contained in this Agreement shall be substantially true and correct as of the date hereof and as of the Closing Date, and Buyer shall not on or prior to the Closing Date have failed in any material way to comply with any of the conditions or covenants on its part required by the terms of this Agreement or the Development Agreement.

6.2.2 Seller's acquisition of sufficient funding for the purchase price and closing costs necessary to enable Seller to close upon the School District Property pursuant to the SMSD Agreement. This provision does not require Seller to exercise any good faith effort to obtain funding. Except to the extent that such funding is provided by Buyer or any affiliate of Buyer, the source of such funding shall be left to the full discretion of Seller.

6.3 In the event that any of the conditions set forth in Sections 6.1 and/or 6.2 cannot be satisfied, then the party for whom a respective condition precedent has failed may, at its option, may **(a)** adjourn Closing for a reasonable period not to exceed thirty (30) days in the event that the parties agree to attempt to satisfy such condition or conditions during such period to the extent that the parties can

reasonably do so, **(b)** close hereunder and waive such condition or conditions, **(c)** cancel this Agreement and for buyer, receive the Deposit (in which event the parties hereto shall have no further obligation to the other hereunder), or **(d)** exercise its remedies under Section 11 hereof; provided, however, that in the event of a casualty resulting in damage to or destruction of all or any part of the Property or in the event of a condemnation of all or any part of the Property, if Buyer shall elect to close hereunder despite such casualty or condemnation, Seller shall assign to Buyer, at Closing, all of Seller's rights to receive **(x)** any and all property casualty damage insurance proceeds payable by reason of such casualty or **(y)** any and all condemnation awards payable by reason of such condemnation.

6.4 The Closing of the transactions contemplated under this Agreement shall be contingent and dependent upon the simultaneous closing of the transactions contemplated under the SMSD Agreement. In the event the SMSD Agreement should not close on or before the Closing Date, then Seller may terminate this Agreement, in which event neither party shall have any further obligations hereunder except for those matters which specifically survive the expiration or termination of this Agreement.

7. Seller's Obligations at Closing.

At Closing, Seller will perform the following:

7.1 Deliver to Buyer:

7.1.1 A special warranty deed conveying (to Buyer or Buyer's permitted designee) the City Property (the "City Property Deed"), subject only to the Permitted Exceptions, duly executed and acknowledged by an authorized officer of Seller, in recordable form acceptable to the Title Company, and the City Property Deed shall be recorded at Closing.

7.1.2 A special warranty deed conveying (to Buyer or Buyer's designee) the Lot Line Adjustment Parcel (the "Lot Line Adjustment Parcel Deed"), subject only to the Permitted Exceptions, duly executed and acknowledged by an authorized officer of Seller, in recordable form acceptable to the Title Company; provided, however, that the Lot Line Adjustment Parcel Deed shall be held in escrow by the Title Company and the Title Company shall (without exception) record the Lot Line Adjustment Parcel Deed on August 1, 2024. This Section 7.1.2 shall survive the Closing.

7.2 Cause the Title Company to issue to Buyer its Owner's Policy of Title Insurance, prepaid by Seller, with extended coverage and survey coverage and liability in an amount of the Purchase Price, insuring title to the Property vested in Buyer or Buyer's designee subject only to the Permitted Exceptions, including by the execution and delivery to the Title Company of an owner's certificate setting forth the matters customarily contained in such certificates. Buyer acknowledges and agrees that the Title Company may elect to issue an Owner's Policy reflecting the City Property Deed and an endorsement to later reflect the Lot Line Adjustment Parcel Deed.

7.3 Execute and deliver to Buyer a bill of sale transferring to Buyer all of the fixtures and other personalty comprising part of the City Property (in the form annexed hereto as **Exhibit "E"**).

7.4 Execute and deliver into escrow with the Title Company a bill of sale transferring to Buyer all of the fixtures and other personalty comprising part of the Lot Line Adjustment Parcel (in the form annexed hereto as Exhibit "E"), which bill of sale shall be delivered to Buyer on August 1, 2024.

7.5 Deliver to Buyer a certificate of Seller, dated the Closing Date, certifying that all of the representations and warranties of Seller contained in this Agreement are true and correct as of the date thereof.

7.6 Deliver to Buyer a customary FIRPTA certificate confirming that Seller is a non-foreign Seller within the meaning of Sections 897 and 1445 of the Internal Revenue Code of 1954, as amended, and any rules, regulations and orders promulgated thereunder.

7.7 If requested by Buyer, cooperate concerning Buyer's 1031 exchange as provided in Section 22 hereof.

8. Buyer's Obligations at Closing.

At Closing, Buyer will perform the following:

8.1 Deliver to Seller a certificate of Buyer, dated the Closing Date, certifying that all of the representations and warranties of Buyer contained in this Agreement are true and correct as of the date thereof.

8.2 Deliver to the Title Company (for the benefit of Seller) an amount of money sufficient to fund the balance of the Purchase Price.

9. Escrow and Title Charges; Costs of Recording.

Buyer and Seller will split equally the Title Company's escrow charges, and Seller will pay for recording all deeds. Subject to Buyer's payment of the Purchase Price as to the Security Bank Lease, Seller will pay to record any releases of any encumbrances affecting the Property which are to be released at or before Closing. Buyer will pay the cost of recording any financing documents in the event that it finances the purchase of the Property, and Buyer will pay any Kansas mortgage recording tax payable in connection with such financing.

10. Tax Prorations; Transfer Taxes.

10.1 All ad valorem and similar taxes and assessments relating to the Property shall be paid by Buyer.

10.2 Seller will pay any and all transfer taxes and, except as otherwise specifically set forth herein, all other taxes, fees, charges and expenses incurred or payable with respect to the transfer of the Property to Buyer.

11. Deposit and Default.

11.1 Deposit.

The Deposit shall be held in escrow by the Title Company until the earlier of:

11.1.1 The first to occur of (a) the delivery of the City Property Deed and the Lot Line Adjustment Parcel Deed hereunder to Buyer together with all other instruments and other items to be delivered by Seller to Buyer, or (b) default by Buyer hereunder without fault of Seller; or

11.1.2 The first to occur of (a) default by Seller hereunder without fault of Buyer, or (b) the inability of Seller to convey title to the Property to Buyer in accordance with the terms of this Agreement.

11.1.3 The Title Company shall promptly remit the Deposit (together with any interest earned thereon) to Seller upon the occurrence of an event specified in Section 11.1.1 (a) or (b) above, or to Buyer (together with any

interest earned thereon) upon the occurrence of an event specified in Section 11.1.2 **(a)** or **(b)** above. The Title Company, by executing this Agreement, agrees to keep the Deposit invested in an interest-bearing account (or a non-interest bearing account, if so requested by Seller), and to hold and apply the Deposit, together with all accrued interest thereon, as provided in this Agreement. In the event that there shall be any dispute with respect to the disposition of the Deposit, the Title Company shall file an interpleader action in the Johnson County, Kansas District Court, and in such event, shall transfer the Deposit, and all accrued interest thereon, with such court pending a determination by such court of the proper disposition thereof. Upon the filing of such action and the making of such deposit (and having first disclaimed any interest in the Deposit), the Title Company shall be relieved of any and all further liability hereunder.

11.2 Default.

If Buyer shall default under the terms of this Agreement, then the Deposit shall be deemed to be forfeited to Seller and Seller shall have the right to retain the Deposit and all accrued interest thereon as liquidated damages (Seller's actual damages being difficult or impossible to determine) and terminate this Agreement. If Seller shall default under the terms of this Agreement, Buyer shall elect either to waive such default and close hereunder, or to receive the Deposit and any interest accrued thereon (in which event this Agreement shall be deemed to be terminated) or to obtain specific enforcement of this Agreement.

12. Brokers.

At Closing, Buyer shall pay to Karbank Real Estate Company LLC, a Missouri limited liability company ("KREC"), representing Buyer, a real estate brokerage commission, in connection with the sale of the Property to Buyer, pursuant to a separate agreement between Buyer and KREC. Buyer represents and warrants to Seller that except for KREC, there are no brokers or other parties which may be entitled to any brokerage or sales commissions or finder's fees in connection with representing Buyer on the purchase of the Property from Seller. Seller represents and warrants to Buyer that there are no brokers or other parties which may be entitled to any brokerage or sales commissions or finder's fees in connection with representing Seller on the sale of the Property by Seller to Buyer. Each party hereto agrees to indemnify, defend and hold the other party hereto harmless from any and all costs, expenses, liabilities, claims and fees arising out of any such commission or finder's fee claimed through such party.

Buyer discloses that Steven M. Karbank is a principal in Buyer and that he possesses a real estate license issued by the State of Kansas.

13. Further Assurances; Mutual Indemnities.

13.1 In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver at Closing or after Closing any and all such further acts, deeds and assurances as may be reasonably required to consummate the transactions contemplated hereby. Except as provided in Section 13.2 hereof, Seller's representations, warranties, covenants and agreements contained herein shall survive Closing for one year.

13.2 Seller hereby releases and agrees to indemnify, defend and hold Buyer harmless from, of and against any claims, demands, obligations, actions, causes of action, liabilities, damages, costs or expenses based upon or arising from or in connection with the Property prior to the Closing Date, and Buyer hereby releases and agrees to indemnify, defend and hold Seller harmless from, of and against any claims, demands, obligations, actions, causes of action, liabilities, damages, costs or expenses based upon or arising from or in connection with the Property from and after the Closing Date.

14. Successors and Assigns.

This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

15. Number and Gender.

Whenever the singular number is used, and when required by context, the same includes the plural, and the masculine gender includes the feminine and neuter genders, and vice versa, and the word "person" includes corporation, firm, association or other entity.

16. Notices.

All notices, demands and requests which may be given or which are required to be given by either party shall be in writing and shall be either hand-delivered or sent either by United States Mail, certified return receipt requested, postage prepaid, or any nationally reputable overnight delivery service, prepaid, addressed to the parties at their addresses set forth above. Notices, demands

and requests made by Buyer or Seller in the manner so prescribed shall be deemed given for all purposes hereunder at the time such notice, demand or request is delivered or when delivery is rejected by the recipient. Copies of notices to Buyer shall be contemporaneously delivered to Karbank Real Estate Company LLC, Suite 400, 2000 Shawnee Mission Parkway, Attention: Neil D. Karbank, Esquire (and emailed to nk@karbank.com and af@karbank.com). Copies of notices to Seller shall be contemporaneously delivered to rdenk@mvplaw.com and Leslie.herring@westwoodks.org .

17. Counterparts; Facsimile Execution And Delivery.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and together such counterparts shall constitute but one and the same instrument. This Agreement may be executed and delivered by the electronic transmission of facsimile signatures, each of which shall be deemed to be an original.

18. Governing Law; Choice of Forum; Attorneys' Fees.

This Agreement shall be governed by and construed in accordance with the local law of the State of Kansas, and any suit to enforce any rights hereunder, or for the interpretation of any of the provisions of this Agreement, or for damages or any other relief arising from or in connection with this Agreement, shall be filed in and only in the Johnson County, Kansas District Court, and Buyer and Seller each hereby consent to the jurisdiction of such court over each of them and over the subject matter hereof, Buyer and Seller agree that no action shall be filed in or removed to the United States District Court.

19. Entire Agreement; Severability; Time of Essence.

This Agreement embodies the entire Agreement between the parties relative to the subject matter hereof and there are no oral or other agreements existing between the parties relative to the subject matter hereof which are not expressly set forth herein and covered hereby. This Agreement may be amended only by an instrument in writing signed by all parties hereto. The invalidity or unenforceability of any term or provision of this Agreement or the non-application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect. Time is of the essence of this Agreement.

20. Captions.

The captions in this Agreement and in the exhibits hereto are for convenience only and shall not be construed to be part of or affect the construction or interpretation of any provision of this Agreement or such exhibits.

21. Assignment.

Buyer may assign its rights and delegate its duties under this Agreement to any other person or entity owned by or under common control with Buyer.

22. 1031 Exchange.

Either Buyer or Seller shall have the right at Closing to elect to use the Property as a Replacement Property or Relinquished Property (as the context may require) pursuant to Section 1031 of the Internal Revenue Code of 1986 and regulations thereunder, as the same may be amended from time to time (collectively, "Section 1031"; capitalized terms contained in this Section 22 not defined in this Agreement shall have the meanings ascribed to them in Section 1031). In such event, the other party shall cooperate in such exchange by executing such instruments as may reasonably be required to effect such exchange. It is understood that the party requesting such exchange shall utilize the services of a Qualified Intermediary and/or a Qualified Exchange Trust, and that the other party shall incur no additional liability in connection with such exchange or incur any more than nominal expense in connection therewith.

23. Waiver.

No waiver by either party to this Agreement at any time of any breach of the other party or of compliance by the other party with any condition or provision of this Agreement to be performed by the other party shall be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time.

24. Recording.

This Agreement shall not be recorded. Buyer and Seller shall execute and record a memorandum of this Agreement concurrently with the execution of this Agreement in the form attached hereto as Exhibit "H".

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed as of the day and year first above written.

KARBANK HOLDINGS LLC

as Buyer

By: _____

a Manager

Date: _____, 2023

Time:

CITY OF WESTWOOD, KANSAS

as Seller

By: _____

David E. Waters, Mayor

ATTEST:

By: _____

Abby Schneweis, City Clerk

APPROVED AS TO FORM:

By: _____

Ryan Denk, City Attorney

Date: _____, 2023

Time:

Table of Exhibits

- Exhibit A: Legal Description of the Land
- Exhibit B: Drawing of the Land
- Exhibit C: Security Bank Lease Documents
- Exhibit D: School District – Westwood Contract
- Exhibit E: Bill of Sale
- Exhibit F: Intentionally omitted.
- Exhibit G: Option Agreement
- Exhibit H: Memorandum of Contract

ESCROW ACCEPTED PURSUANT TO SECTION 11:

First American Title Insurance Company

By: _____

Title: _____

Date: _____, 2023



First American

Commitment for Title Insurance
Kansas - 2021 v. 01.00 (07-01-2021)

Commitment No. NCS-1125130-KCTY

EXHIBIT A

TRACT 1:

LOTS 1, 2 AND 3, BLOCK 1, SWATZELL ADDITION, A SUBDIVISION NOW IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, LESS THAT PART TAKEN FOR PUBLIC ROAD;

TRACT 2:

ALL THAT PART OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 12, RANGE 25 IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 12, RANGE 25; THENCE WEST ALONG THE EAST-WEST CENTER LINES OF SAID SECTION 3; 290.40 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 1, SWATZELL ADDITION; THENCE NORTH ALONG THE EAST LINE OF LOT 4, 75 FEET; THENCE EAST ALONG THE SOUTH LINE OF A PORTION OF BLOCK 1, SWATZELL ADDITION 290.50 FEET TO THE EAST LINE OF SECTION 3; THENCE SOUTH 75 FEET TO THE POINT OF BEGINNING, LESS THE EAST 43 FEET TAKEN FOR PUBLIC ROAD, ALL IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS,

AND ALSO EXCEPT ANY OTHER PART USED OR DEDICATED FOR STREETS, ROADS AND PUBLIC RIGHTS OF WAY.

TRACT 3:

LOTS 13 AND 14, BLOCK 1, KLASSEN PLACE, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS.

TRACT 4:

ALL THAT PART OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION OF LAND IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTHEASTERLY, ALONG THE EASTERLY LINE OF SAID LOT 12, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY, ALONG THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 16.87 FEET; THENCE NORTHWESTERLY, TO THE POINT OF BEGINNING.

TRACT 5:

EAST 286.58 FEET OF THE NORTH ONE-HALF OF LOT EIGHT (8), HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, THE EASTERLY 23 FEET THEREOF BEING SUBJECT TO RIGHTS OF THE STATE HIGHWAY COMMISSION UNDER CONDEMNATION FOR ROAD PURPOSES;

EXCEPT ALL THAT PART OF THE EAST 286.58 FEET OF THE NORTH HALF OF LOT 8, HOLMESLAND, A SUBDIVISION OF LAND IN JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 50186120 (10-5-22)

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FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE AND 286.58 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH, ALONG A LINE 286.58 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 8, A DISTANCE OF 165.39 FEET, TO THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 8; THENCE EAST, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 8, A DISTANCE OF 1.28 FEET, TO THE NORTHEAST CORNER OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION OF LAND IN JOHNSON COUNTY, KANSAS; THENCE NORTHEASTERLY, TO A POINT ON THE NORTH LINE AND 271.28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 15.30 FEET, TO THE POINT OF BEGINNING.

AND FURTHER EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS AND PUBLIC RIGHTS OF WAY.

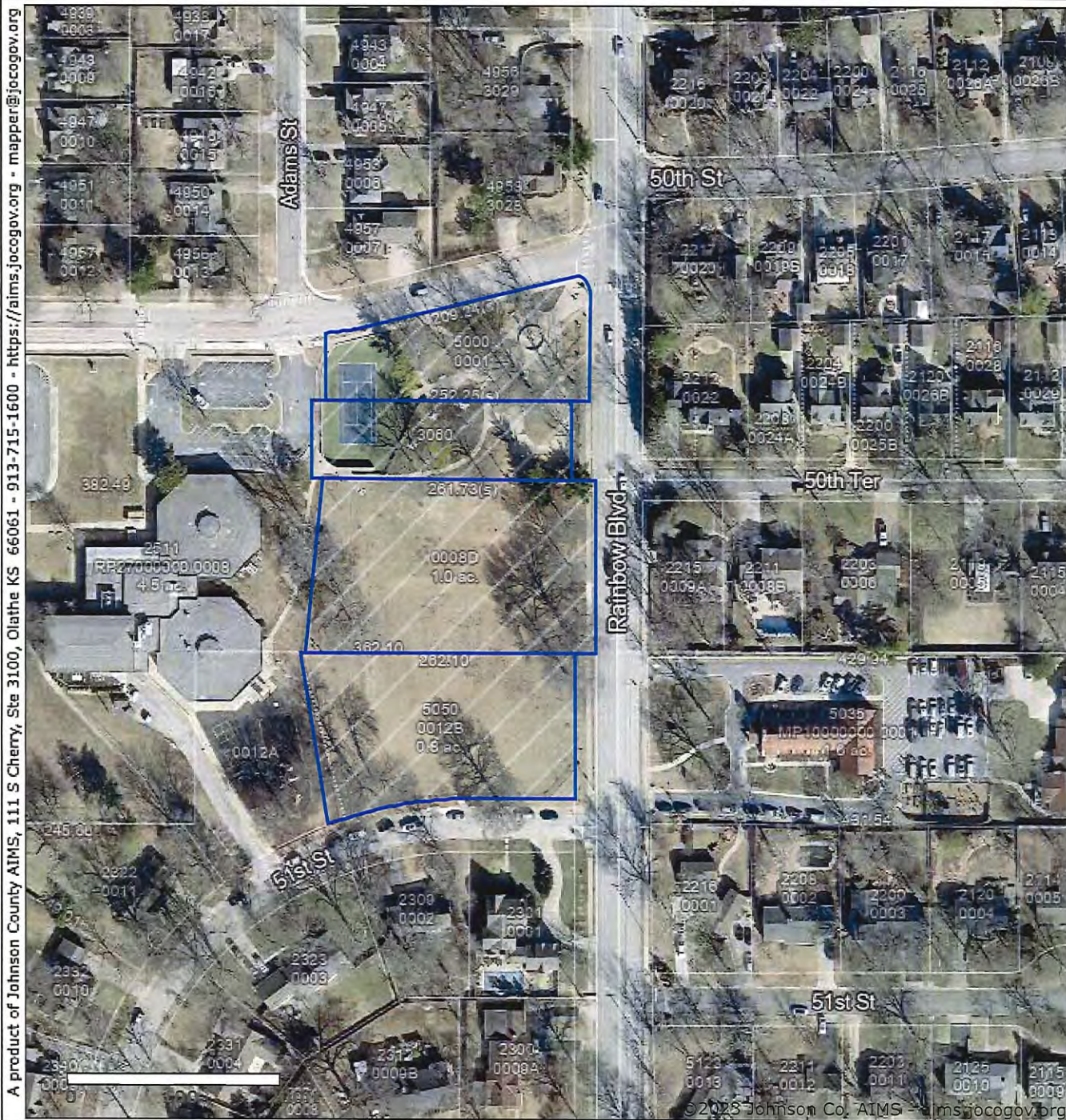
This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 50186120 (10-5-22)



Johnson Co AIMS Map

LEGEND

Property

EXHIBIT "B"

THE "LAND"
(outlined in Blue)



Disclaimer: No person shall sell, give, reproduce, or receive for the purpose of selling or offering for sale, any portion of the data provided herein. Johnson County makes every effort to produce and publish the most current and accurate information possible. Johnson County assumes no liability whatsoever associated with the use or misuse of such data, and disclaims any representation or warranty as to the accuracy and currency of the data.

JOHNSON COUNTY
KANSAS
AIMS GIS & Mapping

TRANSCRIPT OF PROCEEDINGS
RELATING TO
\$425,000
TAXABLE LEASE PURCHASE AGREEMENT
DATED AS OF APRIL 1, 2014,
BETWEEN
SECURITY BANK OF KANSAS CITY, AS LESSOR
AND THE
CITY OF WESTWOOD, KANSAS, AS LESSEE

\$425,000
TAXABLE LEASE PURCHASE AGREEMENT
DATED AS OF APRIL 1, 2014, BETWEEN
SECURITY BANK OF KANSAS CITY, AS LESSOR
AND THE
CITY OF WESTWOOD, KANSAS, AS LESSEE

Closing Date: April 9, 2014

CLOSING LIST

**Document
No.**

- 1. Site Lease, together with Memorandum of Site Lease, with the following schedules attached:
 - Schedule 1: Description of the Land.
 - Schedule 2: Description of the Facility.
- 2. Taxable Lease Purchase Agreement, together with Memorandum of Taxable Lease Purchase Agreement, with the following exhibits and schedule attached:
 - Exhibit A: Rental Payment Schedule.
 - Exhibit B: Other Provisions.
 - Schedule 1: Description of the Land.
- 3. City's Payment Instructions and Acceptance Certificate.
- 4. City's Closing Certificate with the following exhibits attached:
 - A. Excerpt of Minutes of Meeting showing adoption of Ordinance authorizing the Site Lease and Lease Purchase Agreement; Notice of Meeting.
 - B. Ordinance.
- 5. Bank's Closing Certificate.
- 6. Evidence of Insurance.
- 7. Corporation Warranty Deeds.
- 8. Title Insurance:
 - A. Instruction Letter, with Pro Forma Title Policy attached.
 - B. Title Policy.
- 9. Appraisal.
- 10. Phase I Environmental Assessment.
- 11. Opinion of Counsel to the City.
- 12. Recording Memorandum.

#

1

Execution Copy

SITE LEASE

between

**CITY OF WESTWOOD, KANSAS,
as Site Lessor**

and

**SECURITY BANK OF KANSAS CITY,
as Site Lessee**

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Schedule 1 – Description of the Land
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SITE LEASE

SITE LESSOR: CITY OF WESTWOOD, KANSAS, a city of the third class

SITE LESSEE: SECURITY BANK OF KANSAS CITY

DATE: April 1, 2014

THIS SITE LEASE (the "Site Lease"), dated as of the date set forth above, by and between the Site Lessor named above (together with its successors and assigns, "Site Lessor"), and the Site Lessee named above (together with its successors, "Site Lessee"),

WITNESSETH:

WHEREAS, in order to carry out the essential governmental and proprietary functions of Site Lessor, the governing body of Site Lessor deems it necessary to acquire the hereinafter defined Facility; and

WHEREAS, Site Lessor is the owner of the real estate described in **Schedule 1** hereto (the "Land") on which such Facility is located; and

WHEREAS, Site Lessee proposes to lease the Land from Site Lessor and to provide funds in the aggregate amount stated in the hereinafter defined Lease to acquire the facility located on the Land and any related improvements, fixtures, equipment, furnishings and related support facilities to meet the aforesaid requirements as described on **Schedule 2** hereto (the "Facility"), and has offered to lease the Land and Facility (together, the "Project") to Site Lessor pursuant to a Taxable Lease Purchase Agreement dated as of the date hereof (as amended or supplemented from time to time, the "Lease") by and between Site Lessee, as lessor, and Site Lessor, as lessee; and

WHEREAS, Site Lessor desires to lease the Land to Site Lessee for the rentals and upon the terms and conditions herein set forth and to lease the Project from Site Lessee upon the terms and conditions set forth in the Lease;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Site Lessor and Site Lessee do hereby covenant and agree as follows:

Section 1. Representations by Site Lessor. Site Lessor represents, warrants and covenants as follows:

(a) Site Lessor is a body politic and corporate established and existing under and pursuant to the laws of the State of Kansas (the "State");

(b) The lease of the Land to Site Lessee and the lease of the Project by Site Lessee to Site Lessor, as provided in the Lease, is necessary, desirable and in the public interest, and Site Lessor hereby declares its current need for the Project;

(c) Site Lessor, pursuant to proper action duly taken by its governing body, has full power and authority to enter into this Site Lease and the Lease and the transactions contemplated by this Site Lease and the Lease and to carry out its obligations hereunder and thereunder, has been

duly authorized to execute and deliver this Site Lease and the Lease and by proper action has duly authorized the execution and delivery of this Site Lease and the Lease;

(d) Neither the execution and delivery of this Site Lease or the Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Site Lessor is now a party or by which Site Lessor is bound;

(e) Site Lessor has good and marketable fee title to the Land;

(f) The Land is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the use of the Facility by Site Lessor, as contemplated by the Lease;

(g) All taxes, assessments or impositions of any kind with respect to the Land, except current taxes, have been paid in full;

(h) The Land is properly zoned for the purpose of the Facility; and

(i) Site Lessor has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Site Lessor's interests in any property now or hereafter included in the Project will be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Site Lease and the Lease.

Section 2. Lease. Site Lessor hereby leases to Site Lessee, and Site Lessee hereby rents and leases from Site Lessor, the Land on the terms and conditions hereinafter set forth.

Section 3. Term. The term of this Site Lease will commence as of the date of the delivery hereof, and will end on the twentieth anniversary of such date, unless such term is sooner terminated as hereinafter provided.

Section 4. Rental. As and for rental hereunder and in consideration for the leasing of the Land to Site Lessee, Site Lessee will:

(a) Simultaneously with the delivery of this Site Lease, enter into the Lease; and

(b) Deposit the amount set forth in **Schedule 2** with Stewart Title Guarantee Company pursuant to instructions provided by Site Lessor.

Section 5. Assignments and Subleases. Site Lessee may assign its rights under this Site Lease or sublet the Project without the consent of Site Lessor (i) in connection with any assignment of its rights under the Lease, (ii) if the Lease is terminated for any reason or (iii) if an "event of default" as defined in the Lease has occurred.

Section 6. Termination. This Site Lease will terminate upon the completion of the term set forth in **Section 3**; provided, however, in the event Site Lessor makes payment of the purchase price or makes all of the rental payments provided for in **Article IV** of the Lease and exercises its option to purchase Site Lessee's interest in the Project pursuant to **Article X** of the Lease, then this Site Lease will be

considered assigned to Site Lessor and terminated through merger of the leasehold interest with the fee interest if Site Lessor is the owner of the fee interest.

If an “event of default” under the Lease occurs or if Site Lessor terminates the Lease pursuant to **Section 3.2** of the Lease, Site Lessee will have the right to possession of the Project for the remainder of the term of this Site Lease and will have the right to sublease the Project or sell its interest in the Project and this Site Lease upon whatever terms and conditions it deems prudent; provided, however, that Site Lessee will provide Site Lessor with adequate public liability insurance covering the premises for the remainder of the term and will furnish Site Lessor with evidence thereof.

Section 7. Default. Site Lessor will not have the right to exclude Site Lessee from the Project or take possession of the Project (other than pursuant to the Lease) or to terminate this Site Lease prior to the expiration of its term upon any default by Site Lessee hereunder, except that if, upon the exercise of the option to purchase Site Lessee’s interest in the Project granted to Site Lessor in **Article X** of the Lease and after the payment of the purchase price specified therein and other sums payable under the Lease, Site Lessee fails to convey its interest in the Project to Site Lessor pursuant to said option, then Site Lessor will have the right to terminate this Site Lease, such termination to be effective thirty (30) days after delivery of written notice of such termination to Site Lessee. In the event of any default by Site Lessee hereunder, however, Site Lessor may maintain an action for damages or, if permitted in equity, for specific performance.

Section 8. Quiet Enjoyment. At all times during the term of this Site Lease, Site Lessee will peaceably and quietly have, hold and enjoy all of the Project, subject to the rights of Site Lessor under the Lease.

Section 9. No Merger. No union of the interests of Site Lessor and Site Lessee herein will result in a merger of this Site Lease and the title to the Land, except as described in **Section 6**.

Section 10. Taxes and Assessments. Site Lessor covenants and agrees to pay any and all assessments of any kind or character and all taxes levied or assessed upon the Land.

Section 11. Warranty and Indemnity Regarding Environmental Matters. Site Lessor hereby warrants and represents that to its knowledge (i) there has not been any “release” (as defined in 42 U.S.C. § 9601(22)) or threat of a “release” of any “hazardous substances” (as defined in 42 U.S.C. § 9601(14)) on or about any of the Project, (ii) no part of the Project is or may be a “facility” (within the meaning of 42 U.S.C. § 9607(a)), and (iii) the Project and the use thereof are in compliance with all applicable laws, statutes, ordinances, rules and regulations of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, both as amended, and all other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules and regulations.

Site Lessor agrees to provide Site Lessee with copies of any notifications of releases of oil or hazardous materials or substances or of any environmental hazards or potential hazards which are given by or on behalf of Site Lessor to any federal, state or local agencies or authorities or which are received by Site Lessor from any federal, state or local agencies or authorities with respect to the Project. Such copies will be sent to Site Lessee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are received by Site Lessor.

Site Lessor agrees to provide Site Lessee with copies of all emergency and hazardous chemical inventory forms (hereinafter "Notices") with respect to the Project previously given, as of the date hereof, to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. Section 1101 *et seq.*, and to provide Site Lessee with copies of all such Notices subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986. Such copies of subsequent Notices will be sent to Site Lessee concurrently with their being mailed to any such governmental authority or agency.

Site Lessor hereby covenants and agrees, to the extent permitted by law, to indemnify, protect and hold harmless Site Lessee from and against any and all claims, demands, liabilities and costs, including without limitation attorneys' fees, arising from (a) any "release" (as defined above) or threat of a "release," actual or alleged, of any "hazardous substances" (as defined above) upon or about the Project or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Project regardless of whether such release or threat of a release or alleged release or threat of release has occurred prior to the date hereof and hereafter occurs and regardless of whether such release or threat of a release or alleged release or threat of a release occurs as the result of the negligence or misconduct of Site Lessor or any third party or otherwise, or (b) any violation, actual or alleged, of or any other liability under or in connection with any law, statute, ordinance, rule or regulation of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act, both as amended, or any other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules or regulations upon or about the Project or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Project, regardless of whether such violation or alleged violation has occurred prior to the date hereof or hereafter occurs and regardless of whether such violation or alleged violation occurs as a result of the negligence or misconduct of Site Lessor or any third party or otherwise. Notwithstanding the foregoing, Site Lessor will not be obligated to indemnify and hold harmless Site Lessee from and against any claims, demands, liabilities and costs, including without limitation attorneys' fees, which arise solely as a result of the negligence or misconduct of Site Lessee.

Section 12. Waiver of Personal Liability. All liabilities under this Site Lease on the part of Site Lessee are solely corporate liabilities of Site Lessee as a corporation, and, to the extent permitted by law, Site Lessor hereby releases each and every elected official, officer and employee of Site Lessee of and from any personal or individual liability under this Site Lease. No elected official, officer or employee of Site Lessee will at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by Site Lessee hereunder.

Section 13. Eminent Domain.

(a) In the event the whole or any part of the Project is taken by eminent domain proceedings, the interest of Site Lessee will be recognized. The proceeds of said condemnation will be applied as provided in **Article XI** of the Lease. Under State statutes, Site Lessor has the power to condemn property for its purposes, and Site Lessor acknowledges that if Site Lessor condemned the Project, such action could adversely affect the continuation of this Site Lease. Site Lessor further acknowledges that condemnation of the Project would adversely affect Site Lessee and that without Site Lessee's interest in the Project, Site Lessee might not lease the Project to Site Lessor pursuant to the Lease.

Site Lessor and Site Lessee have reached agreement on the terms of the acquisition of the Project, at Site Lessor's option, and to the use of the Project, all as set forth in the Lease. Any acquisition of Site Lessee's interest in the Project or rights to its use by Site Lessor (whether pursuant to the exercise of eminent domain powers or otherwise) will be pursuant to and in accordance with the Lease, including payment of Rental Payments and the applicable Purchase Price (as defined and set forth in the Lease). If Site Lessor allows the Lease to expire without exercising its option to purchase (whether by failure to exercise its option to extend the Lease for a Renewal Term, failure to exercise its option to purchase at the conclusion of the Maximum Lease Term or failure to cure an Event of Default, as those terms are defined in the Lease), that action will constitute an irrevocable determination by Site Lessor that the Project is not required by it for any public purpose for the term of this Site Lease.

Site Lessor hereby covenants and agrees, to the extent it may lawfully do so, that if for any reason it exercises the power of eminent domain with respect to the Project, the appraisal value of the Project will not be less than the Rental Payments then due plus the then applicable Purchase Price as defined and set forth in the Lease.

(b) In the event that title to all or a portion of the Land is challenged or threatened by means of competent legal or equitable action, Site Lessor covenants that it will cooperate with Site Lessee and will take all reasonable actions, including where appropriate the lawful exercise of Site Lessor's power of eminent domain, in order to quiet title to the Land in Site Lessor.

Section 14. Leaseback to Site Lessor; Term; Rental. Contemporaneously herewith Site Lessee and Site Lessor will execute the Lease whereby Site Lessee subleases back to Site Lessor and Site Lessor subleases from Site Lessee the Land, and Site Lessee leases to Site Lessor and Site Lessor leases from Site Lessee the Facility in accordance therewith. Title to the Land will remain in Site Lessor at all times. The Lease includes in **Article X** thereof the option of Site Lessor, upon payment of the purchase price, to purchase Site Lessee's interest in the Project.

Section 15. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site Lease will to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease will be affected thereby, and each provision of this Site Lease will be valid and enforceable to the fullest extent permitted by law.

Section 16. Notices. All written notices to be given under this Site Lease will be given by mail to the party entitled thereto at its address set forth in the Lease, or at such address as the party may provide to the other party in writing from time to time. Any such notice will be deemed to have been received 48 hours after deposit in the United States mail in registered form, with postage fully prepaid.

Section 17. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 18. Amendments, Changes and Modifications. This Site Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of both Site Lessee and Site Lessor. Any waiver of any provision of this Site Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from in action, course of dealing or otherwise.

Section 19. Applicable Law. This Site Lease will be governed by and construed in accordance with the laws of the State.

Section 20. Execution; Electronic Transactions. This Site Lease may be executed in any number of counterparts, each of which will be deemed to be an original but all together will constitute but one and the same Site Lease. It is also agreed that separate counterparts of this Site Lease may be executed by Site Lessee and Site Lessor all with the same force and effect as though the same counterpart had been executed by both Site Lessee and Site Lessor. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 21. Successors. This Site Lease will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 22. Complete Agreement. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

[Remainder of Page Intentionally Left Blank.]


IN WITNESS WHEREOF, Site Lessor and Site Lessee have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF WESTWOOD, KANSAS

[SEAL]

By: 
Name: John M. Yé
Title: Mayor

ATTEST:


Name: Frederick L. Sherman
Title: City Clerk

SECURITY BANK OF KANSAS CITY

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Site Lessor and Site Lessee have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF WESTWOOD, KANSAS

[SEAL]

By: _____

Name: John M. Yé

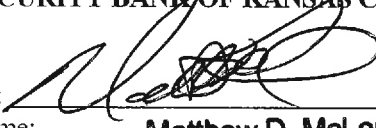
Title: Mayor

ATTEST:

Name: Frederick L. Sherman

Title: City Clerk

SECURITY BANK OF KANSAS CITY

By:  _____

Name: **Matthew D. McLaughlin**

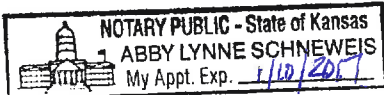
Title: **Senior Vice President**

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On this 8th day of April, 2014, before me, the undersigned, a Notary Public, appeared John M. Yé, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF WESTWOOD, KANSAS**, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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



(SEAL)

[Signature]
Printed Name: Abby Lynne Schneweis
Notary Public in and for said State
Commissioned in Dixon County

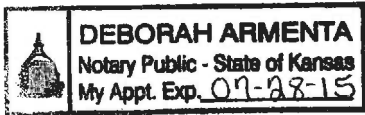
My commission expires: January 10, 2017

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

On this ____ day of April, 2014, before me, the undersigned, a Notary Public, appeared ~~Matthew D McLaughlin~~ Senior Vice President, who being before me duly sworn did say that he is a ~~Senior Vice President~~ of SECURITY BANK OF KANSAS CITY, a national banking association organized and existing under the laws of the United States of America, and that said instrument was signed and sealed on behalf of said association by authority of its board of directors, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said association.

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



Deborah Armenta
Printed Name: DEBORAH ARMENTA
Notary Public in and for said State
Commissioned in Wyandotte County

My commission expires: 07-28-15

SCHEDULE 1 TO SITE LEASE

DESCRIPTION OF THE LAND

Tract I:

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas.

Tract II:

All that part of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas described as follows: Beginning at the Northeast corner of said Lot 12; thence Southeasterly, along the Easterly line of said Lot 12, to the Southeast corner thereof; thence Southwesterly, along the Southerly line of said Lot 12, a distance of 16.87 feet; thence Northwesterly, to the Point of Beginning.

Tract III:

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes;

EXCEPT All that part of the East 286.58 feet of the North half of Lot 8, HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.

SCHEDULE 2 TO SITE LEASE

DESCRIPTION OF THE FACILITY

The Facility consists of a 79,665 square-foot building with unfinished basement area formerly used as a church and assembly/meeting place located on 1.83 acres at 5050 Rainbow Boulevard, Westwood, Kansas 66205, together with any related improvements, fixtures, equipment, furnishings and related support facilities.

Deposit to Stewart Title Guaranty Company: \$425,000.

20140410-0002904		
Electronic Recording	F: \$28.00	04/10/2014
Pages: 6		01:05:16 PM
Register of Deeds		T20140017352
JO CO KS	BK:201404	PG:002904

(Space above reserved for Recorder of Deeds certification)

PCT 01109-12974

Title of Document: Memorandum of Site Lease

Date of Document: April 01, 2014

Grantor(s): City of Westwood, Kansas

Grantee(s): Security Bank of Kansas City

Grantee(s) Mailing Address: 701 Minnesota Avenue, Suite 206, Kansas City, KS 66101

Legal Description:

Tract I:

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas.

Tract II:

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EXCEPT All that part of the East 286.58 feet of the North half of Lot 8, HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.

Reference Book and Page(s):

(Space above reserved for Recorder of Deeds certification)

PCT 01109-12974

Title of Document: Memorandum of Site Lease

Date of Document: April 01, 2014

Grantor(s): City of Westwood, Kansas

Grantee(s): Security Bank of Kansas City

Grantee(s) Mailing Address: 701 Minnesota Avenue, Suite 206, Kansas City, KS 66101

Legal Description:

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Tract III:

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes;

EXCEPT All that part of the East 286.58 feet of the North half of Lot 8, HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.

Reference Book and Page(s):

MEMORANDUM OF SITE LEASE

THIS MEMORANDUM OF SITE LEASE, made and entered into as of April 1, 2014, by and between the **CITY OF WESTWOOD, KANSAS**, a city of the third class organized and existing under the laws of the State of Kansas (the "City"), and **SECURITY BANK OF KANSAS CITY**, a national banking association (the "Bank"),

WITNESSETH:


The City has leased to the Bank and the Bank has leased from the City the property described in **Schedule 1** for a basic term commencing as of April 9, 2014, and terminating on April 9, 2034, upon the terms and conditions set forth in the Site Lease dated as of April 1, 2014 (the "Site Lease"), between the City and the Bank.

The covenants, agreements and conditions contained in the Site Lease shall run with the property leased and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Site Lease the day and year first above written.

CITY OF WESTWOOD, KANSAS

[SEAL]

By: 
Name: John M. Ye
Title: Mayor

ATTEST:


Name: Frederick L. Sherman

SECURITY BANK OF KANSAS CITY

By: _____
Name: _____
Title: _____

MEMORANDUM OF SITE LEASE

THIS MEMORANDUM OF SITE LEASE, made and entered into as of April 1, 2014, by and between the **CITY OF WESTWOOD, KANSAS**, a city of the third class organized and existing under the laws of the State of Kansas (the "City"), and **SECURITY BANK OF KANSAS CITY**, a national banking association (the "Bank"),

WITNESSETH:

The City has leased to the Bank and the Bank has leased from the City the property described in **Schedule 1** for a basic term commencing as of April 9, 2014, and terminating on April 9, 2034, upon the terms and conditions set forth in the Site Lease dated as of April 1, 2014 (the "Site Lease"), between the City and the Bank.

The covenants, agreements and conditions contained in the Site Lease shall run with the property leased and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Site Lease the day and year first above written.

CITY OF WESTWOOD, KANSAS

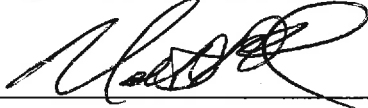
[SEAL]

By: _____
Name: John M. Yé
Title: Mayor

ATTEST:

Name: Frederick L. Sherman

SECURITY BANK OF KANSAS CITY

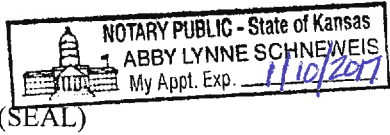
By: 
Name: **Matthew D. McLaughlin**
Title: **Senior Vice President**

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On this 8th day of April, 2014, before me, the undersigned, a Notary Public, appeared John M. Yé, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF WESTWOOD, KANSAS**, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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



Abby Lynne Schneweis
Printed Name: Abby Lynne Schneweis
Notary Public in and for said State
Commissioned in Johnson County
Johnson
*Abby Lynne Schneweis

My commission expires: January 10, 2017

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

On this 7th day of April, 2014, before me, the undersigned, a Notary Public, appeared Matthew D. McLaughlin, who being before me duly sworn did say that he is a Senior Vice President of SECURITY BANK OF KANSAS CITY, a national banking association organized and existing under the laws of the United States of America, and that said instrument was signed on behalf of said association by authority of its board of directors, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said association.

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



Deborah Armenta
Printed Name: DEBORAH ARMENTA
Notary Public in and for said State
Commissioned in Wyandotte County

My commission expires: 07-28-15

SCHEDULE 1

DESCRIPTION OF THE LAND

Tract I:

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas.

Tract II:

All that part of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas described as follows: Beginning at the Northeast corner of said Lot 12; thence Southeasterly, along the Easterly line of said Lot 12, to the Southeast corner thereof; thence Southwesterly, along the Southerly line of said Lot 12, a distance of 16.87 feet; thence Northwesterly, to the Point of Beginning.

Tract III:

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes;

EXCEPT All that part of the East 286.58 feet of the North half of Lot 8, HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.

2

Execution Copy

TAXABLE LEASE PURCHASE AGREEMENT

between

**SECURITY BANK OF KANSAS CITY,
as Lessor**

and

**CITY OF WESTWOOD, KANSAS,
as Lessee**

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TAXABLE LEASE PURCHASE AGREEMENT

LESSOR: SECURITY BANK OF KANSAS CITY

LESSEE: CITY OF WESTWOOD, KANSAS, a city of the third class

DATE: April 1, 2014

THIS TAXABLE LEASE PURCHASE AGREEMENT, dated as of the date set forth above, by and between the Lessor named above (together with its successors and assigns, "Lessor"), and the Lessee named above (together with its successors, "Lessee"),

WITNESSETH:

WHEREAS, Lessor proposes to take the following actions:

- (a) Lease from Lessee, the real property described in **Schedule 1** (the "Land");
- (b) Provide funds in the aggregate amount of the principal portions of Rental Payments listed on **Exhibit A** to pay costs of acquiring the facility and any related improvements, fixtures, equipment and furnishings and support facilities as described on **Exhibit B** (the "Facility"), all of which Facility will be located on the Land; and
- (c) Lease its interest in the Land and the Facility (together, the "Project") to Lessee for the rentals and upon the terms and conditions hereinafter set forth; and

WHEREAS, Lessee, pursuant to the foregoing proposals of Lessor, desires to lease the Project from Lessor, for the rentals and upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined herein, the following words and terms as used in the Site Lease and this Lease will have the following meanings, unless some other meaning is plainly intended:

"Additional Rent" means those payments required to be made by Lessee by **Section 4.2**.

"Commencement Date" is the date when the term of this Lease and Lessee's obligation to pay rent commences, which date will be the date on which funds to pay the Costs of the Facility are disbursed in accordance with Lessee's executed payment instructions and acceptance certificate.

“**Cost**” or “**Costs**” means all reasonable or necessary expenses incidental to the acquisition of the Facility, including the expenses of studies, surveys, land title and title policies, architectural and engineering services, legal and other special services and all other necessary and incidental expenses.

“**Counsel**” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either Lessee or Lessor.

“**Event of Default**” or “**Default**” means any Event of Default as defined in **Section 12.1**.

“**Facility**” means the facility located on the Land, including any improvements, fixtures, equipment, furnishings and support facilities constituting a part of the Project, as further described on **Exhibit B** and referred to in **Article V**.

“**Fiscal Year**” means the fiscal year of Lessee for financial and budgetary purposes as set forth on **Exhibit B**.

“**Impositions**” means those Impositions defined as such in **Article VI**.

“**Issuance Year**” is the calendar year in which the Commencement Date occurs.

“**Land**” means the real property described in **Schedule 1** to this Lease.

“**Lease**” means this Taxable Lease Purchase Agreement between Lessor and Lessee, as from time to time supplemented and amended in accordance with **Article XIII**.

“**Lease Term**” means the Original Term and any Renewal Terms.

“**Lessee Representative**” means the person or persons at the time designated to act on behalf of Lessee in matters relating to the Site Lease and this Lease as evidenced by a written certificate furnished to Lessor containing the specimen signature of such person or persons and signed on behalf of Lessee by its presiding official. Such certificate may designate an alternate or alternates each of whom will be entitled to perform all duties of Lessee Representative.

“**Lessor Representative**” means the person or persons at the time designated to act on behalf of Lessor in matters relating to the Site Lease and this Lease as evidenced by a written certificate furnished to Lessee containing the specimen signature of such person or persons and signed on behalf of Lessor by its authorized officer. Such certificate may designate an alternate or alternates, each of whom will be entitled to perform all duties of the Lessor Representative.

“**Maximum Lease Term**” means the Original Term and all Renewal Terms through the final Rental Payment Date listed on **Exhibit A**.

“**Net Proceeds**” when used with respect to any insurance proceeds or any condemnation award or amounts received from the sale of property under the threat of condemnation, means the amount remaining after deducting all expenses (including attorneys’ fees and any expenses of Lessee and Lessor) incurred in the collection of such proceeds or award from the gross proceeds thereof.

“**Original Term**” means the initial term of this Lease beginning as of the Commencement Date and ending on the last day of Lessee’s current Fiscal Year.

“Project” means the project referred to in the recitals of this Lease, including Lessor’s interest in the Land and the Facility.

“Project Documents” means the Site Lease, this Lease and any other agreements, documents or certificates related to the foregoing or the Project.

“Purchase Price” means the amount designated as such on **Exhibit A** that Lessee may, in its discretion, pay to Lessor to purchase the Project.

“Renewal Terms” means the renewal terms of this Lease during which the Lease Term is extended in accordance with **Section 3.2**, each having a duration of one year and a term coextensive with Lessee’s Fiscal Year except as otherwise provided in said **Section 3.2**.

“Rental Payment Dates” means the dates during the Lease Term on which Rental Payments are due as set forth on **Exhibit A**.

“Rental Payments” means those payments required to be made by Lessee by **Section 4.1**.

“Site Lease” means the Site Lease, dated as of the date hereof, between Lessor and Lessee, as from time to time supplemented or amended in accordance with **Section 18** of the Site Lease.

“State” means the State as defined in the Site Lease.

Section 1.2. Rules of Construction. Words of the masculine gender will be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, the words importing the singular number will include the plural and vice versa, and words importing person will include firms, associations and corporations, including public bodies, as well as natural persons.

The words “herein,” “hereby,” “hereunder,” “hereof,” “hereto,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Lease and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article, a particular section, a particular exhibit or a particular schedule will be construed to be a reference to the specified article, section, exhibit or schedule hereof or hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Section and Article Headings. The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 1.4. Execution of Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which will be deemed to be an original, and all of which together will constitute but one and the same instrument.

Section 1.5. Construction and Enforcement. This Lease will be construed and enforced in accordance with the laws of the State. Wherever in this Lease it is provided that either party will make any payment or perform or refrain from performing any act or obligation, each such provision will, even though

not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 1.6. Severability. In the event any provision hereof will be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof will not be affected thereby.

Section 1.7. Complete Agreement. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

Section 1.8. Accounting Terms. Accounting terms used herein and not otherwise specifically defined will have the meaning ascribed to such terms by generally accepted accounting principles as from time to time in effect.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by Lessee. Lessee represents, warrants and covenants as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into each of the Project Documents and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) The lease of the Project by Lessor to Lessee, as provided in this Lease, is necessary, desirable and in the public interest, and Lessee hereby declares its current need for the Project.

(c) Lessee has duly authorized the execution and delivery of each of the Project Documents by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of each of the Project Documents.

(d) Neither the execution and delivery of any Project Document, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessee is a party or by which Lessee is bound.

(e) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the authorization or the power or authority of Lessee to enter into any Project Document or the validity or enforceability of any Project Document or which, if adversely determined, would adversely affect the transactions contemplated by any Project Document or the interest of Lessor or its assigns under any Project Document.

(f) Lessee has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Lessee's interests in any property now or hereafter included in the Project will be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by the Site Lease and this Lease.

(g) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(h) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current Fiscal Year to make the Rental Payments scheduled to come due during the Original Term, and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(i) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(j) Lessee has complied, or will comply, with such public bidding requirements as may be applicable to any of the Project Documents and the acquisition by Lessee of the Facility.

(k) During the Lease Term, the Project will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

(l) The capital cost that would be required to purchase the Project if paid for by cash would be \$425,000.

(m) The annual average effective interest cost of this Lease is 3.95% per annum as set forth on **Exhibit A**.

(n) No amount is included in Rental Payments (assuming continuation of this Lease through the Maximum Lease Term) for service, maintenance, insurance and other charges exclusive of capital cost and interest.

ARTICLE III

GRANTING PROVISIONS; TERM

Section 3.1. Granting of Leasehold. Lessor, by these presents, hereby rents, leases and lets the Project unto Lessee, and Lessee hereby rents, leases and hires the Project from Lessor for the Rentals and subject to the terms and conditions hereinafter set forth.

Section 3.2. Lease Term. The Original Term will commence as of the Commencement Date and will terminate on the last day of Lessee's current Fiscal Year. The Lease Term may be continued, at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional one year Renewal Term; provided that the final Renewal Term will not extend beyond the final Rental Payment Date set forth on **Exhibit A**. Lessee will be deemed to have exercised its option to continue this Lease for the next Renewal Term unless Lessee has terminated this Lease pursuant to **Section 3.3** or **10.1**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided on **Exhibit A**.

Lessee currently intends, subject to the provisions of **Section 3.3**, to continue this Lease through the Maximum Lease Term and to pay the Rentals hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rentals during the Original Term and each of the Renewal Terms through the Maximum Lease Term can be obtained. The responsible financial officer of Lessee will do all things lawfully within his power to obtain and maintain funds from which the Rentals may be made, including making provision for such Rentals to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to extend this Lease for any Renewal Term is to be made in accordance with Lessee's normal procedures for such decisions, and the then current governing body of Lessee will have the final responsibility for that decision.

Section 3.3. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current Fiscal Year. Should Lessee fail to budget, appropriate or otherwise make available funds sufficient to pay Rental Payments following the then current Original Term or Renewal Term, this Lease will be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the term beyond such Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, Lessee agrees to transfer possession of the Project to Lessor.

Section 3.4. Use of Premises. Lessee will have the right to use the Project for any essential governmental or proprietary purpose of Lessee, subject to the limitations contained in the Project Documents.

ARTICLE IV

PROVISIONS FOR PAYMENT OF RENTALS

Section 4.1. Rentals. Lessee will promptly make Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on each Rental Payment, in such amounts as are described on **Exhibit A**. Lessee will pay Lessor a charge on any Rental Payment not paid on the Rental Payment Date such Rental Payment is due at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from such date. A portion of each Rental Payment is paid as, and represents payment of, interest, as set forth on **Exhibit A**.

Section 4.2. Additional Rent. Lessee will pay, subject to the provisions of **Section 3.3**, as Additional Rent (i) all Impositions (as defined in **Article VI**); (ii) all amounts required under **Section 4.6** or **14.5** and all other payments of whatever nature which Lessee has agreed to pay or assume under this Lease; (iii) all expenses, including attorneys' fees, incurred in connection with the enforcement of any rights under this Lease by Lessor. Amounts required to be paid under this Section will be paid directly to the person or entity owed.

Section 4.3. Rentals and Additional Rent Constitute Current Expense. The obligation of Lessee to pay the Rentals and the Additional Rent and other amounts payable hereunder is subject to the provisions of **Section 3.3**, constitutes a current expense of Lessee and does not constitute a general obligation or indebtedness of Lessee for which Lessee is obligated to levy or pledge any form of taxation or for which Lessee has levied or pledged any form of taxation; such obligation will not be construed to be a debt of Lessee in contravention of any applicable constitutional, charter or statutory limitation or

requirement, but in each Fiscal Year will be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such Fiscal Year, any proceeds of the Project and the Net Proceeds of any insurance or condemnation awards.

Section 4.4. Rentals and Additional Rent Payable Without Abatement or Set-Off; Lessee's Obligations. Subject to the provisions of **Section 3.3**, Lessee covenants and agrees that all payments of Rentals and Additional Rent will be made by Lessee on or before the date the same become due, and Lessee will perform all of its other obligations, covenants and agreements hereunder (including the obligation to pay Rentals and Additional Rent) without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising and irrespective of whether the acquisition or construction of the Facility has been started or completed.

Nothing in this Lease will be construed as a waiver by Lessee of any rights or claims Lessee may have against Lessor under this Lease or otherwise, but any recovery upon such rights and claims will be from Lessor separately, it being the intent of this Lease that Lessee will be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease, including its obligation to pay Rentals and Additional Rent. Lessee may, however, at its own cost and expense and in its own name or in the name of Lessor, prosecute or defend any action or proceeding or take any other action involving third persons which Lessee deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event Lessor hereby agrees to cooperate fully with Lessee and to take all action necessary to effect the substitution of Lessee for Lessor in any such action or proceeding if Lessee so requests.

Section 4.5. Prepayment of Rentals. Lessee may at any time prepay all or any part of the Rentals provided for hereunder.

Section 4.6. Advances. In the event Lessee fails to either maintain the insurance required by this Lease or keep the Project in good repair, Lessor may, but will be under no obligation to, purchase the required insurance and pay the cost of the premiums therefor and maintain and repair the Project and pay the cost thereof. All amounts so advanced by Lessor will constitute Additional Rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced by Lessor until paid at the rate of 10% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE V

ACQUISITION OF THE FACILITY

Section 5.1. Acquisition of the Facility. Lessee has entered, or will enter, into a contract providing for the acquisition of the Facility and has provided a copy of such contract a copy to Lessor.

Section 5.2. Payment for Acquisition of the Facility. Costs and expenses of every nature incurred in the acquisition of the Facility will be paid in accordance with instructions provided by Lessee subject to the terms and conditions set forth herein.

Section 5.3. Reserved.

Section 5.4. Reserved.

Section 5.5. Maintenance of the Facility. Lessor has no obligation to acquire, furnish, equip, install, erect, test, inspect, service or maintain the Project or any portion thereof under any circumstances, but such actions will be the obligation of Lessee. Lessor's sole responsibility in connection with the Facility is to disburse proceeds of the Lease to the payee or payees directed by Lessee in accordance with Lessee's executed payment instructions and acceptance certificate to pay Costs of the Facility and certain costs of issuance related to the execution and delivery of the Lease in accordance with the terms and conditions specified in **Section 4(b)** of the Site Lease.

Section 5.6. Warranties. Lessor hereby assigns to Lessee for and during the Lease Term, all of its interest in all warranties, guarantees or other contract rights against any contractor, subcontractor or supplier, expressed or implied, issued on or applicable to the Facility, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties, guarantees or other contract rights at Lessee's expense. Lessee's sole remedy for the breach of such warranties, guarantees or other contract rights will be against any contractor, subcontractor or supplier, and not against Lessor, nor will such matter have any effect whatsoever on the rights of Lessor with respect to this Lease, including the right to receive full and timely Rental Payments, Additional Rent and other payments hereunder. Lessee expressly acknowledges that Lessor does not make nor has it made any representation or warranty whatsoever as to the existence or availability of such warranties, guarantees or other contract rights of the manufacturer or supplier of any portion of the Facility.

Section 5.7. DISCLAIMER OF WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PART THEREOF, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT WILL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE PROJECT OR ANY PART THEREOF.

ARTICLE VI

IMPOSITIONS

Section 6.1. Impositions. Lessee will bear, pay and discharge, before the delinquency thereof, as Additional Rent, all taxes and assessments, general and special, if any, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, including any taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of Lessor or encumber the Project (all of the foregoing being herein referred to as "Impositions").

Section 6.2. Contest of Impositions. Lessee has the right, in its own name or in Lessor's name, to contest the validity or amount of any Imposition which Lessee is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the contested Imposition becomes delinquent and may permit the Imposition so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor notifies Lessee that, in the opinion of Counsel, by nonpayment of any such items the interest of Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event Lessee will

promptly pay such taxes, assessments or charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor. Lessor agrees to cooperate with Lessee in connection with any and all administrative or judicial proceedings related to Impositions. Lessee will hold Lessor whole and harmless from any costs and expenses Lessor may incur with respect to any Imposition.

ARTICLE VII

INSURANCE; INDEMNITY

Section 7.1. Insurance Required. Lessee will, during the Lease Term, cause the Project to be kept continuously insured against such risks customarily insured against for facilities such as the Project and will pay (except as otherwise provided herein), as the same become due, all premiums in respect thereof, such insurance to include the following policies of insurance:

(a) Insurance insuring the Project against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount not less than the lesser of an amount equal to the full insurable value thereof or the then applicable purchase price under **Section 10.1** (subject to reasonable loss deductible clauses) issued by such insurance company or companies authorized to do business in the State as may be selected by Lessee. The full insurable value of the Project may be determined from time to time at the request of Lessee or Lessor (but not less frequently than every five years) by an architect, contractor, appraiser, appraisal company or one of the insurers, to be selected, subject to Lessor's approval, and paid by Lessee. The policy or policies of such insurance will name Lessee and Lessor as insureds and loss payees. All proceeds from such policies of insurance will be applied as provided in **Article XI**.

(b) Comprehensive general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which Lessee and Lessor are named as insureds, in an amount not less than the amount which Lessor will reasonably request for a combined single limit for bodily injuries and property damage;

(c) Workers' compensation and unemployment coverages to the extent, if any, required by the laws of the State;

(d) Leasehold policy of title insurance, insuring Lessor's leasehold interest under the Site Lease, in the amount set forth on **Exhibit B**, on the standard ALTA forms, subject only to such exceptions as will be acceptable to Lessor, with such endorsements and affirmative coverages as may be reasonably required by Lessor, and otherwise in form and substance satisfactory to Lessor and issued by a company acceptable to Lessor and authorized to issue such insurance in the State.

Not less than 15 days prior to the expiration dates of the expiring policies, originals or copies of the policies required by this Section or certificates evidencing such insurance will be delivered by Lessee to Lessor. All policies of such insurance, and all renewals thereof, will contain a provision that such insurance may not be cancelled by the issuer thereof without at least ten days written notice to Lessee and Lessor.

Nothing in this Lease will be construed as preventing Lessee from satisfying the insurance requirements herein set forth by using blanket policies of insurance provided each and all of the requirements and specifications of this Lease respecting insurance are complied with.

Section 7.2. Reserved.

Section 7.3. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect, hold harmless, save and keep Lessor harmless from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including counsel fees and expenses) arising out of or as the result of (a) the entering into of the Site Lease or this Lease, (b) the acquisition, construction, equipping and installation of the Facility, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Project during the Lease Term or otherwise arising during the Lease Term because of Lessor's interest in the Project, and/or (d) the breach of any covenant by Lessee herein or any material misrepresentation by Lessee contained herein. The indemnification arising under this section will continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease for any reason.

ARTICLE VIII**ASSIGNMENT AND SUBLEASING**

Section 8.1. Assignment by Lessor. Lessor's right, title and interest in, to and under this Lease and the Project may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee agrees to keep a record of all such notices of assignment and to execute all documents, including notices of assignment and financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Project and in this Lease. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

Section 8.2. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Lease and in the Project may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Project if Lessee obtains the prior written consent of Lessor. Any such sublease of all or part of the Project will be subject to this Lease and the rights of Lessor in, to and under this Lease and the Project.

ARTICLE IX**MAINTENANCE, REPAIRS AND MODIFICATIONS**

Section 9.1. Maintenance, Repairs and Modifications. Lessee will, at its own expense, maintain, preserve and keep the Project in good repair, working order and condition, normal wear and tear excepted, and will from time to time make all repairs, replacements and improvements necessary to keep the Project in such condition. Lessor has no responsibility for any repairs, replacements or improvements. In addition, Lessee will, at its own expense, have the right to remodel any portion of the Facility or to make additions, modifications and improvements thereto. All such additions, modifications and improvements will thereafter comprise part of the Project and be subject to the provisions of this Lease; provided, however, that Lessee may install at its own expense any furniture, furnishings, trade fixtures and business equipment and such furniture, furnishings, trade fixtures and business equipment (specifically excluding lighting fixtures and heating, ventilating and air conditioning equipment and wiring within conduits) will remain the property of Lessee and will not be subject to the provisions of this Lease. Such additions, modifications and

improvements will not in any way damage the Facility nor cause it to be used for purposes other than those permitted by this Lease and authorized under the provisions of municipal, state and federal law. The Project, upon completion of any additions, modifications and improvements made pursuant to this Section, will be of a value which is not substantially less than the value of the Project immediately prior to the making of such additions, modifications and improvements. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Project for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee will first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor will notify Lessee that, in the opinion of Counsel, by nonpayment of any such item the interest of Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event Lessee will promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon request and at the expense of Lessee.

Notwithstanding any provisions to the contrary herein, Lessee may, subject to the prior written consent of Lessor, which consent shall not be unreasonably withheld, undertake the demolition of the Facility in accordance with applicable municipal, state and federal law.

Section 9.2. Liens. Lessee will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Project, other than the respective rights of Lessor and Lessee as herein and in the Site Lease provided. Except as expressly provided in this Article, Lessee will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same will arise at any time. Lessee will reimburse Lessor for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

ARTICLE X

LESSEE'S OPTION TO PURCHASE THE PROJECT

Section 10.1. Lessee's Option to Purchase the Project. Lessee has the option to purchase Lessor's interest in the Project in whole, but not in part, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date occurring on or after the initial purchase date set forth on **Exhibit B**, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation (other than condemnation by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Project, on the Rental Payment Date Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments then due hereunder plus all remaining principal portions of Rental Payments set forth on **Exhibit A** to Lessor.

Section 10.2. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payment hereunder during the Original Term and any Renewal Term represent the fair value of the use of the Project and that the amount required to exercise Lessee's option to purchase Lessor's interest in the Project pursuant to **Section 10.1** represents, as of the end of the applicable Rental Payment Date, the fair purchase price of the Project. Lessee hereby determines that the Rentals do not exceed a reasonable amount so as to place Lessee under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Project hereunder. In making such determinations, Lessee and Lessor have given consideration to the Costs of the Facility, the uses and purposes for which the Project will be employed by Lessee, the benefit to Lessee by reason of the acquisition of the Facility and the use and occupancy of the Project pursuant to the terms and provisions of this Lease and Lessee's option to purchase the Project. Lessee hereby determines and declares that the acquisition of the Facility and the leasing of the Project pursuant to this Lease will result in a Site of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition of the Facility were performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Facility.

ARTICLE XI

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 11.1. Damage, Destruction and Condemnation. Unless Lessee has exercised its option to purchase the Project and terminate this Lease as provided in **Article X**, if (i) any component of the Project is destroyed (in whole or in part) or is damaged by fire or other casualty (other than a demolition of the Facility in accordance with **Section 9.1**) or (ii) title to or the temporary use of such component of the Project or the interest of Lessee or Lessor in the component of the Project, is taken under the exercise of the power of eminent domain, or the threat of such exercise, by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee will cause the Net Proceeds of any insurance or condemnation award or any sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Project by Lessee. Any balance of the Net Proceeds remaining after such work has been completed will be held and appropriated by Lessee for the exclusive purpose of paying Rentals under this Lease.

If Lessee determines that the replacement, repair, restoration, modification or improvement of the Project is not economically feasible or in the best interest of Lessee, then, in lieu of making such replacement, repair, restoration, modification or improvement and if permitted by law, Lessee will promptly purchase the Project by paying the Purchase Price to Lessor and such Net Proceeds will be applied by Lessee to such payment to the extent required for such payment. Any balance of the Net Proceeds remaining after paying the Purchase Price to Lessor will belong to Lessee.

Section 11.2. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement of any component of the Project in accordance with **Section 11.1**, subject to appropriation of sufficient funds, Lessee will complete the work and pay any cost in excess of the amount of the Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds Lessee will make any payments pursuant to the provisions in this **Section 11.2**, Lessee will not be entitled to any reimbursement therefor from Lessor or to any reduction in Rental Payments then due or thereafter coming due.

Section 11.3. Cooperation of Lessor. Lessor will cooperate fully with Lessee, at the expense of Lessee, in filing any proof of loss with respect to any insurance policy covering the events described in **Section 11.1** and in the prosecution or defense of any prospective or pending condemnation proceeding with

respect to the Project or any part thereof and will, to the extent it may lawfully do so, permit Lessee to litigate in any proceeding resulting therefrom in the name of and on behalf of Lessor. In no event will Lessor voluntarily settle, or consent to the settlement of, any proceedings arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Project or any part thereof without the written consent of Lessee.

ARTICLE XII

DEFAULT PROVISIONS

Section 12.1. Events of Default Defined. The following will be “Events of Default” under this Lease, and the term “Events of Default” will mean, whenever it is used in this Lease, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement under any Project Document on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will consent to an extension of such time if Lessee certifies that corrective action has been instituted by Lessee within the applicable period and will be diligently pursued until such failure is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Project Document or any instrument or certificate related thereto or to the Project is incorrect, untrue or misleading in any material respect;

(d) Any provision of any Project Document at any time for any reason ceases to be valid and binding on Lessee, or is declared to be null and void, or the validity or enforceability thereof is contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies that it has any further liability or obligation under this Lease or the Site Lease; or

(e) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its essential functions, or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of any applicable federal bankruptcy law.

Section 12.2. Remedies. Whenever any Event of Default has occurred and is continuing, Lessor will have the right, at its option and without any further demand or notice, to take any one or more of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Lease, take possession of the Project, sell Lessor's interest in the Site Lease, or lease the Project and collect the rentals therefor for all or any portion of the remainder of its leasehold term upon such terms and conditions as it may deem satisfactory in its sole discretion, with Lessee remaining liable for the difference between the Rentals, Additional Rentals and other amounts payable by Lessee hereunder during the Original Term or then current Renewal Term, as the case may be, and the net proceeds of any purchase price, rents or other amounts paid by the purchaser, new lessee or sublessee of the Project, and, provided further, that, in such event, if Lessor receives a payment for sale of its interest or total Rentals for lease of the Project that are, after payment of Lessor's expenses in connection therewith, in excess of the then applicable Purchase Price, then such excess will be paid to Lessee either by Lessor, its assigns, or by its sublessee; or

(c) Take whatever action at law or in equity may appear necessary or desirable to collect the Rental Payments then due and thereafter to become due during the then current Original Term or Renewal Term, or enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

Section 12.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor or Lessee to exercise any remedy reserved to it in this Article it will not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 12.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease is breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

ARTICLE XIII

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 13.1. Amendments, Changes and Modifications. This Lease may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

ARTICLE XIV

MISCELLANEOUS

Section 14.1. Reserved.

Section 14.2. Notices. It will be sufficient service of any notice, request, complaint, demand or other paper required by this Lease to be given or filed with Lessor or Lessee if the same is duly mailed by registered or certified mail with postage prepaid addressed as set forth on **Exhibit B**. Lessor and Lessee

may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent.

Section 14.3. Title to Personal Property. Title to any portion of the Project that constitutes personal property will vest in Lessee subject to Lessor's rights under this Lease and the Site Lease; provided that title thereto will thereafter immediately and without any action by Lessee vest in Lessor and Lessee will immediately surrender possession thereof to Lessor upon (i) any termination of this Lease without Lessee exercising its option to purchase pursuant to **Section 10.1** or (ii) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any deed, bill of sale, certificate of title or other instrument of conveyance. Nevertheless, Lessee will execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 14.4. Security Interest. To secure the payment of all of Lessee's obligations under this Lease, to the extent permitted by law, Lessor retains a security interest in that portion of the Project consisting of personal property or fixtures and on all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom. Lessee consents to the filing of financing statements with respect to such personal property and fixtures and will execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest.

Section 14.5. Net Lease. It is the understanding and agreement of the parties hereto that, subject to **Sections 3.3** and **4.3**, this is a clear "net" lease obligation and that Lessee will bear all expenses and make all payments consistent with the principle of the "net" Lease. Lessee hereby assumes and agrees to perform all duties and obligations relating to the Project, as well as the use, operation, and maintenance thereof, even though such duties and obligations may otherwise be construed to be those of Lessor.

Section 14.6. No Pecuniary Liability. No provision, covenant or agreement contained in this Lease or any obligation herein imposed upon Lessor, or the breach thereof, will constitute or give rise to or impose upon Lessor a pecuniary liability.

Section 14.7. Access to Premises. Lessee agrees that Lessor or any agent or representative of Lessor has the right at all reasonable times to enter upon and to examine and inspect the Project. Lessee further agrees that Lessor and any such agent or representative has such rights of access to the Project as may be reasonably necessary to cause the proper maintenance of the Facility in the event of failure by Lessee to perform its obligations hereunder.

Section 14.8. Financial Statements. Throughout the Lease Term, Lessee will deliver to Lessor, as soon as available, a copy of Lessee's annual audited statement of income and expense and Lessee's annual audited balance sheet.

Section 14.9. Title to the Land. Lessee covenants that the title to the Land is and will remain in Lessee, subject to the rights of Lessor hereunder and under the Site Lease.

Section 14.10. Binding Effect. This Lease will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

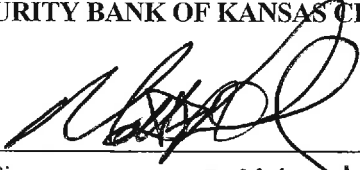
Section 14.11. Execution; Electronic Transactions. This Lease may be executed in any number of counterparts, each of which will be deemed to be an original but all together will constitute but one and the same Lease. It is also agreed that separate counterparts of this Lease may be executed by Lessor and Lessee all with the same force and effect as though the same counterpart had been executed by both Lessor

and Lessee. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

SECURITY BANK OF KANSAS CITY

By: 
Name: Matthew D. McLaughlin
Title: Senior Vice President LESSOR

CITY OF WESTWOOD, KANSAS

[SEAL]

By: _____
Name: John M. Yé
Title: Mayor LESSEE

ATTEST:

Name: Frederick L. Sherman
Title: City Clerk

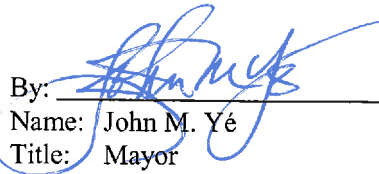
IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

SECURITY BANK OF KANSAS CITY


By: _____
Name: _____
Title: _____
LESSOR

CITY OF WESTWOOD, KANSAS

[SEAL]

By: 
Name: John M. Yé
Title: Mayor
LESSEE

ATTEST:

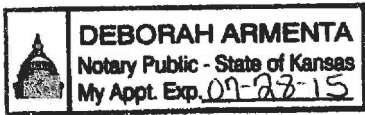

Name: Frederick L. Sherman
Title: City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

On this ____ day of April, 2014, before me, the undersigned, a Notary Public, appeared ~~Matthew D McLaughlin~~, who being before me duly sworn did say that he is a ~~Senior Vice President~~ of SECURITY BANK OF KANSAS CITY, a national banking association organized and existing under the laws of the United States of America, and that said instrument was signed on behalf of said association by authority of its board of directors, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said association.

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



Deborah Armenta
Printed Name: DEBORAH ARMENTA
Notary Public in and for said State
Commissioned in Wyandotte County

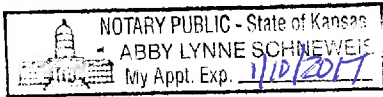
My commission expires: 07-28-15

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On this 8th day of April, 2014, before me, the undersigned, a Notary Public, appeared John M. Yé, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF WESTWOOD, KANSAS**, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of Site Lease, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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



Abby Lynne Schneeweis

Printed Name: Abby Lynne Schneeweis
Notary Public in and for said State
Commissioned in Johnson County

(SEAL)

My commission expires: January 10, 2017

EXHIBIT A TO TAXABLE LEASE PURCHASE AGREEMENT

RENTAL PAYMENT SCHEDULE

Commencement Date: April 9, 2014

Interest rate: 3.95%

<u>Rental Payment Date</u>	<u>Total Rental Payment</u>	<u>Principal Portion</u>	<u>Interest Portion</u>	<u>Purchase Price</u>
4/9/2014		--		\$425,000.00
8/1/2014	\$ 5,222.78	--	\$5,222.78	425,000.00
2/1/2015	8,393.75	--	8,393.75	425,000.00
8/1/2015	8,393.75	--	8,393.75	425,000.00
2/1/2016	8,393.75	--	8,393.75	425,000.00
8/1/2016	8,393.75	--	8,393.75	425,000.00
2/1/2017	433,393.75	\$425,000.00	8,393.75	\$0.00

EXHIBIT B TO TAXABLE LEASE PURCHASE AGREEMENT

OTHER PROVISIONS

Facility: The Facility consists of a 79,665 square-foot building with unfinished basement area formerly used as a church and assembly/meeting place located on 1.83 acres at 5050 Rainbow Boulevard, Westwood, Kansas 66205, together with any related improvements, fixtures, equipment, furnishings and related support facilities.

Fiscal Year: Lessee's Fiscal Year currently begins on January 1 of each year.

Interest Rate: The interest rate is 3.95% computed on the basis of a 360 day year of 12 30-day months.

Title

Insurance: The leasehold owner's policy of title insurance required under **Article VII** will be in the amount of \$425,000.

**Initial
Purchase**

Date: The initial purchase date for purposes of **Section 10.1(a)** is August 1, 2014.

Addresses: The following addresses will be used as described in **Section 14.2**, unless changed as described therein:

- (a) If to Lessor: Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
Kansas City, KS 66101
Attention: Matt McLaughlin, Senior Vice President
- (b) If to Lessee: City of Westwood, Kansas
4700 Rainbow Boulevard
Westwood, KS 66205
Attention: City Clerk

SCHEDULE 1 TO TAXABLE LEASE PURCHASE AGREEMENT

DESCRIPTION OF THE LAND

Tract I:

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas.

Tract II:

All that part of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas described as follows: Beginning at the Northeast corner of said Lot 12; thence Southeasterly, along the Easterly line of said Lot 12, to the Southeast corner thereof; thence Southwesterly, along the Southerly line of said Lot 12, a distance of 16.87 feet; thence Northwesterly, to the Point of Beginning.

Tract III:

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes;

EXCEPT All that part of the East 286.58 feet of the North half of Lot 8, HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.

20140410-0002905
Electronic Recording 04/10/2014
Pages: 6 F: \$28.00 01:05:16 PM
Register of Deeds T20140017352
JO CO KS BK:201404 PG:002905

(Space above reserved for Recorder of Deeds certification)

PCT 01109-12974

Title of Document: Memorandum of Taxable Lease Purchase Agreement

Date of Document: April 01, 2014

Grantor(s): Security Bank of Kansas City

Grantee(s): City of Westwood, Kansas

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

Legal Description:

Tract I:

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Reference Book and Page(s):

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Reference Book and Page(s):

MEMORANDUM OF TAXABLE LEASE PURCHASE AGREEMENT

THIS MEMORANDUM OF TAXABLE LEASE PURCHASE AGREEMENT, made and entered into as of April 1, 2014, by and between **SECURITY BANK OF KANSAS CITY**, a national banking association (the "Bank"), and the **CITY OF WESTWOOD, KANSAS**, a city of the third class organized and existing under the laws of the State of Kansas (the "City"),

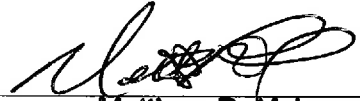
WITNESSETH:

The Bank has leased to the City and the City has leased from the Bank the Project described therein and set forth on **Schedule 1** for a basic term commencing as of April 9, 2014, and terminating on February 1, 2017, and the Bank has granted to the City an option to purchase the Project and portions thereof upon the terms and conditions set forth in the Taxable Lease Purchase Agreement dated as of April 1, 2014 (the "Lease"), between the Bank and the City.

The covenants, agreements and conditions contained in the Lease shall run with the property leased and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Taxable Lease Purchase Agreement the day and year first above written.

SECURITY BANK OF KANSAS CITY

By: 
Name: Matthew D. McLaughlin
Title: Senior Vice President

CITY OF WESTWOOD, KANSAS

[SEAL]

By: _____
Name: John M. Yé
Title: Mayor

ATTEST:

Name: Frederick L. Sherman

MEMORANDUM OF TAXABLE LEASE PURCHASE AGREEMENT

THIS MEMORANDUM OF TAXABLE LEASE PURCHASE AGREEMENT, made and entered into as of April 1, 2014, by and between **SECURITY BANK OF KANSAS CITY**, a national banking association (the "Bank"), and the **CITY OF WESTWOOD, KANSAS**, a city of the third class organized and existing under the laws of the State of Kansas (the "City"),

WITNESSETH:

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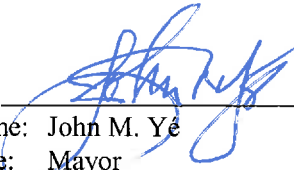
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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Taxable Lease Purchase Agreement the day and year first above written.

SECURITY BANK OF KANSAS CITY

By: _____
Name: _____
Title: _____

CITY OF WESTWOOD, KANSAS

By:  _____
Name: John M. Ye
Title: Mayor

[SEAL]

ATTEST:


Name: Frederick L. Sherman

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

On this 7th day of April, 2014, before me, the undersigned, a Notary Public, appeared Matthew D. McLaughlin, who being before me duly sworn did say that he is a Senior Vice President of SECURITY BANK OF KANSAS CITY, a national banking association organized and existing under the laws of the United States of America, and that said instrument was signed and sealed on behalf of said association by authority of its board of directors, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said association.

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



Deborah Armenta
Printed Name: DEBORAH ARMENTA
Notary Public in and for said State
Commissioned in Wyandotte County

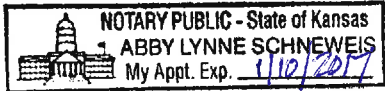
My commission expires: 07-28-15

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On this 8th day of April, 2014, before me, the undersigned, a Notary Public, appeared John M. Yé, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF WESTWOOD, KANSAS**, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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



(SEAL)

Abby Lynne Schneweis
Printed Name: Abby Lynne Schneweis
Notary Public in and for said State
Commissioned in Johnson County
*Abby Lynne Schneweis

My commission expires: January 10, 2017

SCHEDULE 1**DESCRIPTION OF THE PROJECT**

The Project consists of a 79,665 square-foot building with unfinished basement area formerly used as a church and assembly/meeting place located on 1.83 acres at 5050 Rainbow Boulevard, Westwood, Kansas 66205, together with any related improvements, fixtures, equipment, furnishings and related support facilities, located on the following described land:

Tract I:

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas.

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3

**CITY'S PAYMENT INSTRUCTIONS
AND ACCEPTANCE CERTIFICATE**

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
Kansas City, KS 66101
Attention: Matt McLaughlin

Re: Taxable Lease Purchase Agreement dated as of April 1, 2014 (the "Lease"), between Security Bank of Kansas City, as lessor (the "Bank"), and the City of Westwood, Kansas, as lessee (the "City")

Ladies and Gentlemen:

In accordance with the provisions set forth in the above-referenced Lease, the City hereby certifies and represents to, and agrees with, the Bank, as follows:

(1) The Bank is hereby instructed and directed to disburse or cause to be disbursed the proceeds of the Lease as follows:

<u>Payee</u>	<u>Amount</u>	<u>Description</u>
Stewart Title Company, as escrow agent (See attached wire transfer instructions.)	\$425,000	Acquisition of the Project (as defined in the Lease)

(2) The Project (as defined in the Lease) has been acquired and accepted on the date hereof.

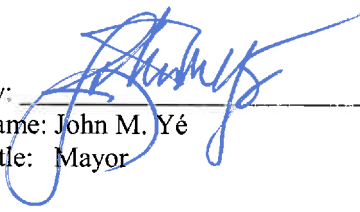
(3) The City has conducted such inspection and/or testing of the Project as it deems necessary and appropriate and hereby acknowledges that it accepts the Project for all purposes.

(4) The City is currently maintaining the insurance coverage required by **Section 7.1** of the Lease.

(5) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

Dated: April 9, 2014.

CITY OF WESTWOOD, KANSAS

By: 
Name: John M. Yé
Title: Mayor

Wiring Instructions:

Stewart Title Company dba Platte County Title & Abstract Company

**Closing location: 2000 Kentucky Avenue, Suite B, Platte City, MO 64079,
816-988-9400**

Bank Name: Platte Valley Bank of Missouri

Bank Address: 2400 Prairie View Road, Platte City, MO 64079

ABA # 101217886

Account Name: Stewart Title Company Escrow Account

Account Number: 1112753

Reference our file number:

Reference Buyer/Borrower Name:

Reference Seller Name:

4/9/2014 11:44:46 AM

OMB Approval No. 2502-0285



A. Settlement Statement (HUD-1)

B. Type of Loan		6. File Number: 01109-12974		7. Loan Number:		8. Mortgage Insurance Case Number:		
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.						
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	<input type="checkbox"/> Other						
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.								
D. Name & Address of Borrower: City of Westwood, Kansas, a Kansas municipal corporation, 4700 Rainbow Boulevard, Westwood, KS 66205								
E. Name & Address of Seller: The Christian Church (Disciples of Christ) of Greater Kansas City, Inc., a Missouri religious corporation, 5050 Rainbow Blvd., Westwood, KS 66205								
F. Name & Address of Lender:								
G. Property Location: 6050 Rainbow Blvd. Westwood, Kansas 66205 Lots 12 - 14, Klassen Place Trl Beg NE Cor Lot 12 S To Pt 16.87, Book 12, Page 50, Johnson County, Kansas								
H. Settlement Agent: Stawart Title Company, 100 NW Englewood, Gladstone, MO 64118, (816) 988-9494 Place of Settlement: 100 NW Englewood, Gladstone, MO 64118								
I. Settlement Date: 4/9/2014		Proration Date: 4/9/2014		Disbursement Date: 4/9/2014				
Summary of Borrower's Transaction				Summary of Seller's Transaction				
100. Gross Amount Due from Borrower				400. Gross Amount Due to Seller				
101. Contract sales price		\$400,000.00	401. Contract sales price		\$400,000.00			
102. Personal property			402. Personal property					
103. Settlement charges to borrower (line 1400)		\$13,440.00	403.					
104.			404.					
105.			405.					
Adjustments for items paid by seller in advance				Adjustments for items paid by seller in advance				
106. City/town taxes			406. City/town taxes					
107. County taxes			407. County taxes					
108. Assessments			408. Assessments					
109.			409.					
110.			410.					
111.			411.					
112.			412.					
120. Gross Amount Due from Borrower		\$413,440.00	420. Gross Amount Due to Seller		\$400,000.00			
200. Amounts Paid by or for the Benefit of Borrower				500. Reductions in Amount Due to Seller				
201. Deposit or earnest money		\$2,000.00	501. Excess deposit (see instructions)					
202. Principal amount of new loan(s)			502. Settlement charges to seller (line 1400)		\$31,093.00			
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to					
204.			504. Payoff of first mortgage loan					
205.			505. Payoff of second mortgage loan					
206.			506.					
207.			507.					
208.			508.					
209. Owners Policy Credit			509. Owners Policy Credit					
Adjustments for items unpaid by seller				Adjustments for items unpaid by seller				
210. City/town taxes			510. City/town taxes					
211. County taxes			511. County taxes					
212. Assessments			512. Assessments					
213.			513.					
214.			514.					
215.			515.					
216.			516.					
217.			517.					
218.			518.					
219.			519.					
220. Total Paid by for Borrower		\$2,000.00	520. Total Reduction Amount Due Seller		\$31,093.00			
300. Cash at Settlement from the Borrower				600. Cash at Settlement from the Seller				
301. Gross amount due from borrower (line 120)		\$413,440.00	601. Gross amount due to seller (line 420)		\$400,000.00			
302. Less amounts paid by for borrower (line 220)		(\$2,000.00)	602. Less reductions in amount due seller (line 520)		(\$31,093.00)			
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower		\$411,440.00	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller		\$368,907.00			

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., A MISSOURI RELIGIOUS CORPORATION

Neil Brent Engle
Moderator

The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

Previous editions are obsolete

Settlement Charges		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees based on price \$400,000.00 @ 6.000000% = \$24,000.00			
Division of commission (line 700) as follows:			
701. \$24,000.00 to Holland Realty Services			
702. to <<Selling Agent>>			
703. Commission paid at settlement \$24,000.00			
704.			\$24,000.00
800. Items Payable in Connection with Loan			
801. Our origination charge (from GFE #1)			
802. Your credit or charge (points) for the specific interest rate chosen (from GFE #2)			
803. Your adjusted origination charges (from GFE #A)			
804. Appraisal fee (from GFE #3)			
805. Credit report (from GFE #3)			
806. Tax service (from GFE #3)			
807. Flood certification (from GFE #3)			
808. Underwriting Fee			
900. Items Required by Lender to Be Paid in Advance			
901. Daily interest charges from (from GFE #10)			
902. Mortgage insurance premium for (from GFE #3)			
903. Homeowner's insurance for (from GFE #11)			
904.			
905.			
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account (from GFE #9)			
1002. Homeowner's insurance			
1003. Mortgage insurance			
1004. City property taxes			
1005. County property taxes			
1006.			
1007.			
1008.			
1009. Aggregate Adjustment			
1100. Title Charges			
1101. Title services and lender's title insurance (from GFE #4)			
1102. Settlement or closing fee to Stewart Title Company		\$350.00	\$200.00
1103. Owner's title insurance to Stewart Title Company (from GFE #5)			\$740.00
1104. Lender's title insurance to Stewart Title Company			
1105. Lender's title policy limit			
1106. Owner's title policy limit \$400,000.00			
1107. Agent's portion of the total title insurance premium to Stewart Title Company \$654.90			
1108. Underwriter's portion of the total title insurance premium to Stewart Title Guaranty Company \$85.10			
1109.			
1110. Leasehold Policy - 01108-19564 for \$425,000.00 to Stewart Title Company		\$756.00	
1111.			
1112.			
1113. Closing Protection Fee			
1114. E-recording Fee to Stewart Title Company		\$12.00	\$8.00
1115. Delivery Fee			
1116. Wire Fee			
1117. Search Fee			
1200. Government Recording and Transfer Charges			
1201. Government recording charges (from GFE #7)		\$100.00	
1202. Deed Mortgage Releases 3 WD, 2 Leases		\$100.00	\$50.00
1203. Transfer taxes (from GFE #8)			
1204. City/County tax/stamps			
1205. State tax/stamps			
1206.			
1300. Additional Settlement Charges			
1301. Required services that you can shop for (from GFE #6)			
1302. Inspection to Kansas City Testing & Engr., LLC		\$3,723.00	
1303. Legal services to Gilmore & Bell		\$6,500.00	
1304. Professional services to REEF Solutions First		\$2,000.00	
1305. Escrow for taxes to Clark Kimbrell Trust Account			\$6,095.00
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		\$13,440.00	\$31,093.00

Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

4/9/2014 11:44:46 AM

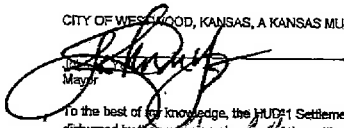
File Number: 01109-12974

CERTIFICATION:

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters. The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

CITY OF WEST WOOD, KANSAS, A KANSAS MUNICIPAL CORPORATION

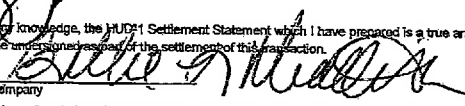
THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., A MISSOURI RELIGIOUS CORPORATION


Neil Brent Engle
Moderator

Neil Brent Engle
Moderator

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Stewart Title Company

 4-9-2014
Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18, U.S. Code Section 1001 and Section 1010.

Item B, Section X, Item

CERTIFICATION:

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters. The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

CITY OF WESTWOOD, KANSAS, A KANSAS MUNICIPAL CORPORATION

John M. Ye
Mayor

THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., A MISSOURI RELIGIOUS CORPORATION

Neil Brent Engle
Moderator

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Date

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4

CITY'S CLOSING CERTIFICATE

RELATING TO

**\$425,000
TAXABLE LEASE PURCHASE AGREEMENT
DATED AS OF APRIL 1, 2014, BETWEEN
SECURITY BANK OF KANSAS CITY, AS LESSOR
AND THE
CITY OF WESTWOOD, KANSAS, AS LESSEE**

We, John M. Yé and Frederick L. Sherman, Mayor and City Clerk, respectively, duly appointed, qualified and acting as such, of the City of Westwood, Kansas (the "City"), do hereby certify as follows:

Capitalized terms used herein and not otherwise defined will be as defined in that certain Taxable Lease Purchase Agreement dated as of April 1, 2014 (the "Lease"), between the City, as lessee, and Security Bank of Kansas City, as lessor (the "Bank").

1. The documents listed on the closing list included in this transcript constitute a full, true and correct transcript of all documents and proceedings in connection with the execution and delivery by the City of the Lease.

2. Attached hereto as **Exhibit A** is a true and correct copy of an excerpt of minutes of the meeting of the governing body of the City held on March 13, 2014, at which meeting a quorum was present and acting throughout, and said excerpt of minutes remains in full force and effect. The meeting was held at a place convenient and reasonably accessible to the public and at a time reasonably convenient to the public and was otherwise held in accordance with the procedural requirements of the City and applicable law. Every reasonable effort was made to grant special access to the meeting to handicapped or disabled individuals. Notice of the meeting was given at the times and in the manner provided by applicable law. A copy of the notice of meeting is attached hereto as a part of **Exhibit A**.

3. Attached hereto as **Exhibit B** is a full, true and correct copy of an ordinance (the "Ordinance") passed by the governing body of the City on March 13, 2014, authorizing the hereinafter referred to Lease Documents at said meeting. The Ordinance has not been amended or rescinded and is in full force and effect, and the City's governing body has, and at the time of the adoption of the Ordinance had, full power and lawful authority to adopt the Ordinance and to confer the powers thereby granted to the officers therein named, who have full power and lawful authority to exercise the same. The Ordinance is the only official action taken by the governing body of the City that is presently in effect relating to the transaction contemplated by the Lease.

4. The following documents (the "Lease Documents") have been duly authorized, executed and delivered in the name and on behalf of the City by its duly authorized officers, pursuant to and in full compliance with the Ordinance:

- (a) Lease; and
- (b) Site Lease dated as of April 1, 2014 (the "Site Lease"), between the City, as site lessor, and the Bank, as site lessee.

The copies of the Lease Documents contained in the transcript of proceedings are true, complete and correct copies or counterparts thereof as authorized, executed and delivered by the City, and are in substantially the

same forms submitted to and approved by the governing body of the City at the meeting described in paragraph 2 of this certificate with only such changes therein as have been approved by the officer of the City executing the same; and the Lease Documents have not been amended, modified or rescinded in any manner and are in full force and effect on the date hereof:

5. The City has authorized, by all necessary action, the execution, delivery, receipt and due performance of the Lease Documents and any and all such other agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to and consummate the transactions contemplated thereby.

6. There is no controversy, suit or proceeding of any kind pending or, to the knowledge of the City, threatened wherein or whereby any question is raised, or may be raised, questioning, disputing or affecting in any way the legal organization of the City, or the legality of any official act shown to have been done regarding the execution and delivery of the Lease Documents or the constitutionality or validity of the obligation represented thereby or the means provided for the Rental Payments under the Lease.

7. The representations and warranties of the City contained in the Lease Documents are true and correct on and as of the date hereof with the same effect as if made on the date hereof. All such representations and warranties, as well as those made herein will be deemed to be for the benefit of the Bank and the attorneys providing legal opinions in connection with the Lease. The City has complied with all of the agreements and satisfied all of the conditions to be performed or satisfied on its part prior to the date hereof.

8. No condition or event exists that constitutes, or with the giving of notice or the passage of time or both would constitute, an Event of Default under the Lease Documents.

9. To the City's knowledge, the City's execution and delivery of the Lease Documents and the performance of the terms thereof by the City will not violate any provision of law, or any ordinance or resolution of the City, or any applicable judgment, order, rule or regulation, of any court or any public or governmental agency or authority, and will not conflict with, violate or result in the breach of any of the provisions of or constitute a default under, any indenture, mortgage or other agreement or instrument to which the City is a party or by which it or its properties are bound.

[The remainder of this page left blank intentionally.]

10. All approvals, consents, authorizations and orders required to be obtained by the City in connection with the Lease Documents and the performance of the terms thereof by the City have been duly obtained.

DATED: April 9, 2014.

CITY OF WESTWOOD, KANSAS

By  _____
Mayor

[SEAL]

ATTEST:

By:  _____
City Clerk

EXHIBIT A
EXCERPT OF MINUTES OF MEETING;
NOTICE OF MEETING

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
CITY OF WESTWOOD, KANSAS
HELD ON MARCH 13, 2014**

The governing body met in regular session at the usual meeting place in the City of Westwood, Kansas, at 7:00 p.m., the following members being present and participating, to-wit:

Mayor Yé, Jones, Savage, Kordalski, Stubbers and Day.

Absent: None

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, City Attorney presented and recommended approval of Ordinance 946 and Councilperson Jones presented and moved for adoption of an Ordinance 946 entitled:

AN ORDINANCE AUTHORIZING THE CITY OF WESTWOOD, KANSAS TO ACQUIRE REAL PROPERTY AND TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF ACQUIRING AND MAINTAINING CERTAIN PROPERTY FOR THE CITY OF WESTWOOD, KANSAS; AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

Councilperson Savage seconded the motion for adoption of the Ordinance. Thereupon, the Ordinance 946 was read and the question being put to a roll call vote, the vote thereon was as follows:

Aye: Jones, Savage, Kordalski, Stubbers and Day.

Nay: None

Thereupon, City Attorney presented and recommended approval of Ordinance 947 and Councilperson Stubbers presented and moved for adoption of an Ordinance 947 entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SPECIAL OBLIGATION TAX INCREMENT REVENUE BONDS (WOODSIDE VILLAGE TIF PROJECT), SERIES 2014 IN THE MAXIMUM PRINCIPAL AMOUNT OF \$4,900,000 OF THE CITY OF WESTWOOD, KANSAS, FOR THE PURPOSE OF PAYING CERTAIN REDEVELOPMENT PROJECT COSTS IN CONNECTION WITH THE REDEVELOPMENT PLAN; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Councilperson Day seconded the motion for adoption of the Ordinance. Thereupon, the Ordinance 947 was read and the question being put to a roll call vote, the vote thereon was as follows:

Aye: Jones, Savage, Kordalski, Stubbers and Day.

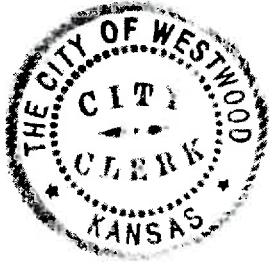
Nay: None

(Other Proceedings)

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Westwood, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)



Frederick L. Sherman, City Clerk



CITY OF WESTWOOD
City Council Meeting
4700 Rainbow Boulevard
Westwood, Kansas 66205
March 13, 2014 - 7:00 p.m.

Agenda

- I. Call to Order – Mayor John Yé
- II. Approval of Meeting Minutes
 - A. February 13, 2014 City Council Meeting
- III. City Treasurer’s Report – Charles Mills
 - A. Approval of Financial Statement – February 2014
 - B. Appropriation Ordinance #639
 - C. Encumbrances
 - D. Westwood Foundation Financial Statements – Feb 2014
- IV. Comment on Non-Agenda Items
- V. City Attorney Report – City Attorney Ryan Denk
 - A. Consider approval of an ordinance for the financing and acquisition of the property located at 5050 Rainbow Blvd.
 - Site Lease
 - Taxable Lease Purchase Agreement
 - B. Consider approval of an ordinance for TIF and CID Bonds for Woodside Village project.
 - Bond Trust Indenture
- VI. Administrative
 - A. City of Westwood Insurance Renewal
 - B. FY 2014 Message Therapy Establishment & Therapist renewals
 - C. Appeal of Westwood’s stormwater utility fee calculation:
 - 2900 W. 51st Ter
 - 2106 W. 48th Street
 - 3009 W. 51st Street

VII. Police/Court Report – Chief Greg O'Halloran

VIII. Public Works Report – Public Works Director John Sullivan

- A. 2015 – 2019 County Assistance Road System Program (CARS) within the City of Westwood.

IX. Administration Report – City Clerk Fred Sherman

X. Committee Reports

- A. Administration & Compensation Committee Report - Councilmember Matt Jones
- B. Business & Community Affairs Committee Report – Cami Savage
- C. Public Safety Committee Report – Councilmember Paul Day
- D. Public Works Committee Report – Councilmember Joe Kordalski
- E. Parks & Recreation Committee Report – Councilmember Steve Stubbers
- F. Mayor's Report – Mayor John Yé

XI. Adjournment

EXHIBIT B
ORDINANCE

ORDINANCE NO. 946**AN ORDINANCE AUTHORIZING THE CITY OF WESTWOOD, KANSAS TO ACQUIRE REAL PROPERTY AND TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF ACQUIRING AND MAINTAINING CERTAIN PROPERTY FOR THE CITY OF WESTWOOD, KANSAS; AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.**

WHEREAS, the City of Westwood, Kansas (the “City”), is a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Kansas as a city of the third class; and

WHEREAS, under the constitution and statutes of the State of Kansas the City is empowered to acquire real property;

WHEREAS, under the constitution and statutes of the State of Kansas, particularly Article 12, §5 of the Kansas Constitution and K.S.A. 12-101, the City is empowered to enter into certain leases, lease purchase agreements and installment purchase agreements for the lease and/or acquisition of property; and

WHEREAS, K.S.A. 10-1116b provides in pertinent part that nothing in the provisions of K.S.A. 10-1101 *et seq.* (Kansas Cash Basis Law) shall prohibit a municipality from entering into a lease agreement, with or without an option to buy, or an installment-purchase agreement, if any of such agreements specifically state that the municipality is obligated only to pay periodic payments or monthly installments under the agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue producing source; and

WHEREAS, the City has entered into a contract to purchase certain property located at 5050 Rainbow Boulevard (the “Project”) in the City to further its governmental and public purpose of economic development as contemplated by law, but does not have sufficient moneys on hand legally available to purchase and maintain the Project for its use; and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the City to take the following actions:

1. Execute all documentation necessary to acquire the real property commonly referred to as 5050 Rainbow, Blvd., Westwood, Kansas.
2. Enter into a Site Lease (the “Site Lease”) with Security Bank of Kansas City, as lessee (the “Bank”), pursuant to which the City will lease the Project to the Bank on the terms and conditions set forth therein, a form of which has been submitted to the governing body for review;
3. Enter into an annually renewable Taxable Lease Purchase Agreement (the “Lease”) with the Bank, pursuant to which the City will lease the Project on a year-

to-year basis from the Bank with an option to purchase the Bank's interest in the Project, a form of which has been submitted to the governing body for review;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS, AS FOLLOWS:

Section 1. Authorization to Acquire Real Property. The Mayor is hereby authorized to execute any documentation necessary to acquire the real property commonly known as 5050 Rainbow Blvd., Westwood, Kansas.

Section 2. Authorization and Approval of the Site Lease, Lease and Purchase Documents. The Site Lease and Lease are hereby approved in substantially the forms submitted to and reviewed by the governing body on the date hereof, with such changes therein as shall be approved by the Mayor, the Mayor's execution of the Site Lease and Lease to be conclusive evidence of such approval. The obligation of the City to pay Rental Payments (as defined in the Lease) under the Lease is subject to annual appropriation and shall constitute a current expense of the City and shall not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor shall anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Lease shall be construed so as to give effect to such intent.

The Mayor is hereby authorized and directed to execute and deliver the Site Lease, Lease and any documents in connection with the purchase of the Project on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City's seal to the Site Lease, Lease and any documents in connection with the purchase of the Project and attest said seal.

Section 3. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Site Lease, Lease and the purchase of the Project.

Section 4. Governing Law. This Ordinance, the Site Lease and the Lease shall be governed by and construed in accordance with the applicable laws of the State.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

PASSED by the governing body of the City on March 13, 2014, and **APPROVED AND SIGNED** by the Mayor.



CITY OF WESTWOOD, KANSAS

By:
John M. Yé, Mayor

By: FLS
Frederick L. Sherman, City Clerk

APPROVED AS TO FORM ONLY:

By: [Signature]
Ryan Denk, City Attorney

5

BANK'S CLOSING CERTIFICATE

RELATING TO

\$425,000

**TAXABLE LEASE PURCHASE AGREEMENT
DATED AS OF APRIL 1, 2014, BETWEEN
SECURITY BANK OF KANSAS CITY, AS LESSOR
AND THE
CITY OF WESTWOOD, KANSAS, AS LESSEE**

The undersigned, duly authorized officer of Security Bank of Kansas City (the "Bank"), does hereby certify on behalf of the Bank as follows:

Capitalized terms used herein and not otherwise defined will be as defined in that certain Taxable Lease Purchase Agreement dated as of April 1, 2014 (the "Lease"), between the City of Westwood, Kansas, as lessee (the "City"), and the Bank, as lessor.

1. The Bank is a national banking association duly organized under the laws of the United States of America and has full power and authority to enter into the following documents (the "Bank Documents"):

- (a) Lease; and
- (b) Site Lease dated as of April 1, 2014 (the "Site Lease"), between the City, as site lessor, and the Bank, as site lessee.

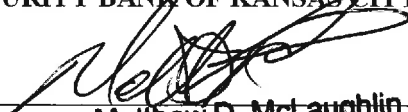
2. The duties and obligations of the Bank under the Bank Documents and the compliance with the provisions thereof will not conflict with or constitute a breach of or default under any laws, administrative regulations, consent decree or any agreement or other instrument to which the Bank is subject.

3. The person who executed and delivered the Bank Documents on behalf of the Bank was at that time and still is at the date hereof the duly elected or appointed, qualified and acting officer or signatory of the Bank holding the office set forth under his signature and was and still is at the date hereof authorized to perform said act.

4. The Bank has entered into the Bank Documents for its own account and not as an underwriter or an intermediary.

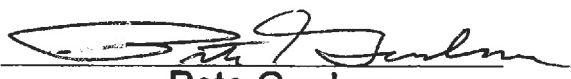
DATED: April 9, 2014.

SECURITY BANK OF KANSAS CITY

By 
 Name: Matthew D. McLaughlin
 Title: Senior Vice President

[SEAL]

ATTEST:

By: 
 Name: Pete Gardner
 Title: Vice President

6



CERTIFICATE OF LIABILITY INSURANCE

Item B, Section X, Item

DATE (MM/DD/YYYY)
04/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BOULEVARD INSURANCE, LLC 7501 COLLEGE BLVD., STE 115 OVERLAND PARK KS 66210	CONTACT NAME: Geoff Gobble / David Mathys
	PHONE (A/C, No., Ext): (913) 451-8898 FAX (A/C, No.): (913) 451-8899 E-MAIL ADDRESS: dave@boulevardins.com
INSURED CITY OF WESTWOOD, KANSAS 4700 Rainbow Boulevard Westwood KS 66205-	INSURER(S) AFFORDING COVERAGE
	INSURER A: Employers Mutual Co
	INSURER B: KMIT-KS Municipal Ins Trust
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 01 REVISION NUMBER: 01

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		4D95955-15	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4D95955-15	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		4D95955-15	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	112WES	01/01/2014	12/31/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	SCHEDULED NEW EQUIPMENT		4D95955-15	04/01/2014	04/01/2015	NEW LEASED ITEMS 60,729

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Security Bank of Kansas City is listed as additional insured and loss payee as their interests may appear with regards to: 5050 Rainbow Blvd., Westwood, KS.

CERTIFICATE HOLDER

CANCELLATION

At 104089

Security Bank of Kansas City 701 Minnesota Ave., Ste 206 Kansas City KS 66101-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Fax: () -

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CERTIFICATE OF PROPERTY INSURANCE

Item B, Section X, Item

DATE (MM/DD/YYYY)
04/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER BOULEVARD INSURANCE, LLC 7501 COLLEGE BLVD., STE 115 OVERLAND PARK KS 66210	CONTACT NAME: Geoff Gobble / David Mathys
	PHONE (A/C, No, Ext): (913) 451-8898 FAX (A/C, No): (913) 451-8899
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID: 676
INSURER(S) AFFORDING COVERAGE	
INSURED CITY OF WESTWOOD, KANSAS 4700 Rainbow Boulevard Westwood KS 66205- (913)362-1550	INSURER A: Employers Mutual Co
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
5050 Rainbow Blvd., Westwood, KS 66205


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS		
A	<input checked="" type="checkbox"/>	PROPERTY	4A95955-15	04/01/2014	04/01/2015	<input checked="" type="checkbox"/> BUILDING	\$ 1,305,000		
	CAUSES OF LOSS DEDUCTIBLES								
	<input type="checkbox"/> BASIC	BUILDING				5,000			\$
	<input type="checkbox"/> BROAD	CONTENTS							\$
	<input checked="" type="checkbox"/> SPECIAL								\$
	<input type="checkbox"/> EARTHQUAKE								\$
	<input type="checkbox"/> WIND								\$
	<input type="checkbox"/> FLOOD								\$
	<input type="checkbox"/>								\$
	<input type="checkbox"/>								\$
	<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY				\$			
	CAUSES OF LOSS					\$			
	<input type="checkbox"/>	NAMED PERILS	POLICY NUMBER			\$			
	<input type="checkbox"/>					\$			
	<input type="checkbox"/> CRIME	TYPE OF POLICY				\$			
	<input type="checkbox"/>					\$			
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$			
	<input type="checkbox"/>					\$			
	<input type="checkbox"/>					\$			

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Security Bank of Kansas City is listed as loss payee as their interests may appear with regards to: 5050 Rainbow Blvd., Westwood, KS.

CERTIFICATE HOLDER CANCELLATION AI 104089

Security Bank of Kansas City 701 Minnesota Ave., Ste 206 Kansas City KS 66101-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

7

CERTIFIED COPY OF ORIGINAL
[Signature]
PLATTE COUNTY TITLE

20140410-0002898
Electronic Recording 04/10/2014
Pages: 3 F: \$16.00 01:05:16 PM
Register of Deeds T20140017352
JO CO KS BK:201404 PG:002898

PCT 01109-12974 CORPORATION WARRANTY DEED

Dated this 9th day of April, 2014

FROM:
THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST)
OF GREATER KANSAS CITY, INC.
7600 W. 75th Street
Overland Park, KS 66204
GRANTOR

TO:
CITY OF WESTWOOD, KANSAS
4700 Rainbow Boulevard
Westwood, KS 66205
GRANTEE

Please return to:
City of Westwood, Kansas
4700 Rainbow Boulevard
Westwood, KS 66205

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in
Johnson County, Kansas

PLT 01109-12974 CORPORATION WARRANTY DEED

Dated this 9th day of April, 2014

FROM:
THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST)
OF GREATER KANSAS CITY, INC.

7600 W. 75th Street
Overland Park, KS 66204

GRANTOR

TO:
CITY OF WESTWOOD, KANSAS

4700 Rainbow Boulevard
Westwood, KS 66205

GRANTEE

Please return to:
City of Westwood, Kansas
4700 Rainbow Boulevard
Westwood, KS 66205

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in
Johnson County, Kansas

CORPORATION WARRANTY DEED

THIS INDENTURE, made on this 9th day of April, 2014, by and between THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., a Missouri Religious Corporation, GRANTOR, and the CITY OF WESTWOOD, KANSAS, a Kansas Municipal Corporation, GRANTEE.

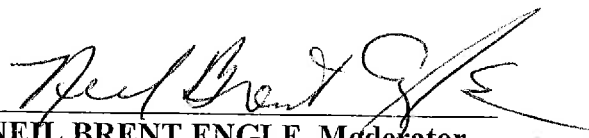
(The mailing address of the first named Grantee is 4700 Rainbow Boulevard, Westwood, KS 66205)

WITNESSETH, that THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., in consideration of the sum of Ten (\$10.00) Dollar and other valuable consideration, in hand paid by CITY OF WESTWOOD, KANSAS, the receipt of which is hereby acknowledged, does by these PRESENTS, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM, unto CITY OF WESTWOOD, KANSAS and its successors, heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Johnson, State of Kansas, to wit:

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas

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

IN WITNESS WHEREOF, THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC. has, through its Chairman and Moderator, set its hand and seal on the day, month and year above written.


NEIL BRENT ENGLE, Moderator

ACKNOWLEDGEMENT

STATE OF Missouri,
COUNTY OF Platte) SS

NOW ON THIS this 9th day of April, 2014, **NEIL BRENT ENGLE** personally appeared before me, the Undersigned Notary Public, and after being first duly sworn, stated that he is the current Chairman and Moderator of THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC, and that he has been duly authorized to sign, execute and transfer the property above described and that he willingly has signed this document of his own free will and are under no undue influence or duress.

Sworn and subscribed to by me on the day, month and year last above written.

Billie L. Middleton
Notary Public

My Commission Expires:

BILLIE L. MIDDLETON
NOTARY PUBLIC NOTARY SEAL
STATE OF MISSOURI
CLAY COUNTY
MY APPOINTMENT EXPIRES MAR 17, 2017
COMMISSION # 13545545

20140410-0002900
Electronic Recording 04/10/2014
Pages: 3 F: \$16.00 01:05:16 PM
Register of Deeds T20140017352
JO CO KS BK:201404 PG:002900

CERTIFIED COPY OF ORIGINAL
[Signature]
PLATTE COUNTY TITLE

PCT 01109-10974

CORPORATION WARRANTY DEED

Dated this 9th day of April, 2014

FROM:

**THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST)
OF GREATER KANSAS CITY, INC.**
7600 W. 75th Street
Overland Park, KS 66204
GRANTOR

TO:

CITY OF WESTWOOD, KANSAS
4700 Rainbow Boulevard
Westwood, KS 66205
GRANTEE

Please return to:
City of Westwood, Kansas
4700 Rainbow Boulevard
Westwood, KS 66205

All that part of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas described as follows: Beginning at the Northeast corner of said Lot 12; thence Southeasterly, along the Easterly line of said Lot 12, to the Southeast corner thereof; thence Southwesterly, along the Southerly line of said Lot 12, a distance of 16.87 feet; thence Northwesterly, to the Point of Beginning.

PCT 01109-12974

CORPORATION WARRANTY DEED

Dated this 9th day of April, 2014

**FROM:
THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST)
OF GREATER KANSAS CITY, INC.**

7600 W. 75th Street
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GRANTOR

**TO:
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CORPORATION WARRANTY DEED

THIS INDENTURE, made on this 9th day of April, 2014, by and between THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., a Missouri Religious Corporation, GRANTOR, and the CITY OF WESTWOOD, KANSAS, a Kansas Municipal Corporation, GRANTEE.


(The mailing address of the first named Grantee is 4700 Rainbow Boulevard, Westwood, KS 66205)

WITNESSETH, that THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., in consideration of the sum of Ten (\$10.00) Dollar and other valuable consideration, in hand paid by CITY OF WESTWOOD, KANSAS, the receipt of which is hereby acknowledged, does by these PRESENTS, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM, unto CITY OF WESTWOOD, KANSAS and its successors, heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Johnson, State of Kansas, to wit:

All that part of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas described as follows: Beginning at the Northeast corner of said Lot 12; thence Southeasterly, along the Easterly line of said Lot 12, to the Southeast corner thereof; thence Southwesterly, along the Southerly line of said Lot 12, a distance of 16.87 feet; thence Northwesterly, to the Point of Beginning.

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

IN WITNESS WHEREOF, THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC. has, through its Chairman and Moderator, set its hand and seal on the day, month and year above written.

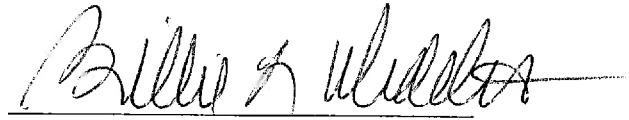

NEIL BRENT ENGLE, Moderator

ACKNOWLEDGEMENT

STATE OF Missouri
COUNTY OF Platte) SS

NOW ON THIS this 9th day of April, 2014, **NEIL BRENT ENGLE** personally appeared before me, the Undersigned Notary Public, and after being first duly sworn, stated that he is the current Chairman and Moderator of THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC, and that he has been duly authorized to sign, execute and transfer the property above described and that he willingly has signed this document of his own free will and are under no undue influence or duress.

Sworn and subscribed to by me on the day, month and year last above written.



Notary Public

My Commission Expires:

BILLIE L. MIDDLETON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CLAY COUNTY
MY APPOINTMENT EXPIRES MAR 17, 2017
COMMISSION # 13545845

CERTIFIED COPY
PLATE COUNTY, KS

20140410-0002902
Electronic Recording 04/10/2014
Pages: 3 F: \$16.00 01:05:16 PM
Register of Deeds T20140017352
JO CO KS BK:201404 PG:002902

Pct 01109-12974

CORPORATION WARRANTY DEED

Dated this 9th day of April, 2014

FROM:
THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST)
OF GREATER KANSAS CITY, INC.
7600 W. 75th Street
Overland Park, KS 66204
GRANTOR

TO:
CITY OF WESTWOOD, KANSAS
4700 Rainbow Boulevard
Westwood, KS 66205
GRANTEE

Please return to:
City of Westwood, Kansas
4700 Rainbow Boulevard
Westwood, KS 66205

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes; EXCEPT all that part of the East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.

PLT 01109-12174

CORPORATION WARRANTY DEED

Dated this 9th day of April, 2014

**FROM:
THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST)
OF GREATER KANSAS CITY, INC.**

7600 W. 75th Street
Overland Park, KS 66204

GRANTOR

**TO:
CITY OF WESTWOOD, KANSAS**

4700 Rainbow Boulevard
Westwood, KS 66205

GRANTEE

Please return to:
City of Westwood, Kansas
4700 Rainbow Boulevard
Westwood, KS 66205

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CORPORATION WARRANTY DEED

THIS INDENTURE, made on this 9th day of April, 2014, by and between THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., a Missouri Religious Corporation, GRANTOR, and the CITY OF WESTWOOD, KANSAS, a Kansas Municipal Corporation, GRANTEE.

(The mailing address of the first named Grantee is 4700 Rainbow Boulevard, Westwood, KS 66205)

WITNESSETH, that THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., in consideration of the sum of Ten (\$10.00) Dollar and other valuable consideration, in hand paid by CITY OF WESTWOOD, KANSAS, the receipt of which is hereby acknowledged, does by these PRESENTS, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM, unto CITY OF WESTWOOD, KANSAS and its successors, heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Johnson, State of Kansas, to wit:

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes; EXCEPT all that part of the East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.

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

IN WITNESS WHEREOF, THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC. has, through its Chairman and Moderator, set its hand and seal on the day, month and year above written.

Neil Brent Engle
NEIL BRENT ENGLE, Moderator

ACKNOWLEDGEMENT

STATE OF Missouri
COUNTY OF Platte) SS

NOW ON THIS this 9th day of April, 2014, NEIL BRENT ENGLE personally appeared before me, the Undersigned Notary Public, and after being first duly sworn, stated that he is the current Chairman and Moderator of THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC, and that he has been duly authorized to sign, execute and transfer the property above described and that he willingly has signed this document of his own free will and are under no undue influence or duress.

Sworn and subscribed to by me on the day, month and year last above written.

Billie L. Middleton
Notary Public

My Commission Expires: March 17, 2017

BILLIE L. MIDDLETON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CLAY COUNTY
MY APPOINTMENT EXPIRES MAR 17, 2017
COMMISSION # 13545845

~~BILLIE L. MIDDLETON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CLAY COUNTY
MY APPOINTMENT EXPIRES MAR 17, 2017
COMMISSION # 13545845~~

8



816-221-1500 MAIN
816-221-1018 FAX
GILMOREBELL.COM

GILMORE & BELL PC
2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521

ST. LOUIS
WICHITA
OMAHA | LINCOLN

INSTRUCTION LETTER

April 9, 2014

VIA FEDERAL EXPRESS

Stewart Title Guaranty Company
c/o Stewart Title Midwest – Platte County Title
2000 Kentucky Avenue, Suite B
Platte City, Missouri 64079
Attention: Billie Middleton

Re: City of Westwood, Kansas (Pro Forma Owner's Policy of Title Insurance, File No. 01109-19564)

Ladies and Gentlemen:

We hereby advise and instruct you as follows:

1. Enclosed are the following items:
 - (a) Memorandum of Site Lease dated as of April 1, 2014, between the City of Westwood, Kansas (the "City"), as site lessor, and Security Bank of Kansas City (the "Bank"), as site lessee; and
 - (b) Memorandum of Taxable Lease Purchase Agreement dated as of April 1, 2014, between the Bank, as lessor, and the City, as lessee;

(The documents listed in subparagraphs (a) and (b) above are referred to herein as the "Recording Documents.") Also enclosed are signed copies of the Site Lease and the Taxable Lease Purchase Agreement.

2. The Recording Documents are being delivered to you in escrow, and you are instructed not to release, deliver or record them until all of the following conditions have been satisfied:

- (a) The Special Warranty Deed from the Christian Church Disciples of Christ of Greater Kansas City, Inc. to the City has been recorded.

-2-

- (b) You are ready to duly record the Recording Documents in the proper records of Johnson County, Kansas; and said documents are such that the register of deeds will accept and duly record them without any requirement for recording.
- (c) You are ready and irrevocably committed to issue and deliver, upon the recording described in paragraph 3 below a leasehold owner's policy of title insurance in the amount of \$425,000 insuring the leasehold title under the Site Lease in the real estate described in the Commitment, effective as of the time of recording, naming the Bank as insured in the form set forth as the Pro Forma Owner's Policy of Title Insurance attached hereto as **Exhibit A** (the "Title Policy").

3. When all of the conditions set forth in paragraph 2 have been satisfied, you are authorized and instructed to proceed as follows:

- (a) Record the Recording Documents, in the order listed above, in the proper records of Johnson County, Kansas.
- (b) Immediately confirm the completion of the recording to the undersigned by telephone at (816) 221-1000, advising the undersigned of all recording information then available.

Your proceeding upon such confirmation to record the Recording Documents shall be deemed evidence of your binding commitment to issue the Title Policy conforming to the requirements of subparagraph 2(b).

4. If for any reason you are unable to fulfill the terms of paragraph 3 by 4:00 p.m. on April 9, 2014, you are instructed to contact the undersigned by telephone at (816) 221-1000 and so advise the undersigned. Thereafter, you shall take no action until you have received further instruction from the undersigned.

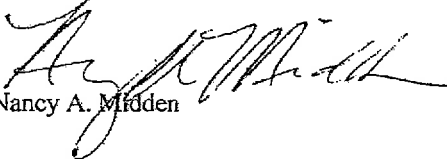
5. Upon fulfilling the terms of paragraph 3, you shall deliver the Title Policy and the Recorded Documents to the undersigned at the following address:

Nancy Midden
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108

All recording fees are to be paid by the City upon your presentation to the City of an itemized statement.

Please sign the attached Acceptance and return it to me via telecopier at (816) 221-1018.

Very truly yours,


Nancy A. Midden

NAM/jkj
Enclosures

ACCEPTANCE

The undersigned hereby acknowledges and agrees to the terms of the foregoing letter of instructions.

STEWART TITLE GUARANTY COMPANY

By: Stewart Title Midwest – Platte County Title


By 
Authorized Signatory

EXHIBIT A

Exhibit A to Letter of Instructions dated April 9, 2014, from Gilmore & Bell, P.C.,
to Stewart Title Guaranty Company, c/o Stewart Title Midwest – Platte County
Title

[See attached Pro Forma Owner's Policy of Title Insurance.]

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our World-Wide Web site at <http://www.stewart.com>. ALTA Owner's Policy (6/17/06)

**PROFORMA OWNER'S POLICY OF TITLE INSURANCE
ISSUED BY
STEWART TITLE GUARANTY COMPANY**

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS


SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:


Authorized Countersignature

stewart
title guaranty company


Matt Morris
President and CEO

Stewart Title Company
700 Northeast R. D. Mize Road, Suite
200
Blue Springs, MO 64014
(816) 988-9200
Agent ID:




Denise Carraux
Secretary

This is a Pro Forma Policy, which provides no insurance coverage, furnished to or on behalf of the proposed insured. This pro forma does not reflect the present status or condition of title and is not a commitment to insure the estate or interest or to provide any affirmative coverage shown herein. Any commitment must be an expressly written undertaking issued on the appropriate forms of the Company. This Pro Forma Policy solely indicates the form and content of the Policy which the Company may issue if all necessary documents are furnished, all acts are preformed, and all requirements set forth in the title commitment covering this property (or that may be required by underwriting) are met to the satisfaction of the Company.

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File No. 01109-19564
Page 1 of Policy Serial No.: PROFORMA

COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely; or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured.
 - (3) if the grantee is wholly-owned by an affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

CONDITIONS (Continued)

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.



CONDITIONS (Continued)

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.



This is a Pro Forma Policy, which provides no insurance coverage, furnished to or on behalf of the proposed insured. This pro forma does not reflect the present status or condition of title and is not a commitment to insure the estate or interest or to provide any affirmative coverage shown herein. Any commitment must be an expressly written undertaking issued on the appropriate forms of the Company. This Pro Forma Policy solely indicates the form and content of the Policy which the Company may issue if all necessary documents are furnished, all acts are performed, and all requirements set forth in the title commitment covering this property (or that may be required by underwriting) are met to the satisfaction of the Company.

SCHEDULE A

Name and Address of Title Insurance Company:

Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 01109-19564

Policy No.: PROFORMA

Address Reference: 5050 Rainbow Blvd., Westwood, KS 66205
(For Company Reference Purposes Only)

Amount of Insurance: \$425,000.00

Premium:

Date of Policy: "date and time of recording of deed"

1. Name of Insured:

Security Bank of Kansas City, as to a Leasehold Estate Interest

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

City of Westwood, Kansas, a Kansas municipal corporation

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

SEE EXHIBIT "A" ATTACHED HERETO



EXHIBIT "A"

LEGAL DESCRIPTION

Tract I:

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas.

Tract II:

All that part of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas described as follows: Beginning at the Northeast corner of said Lot 12; thence Southeasterly, along the Easterly line of said Lot 12, to the Southeast corner thereof; thence Southwesterly, along the Southerly line of said Lot 12, a distance of 16.87 feet; thence Northwesterly, to the Point of Beginning.

Tract III:

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes;

EXCEPT All that part of the East 286.58 feet of the North half of Lot 8, HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.



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SCHEDULE B

File No.: 01109-19564

Policy No.: PROFORMA

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

NONE

1. Taxes for the year 2014 and subsequent years. NOTE: None now due and payable.
2. The subject property lies within the following special benefit district(s): WASTEWTR CAP.
3. Building lines, easements and restrictions shown on the plat of Holmesland recorded 09/13/1905 in Plat Book 3 and Page 11, as affected by Affidavit recorded as Document No. 416551 in Book Misc. 49 at Page 127.
4. Building lines, easements and restrictions shown on the plat of Klassen Place recorded 05/20/1947 in Plat Book 12 and Page 50.
5. Easement granted to Kansas City Power and Light Company as set forth in the instrument recorded as Document No. 165075 in Book Misc. 16 at Page 102.
6. Easement granted to Kansas City Power and Light Company as more fully set forth in the instrument recorded as Document No. 267113 in Book Misc. 24 at Page 456.
7. Easement granted to Kansas City Power and Light Company as set forth in the instrument recorded as Document No. 284877 in Book Misc. 25 at Page 592.
8. Easement condemned by State Highway Commission of the State of Kansas in the District Court of Johnson County, Kansas, Case No. 14610, and as more fully set forth in the instrument recorded as Document No. 281473 in Book Misc. 26 at Page 79.
9. The premises in question are within the boundaries of Water District No. 1 of Johnson County, Kansas, as more fully set forth in instrument recorded as Document No. 462041 in Book Misc. 61 at Page 468, and are subject to assessments by reason thereof.
10. Restrictions as more fully set forth in instrument recorded as Document No. 261977 in Book Misc. 24 at Page 243, as affected by Warranty Deed recorded as Document No. 400707 in Book 259 at Page 315.
11. Easements as contained in Warranty Deed recorded as Document No. 400707 in Book 259 at Page 315.
12. Easement granted to Kansas City Power & Light Company as more fully set forth in the instrument recorded as Document No. 962834 in Book 927 at Page 750.
13. Temporary Construction Easement granted to the City of Westwood, Johnson County, Kansas as more fully set forth in the instrument recorded as Document No. 2601632 in Book 4892 at Page 253.
14. Storm Sewer Easement granted to the City of Westwood, Kansas as more fully set forth in the instrument recorded as Document No. 2601633 in Book 4892 at Page 255.
15. Tenancy either by month to month or by virtue of a written lease, by a party in possession of any part of the



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SCHEDULE B

subject property.

- 16. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 17. Any documents linked herein are provided for convenience only. Linked documents are not an abstract or attempt to abstract and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action.
- 18. Memorandum of Site Lease by and between the City of Westwood, Kansas, as Lessor, and Security Bank of Kansas City, as Lessee, dated March 1, 2014, recorded _____ in Document No. _____, Book _____ at Page _____.
- 19. Memorandum of Taxable Lease Purchase Agreement by and between Security Bank of Kansas City and the City of Westwood, Kansas, dated March 1, 2014, recorded _____, in Document No. _____, Book _____ at Page _____.



American Land Title Association

Endorsement 13-06 (Leasehold - Owner's)
Revised 04-02-12

This is a Pro Forma Policy, which provides no insurance coverage, furnished to or on behalf of the proposed insured. This pro forma does not reflect the present status or condition of title and is not a commitment to insure the estate or interest or to provide any affirmative coverage shown herein. Any commitment must be an expressly written undertaking issued on the appropriate forms of the Company. This Pro Forma Policy solely indicates the form and content of the Policy which the Company may issue if all necessary documents are furnished, all acts are preformed, and all requirements set forth in the title commitment covering this property (or that may be required by underwriting) are met to the satisfaction of the Company.

ENDORSEMENT
ATTACHED TO POLICY NUMBER PROFORMA
ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 01109-19564

Premium:

1. As used in this endorsement, the following terms shall mean:

- a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case as a result of a matter covered by this policy.
- b. "Lease": the lease described in Schedule A.
- c. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term.
- d. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
- e. "Personal Property": property, in which and to the extent the Insured has rights, located on or affixed to the Land on or after Date of Policy that by law does not constitute real property because (i) of its character and manner of attachment to the Land and (ii) the property can be severed from the Land without causing material damage to the property or to the Land.
- f. "Remaining Lease Term": the portion of the Lease Term remaining after the Insured has been Evicted.
- g. "Tenant Leasehold Improvements": Those improvements, in which and to the extent the Insured has rights, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Insured's expense or in which the Insured has an interest greater than the right to possession during the Lease Term.

2. Valuation of Estate or Interest Insured:

If in computing loss or damage it becomes necessary to value the Title, or any portion of it as the result of an Eviction of the Insured, then, as to that portion of the Land from which the Insured is Evicted, that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The Insured Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement

If the Insured is Evicted, the following items of loss if applicable, to the portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 2 of this endorsement, any other endorsement to the policy, or Section 8(a)(ii) of the Conditions:

- a. The reasonable cost of (i) removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, (ii) transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, (iii) repairing the Personal Property damaged by reason of the removal and relocation, and (iv) restoring the Land to the extent damaged as a result of the removal and relocation of the Personal Property and required of the Insured solely because of the Eviction.
- b. Rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.



American Land Title Association

Endorsement 13-06 (Leasehold - Owner's)
Revised 04-02-12

This is a Pro Forma Policy, which provides no insurance coverage, furnished to or on behalf of the proposed insured. This pro forma does not reflect the present status or condition of title and is not a commitment to insure the estate or interest or to provide any affirmative coverage shown herein. Any commitment must be an expressly written undertaking issued on the appropriate forms of the Company. This Pro Forma Policy solely indicates the form and content of the Policy which the Company may issue if all necessary documents are furnished, all acts are performed, and all requirements set forth in the title commitment covering this property (or that may be required by underwriting) are met to the satisfaction of the Company.

- c. The amount of rent that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Insured has been Evicted.
 - d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
 - e. Damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
 - f. The reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate.
 - g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping.
4. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees or expenses) resulting from environmental damage or contamination.

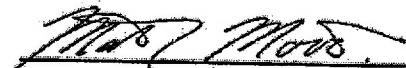
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:


Authorized Countersignature

stewart
title guaranty company



Matt Morris
President and CEO

Stewart Title Company
700 Northeast R. D. Mize Road, Suite 200
Blue Springs, MO 64014
Agent ID:





Denise Carraux
Secretary

Endorsement
Serial No.

PROFORMA



If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our World-Wide Web site at <http://www.stewart.com>. ALTA Owner's Policy (6/17/06)

**OWNER'S POLICY OF TITLE INSURANCE
ISSUED BY
STEWART TITLE GUARANTY COMPANY**

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:




Authorized Countersignature

Stewart Title Company
700 Northeast R. D. Mize Road, Suite
200
Blue Springs, MO 64014
(816) 988-9200
Agent ID: 160007

stewart
title guaranty company





Matt Morris
President and CEO



Denise Carraux
Secretary

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COVERED RISKS (Continued)

Item B, Section X, Item

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
- (i) to be timely; or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured.
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

Insured named in Schedule A for estate planning purposes.

- (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
 - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
 - (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
 - (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
 - (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
 - (j) "Title": The estate or interest described in Schedule A.
 - (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

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2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
 Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.



8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.



SCHEDULE A

**Name and Address of
Title Insurance Company:**

Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 01109-19564

Policy No.: O-9301-002999435

Amount of Insurance: \$425,000.00

Total Charge: \$755.00

Date of Policy: April 10, 2014 at 1:05:16 P.M.

1. Name of Insured:

Security Bank of Kansas City, as to a Leasehold Estate Interest

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

City of Westwood, Kansas, a Kansas municipal corporation

4. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO



EXHIBIT "A"

LEGAL DESCRIPTION

Tract I:

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas.

Tract II:

All that part of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas described as follows: Beginning at the Northeast corner of said Lot 12; thence Southeasterly, along the Easterly line of said Lot 12, to the Southeast corner thereof; thence Southwesterly, along the Southerly line of said Lot 12, a distance of 16.87 feet; thence Northwesterly, to the Point of Beginning.

Tract III:

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes;

EXCEPT All that part of the East 286.58 feet of the North half of Lot 8, HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.



SCHEDULE B

File No.: 01109-19564

Policy No.: O-9301-002999435

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

Standard Exceptions:

1. a. Rights or claims of parties in possession not shown by the public records.
- b. Easements, or claims of easements, not shown by the public records.
- c. Any encroachment, encumbrance, violation, or adverse circumstance that would be disclosed by an accurate and complete land survey of the Land.
- d. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- e. Taxes or special assessments which are not shown as existing liens by the public records.

NOTE: Items 1a through e above are hereby deleted.

Special Exceptions:

2. Taxes for the 2014 and subsequent years.
None now due and payable
3. The subject property lies within the following special benefit district(s): WASTEWTR CAP.
4. Building lines, easements and restrictions shown on the plat of Holmesland recorded 09/13/1905 in Plat Book 3 and Page 11, as affected by Affidavit recorded as Document No. 416551 in Book Misc. 49 at Page 127.
5. Building lines, easements and restrictions shown on the plat of Klassen Place recorded 05/20/1947 in Plat Book 12 and Page 50.
6. Easement granted to Kansas City Power and Light Company as set forth in the instrument recorded as Document No. 165075 in Book Misc. 16 at Page 102.
7. Easement granted to Kansas City Power and Light Company as more fully set forth in the instrument recorded as Document No. 267113 in Book Misc. 24 at Page 456.
8. Easement granted to Kansas City Power and Light Company as set forth in the instrument recorded as Document No. 284877 in Book Misc. 25 at Page 592.
9. Easement condemned by State Highway Commission of the State of Kansas in the District Court of Johnson County, Kansas, Case No. 14610, and as more fully set forth in the instrument recorded as Document No. 281473 in Book Misc. 26 at Page 79.
10. The premises in question are within the boundaries of Water District No. 1 of Johnson County, Kansas, as more fully set forth in instrument recorded as Document No. 462041 in Book Misc. 61 at Page 468, and are subject to assessments by reason thereof.

SCHEDULE B

11. Restrictions as more fully set forth in instrument recorded as Document No. 261977 in Book Misc. 24 at Page 243, as affected by Warranty Deed recorded as Document No. 400707 in Book 259 at Page 315.
12. Easements as contained in Warranty Deed recorded as Document No. 400707 in Book 259 at Page 315.
13. Easement granted to Kansas City Power & Light Company as more fully set forth in the instrument recorded as Document No. 962834 in Book 927 at Page 750.
14. Temporary Construction Easement granted to the City of Westwood, Johnson County, Kansas as more fully set forth in the instrument recorded as Document No. 2601632 in Book 4892 at Page 253.
15. Storm Sewer Easement granted to the City of Westwood, Kansas as more fully set forth in the instrument recorded as Document No. 2601633 in Book 4892 at Page 255.
16. Tenancy either by month to month or by virtue of a written lease, by a party in possession of any part of the subject property.
17. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
18. Any documents linked herein are provided for convenience only. Linked documents are not an abstract or attempt to abstract and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action.
19. Memorandum of Site Lease by and between the City of Westwood, Kansas, as Lessor, and Security Bank of Kansas City, as Lessee, dated April 1, 2014, recorded April 10, 2014, in Document No. 20140410-0002904, Book 201404 at Page 002904.
20. Memorandum of Taxable Lease Purchase Agreement by and between Security Bank of Kansas City and the City of Westwood, Kansas, dated April 1, 2014, recorded April 10, 2014, in Document No. 20140410-0002905, Book 201404 at Page 002905.



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

ENDORSEMENT
ATTACHED TO POLICY NUMBER O-9301-002999435
ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 01109-19564

Charge: \$0.00

1. As used in this endorsement, the following terms shall mean:
 - a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case as a result of a matter covered by this policy.
 - b. "Lease": the lease described in Schedule A.
 - c. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term.
 - d. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
 - e. "Personal Property": property, in which and to the extent the Insured has rights, located on or affixed to the Land on or after Date of Policy that by law does not constitute real property because (i) of its character and manner of attachment to the Land and (ii) the property can be severed from the Land without causing material damage to the property or to the Land.
 - f. "Remaining Lease Term": the portion of the Lease Term remaining after the Insured has been Evicted.
 - g. "Tenant Leasehold Improvements": Those improvements, in which and to the extent the Insured has rights, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Insured's expense or in which the Insured has an interest greater than the right to possession during the Lease Term.
2. Valuation of Estate or Interest Insured:

If in computing loss or damage it becomes necessary to value the Title, or any portion of it as the result of an Eviction of the Insured, then, as to that portion of the Land from which the Insured is Evicted, that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The Insured Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement:

If the Insured is Evicted, the following items of loss if applicable, to the portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 2 of this endorsement, any other endorsement to the policy, or Section 8(a)(ii) of the Conditions:

- a. The reasonable cost of (i) removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, (ii) transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, (iii) repairing the Personal Property damaged by reason of the removal and relocation, and (iv) restoring the Land to the extent damaged as a result of the removal and relocation of the Personal Property and required of the Insured solely because of the Eviction.
- b. Rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.
- c. The amount of rent that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Insured has been Evicted.

- d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
 - e. Damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
 - f. The reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate.
 - g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping.
4. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees or expenses) resulting from environmental damage or contamination.

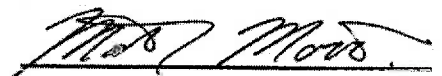
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:


 Authorized Countersignature

stewart
 title guaranty company


 Matt Morris
 President and CEO

Stewart Title Company
 700 Northeast R. D. Mize Road, Suite 200
 Blue Springs, MO 64014
 Agent ID: 160007




 Denise Carraux
 Secretary

**Endorsement
 Serial No. E-9185-556173330**



9

MARKET VALUE ESTIMATE

September 13, 2013

Assembly/Meeting Place / Religious Facility
Westwood Christian Church
5050 Rainbow Boulevard
Westwood, Kansas 66205

Summary Appraisal Report

*prepared for
McAnany, Van Cleave &
Phillips, P.A.*



Job No.

5023085

Bliss Associates, LLC
Real Estate Valuation
and Professional Services

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October 2, 2013

Mr. Ryan Denk
Attorney at Law
McAnany, Van Cleave & Phillips, P.A.
10 E. Cambridge Circle Drive, Suite 300
Kansas City, Kansas 66103

Dear Mr. Denk:

The summary appraisal report you requested is enclosed. Its purpose is to estimate market value, subject to limiting conditions, of

**Assembly/Meeting Place / Religious Facility
Westwood Christian Church
5050 Rainbow Boulevard
Westwood, Kansas 66205.**

Real property interest appraised is the fee simple estate. The final value indication, as of September 13, 2013, is:

\$500,000.

This appraisal is subject to standard assumptions and general limiting conditions, as are detailed in the **APPRAISAL** section of the attached report. No extraordinary assumptions or hypothetical conditions apply.

Thank you for choosing Bliss Associates, LLC.

Sincerely,
Bliss Associates, LLC


By: 
John T. Robertson, MAI
State Certified General Appraiser

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SPECIAL LIMITING CONDITIONS

Special limiting conditions consist of extraordinary assumptions and hypothetical conditions. The Uniform Standards of Professional Appraisal Practice (USPAP) defines extraordinary assumption as an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. A hypothetical condition is defined as a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

The following extraordinary assumptions and/or hypothetical conditions apply to this appraisal. The client is advised that their use might have affected the assignment results.

Extraordinary Assumptions

No extraordinary assumptions are made in this appraisal.

Hypothetical Conditions

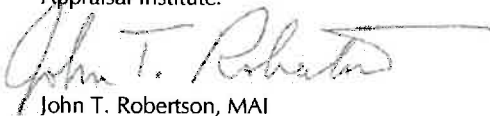
No hypothetical conditions are imposed on this appraisal.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this report.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

By:



John T. Robertson, MAI
 State Certified General Appraiser
 Kansas #G-1780
 Missouri # 2002014940

Effective date of the opinion: September 13, 2013
 Date of the appraisal report: October 2, 2013

EXECUTIVE SUMMARY

Property/Location	Assembly/Meeting Place / Religious Facility Westwood Christian Church 5050 Rainbow Boulevard Westwood, Kansas 66205
Parcel Number	RP30000001 0012B RP27000000 0008D
Effective Date	September 13, 2013
Property Rights	Fee simple estate
Owners of Record	Westwood Christian Church Board of Trustees
Total Land Area	79,665 SF (1.83 acres)
Zoning	R-1, Single-Family Residential
Building Data	
<i>Building Size</i> ¹	8,217 SF Above Grade <u>2,982 SF Basement</u> 11,199 SF Total GBA
<i>Year Built</i> ²	1951/1962
Highest and Best Use As Vacant	Residential development as warranted by demand
Highest and Best Use As Improved	Redevelopment of the site with residential uses as warranted by demand
VALUE ESTIMATES:	
<i>Cost Approach</i>	\$475,000—Land Value
<i>Income Approach</i>	\$500,000—Land Value
<i>Sales Comparison Approach</i>	\$500,000—As Improved
FINAL VALUE ESTIMATE:	\$500,000

¹ Building size is based on measurements taken onsite using a standard tape measure

² Year built is based on the dates inscribed on the cornerstones of the building itself

RECONCILIATION

The subject property is located at the northwest corner of Rainbow Boulevard and 51st Street in Westwood, Johnson County, Kansas. The site is irregular but functional in shape and contains 79,665 SF (1.83 acres) zoned R-1 for single-family residential uses. The site is improved with a church building constructed in 1951 with a sanctuary addition in 1962. The building contains 8,217 SF above grade with an additional 2,982 SF in unfinished basement area. The improvements are in average but dated condition typical for their vintage. As noted in the highest and best use analysis, the improvements no longer contribute significant value to the subject site.

The cost approach was not performed since the improvements are highly depreciated; it is not necessary for credible assignment results. The income approach was limited to a brief application of the subdivision development method, which was applied for an additional indication of land value in support of the sales comparison approach.

Two analyses were performed in the sales comparison approach—as improved and as vacant land. Each analysis involved a direct comparison between the subject property and sales of similar properties. Adjustments were applied for differences likely to be perceived by market participants. The resulting adjusted sale prices were reconciled for a concluded value from each analysis.

In conclusion, the sales comparison approach produces the most credible results, given the nature of the subject property and the quality and quantity of the comparable data available. The concluded value as of September 13, 2013 is \$500,000.

FINAL VALUE ESTIMATE: \$500,000

SCOPE OF WORK

Scope of work is defined by the Uniform Standards of Professional Appraisal Practice (USPAP) as “the type and extent of research and analysis in an assignment”. The scope of this assignment complies with USPAP.

The specific scope of work for this appraisal assignment (and report) is outlined below. The resulting analysis is considered adequate to provide a credible result given the purpose, intended use, and intended users of the assignment.

Property Identification & Inspection

The property was identified using an address provided by the client. It was further identified through County records. John T. Robertson and Robert E. Marx inspected the subject property on September 13, 2013. The inspection consisted of a walk-through of the building interior and a walk around the building exterior. Photographs and building measurements were taken during the inspection. The surrounding neighborhood was also inspected from public roadways.

Type and Extent of Data Researched

Public records were researched for site area, zoning, tax and assessment data, and flood determination. The building areas are based on measurements taken on-site during the inspection. All regional, county, city, and other statistical information were obtained from published sources.

In addition, the market was researched to obtain land sales and improved sales for use in this analysis. The data was researched using county records, CoStar, the Bliss Associates proprietary database, data from brokers and other appraisers familiar with the area and/or property type, and published survey data.

Type and Extent of Analysis Applied

The highest and best use of the property was analyzed in the **USE** section of this report. The income and sales comparison approaches were applied. Appropriate methodology and techniques deemed pertinent and necessary to the analysis were utilized. The results of the approaches were reconciled for the final indication of value.

Type of Appraisal Report

This is a summary appraisal report which is intended to comply with the reporting requirements set forth under USPAP S.R. 2-2(b). As such, the report contains summaries of the pertinent data, reasoning and analyses used in the appraisal process to develop the opinion of value. The reporting is specific to the needs of the client.

CRITERIA

Purpose

The purpose of this appraisal is to estimate market value.

Type of Value

The type of value developed in this report is the market value. The definition of value is stated below.

Definition of Market Value

"Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."³

Intended Use

The intended use, or function, of the appraisal is to assist in documenting the value of the subject property for a possible purchase by the City of Westwood.

Intended Users/Client

This report is for the exclusive use of Mr. Ryan Denk and the City of Westwood—the client and intended users. The appraisers and Bliss Associates are not responsible for any unauthorized use.

Effective Date

September 13, 2013

Property Rights

The real property interest appraised is the fee simple estate.

³ The Appraisal Foundation, Uniform Standards of Professional Appraisal Practice (USPAP), 2012-2013 ed., p. A-102

Standard Assumptions and General Limiting Conditions

This report assumes the following:

1. That title to the property interest appraised is good and marketable, unless otherwise noted; the report assumes no responsibility for the legal description or for legal matters or those relating to title considerations.
2. That the property is free and clear of any and all liens or encumbrances unless stated otherwise.
3. That the property has responsible ownership and competent property management.
4. The information furnished by others is reliable; however, no warranty is given for the accuracy of such information.
5. That all engineering is correct; the intention of the report is that plot plans and illustrative materials are to assist the reader in visualizing the property.
6. That there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for procuring engineering services that may be necessary to discover them.
7. That the property complies fully with all applicable federal, state, and local environmental regulations and laws, unless noncompliance is specified in the report.
8. That the property complies with all zoning and use regulations and restrictions, unless the report acknowledges nonconformity.
9. That the owners and/or property managers either have or could procure or renew any licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government, or private entity or organization, upon which the value conclusion reported depends.
10. That the utilization of the land and improvements is within the boundaries or property lines and that there are no encroachments or trespasses by or upon the property, unless noted in the report.

Additional conditions bearing upon this report are as follows:

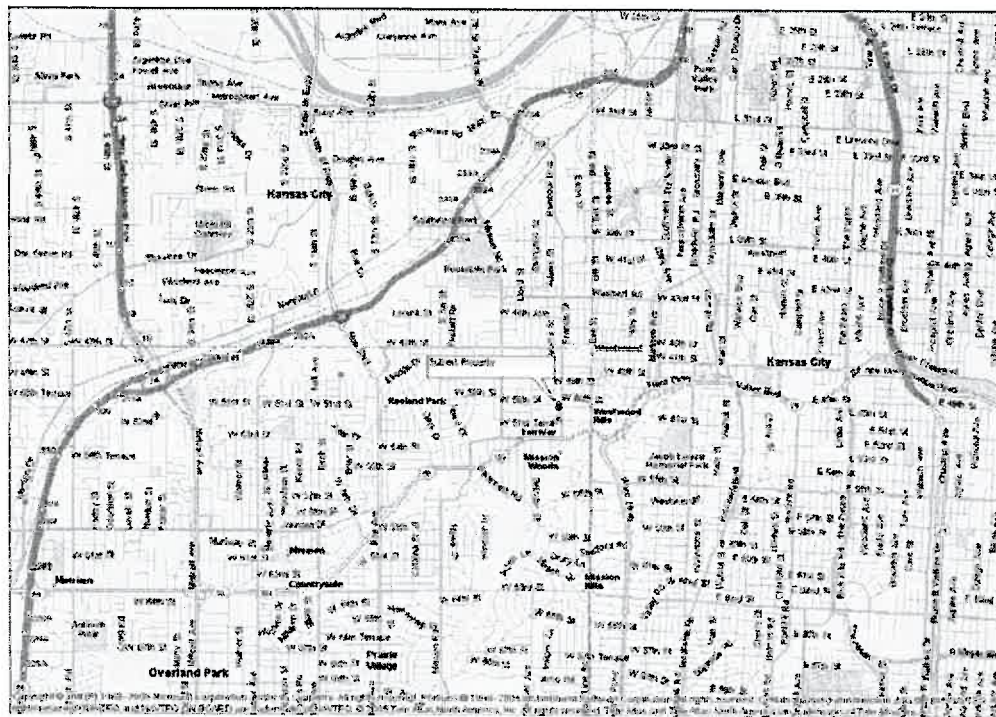
1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization; any separate allocations must not be used in any other appraisal and are invalid if so used.
2. Possession of this report, or any copy hereof, does not imply the right of publication.
3. By reason of this appraisal, the appraiser is relieved of any obligation to give further consultation or testimony, or to attend court with reference to the property in question, unless prior arrangements have been made.
4. Neither all nor any part of this report—especially any conclusions regarding value, the identity of the appraiser or the firm with which the appraiser is associated—may be disseminated to the public through advertising, public relations, news, sales-promotion, or other media without the prior written consent and approval of the appraiser.

5. The value estimates in the report apply to the entire property interest as described in the report; any proration or division of the total into fractional interests would invalidate the value conclusions, unless such proration or division of interests has been set forth in the report.
6. Unless stated otherwise in this report, the appraiser has not been advised or become aware of the existence of any hazardous substances and/or toxic wastes that may or may not be present on the property; the appraiser has no knowledge of the existence of such materials on or in the property; the value estimated in the report is contingent upon the assumption that there is no hazardous condition on or in the property, or in such proximity to the property that it would cause a loss in value.
7. No compliance survey or analysis of the subject property relating to the requirements of the Americans with Disabilities Act of 1991 (ADA) exists. Such a survey could reveal that the property does not comply with one or more requirements of the Act, thus having a negative effect upon value. Unless stated otherwise in the report, there is no direct evidence relating to this issue. This report does not, therefore, consider possible noncompliance in estimating the value of the property.

MARKET AREA ANALYSIS

The subject property is located in the center of the Kansas City Metropolitan Area in the City of Westwood, Kansas, which is in the northeastern corner of Johnson County. Access to the area is very good via Interstate 35 to Rainbow Boulevard. Mission Road and Roe Boulevard are also north/south thoroughfares that provide convenient access to Interstate 35. Shawnee Mission Parkway is the main east/west thoroughfare in the area.

The following map shows the subject's location from the perspective of the overall Kansas City Metropolitan Area.

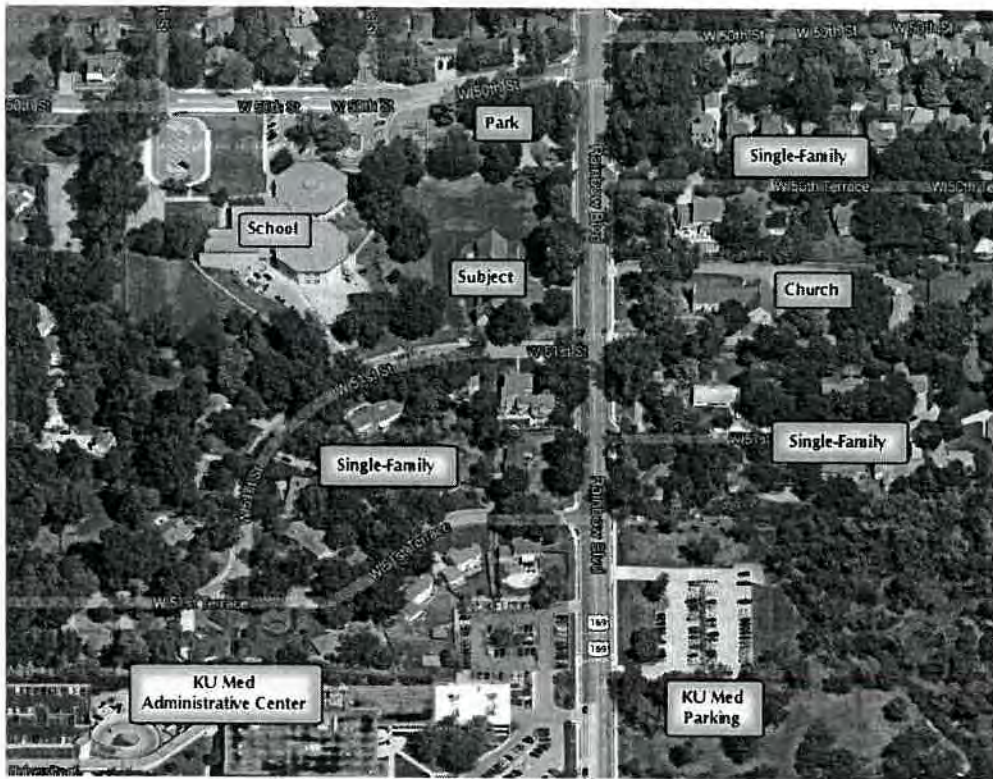


Market Area Location Map

As the map indicates, the City of Westwood is centrally-located near the Country Club Plaza and the Central Business District. Within the immediate area, the University of Kansas Medical Center is a major institutional influence, particularly since it became a National Cancer Institute in 2012. KU is a major landowner along Rainbow Boulevard and a major employer for the Kansas City Metro at large.

The subject is located on a primarily residential portion of the Rainbow Boulevard Corridor just north of Shawnee Mission Parkway. The KU Medical Center has a large administrative office presence at this intersection as well as a satellite parking lot. However, those uses adjacent to the subject property include single-family residences, a church, a public park, and an elementary school.

The following aerial map shows the neighborhood in more detail.



Neighborhood Land Uses

The subject property is a complementary land use compared to the surrounding properties. Based on our observations, the subject's immediate neighborhood is highly-developed with very little land available for future development. The area is considered to be in the stability stage of the neighborhood life cycle. Property conditions are considered average to good, with little observed deferred maintenance, and vacancy rates appear relatively low. Overall, no adverse influences were noted.

IDENTIFICATION

Brief Property Description

The subject property is located at the northwest corner of Rainbow Boulevard and 51st Street in Westwood, Johnson County, Kansas. The site is irregular but functional in shape and contains 79,665 SF (1.83 acres) zoned R-1 for single-family residential uses. The site is improved with a church building constructed in 1951 with a sanctuary addition in 1962. The building contains 8,217 SF above grade with an additional 2,982 SF in unfinished basement area. The improvements are in average but dated condition typical for their vintage. As noted in the highest and best use analysis, the improvements no longer contribute significant value to the subject site.

Address & Parcel Number

5050 Rainbow Boulevard
Westwood, Kansas 66205
RP30000001 0012B
RP27000000 0008D

Legal Description

The following descriptions are taken from Johnson County records.

<i>Plat Name</i>	KLASSEN PLACE		
<i>Book/Page</i>	12 / 50	<i>Quarter Section</i>	SE
<i>Date Recorded</i>	1947	<i>Number of Units</i>	38
<i>Legal Desc.</i> <small>(abbreviated)</small>	KLASSEN PLACE TRI TR BEG NE COR LT 12 S TO PT 16.87' W SE COR & ALL LTS 13 & 14 BLK 1 CHURCH & PARKING WWC 293 2 BTAO 4048 0		
<i>Plat Name</i>	HOLMESLAND		
<i>Book/Page</i>	3 / 11	<i>Quarter Section</i>	NE
<i>Date Recorded</i>	1905	<i>Number of Units</i>	20
<i>Legal Desc.</i> <small>(abbreviated)</small>	HOLMESLAND E 286.58' N1/2 LT 8 EX BG 286.59' W NE CR LT 8 S 165.39' TO S/L N1/2 LT 8 E 1.28' TO NE CR LT 12 KLAS PL N TO PT 271.28' W NE CR LT 8 W 15.30' TO BG WWC 194 1 BTAO 4048 0		

Ownership

Westwood Christian Church Board of Trustees

HISTORY OF THE PROPERTY

The cornerstones of the subject building indicate the north end of the building was constructed in 1951 while the south end of the building (primarily the sanctuary and basement) was constructed in 1962. It appears the property has been known as the Westwood Christian Church since its construction. However, the congregation has dwindled over the years, and they are considering selling the subject property, possibly to the City of Westwood. No sales, contracts, listings, or offers are known to have occurred in the previous three years.

SITE DESCRIPTION

Location, Frontage and Access

The subject site is located at the northwest corner Rainbow Boulevard and 51st Street in Westwood, Kansas (Johnson County). The two parcels that constitute the subject site are outlined on the aerial map below.



County Aerial Parcel Map

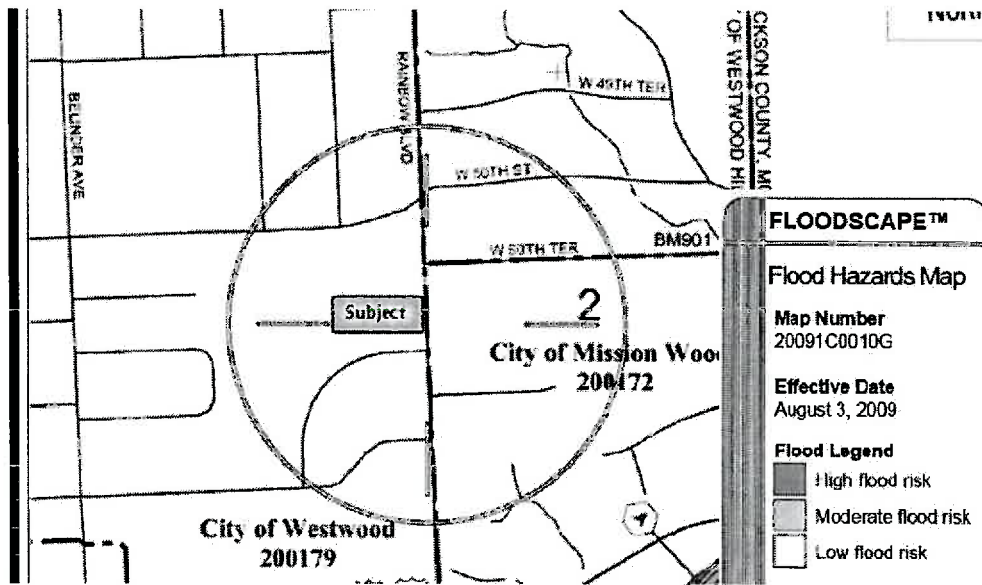
The map shows the site's frontage is 306.39 feet on the west side of Rainbow Boulevard and 243.47 feet on the north side of 51st Street. The site has one curb cut on each frontage street, which provides adequate access to the site.

Shape, Dimensions and Area

The subject site is irregular but functional in shape and contains a total of 79,665 SF, or 1.83 acres. The site dimensions are listed on the previous map.

Topography/Flood Hazard

The topography of the subject is level to gently sloping with the predominant gradient being downward toward the south and southeast. The site is at grade with the adjacent streets. The adjacent elementary school and park are somewhat above grade of the subject property. It appears a drainage swale has been cut along the west side of the site to channel run-off away from the church building. Drainage is assumed to be adequate. The subject is shown on Flood Insurance Rate Map # 20091C0010G, dated August 3, 2009. The following excerpt from the flood map shows the subject property is in an area of low flood risk.



Hazardous Materials/Toxic Wastes

It is assumed there are no hazardous substances affecting the subject property. No hazardous materials were observed during an inspection of the property. We assume that no toxic wastes were present within the soils. However, Bliss Associates, LLC is not qualified to detect the presence or absence of such materials. If further evidence is needed regarding the lack of danger from hazardous materials or toxic waste, authorities with expertise in detecting these conditions should be consulted (see Standard Assumptions and Limiting Conditions, in the APPRAISAL section of this report).

Utilities

The subject site is serviced by all public utilities, including electrical, natural gas, water, and sanitary sewers. Utilities to the site are sufficient for most potential users.

Easements/Encroachments

No ALTA survey was provided. Typical street and utility easements are assumed to exist. No adverse easements or encroachments were observed that would have a negative impact on the development and use of the site. However, we cannot guarantee the presence or absence of easements or encroachments, so further investigation is recommended.

Zoning

The subject property is zoned R-1, Single-Family Residential, by the City of Westwood, Kansas. The R-1 district is intended for single-family dwellings and complementary uses such as parks, schools, and churches. It appears that the subject property conforms to current zoning requirements.

Conclusion

The site has a corner location at Rainbow Boulevard and 51st Street, giving the property good access to main thoroughfares. No physical impediments were noted during the inspection or subsequent research. The current zoning is intended for single-family residential uses.

IMPROVEMENTS DESCRIPTION

The description below is based on a physical inspection of the subject property and a review of county records.

Design/use	Assembly/Meeting Place / Religious Facility
Year built	1951 / 1962
Number of buildings	One
Number of Stories	Two stories + Basement
Total building areas	1,371 SF 2 nd Floor
	<u>6,846 SF 1st Floor</u>
	8,217 SF Above Grade
	<u>2,982 SF Basement</u>
	11,199 SF Total GBA

The improvements consist of a church building, presumably of frame construction. The exterior is primarily stone with a small amount of painted wood and EIFS or stucco. The roof is a gabled design with a composition shingle covering. Metal gutters and downspouts handle roof drainage. The windows are double-hung designs. The roof and windows were reportedly replaced within the past seven years. The north half of the building was constructed in 1951, and the sanctuary and basement were added in 1962.

The interior of the building is divided into a sanctuary at the south end and a lobby/narthex and restrooms near the center. The north end consists of a fellowship hall with a stage, a kitchen, and pastor's offices. A small second floor is in the central portion of the building, primarily above the lobby/narthex and kitchen. The second floor includes a couple of rooms used as a nursery, a restroom, and an audio/visual room overlooking the sanctuary. The second floor is accessed only by stairs. The building has an unfinished basement under the sanctuary; the north end of the building is either on a slab or crawl space.

The interior finishes include vinyl tile and carpet floor coverings, walls and ceilings of painted gypsum board, possibly plaster, and a combination of incandescent and fluorescent light fixtures. The basement is unfinished area although two rooms have been roughly partitioned. It includes concrete floors and walls and an unfinished ceiling with fluorescent lights. The building is centrally heated and cooled. It is assumed all the mechanical systems are functional and adequate to serve the building.

The site improvements include minimal asphalt pavement for parking although the parking spaces are not marked. There is also a monument sign along the Rainbow Boulevard frontage.

IMPROVEMENTS ANALYSIS

The improvements are of average quality construction and are in average but dated condition. No significant deferred maintenance was noted during the inspection. The improvements were originally constructed in 1951 with a sanctuary addition in 1962, indicating a chronological age of approximately 55 years. Although the chronological age is greater than the life expectancy of 40 to 50 years, the subject has a reasonable remaining economic life, based only on physical deterioration. The improvements do suffer an additional loss in value from obsolescence, based on the Highest and Best Use analysis, which indicates the land value and the value as improved are essentially equal. This suggests the improvements no longer contribute significant value, indicating they are 100% depreciated.

REAL ESTATE TAXES

As a church building, the subject property is exempt from real estate taxes. The Johnson County Appraiser shows a combined 2013 appraised value of \$1,537,790 for the subject's two parcels. It should be noted that the County's appraised value is a formality with no tax consequence as long as the property is exempt. If the property were redeveloped, it would be reassessed by the County at that time.

SUBJECT PHOTOGRAPHS



Looking northwest at the southeast elevation of the building



Looking southeast at the northwest elevation of the building



Looking south down Rainbow Boulevard, subject at the right



Looking west down 51st Street, subject at the right



Lobby/Narthex



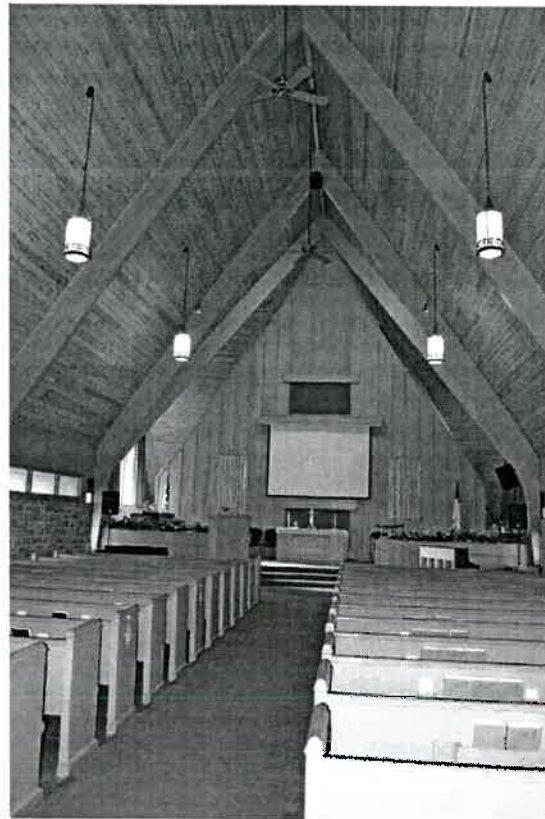
Fellowship hall



Kitchen



Second floor nursery room



Sanctuary



Basement

EXPOSURE AND MARKETING TIMES

The reasonable exposure time inherent in the market-value concept is always presumed to precede the effective date of the appraisal {USPAP, SR-1-2(c), SMT-6}. By contrast, reasonable marketing time is an opinion of the amount of time it might take to sell a property interest at the concluded market value level during the period of time immediately after the effective date of an appraisal {USPAP, Advisory Opinion, AO-7}.

The subject property is centrally located in a well-established portion of the Kansas City Metro. The general area has good demand for residential properties and a very limited supply of vacant land for new construction. The adjacent park and school further enhance its market appeal. A developer interested in redeveloping the property is the most likely purchaser. (Continued use of the church building is possible but less likely, especially over the long-term.) The marketability of the subject property is considered good within the context of its market.

Given these factors, the reasonable exposure time is estimated at approximately 12 months, assuming a price consistent with the value conclusion contained in this report. If the subject were placed on the market today, the value estimate contained in this report is intended to reflect a reasonable marketing time for the subject of approximately 12 months.

It should be noted that a shorter marketing time is likely to result in a lower value. A limited marketing time implies that the seller is under compulsion to sell, which is not consistent with the definition of market value.

HIGHEST AND BEST USE

Highest and best use may be defined as, "the reasonably probable and legal use of vacant land or an improved property, which is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value." (The Appraisal of Real Estate 13th Edition, page 278)

Because the use of land can be limited by the presence of improvements, highest and best use is determined separately for the site as though vacant and available to be put to its highest and best use, and for the property as improved.

Highest and best use must meet four criteria. It must be:

- physically possible
- legally permissible
- financially feasible
- maximally productive.

These criteria are usually considered sequentially; a use may be financially feasible, but this is irrelevant if it is physically impossible or legally prohibited.

Highest and Best Use as Vacant

The site has adequate physical characteristics for a variety of potential uses. It has 243 front feet on 51st Street and 306 front feet on Rainbow Boulevard with a curb cut on each of these streets. The site is somewhat irregular in shape and contains 79,665 SF. The surrounding properties include an elementary school to the west, a park to the north, a church to the east, and single-family residences to the south. The immediate area is dominated by single-family residential uses. Multi-family uses are uncommon in Westwood, and office-type uses are found a few blocks to the north and south. The current zoning is R-1, Single-Family, which is intended for single-family residences and compatible uses such as churches and schools. The surrounding properties are also zoned R-1.

Given the previous discussion, residential use is considered the most probable use of the subject site. Financial feasibility ultimately depends on the specifics of the individual project, but the subject's location is conducive to residential development. Some new residential construction has occurred in recent years on Rainbow Boulevard north of the subject. A new home recently sold in May 2013 at 4445 Rainbow. Furthermore, redevelopment of older single-family lots is relatively common in the nearby cities of Fairway and Mission Hills. Although it is less common in Westwood, a single-family lot at 3015 W. 51st Terrace was redeveloped in 2012. These examples indicate solid demand for single-family housing in the subject's market area.

No other probable use is likely to result in a higher land value and still conform to the other criteria. Therefore, the highest and best use of the subject site, as vacant, is residential development as warranted by demand.

Highest and Best Use as Improved

The site is improved with a church building originally built in 1951 with a sanctuary addition in 1962. The church building is in average condition for its age, but its interior finish is generally dated. Physically, it is capable of continued use, and it is a legal use of the site. However, the congregation is reportedly no longer large enough to fully utilize the property, and they are considering the sale of the property. With a new congregation, it may be financially feasible to continue the church use, but redevelopment of the site may be more likely since the improvements appear to contribute little value, if any, considering the value of the underlying land.

The following table summarizes the results of the analysis as they relate to highest and best use as improved.

Scenario	1	2	3
	"As Is" Value As Church	Land Value: Sales Comparison	Land Value: Subdivision Development Method
Analysis Located	Sales Comparison Approach	Sales Comparison Approach	Income Approach
Premise	Direct comparison of existing church building to sales of similar church buildings.	Direct comparison of the site as though vacant to sales of other vacant sites.	Assumes the site is developed into 8 lots for patio homes. Gross income and development costs estimated. Net proceeds are discounted for an indication of land value.
Units	8,217 SF Above Grade GBA	79,665 SF Land	79,665 SF / 8 Finished Lots
Value Estimate	\$500,000	\$500,000	\$475,000

The values range from \$475,000 to \$500,000 across three scenarios. A deduction for demolition cost would lower the land value slightly, but its impact should be minor. Overall, the analysis indicates the building improvements contribute no value (100% depreciated) since the land value constitutes 100% of the value as improved. It is clear the subject's highest and best use is transitioning away from the existing church improvements in favor of redevelopment.

The concluded highest and best use as improved is redevelopment of the site with residential uses as warranted by demand.

INCOME APPROACH

The income capitalization approach analyzes a property's capacity to generate income and converts this capacity into an indication of value. The value of an income producing property is represented by the present worth of future benefits that are derived from ownership. The greater the amount of future benefits, the greater the present worth of the property. Like the sales comparison approach and cost approach, this approach is based on market-derived data.

The procedures to develop the income approach involve the following steps:

- estimate the income potential (rent) by direct comparison with similar use properties;
- estimate expenses for the property from market data;
- reconcile a net operating income for the property;
- develop an appropriate direct capitalization rate; and
- convert the net operating income into value through the direct capitalization technique.

Operating expenses are expenditures required to maintain the improvements and continue the production of income. The net operating income (NOI) is the net income remaining after the operating expenses are deducted from the effective gross income. In this appraisal, the direct capitalization is utilized to estimate value. The direct capitalization method converts the annual net operating income into an indication of present value by dividing the net operating income by a market derived overall capitalization rate. The overall capitalization rate represents the annual rate of return necessary to attract investment. This rate is influenced by the amount of anticipated risk, current market conditions, and competition from alternative investments.

SUBDIVISION DEVELOPMENT METHOD

In the case of the subject property, the income approach is not applicable to the improvements, but the subdivision development method is useful in the analysis of highest and best use. This method is briefly employed for an alternative estimate of land value as well as an example of a potential residential development scenario.

The subject site is irregular, but somewhat rectangular in shape with dimensions of roughly 243 feet by 306 feet. Given these dimensions, it is assumed the site could be replatted with a cul-de-sac street extending north from 51st Street through the center of the site. The configuration could accommodate about eight lots (about 65 feet wide) appropriate for a planned single-family development in the style of patio homes or villas.

Housing values in the neighborhood vary, but homes adjacent to the south of the subject are valued in the \$250,000 to \$400,000 range by the Johnson County Appraiser. Using the allocation method, a land value ratio of 30% is estimated, given the central location and built-up nature of the market. This would indicate a range of lot values from \$75,000 to \$120,000, based on the neighboring properties. One recent land sale in Westwood occurred at 3015 W. 51st Terrace in May of 2012; the lot was 100 feet wide and 145 feet deep and sold for \$165,000. On this basis the finished lot values are estimated at \$100,000 each, indicating gross income of \$800,000 from lot sales.

The cost of infrastructure is estimated at \$300 per linear foot for 250 feet of street improvements, which equates to \$75,000. The cost of engineering and other development costs are estimated as an additional \$75,000, indicating a total development cost of \$150,000. The gross income, net of development costs, would be \$650,000. (\$800,000 less \$150,000 equals \$650,000)

A bulk discount is applied to account for additional selling costs and developer's profit. A bulk discount of 25% indicates a land value of \$475,000, rounded. ($650,000 \times 75\% = 487,500$, rounded to \$475,000)

VALUE ESTIMATE: VACANT LAND \$475,000

SALES COMPARISON APPROACH

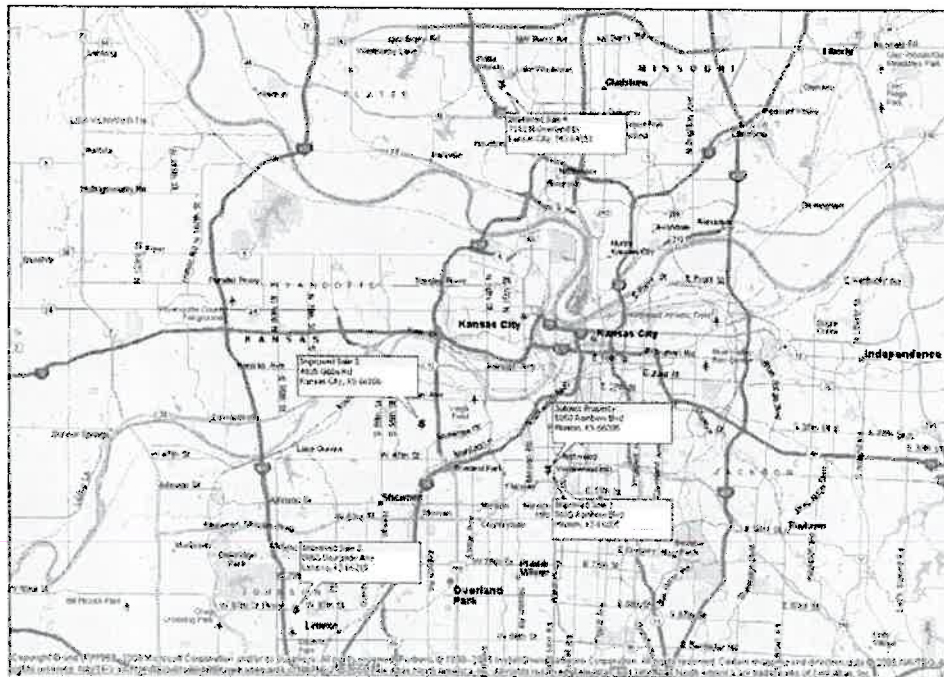
The sales comparison approach involves the principal of substitution—a buyer will not pay more for a property than the cost to acquire a comparable alternative property. So sales of comparable properties are researched for comparison to the subject property, and since no two properties are ever identical, adjustments are applied to address those differences perceived by the market.

IMPROVED SALES ANALYSIS

The properties below are church buildings across the Metro area. They were selected for their church uses, sale dates of 2009 and after, and building sizes. The unit of comparison is the price per square foot of above grade building area.

No.	Property Name	City, State	Date	Price	Above Grade SF	Basement	Built	LTB Ratio	\$/SF Above Grade SF
1	Westwood Lutheran 5035 Rainbow Blvd	Mission Woods, KS	07/25/11	\$560,000	7,980	7,980	1947	9.0	\$70.18
2	Lenexa Baptist Church 8865 Bourgade Ave	Lenexa, KS	02/24/11	\$527,750	9,920	0	1984/94	6.7	\$53.20
3	Crest Bible Church 4835 Gibbs Rd	Kansas City, KS	01/15/10	\$475,000	8,500	0	1950	14.9	\$55.88
4	Northland Lutheran 7112 Overland Dr	Kansas City, MO	12/11/09	\$565,000	9,734	0	1973	10.2	\$58.04
Sub	Subject Property 5050 Rainbow Blvd	Westwood, KS	-	-	8,217	2,982	1951/62	9.7	-

More detailed descriptions of the sale properties are included in the **DOCUMENTS** section. The locations of the sale properties are shown on the following location map.



Improved Sale Location Map

Westwood Christian Church**Sales****Adjustment Grid**

The table below illustrates the adjustments considered necessary for each sale. An explanation of the applied adjustments follows the grid.

Category	Subject	1	2	3	4
Above Grade SF	8,217	7,980	9,920	8,500	9,734
Basement SF	2,982	7,980	0	0	0
Site (SF)	79,665	71,848	66,111	126,324	99,316
Yr built	1951/62	1947	1984/94	1950	1973
LTB Ratio	9.7	9.0	6.7	14.9	10.2
Date of Sale	-	07/25/11	02/24/11	01/15/10	12/11/09
CE Sale Price	-	\$560,000	\$527,750	\$475,000	\$565,000
Price per SF	-	\$70.18	\$53.20	\$55.88	\$58.04
	-	\$35.09	\$53.20	\$55.88	\$58.04
Transaction Adjustments					
Property rights	-	0%	0%	0%	0%
		\$70.18	\$53.20	\$55.88	\$58.04
Finance terms	-	0%	0%	0%	0%
		\$70.18	\$53.20	\$55.88	\$58.04
Conditions of sale	-	0%	0%	0%	0%
		\$70.18	\$53.20	\$55.88	\$58.04
Buyer's expenditures	-	0%	0%	0%	0%
		\$70.18	\$53.20	\$55.88	\$58.04
Market conditions	-	0%	0%	0%	0%
Adjusted \$/SF		\$70.18	\$53.20	\$55.88	\$58.04
Physical Characteristics					
L/B Ratio / Parking	9.7	0%	5%	-10%	0%
Location	Westwood	0%	0%	0%	0%
Size-GBA	8,217	0%	0%	0%	0%
Age/Condition	1951/62	5%	-10%	0%	0%
Quality/Utility	Average	0%	10%	0%	0%
Other	Basement	-20%	10%	10%	10%
<i>Gross adjustment</i>		25%	35%	20%	10%
<i>Net adjustment</i>		-15%	15%	0%	10%
Adjusted Value per SF		\$59.65	\$61.18	\$55.88	\$63.85

Transaction Adjustments*Property Rights, Financing Terms*

All the sales involved the fee simple property rights at market terms, so no property rights adjustments are applied. Furthermore, no unusual financing terms are known to have affected the sales, so no financing adjustments are applied.

Conditions of Sale

No unusual conditions of sale are known to have affected the sale prices, so no adjustments are applied for conditions of sale.

Buyer Expenditures

No adjustments are necessary for buyer expenditures.

Market Conditions

The sales occurred in 2009, 2010 and 2011. Although market conditions seem to be improving from their low point in 2009, it is difficult to discern any increase or decrease in market value attributable to market conditions. Overall, the sales are considered contemporary with the effective date of value, so no adjustments are applied for market conditions.

Characteristics Adjustments*Land-to-Building Ratio*

The land-to-building ratio is the ratio of land area to building area. The sales range from 6.7 to 14.9, which brackets the subject's ratio of 9.7 to one. Sale 2 forms the low end of the range and is slightly inferior to the subject; a minor upward adjustment is applied to Sale 2. The upper end of the range is formed by Sale 3, which is somewhat superior to the subject in this respect, so Sale 3 is adjusted downward. Sales 1 and 4 are sufficiently similar to the subject property, and no further adjustments are applied.

Location/Access

The sale properties vary with regard to location/access. They are located across the Metro area, but each sale is either near interstate access or very near the subject property in the case of Sale 1. Considering the subject's specific use as a church, it is difficult to discern any significant differences attributed to location. However, please note that Sale 1 is adjacent to the east of the subject property.

Building Size (SF)

The subject property (8,217 SF) is bracketed by the improved sales (7,980 SF to 9,920 SF). These figures refer to above grade square footage; basement spaces are considered under a different heading. Given the similarities between the subject property and the sale properties, no adjustments are necessary for size.

Age/Condition

The subject property was constructed in 1951 with an addition in 1962, and it is in average but dated condition, which is not uncommon for church properties. The sale properties are also older churches, generally similar to the subject property in age/condition. Sale 1 reportedly had deferred maintenance (about \$30,000), so a minor upward adjustment is applied to Sale 1. Sale 2 is the newest building, constructed as a shell office building in 1984 and finished as a church in 1994. Sale 2 is considered somewhat superior to the subject and is adjusted downward for age/condition. No further adjustments are considered necessary.

Quality/Utility

Sale 2 was originally constructed as an office building but never finished. About ten years later, the shell office building was finished as a church. Since it was not designed as a church, Sale 2 is considered somewhat inferior to the subject property in quality and utility. Sale 2 is adjusted upward for quality/utility. No additional adjustments are considered necessary.

Other

The subject property has an unfinished basement with 2,982 SF of space, which adds some utility to the building. Sale 1 has a full, finished basement with kitchen, fellowship hall, classrooms, etc. Consequently, Sale 1 is adjusted downward for its superior finished basement. Sales 2, 3, and 4 do not have basements, so they are inferior to the subject property and are adjusted upward.

Conclusion

The adjusted sale prices are arrayed in the following table.

#	Adj. \$/SF	Indication
3	\$55.88	\$459,185
1	\$59.65	\$490,137
2	\$61.18	\$502,722
4	\$63.85	\$524,642
Average	\$60.14	\$494,171
Median	\$60.41	\$496,429

The indicated range of value is \$460,000 to \$520,000, rounded. Collectively, the sales are similar to the subject and provide a reasonable indication of value. Given the subject's physical characteristics, the concluded value is trended toward the middle of the range to \$500,000, near the average of the four improved sales. This value addresses the subject property as it is currently improved with a church building; it is discussed further in the Highest and Best Use section.

VALUE ESTIMATE: AS IMPROVED

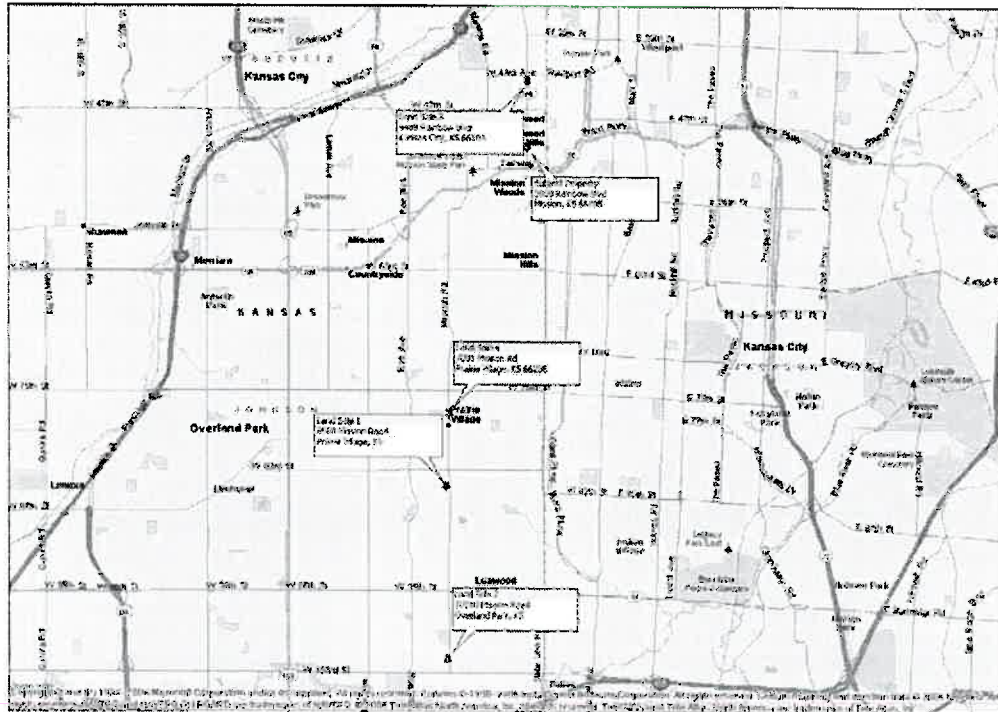
\$500,000

VACANT LAND ANALYSIS

The market was researched for sales of vacant land in the subject's submarket. However, the subject's location in Northeast Johnson County is a well-established area that is essentially fully developed. Most vacant land in the immediate neighborhood was developed decades ago. Consequently, it was necessary to consider some older sales (Sales 3 and 4) as well as a sale that is much larger than the subject property (Sale 1). The following sales were included for their infill locations in established areas of Johnson and Wyandotte Counties. The unit of comparison is the price per square foot of site area.

#	Property Name	Address/Location	SF	Date	Price	\$/SF	Zoning
1	Fmnr Mission Valley	8500 Mission Rd, Prairie Village, KS	802,747	6/20/2011	\$4,935,000	\$6.15	R-1A
2	Olson Trust	10210 Mission Rd, Overland Park, KS	91,736	6/24/2009	\$560,000	\$6.10	R-1
3	Boulevard Row	4409 Rainbow Blvd, Kansas City, KS	55,879	5/16/2005	\$240,000	\$4.29	R-1b
4	Crescent Court	7801 Mission Rd, Prairie Village, KS	42,525	11/22/2003	\$300,000	\$7.05	RP-1b
Sub.	Subject Property	5050 Rainbow Blvd, Westwood, KS	79,665	-	-	-	R-1

Sale 1 is a former middle school purchased for potential redevelopment; the developer has pursued plans with densities higher than single-family (assisted living, etc.). Sale 2 is the sale of a large single-family lot on Mission Road (a major thoroughfare), similar to the subject in size. Sale 3 is an older sale of a site north of the subject on Rainbow Boulevard purchased for development of twelve townhomes. Sale 4 is the oldest sale, but it was a small site purchased for development of five, high-value, single-family villas. These sales are generally similar to the subject site in potential residential use and general location.



Land Sale Location Map

Adjustment Grid

The table below illustrates the adjustments considered necessary for each sale. An explanation of the applied adjustments follows the grid.

LAND SALES ADJUSTMENT GRID					
	SUBJECT	1	2	3	4
Sales Date	Current	6/11	6/09	5/05	11/03
Sales Price	-	\$4,935,000	\$560,000	\$240,000	\$300,000
Land SF	79,665	802,747	91,736	55,879	42,525
Sale Price per SF	-	\$6.15	\$6.10	\$4.29	\$7.05
Transaction Adjustments					
Property Rights	Fee Simple	0%	0%	0%	0%
Financing Terms	Cash to Seller	0%	0%	0%	0%
Conditions of Sale	Normal	0%	0%	0%	0%
Buyer's Expenditures	-	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal		\$6.15	\$6.10	\$4.29	\$7.05
Market Conditions	-	0%	0%	0%	0%
Adjusted Price Per SF		\$6.15	\$6.10	\$4.29	\$7.05
Physical Charac. Adj's.					
Location	Westwood	0%	0%	20%	0%
Size in SF	79,665	0%	0%	0%	0%
Functional Utility	Average	0%	0%	0%	0%
Zoning/Use	R-1/Residential	0%	0%	0%	0%
Gross Adjustment		0%	0%	20%	0%
Net Adjustment		0%	0%	20%	0%
Adjusted Price per SF		\$6.15	\$6.10	\$5.15	\$7.05

Transaction Adjustments*Property Rights*

All the sales involved the transfer of fee simple property rights at market terms, so no adjustments are applied.

Financing

All sales were purchased with cash or its equivalent, so no adjustments are applied for financing.

Conditions of Sale

No unusual conditions of sale were known to have affected the sales.

Buyer's Expenditures

The sale prices already include adjustments for demolition costs, if necessary, so no further adjustments are applied.

Market Conditions

The sales occurred in 2003, 2005, 2009, and 2011. Market conditions varied considerably over this time period with generally rising market conditions through 2007 with a major downturn in 2008/2009 and generally flat conditions since the downturn. The subject's location in a well-established market area with little land available is a stabilizing factor as land values in these areas are often less volatile due to limited supply. The sale prices in this data set are relatively similar across this wide timeframe. Overall, no adjustments are considered necessary for market conditions.

Physical Adjustments*Location*

Sale 3 is located in Wyandotte County, which is considered somewhat inferior to the subject property's location in Johnson County, so Sale 3 is adjusted upward for location. Sales 1, 2, and 4 are considered more similar to the subject property with their locations along Mission Road in Johnson County. No further location adjustments are applied.

Size

The subject property is 79,665 SF, which is bracketed by the land sales at 42,525 SF to 802,747 SF. In general, larger tracts tend to sell for a lower price per unit due to fewer potential buyers/users, higher development costs, and longer time horizons common with larger projects. However, this data set does not indicate the need for a size adjustment. In particular, Sales 1 and 2 are very similar in location and vary widely in size, yet their sale prices per SF are very similar. Overall, Sales 2, 3, and 4 are relatively similar to the subject in size, and despite the much larger size of Sale 1, the data suggests no size adjustment is necessary in this case. Therefore, no size adjustments are applied.

Functional Utility

The subject property and the sale properties have adequate functional utility for a variety of residential uses, so no adjustments are applied.

Zoning/Use

Each property is zoned for residential uses, sufficiently similar to the subject property, so no adjustments are applied for zoning/use.

Conclusion

The adjusted sale prices are arrayed in the following table.

ADJUSTED RANGE OF SALE PRICES		
Sale No.	Unit Price	Appl. To Subject
3	\$5.15	\$410,593
2	\$6.10	\$486,313
1	\$6.15	\$489,752
4	\$7.05	\$562,011
Mean	\$6.12	\$487,167
Median	\$6.13	\$488,032
Minimum	\$5.15	\$410,593
Maximum	\$7.05	\$562,011

After adjustments the land sales indicate a range of value of approximately \$5/SF to \$7/SF with an average of roughly \$6/SF. The subject property has a good location in an established residential area that is centrally located within the Metro. Given the previous analysis and the characteristics of the subject site, the estimated land value is trended toward the middle of the range for a final estimate of \$500,000, rounded, which equates to \$6.28/SF for 79,665 SF of land area. This value addresses the value of the land as though vacant; it is discussed further in the Highest and Best Use section.

VALUE ESTIMATE: VACANT LAND

\$500,000

Bliss Associates, LLC
Real Estate Valuation
and Professional Services

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Kansas City, MO 64106-2145
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816-221-9101 fax

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St. Louis, MO 63131-0275
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Via email: Ryan Denk <rdenk@mvplaw.com>

September 5, 2013

Ryan Denk
Attorney at Law
McAnany, Van Cleave & Phillips, P.A.
10 E. Cambridge Circle Drive, Suite 300
Kansas City, KS 66103

RE: Westwood Christian Church
5050 Rainbow Blvd.
Westwood, KS 66205

Dear Mr. Denk:

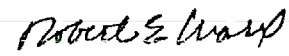
This letter is our proposal to appraise the referenced property. The purpose of the appraisal is to estimate fair market value. Real property interest to be valued is the fee simple estate. The effective date of the appraisal will be the date of inspection (current). The intended use, or function, of the appraisal is for a possible purchase by the City of Westwood. The intended users are you and the City of Westwood. The appraisal will conform to Uniform Standards of Professional Appraisal Practice (USPAP). The proposed scope of work includes the development of the cost and sales comparison. Particular attention will be paid to the land value. The reporting will be narrative style and the summary type format.

The cost of the assignment is \$3,000 on a flat-fee basis. This fee is based upon an estimated 20 hours required to complete the assignment at our blended hourly rate of \$150 per hour (rounded). We will furnish one electronic copy (PDF format) and three color copies of the appraisal report. Barring unforeseen circumstances, the appraisal will be completed within three to four weeks of your signed acceptance.

Our terms are net 30 days of report delivery. Please have the responsible part sign and return this letter to engage this assignment.

Thank you for considering Bliss Associates.

Sincerely,
Bliss Associates, LLC


Robert E. Marx, MAI, SRA
Vice President

Understood and Agreed to:

Name of Responsible Party

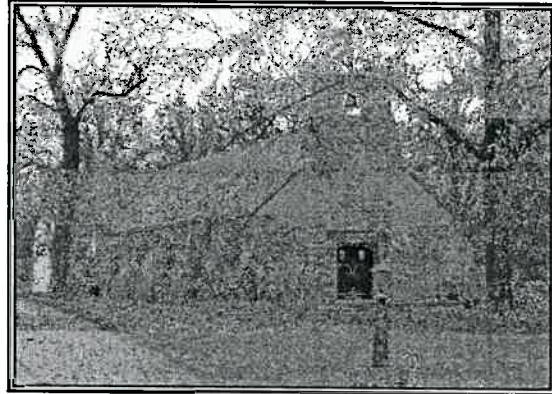
Date

COMPARABLE SALE NO. 1

**Assembly/Meeting Place
Religious Facility**

Former Westwood Lutheran Church
5035 Rainbow Blvd
Mission Woods, KS 66205

BlissWorld No. 116909



West Elevation

Transaction

Sale Price:	\$600,000	Sale Date:	7/25/2011
Analysis Price:	\$560,000	Deed No.:	COV 347548
Conditions of Sale:	Arm's Length		
Seller:	Westwood Lutheran Church of Johnson County		
Buyer:	Roman Catholic Archdiocese of Kansas City		
Terms:	Market		

The analysis price of the real estate is \$560,000 reflecting the \$40,000 allocated by the seller to furniture, pianos, organ, and statues.
Note: There is a 1,704 SF house (built in 1951) and 2 car attached garage not included in the GBA.

Analysis

Price / SF Building: \$70.18

Building

Building SF:	7,980	Effective Year Built:	1947
Year Built:	1947		

Land

SF:	71,848	Topography:	Level
Zoning:	R-1		
Tax ID:	MP10000000-0001		
Subdivision:	Holmesland		

The subject suffered from some deferred maintenance estimated at \$30,000 according to the broker. Subject located along the east side of Rainbow Blvd. One story masonry building with a full, finished basement. Basement area has kitchen, fellowship area, classrooms and restrooms. The finished basement area is in addition to the square footage of 7,980 SF. There is a basic house in the rear that is not included in the square footage (1,704SF) but has little if any contributory value.

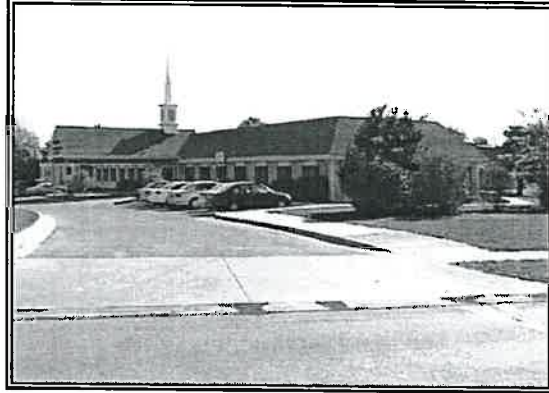
COMPARABLE SALE NO. 2

**Assembly/Meeting Place
Religious Facility**

Religious Facility
8865 Bourgade Ave
Lenexa, KS 66219

BlissWorld No. 13160

North Elevation



Transaction

Sale Price:	\$527,750	Sale Date:	2/24/2011
Seller:	Celebration Community Church, Inc.	Book:	201102
Buyer:	North Point Community Church, Inc	Page:	6547

Analysis

Price / SF Building: \$53.20

Building

Building SF:	9,920	Land / Bldg. Ratio:	7.10
# Parking Spaces:	47	Year Built:	1994
Quality:	Average	Condition:	Average To Good
Exterior Walls:	Stucco		

Land

SF:	66,111	Topography:	Rolling Land
Acres:	1.52	Utilities - Water:	Yes
Net SF:	70,000	Utilities - Gas:	Yes
Net Acres:	1.60	Utilities - Sewer:	Yes
Zoning:	Np-o	Utilities - Electric:	Yes
Shape:	Irregular		
Frontage:	469.00		
Depth:	270.00		
Easements:	Typical		
Tax ID:	IP43900000 0003		
Legal:	Pt. of the NEQ of S32, T12S, R24E, Lenexa, JoCo.KS		
Section: 32	Township: 12	Range: 24	Quarter Section: NE
Subdivision: Loiret Office Park			Lot: 3 & 6

This property is located on the northeast corner of 89th Street and Bourgade Avenue. The site is highly irregular in shape and contains a gross area of 95,423 SF. However, the southwestern portion of the site is improved with a storm water retention pond. This pond encompasses approximately 25% to 30% of the gross site area. Thus, the net site area is estimated to be approximately 70,000 SF. The improvements consist of a 9,920 SF church facility with a sanctuary (256 seating capacity) offices, classrooms, kitchen and restrooms. The building is a wood frame structure with stucco board exterior walls, slab foundation and built-up roof with composition mansard. The building shell (roof & ext. walls) was constructed in approximately 1984 (intended to be an office building), but remained vacant until the Lenexa Baptist church acquired the property and finished it into a church

facility in 1993-94. There is an asphalt paved parking area striped for approximately 90 cars. The indicated L/B ratio (based on net site area) is 7.1 to 1.

COMPARABLE SALE NO. 3

**Assembly/Meeting Place
Religious Facility**

Church
4835 Gibbs Rd
Kansas City, KS 66106

BlissWorld No. 118167



North Elevation

Transaction

Sale Price:	\$475,000	Sale Date:	1/15/2010
Seller:	Christ Bible Church	Book:	4857
Buyer:	New Life Fellowship Church	Page:	601

Analysis

Price / SF Building: \$58.07

Building

Building SF:	8,500	Year Built:	1950
Quality:	Average	Condition:	Average
Const. Class:	Class D	Exterior Walls:	Brick
Parking Surface:	Tar & Gravel		

Land

SF:	126,324	Topography:	Gently Sloping
Zoning:	R-1	Utilities - Water:	Yes
Frontage:	199.50	Utilities - Gas:	Yes
Depth:	633.75	Utilities - Sewer:	Yes
		Utilities - Electric:	Yes
Tax ID:	915610		
Section: 36	Township: 11	Range: 24	Quarter Section: NE

The property is located between 47th and 48th Streets on the south side of Gibbs Road about one quarter mile east of I-635. Gibbs Road has no interchange with I-635 and access is circuitous. The property has 199.5 ft. of frontage and is 633.75 ft. deep. It slopes down gently from the frontage to the south. The site contains 126,441 SF of land area and is zoned R-1. There a gravel paved lot on the south side of the church with parking for 60 to 80 cars.

The improvements consist of an 8,180 SF church including 4,090 SF of finished lower level space that is walkout. The upper level consists of a sanctuary and some classroom space. The lower level has classrooms, and small fellowship hall and a kitchen. The HVAC was replaced in 2009 and 3 new furnaces were installed in 2003. The kitchen was also remodeled in 2009 and is fully equipped.

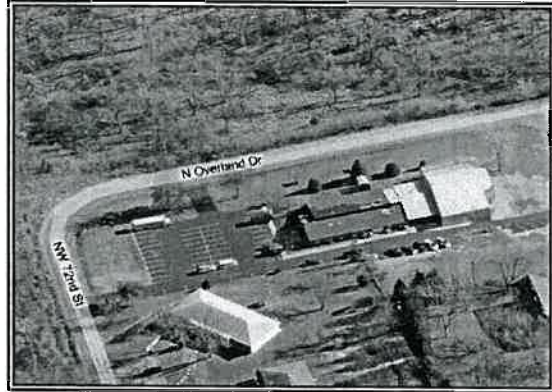
There are also two single family residences that are used as classroom and office space.

COMPARABLE SALE NO. 4

**Assembly/Meeting Place
Religious Facility**

Northland Lutheran Church/School
7112 Overland Dr
Kansas City, MO 64151

BlissWorld No. 113918



Transaction

Sale Price:	\$565,000	Sale Date:	12/11/2009
Seller:	Rolling Hills Community Church	Deed No.:	2009017763
Buyer:	Northland Lutheran School Assoc., Inc.	Book:	1150
		Page:	690

The buyer spent a reported \$750k in remodeling and a 9,501 SF expansion.

Analysis

Price / SF Building: \$58.04

Building

Building SF:	9,734	Year Built:	1973
Quality:	Average	Condition:	Average
Exterior Walls:	Brick		

Land

SF:	99,316	Utilities - Water:	Yes
Acres:	2.28	Utilities - Gas:	Yes
Zoning:	R-7.5	Utilities - Sewer:	Yes
		Utilities - Electric:	Yes
Tax ID:	19-4.0-19-100-001-001		
Section: 19	Township: 51	Range:	33

The property is located at the southeast corner of 72nd Street and Overland Dr. in Kansas City Mo. The site has 160 ft. of frontage along 72nd Street and 430 ft. along Overland Dr. and contains 68,800 SF. The site is level topography and is zoned for residential use.

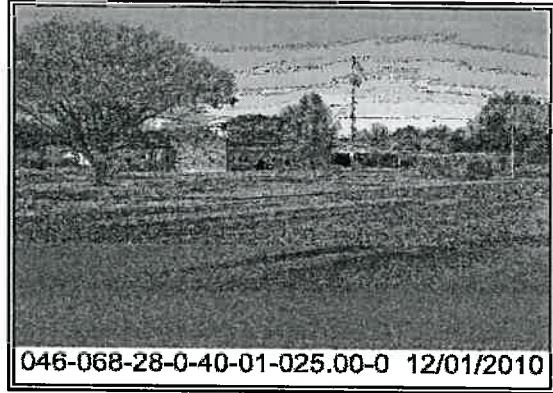
The original building was constructed in 1973 and had an addition in 2002. A 9,501 SF addition was built in 2009 and the total gross building area after the expansion is 19,235 SF.

COMPARABLE SALE NO. 1

**Land
Planned Development (PUD)**

Mission Chateau (formerly Mission Valle)
8500 Mission Rd
Prairie Village, KS 66208

BlissWorld No. 114221



Transaction

Sale Price:	\$4,435,000	Sale Date:	6/20/2011
Analysis Price:	\$4,935,000		
Conditions of Sale:	market		
Interest Conveyed:	Fee Simple		
Seller:	SMSD		
Buyer:	MVS, LLC (Tuterra)		
Terms:	cash to seller		

Buyer has proposed several redevelopment projects all with greater density than single family subject to rezoning. Considerable opposition to the rezoning still pending. In 2013 the footprint was proposed at approx. 185,000 SF.

Analysis

Price / SF Land: \$6.15

Land

SF:	802,747	Topography:	Level
Acres:	18.43		
Zoning:	R-1A		
Shape:	Irregular		
Tax ID:	0460682804001025000		
Legal:	Block 1, Meadowbrook Junior High School Plat		

COMPARABLE SALE NO. 3

**Land
Multi-Family
Duplex & 3-4 Plex**

Boulevard Row TH Assemblage
4409 Rainbow Blvd
Kansas City, KS 66103

BlissWorld No. 95429



2010 Aerial Photography

Transaction

Sale Price:	\$235,000	Sale Date:	05/16/2005
Analysis Price:	\$240,000	Deed No.:	WD
Conditions of Sale:	Market		
Seller:	three sellers		
Buyer:	Boulevard ROW		
Terms:	cash to seller		

The buyer razed the house at 4455 Rainbow at an estimated cost of \$5,000 making the effective price \$240,000 or \$4.29 per SF. The assemblage contains three discontinuous pieces: the largest is 4455-4463 Rainbow with 31,609 SF. The other two pieces are separate by four houses, three of which are contiguous and north of the largest piece. The buyer intends to build 12 townhomes/condos on the largest piece. rem

Analysis

Price / SF Land: \$4.20

Land

SF:	55,879	Topography:	Level
Acres:	1.28	Utilities - Water:	Yes
Zoning:	R1b	Utilities - Gas:	Yes
Shape:	3 Pieces	Utilities - Sewer:	Yes
Frontage:	412.00	Utilities - Electric	Yes
Depth:	136.00		

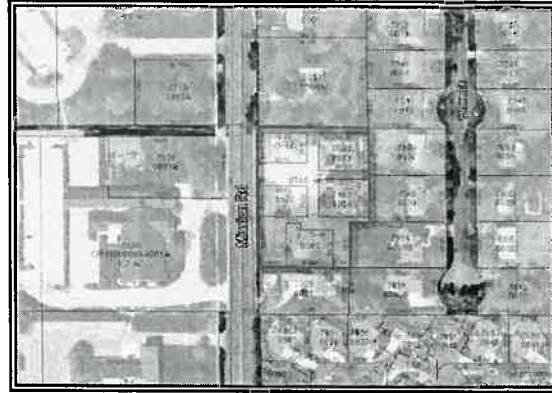
This property consists of three tracts in an assemblage. The largest piece contained three parcels: 4409; 4425,27,45; and 4459,61,63. Two smaller pieces were added: 60 ft. in 4455 and 40 ft. in 4457. rem

COMPARABLE SALE NO. 4

Land
Subdivision-Residential

Crescent Court
7801 Mission Rd
Prairie Village, KS 66208

BlissWorld No. 82514



2012 Aerial Photography

Transaction

Sale Price:	\$300,000	Sale Date:	11/22/2003
Conditions of Sale:	Arm's Length	Deed No.:	Warranty Deed
Seller:	Fred N. Coulson, III		
Buyer:	Robert W. Royer		
Terms:	Cash to seller		

The sale consists of two contiguous tract that were recently assembled by the seller and are under contract for a total price of \$300,000.

Analysis

Price / SF Land:	\$7.05	Price / Acre Land:	\$306,122
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Land

SF:	42,525	Topography:	Rolling Land
Acres:	0.98	Utilities - Water:	Yes
Net Acres:	0.90	Utilities - Gas:	Yes
Zoning:	Rp1-b	Utilities - Sewer:	Yes
Shape:	Irregular	Utilities - Electric:	Yes
Frontage:	246.00	Improvements:	Proposed
Easements:	Typical	Highest&Best Use:	Sfr
Tax ID:	OP27000000 0005A/0002		
Legal:	Meadow View, Lot 5		

The site is located on the east side of Mission Road, approximately one block north of the intersection of 79th Street and Mission Road. The site is proposed for development with 5 single family villa homes to be priced from \$800,000 to \$950,000.



JOHN T. ROBERTSON, MAI

Certifications

- Member Appraisal Institute (MAI) No. 12435
- Missouri State Certified General Real Property Appraiser No. 2002014940
- Kansas State Certified General Real Property Appraiser No. G-1780

Experience

- 14 years of full-time real estate appraisal experience involving a variety of property types: vacant land, retail, office, industrial, multi-family, and special-use
- October 2005 to Present – Associate Appraiser, Bliss Associates, LLC, Kansas City, Missouri

Formal Education

- Bachelor of Arts in English & Secondary Education
Rockhurst College, Kansas City, Missouri

Professional Affiliations

- Designated Member—Appraisal Institute (2006 to present)
- Associate Member—Appraisal Institute (2002 to 2006)
- Co-Chair of Associate Member Guidance Committee—Appraisal Institute (2009)

Course Work & Seminars

- October 2001 – Lowman & Co.: Income Capitalization Overview
- October 2001 – AI Course: 310: Basic Income Capitalization
- November 2001 – AI Course 410: USPAP: Part A
- May 2002 – AI Course 520: Highest & Best Use and Market Analysis
- February 2003 – AI Course 510: Advanced Income Capitalization
- November 2003 – AI Course 420: Business Practices and Ethics
- February 2004 – AI Course 540: Report Writing and Valuation Analysis
- June 2004 – AI Course 530: Advanced Sales Comparison and Cost Approaches
- January 2005 – AI Course 550: Advanced Applications
- July 2005 – Ted Whitmer Comprehensive Appraisal Workshop
- March 2006 – AI Seminar: Market Analysis and the Site to Do Business
- February 2007 – AI Seminar: Evaluating Commercial Construction
- January 2008 – AI Seminar: Appraisal Review – General
- October 2008 – AI Seminar: Valuing Green Buildings
- May 2009 – AI Seminar: Marshall & Swift Commercial Cost Training
- May 2010 – IAAO Seminar: Hotel Appraisal Seminar
- October 2010 – AI Seminar: Appraisal Curriculum Overview (2-day General)
- September 2011 – AI Seminar: Introduction to Conservation Easement Valuation
- December 2011 – AI Seminar: Small Hotel/Motel Valuation
- December 2011 – AI Seminar: Analyzing Operating Expenses
- December 2011 – AI Seminar: Business Practices and Ethics
- September 2012 – AI Seminar: Analyzing Tenant Credit Risk and Commercial Lease Analysis
- November 2012 – AI Seminar: Marketability Studies: Six-Step Process & Basic Applications
- Uniform Standards of Professional Appraisal Practice (USPAP Update)**
(**taken every 2 years as required)

10



March 24, 2014

Mr. John M. Yé
Mayor
City of Westwood, Kansas
4700 Rainbow Boulevard
Westwood, Kansas 66205

**RE: Westwood Christian Church- Phase I Environmental Site Assessment
5050 Rainbow Boulevard
Westwood, Kansas 66205
KCTE Project Number: E-14-030**

Dear Mr. Yé:

Kansas City Testing & Engineering, LLC (KCTE) is pleased to provide the City of Westwood, Kansas with the results of our Phase I Environmental Site Assessment (ESA) for the above-referenced property. Our services were provided in general accordance with the requirements of the American Society for Testing and Materials (ASTM) E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. If there are questions regarding this report, or a need for further information, please contact the KCTE office at 913-321-8100.

Respectfully submitted,

Kansas City Testing & Engineering, LLC

A handwritten signature in black ink, appearing to read 'Nick Godfrey'.

Nick Godfrey
Environmental Scientist / Project Manager

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Westwood Christian Church
5050 Rainbow Boulevard
Westwood, Kansas 66205

Prepared For:

City of Westwood, Kansas
4700 Rainbow Boulevard
Westwood, Kansas 66205

Prepared By:

Kansas City Testing & Engineering, LLC
1308 Adams Street
Kansas City, Kansas 66103
(913) 321-8100

March 24, 2014



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- Appendix G: Site Photos
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1.0 EXECUTIVE SUMMARY

A Phase I Environmental Site Assessment (Phase I ESA) was performed for the subject property which consists of the Westwood Christian Church located at 5050 Rainbow Boulevard in Westwood, Kansas. The Westwood Christian Church is located on an approximately 1.7 acre lot generally located in northeast Johnson County near the Missouri state line. The property is located adjacent north of West 51st Street and west of Rainbow Boulevard. The property is currently under acquisition by the City of Westwood, Kansas from The Disciples of Christ of Greater Kansas City for future and unspecified use by the City.

Visual Reconnaissance – The subject property was visited by Mr. Nick Godfrey and Mr. Andrew Michael on March 12, 2014. The purpose of the site reconnaissance was to note visual evidence of recognized environmental conditions (RECs) and consisted of walking and observation of the subject property and surrounding sites. During the reconnaissance, no evidence of hazardous materials or petroleum products thought to be considered a REC to the subject property was observed. No evidence of any REC was identified during the visual reconnaissance.

Historical Information – Based on a review of historic aerial photographs, and interviews with current and past owners, the subject property has historically been home to the Westwood Christian Church of Westwood, Kansas. The original structure was constructed in the mid 1950s. A second chapel was added to the south side of the church in 1962. Since that time the church structure has remained relatively unchanged up to the present date. Since its inception the subject property has only been home to the Westwood Christian Church. Additionally, the church had owned the property outright since its inception up until early 2014, at which point ownership was transferred to the parent organization of the church, the Christian Church (Disciples of Christ) of Greater Kansas City. No evidence of REC was identified during the review of historical information.

Database Onsite and Off Site – A current review of regulatory databases found one Resource Conservation and Recovery Act- Large Quantity Generator (RCRA-LQG), two Underground Storage Tank (UST) sites, one Aboveground Storage Tank (AST) site, seven Leaking Underground Storage Tank (LUST) sites, and one Historical Dry Cleaner site within the general vicinity of the subject property. In total, there were 12 identified database listings for facilities that could be mapped within the search radii of the subject property, as well as 6 database listings for “non-geocoded” or “orphan” facilities that, because of poor or inadequate address information, could not be mapped. Upon review of the available resources acquired by KCTE in regards to these 18 listings, it has been determined that none of these sites poses a REC to the subject property.

Evaluation - KCTE has performed a Phase I ESA in accordance with the requirements the All Appropriate Inquiries Rule, established by the USEPA and set forth in 40 C.F.R. Part 312, the ASTM Standard Practice for Environmental Site Assessments: Phase I for Environmental Site Assessments Process, Designation E 1527-13, for the subject property described as the Westwood Christian Church located at 5050 Rainbow Boulevard in Johnson County, Westwood, Kansas. Any exceptions to, or deletions from, this practice are described in Section 2.3 and 9.0 of this report.

This assessment has revealed no evidence of recognized environmental conditions in connection with the subject property.

The summary presented above is general in nature and should not be considered apart from the entire text of the report, with all the qualifications and considerations mentioned therein. Details of our evaluation and recommendations are discussed in the following sections and in the appendices of this report.

2.0 INTRODUCTION

2.1 PURPOSE

The purpose of this Phase I Environmental Site Assessment (Phase I ESA) was to evaluate the subject property known as the Westwood Christian Church, which occupies approximately 1.7 acres worth of land located at 5050 Rainbow Boulevard in Johnson County, Westwood, Kansas, for conditions of potential environmental liability to the User of this report. The Phase I ESA provides a preliminary information base for an evaluation of existing conditions in accordance with the requirements contained in the All Appropriate Inquiries Rule, established by the USEPA and set forth in 40 C.F.R. Part 312, the ASTM Standard Practice for Environmental Site Assessments: Phase I for Environmental Site Assessments Process, Designation E 1527-13.

The purpose of this practice is to define good commercial and customary practice in the U.S. for with respect to a range of contaminants within the scope of Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601) and petroleum products. As such, this is intended to satisfy the user of one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability (landowner liability protections).

The conclusions of this submittal are based upon readily available data and are intended to present a general opinion of environmental conditions that could affect the property. The report has been prepared for internal purposes only, and is not intended for the purpose of fulfilling government reporting requirements.

2.2 SPECIAL TERMS AND CONDITIONS/SCOPE OF SERVICES

KCTE was contracted by to conduct a Phase I ESA of the above-referenced subject property in accordance with the practice defined by ASTM E 1527-13. The ESA was performed to identify recognized environmental conditions (REC) associated with the subject property, and consisted of a site reconnaissance, interviews and a review of available information in connection with the property and nearby properties.

The term REC means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions.

A written report was prepared for submission to The City of Westwood, Kansas summarizing the results of this evaluation and provides recommendations, if any, for further evaluation. The report included the following items, to the extent considered appropriate, to assess the referenced location of potential risk for environmental impairment liability, and within the designated work scope of this evaluation.

1. Identified the subject property location and performed a walkover visual reconnaissance.
2. Reviewed historical ownership and use of the subject property, incorporating such available information as historical aerial photographs, plat maps, fire insurance maps, land use history and/or interviews.
3. Reviewed the use of the subject property and adjacent sites, where accessible, for use of hazardous waste/materials, solid wastes and other deleterious materials.
4. Reviewed information as it was reasonably ascertainable for past inspections, investigations, claims, agency actions or litigation relating to hazardous materials, from the sources identified below.
5. Evaluated information based on visual reconnaissance and information obtained from standard federal and state environmental record sources and from reasonably ascertainable additional state or local environmental sources.
6. Observed existing chemical containers, vessels, transformers or other equipment on the subject property for indications of leakage, PCB, chemical and petroleum content designation.
7. Provided photographs of site conditions during the reconnaissance.
8. Provided a site layout and areas of concern, if any.
9. Performed a visual reconnaissance and historical review to identify potential recognized environmental conditions in connection with the subject property.

2.3 LIMITATIONS

The Phase I ESA involved a reconnaissance of the subject property and adjoining sites, and a review of regulatory and historical information in accordance with the ASTM Practice. No soil, water, air, radon, or other chemical sampling, testing or contaminant screening was conducted.

KCTE has performed the services in a manner consistent with that level of care and skill ordinarily exercised by other members of our profession currently practicing in the same locality and under similar conditions, within the limitations of ASTM E 1527-13 standard, the All Appropriate Inquires Rule established by the U.S. Environmental Protection Agency (40 C.F.R. Part 312). The findings of this Phase I ESA are not intended to serve as an audit of health and safety or compliance issues pertaining to improvements or activities on-site.

For these services, KCTE utilized information provided by Environmental Data Resources Inc. (EDR) for records review. While these databases provided by EDR are generally reliable and comprehensive, cases in which data are out of date and no longer reflect actual property conditions may occur. KCTE is not responsible or liable for the discovery and elimination of hazards not identified in this report that may potentially cause damage, accidents or injuries. All observations and conclusions pertaining to environmental conditions at the subject property are necessarily limited to conditions observed, and/or materials reviewed at the time this study was undertaken. No other warranty, expressed or implied, is made with regard to the conclusions and recommendations presented within this report.

This report is certified to, can be relied upon by, and has been prepared for the exclusive use of the following entities: The City of Westwood, Kansas and McAnany, Van Cleave & Phillips, P.A. These entities can convey this report to an affiliate, related entity, subsidiary, lender, title insurer, city agency or current property owner(s) and their agents, but further dissemination requires prior written approval from KCTE. This report is not intended to be used or relied upon in connection with other projects or by other unidentified third parties. Any third party use, or reliance on this report, shall be limited by the terms and conditions in the original contract, the exceptions and limitations in the report, and with the acknowledgment that actual site conditions may change with time, and that hidden conditions may exist at the site that were not discoverable within the scope of the assessment.



3.0 SITE DESCRIPTION

3.1 LOCATION AND LEGAL DESCRIPTION

The subject property is described as the Westwood Christian Church, which includes a church, parking lot, and associate land located at 5050 rainbow Boulevard in Johnson County, Westwood, Kansas. The subject property is located in northeastern Johnson County near the Missouri state line and constitutes approximately 1.7 acres of land. The general vicinity of the subject property includes a school, a city park, and several residential neighborhood developments. The approximate center point of the subject property is located at 39.036471° north latitude and -94.612455° west longitude (Google Earth 2014). Site Location and Layout Maps are included in Appendix A of this report.

The legal description is as follows:

Lots 12, 13, and 14, KLASSIN PLACE, and all of the East 268.58 feet of Lot 8, HOMESLAND, except for the East 23 feet thereof, all in Johnson County, Kansas.

3.2 CURRENT USE(S) OF THE PROPERTY & ADJOINING PROPERTIES

The subject property is currently home to the former Westwood Christian Church of Westwood, Kansas. Adjoining properties were visually examined from public access right-of-ways and a cursory walk of the properties to make an assessment of the current land use and its potential for recognized environmental conditions that may have an impact on the site. Reconnaissance of adjoining properties was performed by viewing land use from legal boundaries or walking onto or by walking upon the adjoining properties that were legally accessible. Adjoining development to the site is as follows:

North: City of Westwood Park and West 50th Street Beyond

East: Rainbow Boulevard, St. Rose Philippine Catholic Church, and Single-Family Residential Properties Beyond

South: West 51st Street and Single-Family Residential Properties Beyond

West: Westwood View Elementary School and Single-Family Residential Properties Beyond

3.3 DESCRIPTIONS OF STRUCTURES, ROADS, OTHER IMPROVEMENTS ON THE SITE

The subject property is situated west of Rainbow Boulevard and north of West 51st Street in Westwood, Kansas. The property is accessible from both these roads: from Rainbow Boulevard to the east and from West 51st Street to the south. The only structure that currently occupies the subject property lot is the single church structure that once was home to the Westwood Christian Church. Parking areas are located adjacent north and west of the church.



4.0 USER PROVIDED INFORMATION

4.1 TITLE RECORDS

KCTE was not provided of a 50-year chain of title search report for the subject property for review. However, based on interviews with current and previous owners, the subject property is believed to have been under the ownership of Westwood Christian Church from the mid 1950s to January 2014. In January 2014 ownership was transferred to the church's parent organization, the Christian Church (Disciples of Christ) of Greater Kansas City, who remains the current owners of the subject property as of the date of this report. Historic ownership and acquisition information is further described in Section 8.0.

4.2 ENVIRONMENTAL LIENS OR ACTIVITY AND USE LIMITATIONS

No environmental liens or governmental notification relating to past or current violations of environmental laws with respect to the property regarding activity and use limitations were reported or are known.

4.3 SPECIALIZED KNOWLEDGE

There was no known specialized knowledge or experience reported by current or past owners that would be considered to be material to recognized environmental conditions in connection with the subject property.

4.4 COMMONLY KNOWN OR REASONABLY ASCERTAINABLE INFORMATION

No commonly known or reasonably ascertainable information within the local community about the property, material to recognized environmental conditions in connection with the property, was identified during the performance of this assessment.

4.5 VALUATION REDUCTION FOR ENVIRONMENTAL ISSUES

No known information or knowledge was reported by the User, Current Owner's Representative, or Past Owner indicating the subject property to have less value due to environmental issues.

4.6 USER QUESTIONNAIRE

A User Questionnaire completed by Mr. Frederick L. Sherman, City Clerk for the City of Westwood, Kansas, is included in Appendix B to this report. According to Mr. Sherman no environmental concerns are known currently or historically to have been present at the property. In the questionnaire, he indicated that the past use of the site was as a church. He mentioned that the City of Westwood owns the adjacent park property to the north and that there have been no environmental issues or problems at the City owned land. Mr. Sherman indicated that the purchase price of the property reflected fair market value and that no assumptions relative to site contamination had been made by the City.

4.7 OWNER, PROPERTY MANAGER, AND OCCUPANT INFORMATION

From the church's inception in the mid-1950s to January of 2014, the Westwood Christian Church was the legal owner of the subject property. In early 2014 the Westwood Christian Church transferred ownership of the property to the Disciples of Christ of Greater Kansas City, the parent organization for the Westwood Christian Church. The Disciples of Christ of Greater Kansas City remain the current owners of the subject property as of the time of this report. The City of Westwood, Kansas has purchased the property and transfer of ownership is anticipated from the Disciples of Christ following the due diligence period.



5.0 RECORDS REVIEW

5.1 STANDARD ENVIRONMENTAL RECORD SOURCES

KCTE reviewed federal, state, and local environmental records pertaining to the subject property and vicinity. In performing this review, KCTE used the services of Environmental Data Resources, Inc. (EDR), a vendor specializing in the search and retrieval of governmental environmental databases. These federal, state, and local databases include information regarding reported hazardous materials use and storage; facilities that treat, store, dispose, or generate hazardous waste; solid waste landfills, transfer stations, and incinerators; leaking underground storage tanks; discharges of petroleum and other hazardous substances; and reported incidents of contamination. The EDR Report (Inquiry Number 3866250.2s, February 26, 2014) is presented in Appendix C and includes: (1) a street map showing the approximate locations of sites identified within two miles of the subject property; (2) a complete listing of findings; and (3) a description of the databases searched.

Regulatory, database review was conducted for the Westwood Christian Church located at 5050 Rainbow Boulevard in Westwood, Kansas. The databases searched have been developed and are updated by federal, state, and local agencies. The Government Records Searched/Data Currency Tracking section of the environmental report identifies when each record was updated (see Appendix C).

The facilities cited in the environmental database are summarized in Table 1. The subject property was not listed in the databases searched. Overall, 12 database listings for other facilities that could be mapped within the search radii, as well as 6 database listings for "non-geocoded" or "orphan" facilities that, because of poor or inadequate address information, could not be mapped were identified and are described below.



**TABLE 1
SUMMARY OF REGULATORY AGENCY DATABASE REVIEW**

Database Searched	Search Distance (miles)	Subject Property Identified	Number of Other Facilities within Search Distance
Federal Records			
CERCLIS	0.50	No	0 (1 orphan)
FINDS	0.25	No	0 (0 orphan)
RCRA-LQG	0.25	No	1 (0 orphan)
RCRA-SQG	0.25	No	0 (0 orphan)
RCRA-CESQG	0.25	No	0 (0 orphan)
RCRA-NONGEN	0.25	No	0 (1 orphan)
RCRA-CORRACTS	1.0	No	0 (0 orphan)
CERC-NFRAP	0.50	No	0 (0 orphan)
State and Local Records			
UST	0.25	No	2 (1 orphan)
AST	0.25	No	1 (0 orphan)
LUST	0.50	No	7 (0 orphan)
SHWS	1.00	No	0 (2 orphan)
SWF/LF	0.50	No	0 (1 orphan)
VCP	0.50	No	0 (0 orphan)
BROWNFIELDS (State Record)	0.50	No	0 (0 orphan)
US BROWNFIELDS (Local Record)	0.50	No	0 (0 orphan)
EDR Proprietary Records			
EDR US HIST DRY CLEANERS	1.00	No	1 (0 orphan)
Total Number of Database Listings *			12 (6 orphan)

Notes:

* Note that a facility may occur on more than one database.

- AST Above Ground Storage Tank
- CERCLA Comprehensive Environmental Response Compensation and Liability Act
- CERCLIS Comprehensive Environmental Response, Compensation, and Liability Information System
- CESQG Conditionally Exempt Small Quantity Generator
- CORRACTS Corrective Action Sites
- FINDS Facility Index System
- HIST Historical
- LUST Leaking Underground Storage Tank
- NFRAP No Further Remedial Action Planned
- NONGEN Non-generators
- RCRA Resource Conservation and Recovery Act
- SWF/LF Solid Waste Facility/Landfill Facility
- SHWS State Hazardous Waste Site (Superfund State Program List)
- SQG Small Quantity Generator
- UST Underground Storage Tank
- VCP Voluntary Cleanup Program
- US United States
- UST Underground Storage Tank

Facilities listed within the database report are summarized in Table 2.



**TABLE 2
SUMMARY OF REGULATORY AGENCY DATABASE LISTINGS WITHIN APPROPRIATE SEARCH RADIUS**

Distance from Subject Property (Miles)	Address	Direction from Subject Property	Facility Name	Database	Current Status	REC to Subject Property? (Basis)
0.125-0.25	2330 Shawnee Mission Parkway Westwood, Kansas 66205	S	University of Kansas Hospital Authority Westwood	RCRA-LQG	No Violations Found	No (Status, Down Gradient)
				LUST	Closed	No (Status, Down Gradient)
				UST	Permanently Out of Use	No (Status, Down Gradient)
				AST	Current In Use, No Violation Found	No (Status, Down Gradient)
	4935 Belinder Road Westwood, Kansas 66205	NW	KMBZ/KMBR Transmitter Site	LUST	Closed	No (Status)
				UST	Permanently Out of Use	No (Status)
	5012 State Line Road Westwood, Kansas 66205	E	Westwood Hills Shopping Center	LUST	Closed	No (Status; Down Gradient)
5004 State Line Road Kansas City, Missouri	ENE	De Ford Dinwiddle West Cleaners	Hist Cleaners	Closed, Out of Use	No (Status; Down Gradient)	
0.25-0.5	4814 Shawnee Mission Parkway Fairway, Kansas 66205	SW	Fairway BP	LUST	Monitor	No (Status, See Below) ¹
	2701 West 47 th Westwood, Kansas	NNW	Charlie Williams Import Parts	LUST	Closed	No (Status)
	47 th & Rainbow Boulevard Westwood, Kansas	N	Not Reported	LUST	Closed	No (Status)
	1900 West 47 th Place Westwood, Kansas 66205	NNE	City of Westwood	LUST	Closed	No (Status; Down-Gradient)

Notes:

- AST Aboveground Storage Tank
- CLEANERS Dry Cleaners
- E East
- ENE East-northeast
- HIST Historical
- N North
- NNE North-northeast
- NNW North-northwest
- NW Northwest
- LQG Large Quantity Generator
- LUST Leaking Underground Storage Tank Site
- RCRA Resource Conservation and Recovery Act
- S South
- SW Southwest
- UST Underground Storage Tank

1 Fairway BP

The Fairway BP is a registered petroleum Leaking Underground Storage Tank (LUST) site historically located at 4814 Shawnee Mission Parkway in Fairway, Kansas 66205. The site of the former station was geologically up-gradient and located approximately 0.38 mile southwest of the subject property. Contamination was found at the site in February of 1990 when visual indications of releases under the spill containment were found during the removal of 4 USTs. Groundwater contamination was found to extend off the site south across Shawnee Mission Parkway due to a prior release. These USTs were removed and the site is currently under monitoring by KDHE. Additionally, 4 more USTs were removed from the site in October of 2008 and since this time the facility has been permanently out of use. Given the relative distance to the subject property and the status of the site presently, the presence of this former LUST site is not considered to pose a REC to the subject property.

As noted above, EDR identified 6 database listings for "non-geocoded" or "orphan" facilities that, because of poor or inadequate address information, could not be mapped by EDR. According to a street map, on-line mapping resources, and information obtained during the site reconnaissance, none of these 6 "non-geocoded" facilities are within the appropriate search radius from the subject property. These facilities include: 2 State Hazardous Waste Sites (SHWS), 1 Solid Waste Facility/Landfill Facility (SWF/LF) site, 1 Comprehensive Response, Compensation, and Liability Information System (CERCLIS) site, 1 Aboveground Storage Tank (AST) site, 1 Resource Conservation and Recovery Act Non-Generator (RCRA NonGen) site. These "orphan" sites were not found to be within the appropriate search radius from the subject property and therefore, are not thought to pose a REC to the subject property.

5.2 ADDITIONAL ENVIRONMENTAL RECORD SOURCES

Additional environmental record sources were reviewed as presented in the following subsection.

5.2.1 Physical Setting Source(s)

Physical setting information was obtained for the subject property and surrounding area from various different sources including USGS topographic maps, soil surveys, and on-line geology and groundwater sources.

5.2.2 Current Topographic Map

The 1996 United States Geological Survey (USGS) 7.5 Minute Topographic Map of Kansas City, Missouri and Kansas City, Kansas indicates the surface elevation of the subject property to be approximately 938 feet above mean sea level (MSL). The topography of the immediate area is relatively consistent. Generally, surrounding properties to the south and east are located at lower elevation than those north and west of the subject property. This is consistent with observations made during the site reconnaissance.

5.2.3 Geologic, Hydrogeologic, Hydrologic, and Topographic Conditions

The subject property is located within the Central Lowland Physiographic province (Groundwater Atlas of the United States, Kansas, Missouri and Nebraska HA 730-D), and it is underlain by the Western Interior Plains aquifer system. This system consists of water-yielding dolomite, limestone, and sandstone. The system consists of lower aquifer units in rocks of Ordovician and Cambrian age, a shale confining unit of Mississippian and Devonian age, and an upper aquifer unit of Mississippian limestone.

According to the EDR Geochek Report which is based on the United States Department of Agriculture, Soil Conservation Service (STATSGO) data, the majority of the soil at the site is Sharpsburg silty clay loam. Sharpsburg silty clay loams are moderately well and well drained soils with moderately coarse textures and moderate infiltration rates.

Based on topographic interpretation, the groundwater direction is likely to be to the general south-southwest approximately half a mile towards Brush Creek, but can be variable. Brush Creek eventually drains into the Blue River to the east, which eventually empties into the Missouri River to the north. Groundwater flow direction generally mimics surface topography, but it should be noted that additional local conditions may influence the subsurface hydrology, in addition to topography, such as geologic anomalies or subsurface obstructions.



5.2.4 Surface Drainage

To the extent visually or physically observed during the site reconnaissance, or identified from interviews or records review, waste water or other liquid (including precipitation runoff) or any discharge into a drain, ditch, or stream on, or adjacent to, the subject property and the apparent drainage to, and from, the subject property was addressed.

Stormwater at the subject property discharges either to stormwater drainage intakes surrounding the property, or following existing topography to the east/southeast towards paved areas and then to stormwater intakes along surrounding roads providing access to the subject property.

5.3 HISTORICAL USE INFORMATION ON THE PROPERTY AND ADJOINING PROPERTIES

5.3.1 Historical Use(s) of the Property

Since the mid-1950s, the subject property has been home to the Westwood Christian Church. In 1962, the church expanded and a second chapel was added. Since this expansion, the church has remained relatively unchanged to the present date.

5.3.2 Aerial Photograph Review

Aerial photographs dated 1948, 1957, 1959, 1966, 1969, 1970, 1979, 1983, 1986, 1991, 1996, 2002, 2005, 2006, 2007, 2008, 2009, 2010, and 2012 were reviewed to determine past uses of the subject property and adjoining properties (copies in Appendix D). A summary of the aerial photograph review is presented in Table 3.

TABLE 3
REVIEW OF HISTORICAL AERIAL PHOTOGRAPHS

Year	Subject Property	Surrounding Area
1948	The subject property appears to be a wooded residential lot with no structure present on site.	The area in the immediate vicinity of the subject property is residential in nature. Various residential homes and roads are present in all cardinal directions away from the subject property. A golf course is located south of the subject property south of Shawnee Mission Parkway. The map provided is blurry, so no specific detail on individual properties can be discerned.
1957	The subject property lot has been cleared of trees and the original north chapel of the Westwood Christian Church is visible for the first time.	Westwood View Elementary is visible for the first time on land adjacent west-northwest of the Westwood Christian Church property. What is now the St. Rose Philippine Catholic Church is visible for the first time adjacent east of Rainbow Boulevard on land east of the subject property. Commercial properties are evident along Shawnee Mission Parkway to the south and along Rainbow Boulevard to the north.
1959	No substantial changes noted.	No substantial changes noted.
1966	The addition of the south chapel to the Westwood Christian Church is visible for the first time in the aerial maps.	A large commercial property is under construction at the intersection of Shawnee Mission Parkway and State Line road southeast of the subject property. No other substantial changes in land use are noted.
1969	No substantial changes noted.	The old Westwood View Elementary School building was demolished and replaced with a new, larger school building. The new building is located south of the site of the old building within the same property lot. The KMBZ/KMBR Transmitter Site is under construction along Belinder Road northwest of the subject property.
1970	No substantial changes noted. The map provided is blurry, so no specific detail on individual properties can be discerned.	No substantial changes noted. The map provided is blurry, so no specific detail on individual properties can be discerned.



Year	Subject Property	Surrounding Area
1979	No substantial changes noted.	Construction at the Westwood City Park located adjacent north of the subject property is evident for the first time in the aerials. The University of Kansas Hospital Authority in Westwood is under construction at the intersection of Rainbow Boulevard and Shawnee Mission Parkway on land south of the subject property.
1983	No substantial changes noted.	Construction of the University of Kansas Hospital Authority in Westwood appears completed. No other substantial changes in land use are noted.
1986	No substantial changes noted.	No substantial changes noted.
1991	No substantial changes noted.	No substantial changes noted.
1996	No substantial changes noted.	No substantial changes noted.
2002	No substantial changes noted.	No substantial changes noted.
2005	No substantial changes noted.	No substantial changes noted.
2006	No substantial changes noted.	No substantial changes noted.
2007	No substantial changes noted.	No substantial changes noted.
2008	No substantial changes noted.	No substantial changes noted.
2009	No substantial changes noted.	No substantial changes noted.
2010	No substantial changes noted.	No substantial changes noted.
2012	No substantial changes noted. Land use appears consistent with current date.	No substantial changes noted. Land use appears consistent with current date.

Between 1948 and 1957 the original north chapel of the Westwood Christian Church was constructed on what had previously been a residential property lot located at the intersection of Rainbow Boulevard and West 51st Street in Westwood, Kansas. Between 1959 and 1966 the church was expanded with the construction of the south chapel. Since this time, from as early as 1966 to present day, the subject property has undergone very little change. Land adjacent to and surrounding the subject property has been primarily residential in nature since as early as 1948 to present day. Between 1966 and 1969 a new Westwood View Elementary School building was constructed south of the original school building on the same lot located adjacent west-northwest to the subject property. Construction of a Westwood City Park adjacent north of the subject property occurred sometime around 1979. From 1948 to present day commercial properties in the general vicinity of the subject property have been primarily located along Shawnee Mission Parkway to the south and along Rainbow Boulevard to the north. The land use for the subject property and surrounding areas as shown in the 2012 aerial is consistent with current land use in the present day.

5.3.3 Fire Insurance Map Review

In the late nineteenth century, the Sanborn Company began preparing maps for use by fire insurance companies. These maps indicate construction materials for specific structures and the presence of flammable materials. These maps were updated and expanded geographically at various periods during the twentieth century. Sanborn Maps are typically published for central business districts. Sanborn maps were available for review for the years 1950 and 1963. A summary of the Sanborn maps review is presented in Table 4. Copies of fire insurance maps are provided in Appendix F.



**TABLE 4
REVIEW OF HISTORICAL SANBORN MAPS**

Year	Subject Property	Surrounding Area
1950	The subject property lot as it exists today is a combination of three historically smaller lots that are visible in this Sanborn Map. Specifically, these three lots are labeled as Lot 13, Lot 14, and the eastern half of Lot 8 that lie northwest of the intersection of what was W 51 st Street and Rainbow Avenue in Westwood, Kansas. No structure is present on the site.	The area surrounding the subject property consists of a mixture of vacant and developed property lots. Westwood View Public School is shown occupying the lot adjacent west of the subject property. Our Saviors Memorial Lutheran Church is located east of the subject property on the eastern side of Rainbow Avenue. Residential properties are generally located in all cardinal directions from the subject property.
1963	The Westwood Christian Church building has been erected and occupies what were labeled as Lot 13, Lot 14, and the eastern half of Lot 8. The church structure is as it appears in the present day.	No substantial changes noted. Surrounding lots appears consist with that of the 1950 Sanborn Map.

A review of Sanborn maps indicated that the Westwood Christian Church was built on what was known as Lot 13, Lot 14, and the eastern half of Lot 8 on land northwest of the intersection of what was W 51st Street and Rainbow Avenue sometime between 1950 and 1963. From site reconnaissance and aerials obtained by KCTE for this report, it is known that by 1963, the Westwood Christian Church was completed to its final stage and remains the same to the present date. The maps show that the general properties adjacent to and surrounding the subject property were primarily residential in nature with an elementary school and a church being the only other structures depicted. Review of Sanborn maps did not indicate the presence of any potential RECs to the subject property.

5.3.4 Recorded Land Title Records

KCTE was not provided of a 50-year chain of title search report for the subject property for review. However, based on interviews with current and previous owners, the subject property is believed to have been under the ownership of Westwood Christian Church from the mid 1950s to January 2014. In January 2014, ownership was transferred to the church's parent organization, the Christian Church (Disciples of Christ) of Greater Kansas City, who remains the current owners of the subject property as of the date of this report.

5.3.5 Historical Topographic Maps

United States Geological Survey (USGS) 30 and 7.5 minute series topographic quadrangle maps of Edwardsville, Kansas dated 1894, 1935, 1940, 1948, 1957, 1964, 1970, 1975, 1991, and 1996 were reviewed to verify uses of the subject property and surrounding sites. A summary of the topographic map review is presented in Table 5. Copies of historical topographic maps are included as Appendix E to this report.

**TABLE 5
REVIEW OF HISTORICAL TOPOGRAPHIC MAPS**

Year	Subject Property	Surrounding Area
1894	The subject property appears to be located in the Shawnee township within wild area that has yet to be developed upon.	This map is general in nature and shows the early downtown areas of both Kansas City, Missouri and Kansas as well as the intersection of the Missouri and Kansas Rivers.
1935	The subject property lot is locatable due to the presence of what are now Rainbow Boulevard and West 50 th Street on the map. No structure is yet visible on the subject property lot.	Significant development of the land north and east of the subject property is evident. Roads generally follow a grid system. A structure named Westwood School is situated where the present day Westwood View Elementary School resides. What are now Rainbow Boulevard, West 50 th Street, and Shawnee Mission Parkway are visible on the map
1940	No substantial changes noted. No coverage of any detailed features is observed of the subject property.	Several residential home locations are marked on land adjacent to and surrounding the subject property. No other substantial changes in land use are noted.
1948	No substantial changes noted. No coverage of any detailed features is observed of the subject property.	No substantial changes noted. Residential home locations are marked in various locations throughout the map.
1957	A structure is marked at the location of the Westwood Christian Church, but no distinct or detailed features are shown on this map at the location of the subject property.	What is now West 52st Street is visible for the first time. No residential homes are depicted on this map. The school adjacent west of the subject property is labeled Westwood View School for the first time.
1964	No substantial changes noted. No coverage of any detailed features is observed of the subject property.	No substantial changes noted. No coverage of any detailed features is observed.
1970	The outline of the footprint of the current structure of the Westwood Christian Church is depicted for the first time.	The outline of the new Westwood View Elementary School is depicted for the first time adjacent west of the subject property.
1975	No substantial changes noted.	Several new structures are depicted in the general vicinity of the subject property. No other substantial changes in land use are noted.
1991	No substantial changes noted. No coverage of any detailed features is observed of the subject property.	No substantial changes noted. No coverage of any detailed features is observed.
1996	No substantial changes noted. No coverage of any detailed features is observed of the subject property.	No substantial changes noted. No coverage of any detailed features is observed.

The subject property is first denoted on the 1957 topographic map and is first represented as an outline on the 1970 map. Little detail is provided in any of the maps in regards to the subject property lot. Development of adjacent and surrounding properties to the subject property is observed as residential. It should be noted that topographic maps are general in nature and do not typically provide details regarding individual properties. The review of historical topographic maps did not indicate the presence of any structures, land uses, or other activities on the subject property or neighboring properties that are thought to have potentially impacted the environmental condition of the subject property.

5.3.6 City Directories

City Directories reviews were ordered for subject property. A review of city directory listings did not identify any business types thought to be considered a current REC to the subject property. Of the businesses listed in the City Directories, the majority of them consisted of commercial, retail and restaurant properties from surrounding areas. None of the listings provided are thought to undergo normal operations that could pose a REC to the subject property. The city directory listings are provided in Appendix H.

5.3.7 Previous Assessments / Reports

No previous environmental assessments or reports are known to have been performed for the subject property.

6.0 SITE RECONNAISSANCE

6.1 METHODOLOGY AND LIMITING CONDITIONS

An onsite visual reconnaissance of the subject property for indications of recognized environmental conditions and potential areas of concern was conducted. The reconnaissance consisted of systematically walking the interior and exterior of the site to provide an overlapping field of view. Photographs were taken to document the features observed during the reconnaissance and are presented in Appendix G.

6.2 GENERAL SITE SETTING

The subject property was visited by Mr. Nick Godfrey and Mr. Andrew Michael on March 12, 2014. At the time of the site reconnaissance, weather conditions were sunny with the temperature approximately 60° Fahrenheit.

6.2.1 Current Use(s) of the Property

The subject property is the home to the former Westwood Christian Church.

6.2.2 Past Use(s) of the Property

Based on a review of historic aerial photographs and interviews, the subject property has historically been home to the Westwood Christian Church from the mid 1950s to the present date at the time of this report.

6.2.3 Current Uses of Adjoining Properties

The subject property is currently adjoined by Westwood View Elementary to the west, a City of Westwood Park to the north, and by residential properties to the south and east.

6.2.4 Past Uses of Adjoining Properties

Visual and/or physical observations, or identified in interviews or record reviews of past uses of adjoining properties likely to indicate recognized environmental conditions in connection with the adjoining properties was addressed.

- North:** The property to the north appears to have been undeveloped land until as late at 1979, when a City of Westwood Park was constructed at the land southwest of the intersection of Rainbow Boulevard and West 50th Street. The property remains a city park to current date.
- East:** The properties to the east appear to have historically been residential in nature since as early as 1935 to present. What is now the St. Rose Philippine Catholic Church was constructed sometime between 1948 and 1957 and remains there to current date.
- South:** The properties to the south appear to have historically been primarily residential in nature since as early as 1935 to current date.
- West:** The property to the west appears to have historically home to what is now Westwood View Elementary since as early as 1935 to current date.



6.3 INTERIOR AND EXTERIOR OBSERVATIONS

6.3.1 Potable Water Supply

The subject property is currently serviced with public water by WaterOne of Johnson County, Kansas.

6.3.2 Sewage Disposal System

Sanitary service is present at the Site.

6.3.3 Hazardous Substances and Petroleum Products In Connection with Identified Uses

No hazardous substances were observed in connection with the identified uses at the subject property.

6.3.4 Storage Tanks

No evidence of storage tanks were identified during the site reconnaissance.

6.3.5 Odors

No strong, pungent, or noxious odors were identified during the site reconnaissance.

6.3.6 Pools of Liquid

No pools of suspicious chemical or petroleum liquids were identified during the site reconnaissance.

6.3.7 Drums

No drums were observed during the site reconnaissance.

6.3.8 Hazardous Substance Containers and Petroleum Products Containers

No hazardous substance containers were identified during the site reconnaissance. Household cleaners were observed in the basement and kitchen of the site building, but are not thought to pose a REC to the subject property.

6.3.9 Unidentified Substance Containers

No unidentified substance containers were observed during the site reconnaissance.

6.3.10 Indications of PCBs

PCBs are toxic coolants or lubricating oils used in some older electrical transformers, light ballasts, electrical panels, or other similar equipment. PCB is recognized as toxic substance under the Toxic Substance Control Act (TSCA). The leakage of PCBs onto the ground or any permeable surface could present a recognized environmental condition. PCB content in electrical transformers is grouped into three categories by the USEPA:

<50 ppm	non-PCB
50 – 499 ppm	PCB-contaminated
>500 ppm and greater	PCB transformer

No suspect PCB-containing vessels were observed at the subject property.

6.4 EXTERIOR OBSERVATIONS

6.4.1 Pits, Ponds, Lagoons

No areas of ponds, or lagoons were observed during the site reconnaissance.

6.4.2 Stained Soil or Pavement

No areas of stained soil were observed during the site reconnaissance.

6.4.3 Stressed Vegetation

No stressed vegetation was observed during the site reconnaissance.

6.4.4 Solid Waste

No areas of solid waste deposits or dumping were observed during the site reconnaissance.

6.4.5 Wastewater

No wastewater is generated at the subject property.

6.4.6 Wells

No evidence of wells was observed during the site reconnaissance.

6.4.7 Septic Systems

No visual and/or physical evidence of septic system was observed on the subject property.

7.0 ADJOINING PROPERTY RECONNAISSANCE

7.1 METHODOLOGY AND LIMITING CONDITIONS

To the extent that current uses of adjoining properties were visually and/or physically observed on the site visit, or were identified in the interviews or records review, the current and past uses were identified and described if the uses were recognized environmental conditions in connection with the adjoining sites or the subject property.

The adjoining site reconnaissance was limited to areas and facilities that were readily accessible for visual and/or physical observation, immediately adjacent to and visible from the subject property.

**TABLE 5
ADJOINING PROPERTY RECONNAISSANCE SUMMARY**

Item	Not Observed	Observed / Discussed Below
Storage Tanks	X	NA
Odors	X	NA
Drums	X	NA
Hazardous Substance Containers/Petroleum Products Containers	X	NA
Pits, Ponds, Lagoons	X	NA
Stained Soil or Vegetation	X	NA
Stressed Vegetation	X	NA
Wells, Shaft, or Other Conduits	X	NA
Other	X	NA

No evidence of land uses that are thought to be evidence to RECs in connection with the subject property were observed on adjoining properties.



8.0 INTERVIEWS

8.1 INTERVIEW WITH CURRENT OWNER

KCTE interviewed Ms. Marilyn Gardner, Chairman of the Structural Oversight Committee for the Christian Church, Disciples of Christ of Greater Kansas City, on March 17, 2014. According to Ms. Gardner, the Disciples of Christ are the parent organization for the Westwood Christian Church and ownership of the property was transferred from the Westwood Christian Church to the Disciples of Christ in January of 2014. This temporary transfer of ownership was a step in the process of the Westwood Christian Church relinquishing legal ownership of the property to the eventual purchaser of the property: The City of Westwood, Kansas. Ms. Gardner indicated that to her knowledge; there have been no hazardous responses, interactions with regulatory agencies, or storage of petroleum products or other hazardous materials present on the site. She indicated no environmental concerns are known currently or historically to have been present at the property. Ms. Gardner was not aware of: (1) any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the subject property; (2) any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the subject property, or (3) any notices from any government entity regarding any possible environmental violations relating to hazardous substances or petroleum products for the subject property.

8.2 INTERVIEW WITH OWNER REPRESENTATIVE

Ms. Jennifer Langston, Realtor for Holland Realty Services, was contacted by KCTE by phone on March 14, 2014. Ms. Langston was not questioned on the environmental history of the subject property, but was contacted in regards to providing contact information for the current and past property owners. In this interview, Ms. Langston provided contact information with the past owner, Pastor Joes Walker with the Westwood Christian Church, and with the current owner, Ms. Marilyn Gardner, Chairman of the Structural Oversight Committee for the Christian Church (Disciples of Christ) of Greater Kansas City. Additionally, Ms. Langston provided entry to KCTE on March 12, 2014 for the subject property site walk.

8.3 INTERVIEWS WITH USERS

A Phase I ESA user questionnaire was completed by Mr. Frederick L. Sherman, City Clerk for the City of Westwood, Kansas (City) regarding the subject property. Mr. Sherman indicated that he was not aware of: (1) any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the subject property; (2) any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the subject property, or (3) any notices from any government entity regarding any possible environmental violations relating to hazardous substances or petroleum products for the subject property. Mr. Sherman indicated that the property was thought to be of fair market value.

Email correspondence was provided by Mr. Ryan Denk, Attorney at Law for McAnany, Van Cleave & Phillips, P.A (MVP Law), on March 10, 2014. Mr. Denk is the attorney representing the City of Westwood, Kansas (City) for this property acquisition. In his email Mr. Denk indicated that the City is not yet certain what uses or development will be made of the property and that the ultimate end use will be decided within a couple of years after acquisition of the property. To his knowledge, the only past owner of the subject property is the Westwood Christian Church and prior to their ownership, the land was believed to be undeveloped. Mr. Denk confirmed that the only historical address attributed to the property was 5050 Rainbow Boulevard.

8.4 INTERVIEW WITH PAST OWNER

KCTE interviewed Mr. Joe Walker, former Pastor for the Westwood Christian Church on March 14, 2014. According to Mr. Walker the Westwood Christian Church acquired the land for their church sometime in the mid 1950s and construction of the original church structure was completed in 1957 or 1958. In 1962 the church expanded and added the current chapel that is present at the site today. He indicated that since this expansion in 1962 the church has not undergone any more significant construction or expansion activities. Mr. Walker indicated that prior to acquisition the area of the subject property was undeveloped land and no indications of past uses other than the church were known. Mr. Walker indicated that the church remained in possession of



the Westwood Christian Church until January of 2014 when it was transferred to the church's parent organization: the Christian Church (Disciples of Christ) of Greater Kansas City. Mr. Walker indicated that no hazardous materials or petroleum products were present on the property to the best of his knowledge while under Westwood Christian Church ownership. Mr. Walker was not aware while under Westwood Christian Church ownership or currently of: (1) any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the subject property; (2) any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the subject property, or (3) any notices from any government entity regarding any possible environmental violations relating to hazardous substances or petroleum products for the subject property.

8.5 INTERVIEW WITH FIRE DEPARTMENT

On March 3, 2014 KCTE sent the Johnson County Consolidated Fire District #2 a Haz-Mat incident and petroleum tank removal review request for the subject property as part of the Phase I ESA. In an email response received on March 4, 2014, Todd Kerkhoff, Fire Marshal for Consolidated Fire District #2, indicated that the fire department has no records of hazardous materials incidents, removal and remediation of underground storage tanks, petroleum spills or fire responses for the subject property.



9.0 DATA GAPS AND DEVIATIONS

A 50-year title record was not provided to KCTE for review to document past ownership of land associated with the subject property. This is the only significant data gap encountered during the performance of the Phase I ESA.

No other deletions or deviations from this practice, including client-imposed constraints were encountered.



10.0 OPINION

Based on the available information, site reconnaissance, and data review conducted in accordance with ASTM E 1527-13, no recognized environmental conditions were identified in connection with the subject property. KCTE's opinions from the performance of the assessment are summarized below:

1. Although a chain-of-title and historic paperwork documenting the ownership/acquisition of the subject property was not available for review, it is KCTE's opinion that this data gap does not impact the ability of the environmental professional to make REC determination of the subject property.
2. Orphan or Non-Geocoded sites were observed in the EDR report. A review of these orphan sites did not locate these sites within near proximity to the subject property. It is KCTE's opinion that these orphan sites are not thought to pose a REC to the subject property.
3. Paints and cleaning supplies are held at the subject property for upkeep and maintenance of the Westwood Christian Church. These materials were observed to be managed in an organized fashion and no indications of releases or improper management of these materials were observed. Therefore it is KCTE's opinion that these materials do not pose a REC to the subject property.
4. Mercury-containing thermostats were noted during site reconnaissance at the subject property. Mercury is a regulated chemical that could pose an environmental threat if released. However, no indications of releases or improper management of mercury-containing thermostats were observed. Therefore it is KCTE's opinion that these thermostats do not pose a REC to the subject property at this time. It is KCTE's opinion that proper care should be taken when removing mercury-containing thermostats to reduce the potential for mercury release to the property.
5. It is KCTE's opinion that environmental database findings provided by EDR are sufficient to document regulated properties identified. It is KCTE's opinion that further investigation by file review at State or Federal agencies by an open records act request was not warranted for this assessment.
6. It is KCTE's opinion that environmental database findings, topographic and hydrogeologic orientation, and critical site distances provided by EDR are sufficient to document the absence of a vapor intrusion risk to the subject property. It is KCTE's opinion that further investigation by file review or calculation is not warranted to evaluate vapor intrusion risk to the subject property.
7. Based upon available information, interviews, observations from the site walk and the historic review of the subject property, it is KCTE's opinion that no ASTM-E 1527-13 defined RECs exist at the subject property.



11.0 FINDINGS AND CONCLUSIONS

KCTE has performed a Phase I ESA of the subject property in general accordance with the scope and limitations of ASTM *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process Designation E 1527-13*, and the requirements contained in the All Appropriate Inquiries Rule, established by the USEPA and set forth in 40 C.F.R. Part 312.

This Phase I ESA included a reconnaissance visit to the subject property, a review of the previously listed available environmental database and related agency information for the site and surrounding properties, interviews with persons familiar with the property, aerial photograph review, published topographic and geologic information review. This information was used to evaluate existing or potential environmental impairment of the subject property due to current or past land use disclosed by this study.

No evidence of recognized environmental conditions (REC) was encountered during the performance of the Phase I ESA.



12.0 REFERENCES

ASTM International (ASTM)

- 2013. *Standard Practice of Environmental Site Assessments: Phase I Environmental Site Assessment Process*. E 1527-13.

Environmental Database Resources (EDR)

- 2014. Aerial Photo Decade Package, Job Number 3866250.8, February 27, 2014.
- 2014. Certified Sanborn Map Report, Job Number 3866250.3, February 26, 2014.
- 2014. Historical Topographic Map Report, Job Number 3866250.4, February 26, 2014.
- 2014. Radius Map with Geocheck, Job Number 3866250.2s, February 26, 2014.
- 2014. The EDR-City Directory Abstract, Job Number 3866250.5, March 3, 2014.

Google Earth

- 2014. Latitude and longitude of approximate center of 5050 Rainbow Boulevard in Westwood, Johnson County, Kansas.

Personal Interview(s)

- 2014. Frederick L. Sherman. City Clerk. City of Westwood, Kansas. March 10, 2014.
- 2014. Jennifer Langston. Realtor. Holland Realty Services. March 14, 2014.
- 2014. Marilyn Gardner. Chairman of the Structural Oversight Committee for the Christian Church (Disciples of Christ) of Greater Kansas City. March 17, 2014.
- 2014. Ryan Denk. Attorney at Law. McAnany, Van Cleave & Phillips, P.A. March 10, 2014.
- 2014. Todd Kerkhoff. Fire Marshal. Johnson County Consolidated Fire District #2. March 4, 2014.



13.0 SIGNATURE OF ENVIROMENTAL PROFESSIONAL

I declare that to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in Section 312.10 of 40 CFR 312, and I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed all the appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

A handwritten signature in black ink, appearing to read 'Nick Godfrey'.

Nick Godfrey
Environmental Scientist / Project Manager
March 24, 2014



14.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL

Nick Godfrey

Environmental Services Manager

EDUCATION

BA, Environmental Policy and Earth Science, University of Kansas, 2001

REGISTRATIONS/CERTIFICATIONS

General Asbestos Inspector Certification 2004

Certified Asbestos Inspector Missouri 2006

Certified Air Sampling Professional 2008

Certified Lead-Based Paint Inspector Risk Assessor Kansas 2010

Certified Asbestos Inspector Iowa 2010

KDHE Certified Groundwater Specialist 2010

Member of Midwest Air and Waste Management Association 2008 to Present

EXPERIENCE SUMMARY

Mr. Godfrey has over 15 years of experience in project management, field operations, quality control, environmental site assessment procedures, contaminant remediation, removal site evaluation, removal action management, field sampling techniques and environmental consulting. Mr. Godfrey has served as Project Manager for 32 task orders delivered under the U.S. Environmental Protection Agency (USEPA) Superfund Technical Assessment and Response Team (START) 2 and 3 contracts. He has also worked with multiple state, and local agencies including, Kansas Department of Health and Environment (KDHE), Nebraska Department of Environmental Quality (NDEQ) and the Missouri Department of Natural Resources (MDNR). He has been responsible for conducting investigations at waste management facilities, commercial and residential properties, industrial/manufacturing facilities, above and underground storage tank sites, and Superfund sites; conducting emergency responses, removal assessment, environmental remediation management, field sampling events involving split-sampling and/or auditing by regulatory agencies; and training professionals in proper field sampling techniques and regulatory compliance. He has performed technical assessments for municipal waste management facilities, industrial/manufacturing facilities, construction debris landfills, above and underground storage tank sites, asbestos and mold abatement sites, hazardous and special waste remediation and removal sites, and Superfund sites.

Mr. Godfrey's non-federal experience managing various project including environmental assessments, indoor-air quality surveys, asbestos, mold and lead based paint inspections. Mr. Godfrey's private client work includes performing asbestos inspections, air sampling and monitoring, hazardous waste segregation and removal management, development consulting and due diligence support including Phase I and II assessments and Brownfields targeted assessments for the City of Kansas City, Kansas, the City of Kansas City, Missouri, the City of Independence, Missouri and the City of Leavenworth, Kansas. Mr. Godfrey is currently the Environmental Services Manager at Kansas City Testing & Engineering, LLC and manages day to day operations for project support for private, municipal, state and federal clients.

PROJECT EXPERIENCE

Removal Site Evaluation, Brownfield's Management and Removal Actions

- **Annapolis Lead Mine, U.S. EPA Region 7, Annapolis, Missouri. 2004 to 2005** Served as the project manager for the removal site evaluation (RSE) and removal action (RA) at the NPL site, where lead contamination existed in soils, sediment and surface water bodies on or near the former mine. Managed the schedule of activities of multiple field crews and subcontractors while adhering to the project scope, budget, and timeline. During the RA, oversaw and coordinated the removal of 153,000 CY of contaminated soil to the onsite repository. Authored a final summary report of the site to EPA Region 7.



- **Madison County Mines, U.S. EPA Region 7, Fredericktown, Missouri. 2003 to 2004** Mr. Godfrey was the project manager for a significant portion of ongoing removal assessment and removal action activities at the NPL site. Approximately 500 residential yard soil evaluations were completed under Mr. Godfrey's supervision. He was responsible for performing insitu and exsitu soil testing by x-ray fluorescence (XRF) and coordination of residential removal actions to address EPA declared priority properties (containing lead concentrations greater than 1,200 ppm). Mr. Godfrey was responsible for performing, surface water sampling, removal documentation and coordination with remediation teams associated with the time critical removal action.
- **Washington County Lead District, U.S. EPA Region 7, Missouri. 2005** Served as a site supervisor and interim project manager of the Removal Site Evaluation support activities in response at the EPA NPL site. The main focus of the investigation was residential properties with private drinking water wells located on or near former lead and barite mining and milling operations. More than 1,520 properties were screened for possible metals contamination. As interim manager and site supervisor, duties included the scheduling of activities among multiple field teams, identification and screening of potential repository locations for the upcoming removal action, and providing project documentation in support of EPA's Outreach Program.
- **Washington County Lead District – Potosi Area Removal Action, U.S. EPA Region 7, Potosi, Missouri 2005 to 2006** Mr. Godfrey was site supervisor and field staff for the removal action support activities at the site. The main focus of the investigation is residential properties with private drinking water wells located on or near former lead and barite mining and milling operations. More than 1650 residential properties have been screened for possible lead contamination. To date, 165 properties are considered time-critical properties (lead concentrations in surface soil above 1,200 parts per million [ppm] within one or more cell) and approximately 200,000 cubic yards of lead-contaminated soils have been excavated. As site supervisor, duties have included the scheduling of activities among multiple field teams, identification and screening of potential repository locations for the removal action, providing support to and oversight of removal activities, overseeing data management activities associated with a very large project-specific database, and providing project documentation in support of EPA's Outreach Program.
- **Viburnum Trend Haul Roads, U.S. EPA Region 7, Viburnum, Missouri. 2005 to 2006–** Mr. Godfrey was site supervisor of multiple investigations conducted within the Viburnum Trend Haul Roads site in Viburnum, Missouri. A removal assessment was conducted which focused on potential lead contamination in soil, groundwater, and interior dust at residential properties along haul roads used to transport lead ore concentrate to smelting facilities. Nearly 700 properties were screened during the removal assessment. Soil screening data indicated that over 150 properties had lead contamination at levels exceeding 400 ppm. The time-critical removal action level of 1,200 ppm was exceeded at nearly 50 properties. At the conclusion of the removal assessment, a PRP-led removal action was initiated. Mr. Godfrey's responsibilities included oversight activities conducted during this removal action.
- **Lawrence County Mining Area Site Removal Action, USEPA, Aurora, Missouri 2002 to 2003** Mr. Godfrey was site supervisor and interim project manager of the removal assessment support activities at the Lawrence County Mining Area site in Aurora, Missouri. During the removal assessment at the Lawrence County Mining Area site, nearly 150 properties were screened for potential lead contamination in soil with a portable x-ray fluorescence spectrum analyzer. After completion of the removal assessment, Mr. Godfrey served as project manager for a time-critical removal action at the site. During the removal action, an additional 1,300 properties were screened over a four-month period. Along with screening properties for potential lead contamination, collecting groundwater samples for laboratory analysis, and monitoring for potential releases of airborne contaminants from excavation and transporting activities, Mr. Godfrey managed the development of project documentation in support of EPA's Outreach Program. This documentation provided a spatial display of contaminated properties and conveyed the risks associated with exposure to lead contaminated soil. The success of the program helped foster community support for the project.
- **Various Removal Actions, U.S. EPA Region 7 START 2 & 3 Contracts. 2001-2006** Project manager for 9 assessments and 11 removals warranted under the U.S. EPA Region 7 START 2 & 3 contracts. Mr. Godfrey's additional lead activity work includes performing residential lead in soil evaluations for the Newton County Mine Site, and the Herculaneum Lead Smeltor Site. He has the proven ability to efficiently manage



the schedule of activities of multiple field crews and subcontractors with a keen awareness of project scope, budget and timeline. Consistently achieved or exceeded client expectations.

- **Chemical Commodities Incorporated, U.S. EPA Region 7, Kansas. 2003** As the EPA Removal Action project manager at the NPL site he conducted soil sampling and air monitoring and sampling using stationary point samplers, hand held monitoring samplers and performed vapor intrusion sampling, field screening, field documentation, analytical review and report writing. Directed the remediation and removal of 3,000 CY of soil to mitigate a hazardous release to the air pathway. Following the completion of site activities and authored a summary report to EPA detailing site activities.
- **City of Leavenworth, - Tire Town, Inc. Brownfield Voluntary Cleanup Program, Kansas 2008 to 2009** Project Manager. Responsible for authoring and implementation of the Brownfields Voluntary Cleanup Program including assessment and remediation for the cleanup of contaminated soils affected with PAHs and heavy metals. Mr. Godfrey authored and coordinated all work plans and communications with onsite staff and the KDHE. Mr. Godfrey was responsible for soils and water testing, coordination of all site work and closeout documentation and final reporting to further one square block of development in downtown Leavenworth and the obtaining of a letter of No-Further Action. This site was featured as the 2009 State of Kansas "Remedial Success Stories" by the KDHE at the 2009 Kansas Environmental Conference.

Environmental Site Assessments

- **Sunflower Army Ammunition Plant Redevelopment, DeSoto, Kansas. 2007-2008 KDHE Voluntary Cleanup Program-** Field Operations and Interim Environmental Project Manager. Managed multiple assessments and removal sites around the 9,000 acre plant site area. Specific duties included assigning tasks to sampling staff and familiarizing the staff with the needs and requirements of the project. Supervision of the project teams performance, coordination of the sampling of environmental media for explosives, VOCs, SVOCs, PAHs, PCBs, metals and pesticides. Provided technical review, quality control and coordination of project deliverables on multiple projects.
- **Port Authority of Kansas City, Missouri South Conterminous Area (SCA) Environmental Surveys, 2009-** Managed the limited environmental survey of the South Landfill, the South Burn Pit, and the Rubble Burial Area and performed the survey by identifying, classifying and documenting locations and potential environmental concern markers associated with the following at the site; potential poly-chlorinated biphenyls (PCBs), potential PCB containing vessels, abandoned drums, suspect asbestos-containing materials and potentially affected underlying soils on the general ground surface. Mr. Godfrey performed these surveys in accordance with the guidelines outlined for site reconnaissance as indicated in the ASTM 1527-13, and the requirements contained in the All Appropriate Inquiries Rule, established by the USEPA and set forth in 40 C.F.R. Part 312.
- **Sunflower Army Ammunition Plant Solid Waste Management Unit (SWMU) 36, DeSoto, Kansas 2007-2008 KDHE Voluntary Cleanup Program-** Quality Assurance/ Quality Control Manager at the Region 7 EPA NPL Site. Assured that all samples collected in the field met project-specific goals; verified field monitoring equipment calibration procedures documentation. Coordinated laboratories concerning the receipt of samples, and performance and documentation of appropriate corrective action during sample analyses. Determined the extent of contamination and performed oversight and coordination of 25,000 CY of explosives, VOCs, SVOCs, metals and pesticides for segregation and disposal. Coordinated and participated in project reporting and conducted status meetings with KDHE personnel.
- **KC. Live-Empire Theater, K.C. Sprint Center, Kansas City, Missouri. 2006-2007 Site Supervisor and Interim Project Manager.** Acted as the Site Supervisor and Interim Project Manager at the KC Live Redevelopment District. Responsibilities included environmental (Phase II) site assessment (ESA), asbestos abatement planning, mold remediation, air sampling and monitoring, soil sampling and remediation, demolition oversight and supervision of underground storage tank (UST) removals. Mr. Godfrey's Project team received an environmental achievement award from the City of Kansas City, Missouri



- **CERCLIS Formerly Used Defense (FUD) Sites, Nebraska. 2006** Project manager for review of historical documentation on FUD sites (atlas missile silos, special storage depots, and former Air Force and Army Bases) across the state of Nebraska and to prepare pre-CERCLIS, site screening forms, and Preliminary Assessment (PA) reports. Acting project manager and field manager for 7 FUD site assessments across the state of Nebraska. Onsite activities included the subsurface and surface sampling of both soil and water media. Responsible for final reporting of project activities to EPA Region 7.
- **Annapolis Lead Mine Remedial Investigation/Feasibility Study, Missouri. 2005** Served as the interim project manager of RI/FS support activities at the site. Field activities were conducted to evaluate the nature and extent of potential metals contamination within the portion of the site not addressed during a concurrent, EPA-funded, time-critical removal action. Analytical results indicated an area measuring approximately 950 feet by 2,800 feet had been impacted by mine tailings. Initial calculations suggested a volume of about 900,000 cubic yards of contaminated soil was present at the site.

Emergency Response/Environmental Response Services

- **CERCLA-Funded Emergency Response Projects, Kansas, Missouri, Iowa, and Nebraska. 2001-2007** Served as primary responder/project manager for 16 EPA CERCLA-Funded emergency responses at sites located in Kansas, Missouri, Iowa and Nebraska. Managed responses including abandoned drums containing unknowns, waste profiling from fire releases, mercury release and cleanup, oil pollution spills and radiation contaminated sites. He has written and implemented Emergency Operation Plans, classified, identified and verified unknown materials, understands in-depth categorization and risk assessment techniques, determined and implemented decontamination procedures, developed site safety control plans and understands chemical, radiological and toxicological terminology and behavior.

Public Storage, Incorporated- Indoor Air Quality Assessments/Investigations-2008 to Present Served as Midwest manager of Indoor Air Quality evaluations at 6 sites on behalf of Public Storage Inc throughout the continental Midwest. Mr. Godfrey IAQ experience has included the characterization of unknowns, air sampling volatiles and semi volatiles and remedial design for mold cleanup and indoor air quality evaluations for at risk populations during liability based enforcement actions.

- **Technical Equipment Guide Authoring, U.S. EPA Region 7.** Managed the authoring and finalization processes of a requested comprehensive technical equipment guide manual for all emergency response and all environmental sampling equipment owned by Region 7 EPA SUPR. In total, 65 instruments guides were authored and delivered to the EPA Region 7 Emergency Response coordinator. Obtained a working knowledge of all equipment owned by EPA used to analyze soil, water and air media, and NBC sampling instrumentation. The comprehensive technical manual is currently used by EPA regions 3, 4 and 7.
- **Overland Park Fire Station No. 3 Response, Kansas.** Served as the primary responder/project manager to conduct air monitoring and sample activities associated with elemental mercury releases in active ambulances at an Overland Park, Kansas, fire station. Managed air monitoring, contamination removal and confirmation sampling at the site in-order to expedite the ambulances for emergency use.
- **Beta Chemical Laboratory Response, Kansas.** Served as the primary responder/project manager to provide emergency assistance at a laboratory where he discovered radiation contamination in controlled and uncontrolled areas of the facility. Utilized radiation air monitoring equipment to determine and define the extent of contamination at the site. Also provided photographic and video documentation, and compiled an inventory of chemicals and numbers of containers for the Region 7 EPA RCRA compliance branch and summary report to EPA SUPR Region 7.

Asbestos Support

- **Asbestos Awareness Training, Rockwell Collins, Inc. Cedar Rapids, IA 2008-2009** Course Instructor Served as course instructor and author of OSHA asbestos awareness training of more than 500 employees at Rockwell Collins, Inc. facility located in Cedar Rapids Iowa. Mr. Godfrey serves as an acting consultant for Rockwell Collins concerning asbestos concerns and IAQ. Mr. Godfrey is currently working as an asbestos consultant for Rockwell Collins including inspections and continued course instruction at their



corporate location. Mr. Godfrey's instruction demonstrates a broad understanding of asbestos regulations and compliance.

- **KCMO, Metropolitan Community Colleges (MCC)- Health Sciences institute- 2008-Project Manager**
 Conducted asbestos, mold and lead based paint inspections and Phase I and II Environmental Site Assessments at the 185,000 square foot building known as the Former American Century Plaza building. Authored abatement specifications and air monitoring plans for an occupied/active building setting. Coordinated abatement permitting with Kansas City Health Department and MDNR. Managed an emergency abatement including indoor air quality sampling and performed oversight of final abatement and closeout final reporting to the MDNR. Mr. Godfrey has also conducted five additional inspections and site assessments at other various buildings for MCC.

CONTINUING EDUCATION

40-hr OSHA HAZWOPER with annual refreshers, 2001
 8-hr OSHA Hazardous Waste Site Supervisor, 2008
 Lead-Based Paint Inspector Risk Assessor Trained, 2009
 Incident Command System Training for Federal Disaster Workers, Department of Homeland Security, 2006
 Successful Project Development and Management Training, 2006
 Project Management Level 2 Training, 2008
 Technical Oral and Written Business Communication Training, 2005
 Superfund Response Team Field Screening Technologies Training 2005
 CERCLA Orientation Training, 2004
 RCRA Corrective Action Training, 2004
 Level A and SCBA Responder Training, 2002
 Radiation Safety Training, 2003
 Niton (XRF) Monitoring Measurement Technology Intermediate and Advanced Courses, 2004
 40-hr Mold Assessment Consultant Course, 2008
 AutoCAD Concepts, 2008


PROFESSIONAL EMPLOYMENT HISTORY

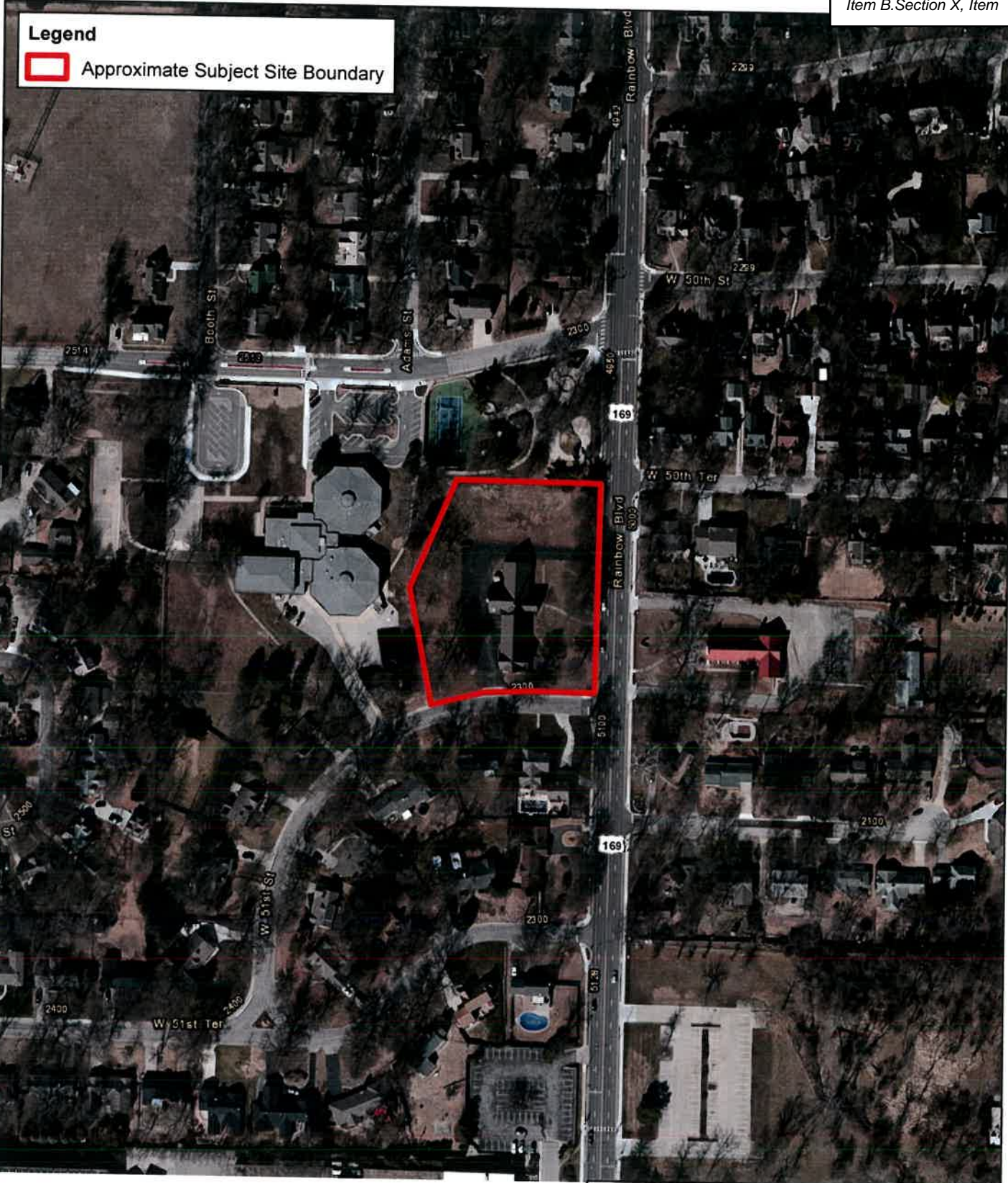
Environmental Services Manager, Kansas City Testing & Engineering, LLC, 2010 to Present
 Environmental Scientist / Project Manager, Tetra Tech, Inc., Kansas City, Kansas, 2007 to 2010
 Environmental Scientist / Project Manager, Tetra Tech EM, Inc., Kansas City, Missouri, 2005 to 2007
 Staff Environmental Scientist, TN & Associates, Inc., Lenexa, Kansas, 2001 to 2005
 Field Researcher, Kansas Biological Survey (KBS), Lawrence, Kansas, 2000 to 2001
 Field Manager, NASA, Kansas Applied Remote Sensing (KARS), Lawrence, Kansas, 1999 to 2000



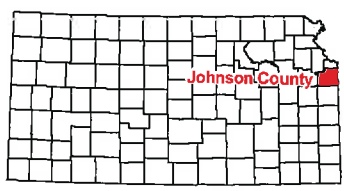
APPENDIX A

FIGURE 1- SITE LOCATION MAP
FIGURE 2- SITE PLAT MAP

Legend
 Approximate Subject Site Boundary



Path: C:\GIS_Workspace\Consulting\KCTE-14-030\Project\maps\Figure1.mxd Date: 2/5/2014 Author: BS



0 100 200
 Feet

Westwood Christian Church
 5050 Rainbow Boulevard
 Westwood, Kansas 66205

Figure 1
 Site Location Map

KCTE KANSAS CITY
 TESTING & ENGINEERING, LLC
 Project Number: E-14-030

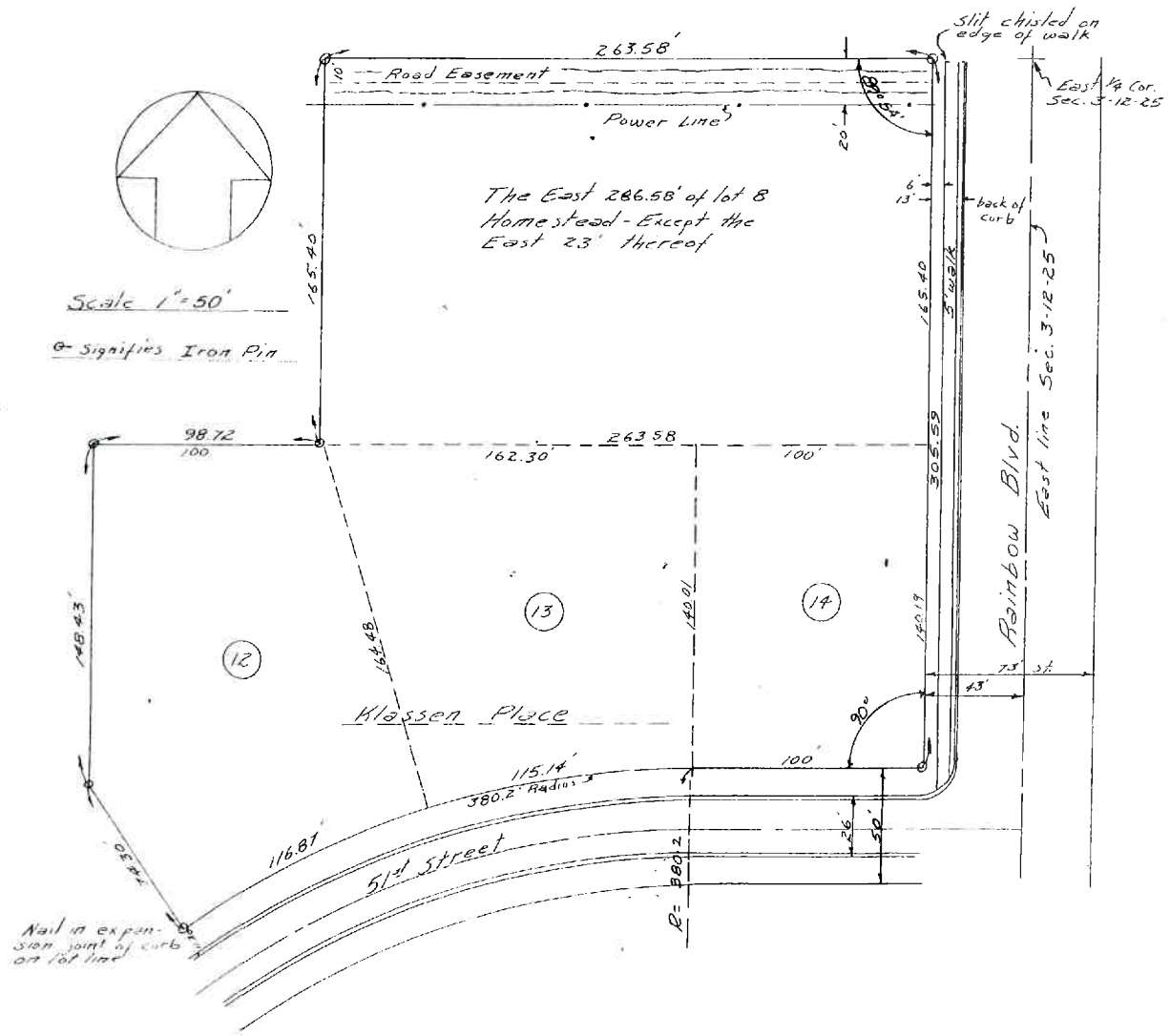
Source: ArcGIS Online World Imagery, 2012

CERTIFICATE OF SURVEY

I do hereby certify that I have on this 6th day March, 1961, made the following survey of Lots 12, 13 and 14, KLASSEN PLACE, and all of the East 268.58 feet of Lot 8, HOMESLAND, except the East 23 feet thereof, all in Johnson County, Kansas, according to the recorded plats thereof.

Fred C. Oliver, Surveyor

Fred C. Oliver





APPENDIX B

USER QUESTIONNAIRE



Phase I Environmental Site Assessment User Questionnaire

Please complete the following questionnaire, sign, date, and return to:

Kansas City Testing & Engineering, LLC (KCTE)
1308 Adams Street
Kansas City, Kansas 66103
Attention: **Nick Godfrey**
Phone: Direct: 913.321.8100
Fax: 913.321.8181
E-mail: nick.godfrey@kctestng.com

Wherever you answer "YES" please provide all relevant information either on the following pages or provide copies of relevant documents, reports, documents, and/or correspondence.

If you cannot provide the answer to a question, please indicate a person to contact who would be able to provide this information and include contact information for this individual (phone number, e-mail, etc.).

Please provide complete copies of all prior reports for the property to KCTE. If already provided to KCTE, please note.

Please note that this completed questionnaire will be included in the appendix of the Phase I Environmental Site Assessment report to be issued by KCTE. By signing, dating, and returning this document to KCTE you are acknowledging and agreeing to the inclusion of this document in KCTE's Phase I ESA report.

Site Name: Westwood Christian Church

Address(es): 5050 Rainbow Blvd, Westwood, KS

Legal Description: _____

Reason for Phase I ESA: _____



ASTM 1527-13 and U.S. Environmental Protection Agency (EPA)'s All Appropriate Inquiry rule requires that the use of an Environmental Site Assessment (ESA) provide certain information for incorporation into the ESA report in order to qualify for one of the Landowner Liability Protections (LLPs; see ASTM 1527-13). Therefore, we are requesting that the qualified representative for the Phase I User answer the questions below as they pertain to the above described property (the "Site"). The questions following were obtained from ASTM 1527-13.

Environmental cleanup liens that are filed or recorded against the Site (40 CFR 312.25)

- 1. Are you aware of any environmental cleanup liens against the Site that are filed or recorded under federal, tribal, state or local law?

YES NO If yes, please provide as much detail as possible about the liens against the property and provide copies of any related reports or paperwork

Activity and land use limitations that are in place on the Site or that have been filed or recorded in a registry (40 CFR 312.26)

- 2. Are you aware of any activity use limitations, such as engineering controls, land use restrictions or institutional controls that are in place at the Site and/or have been filed or recorded in a registry under federal, state, tribal, or local law?

YES NO If yes, please provide as much detail as possible about the AULs present and provide copies of any related reports or paperwork.



Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28)

3. Do you have any specialized knowledge or experience related to the Site or nearby properties?

YES NO If yes, please provide as much detail as possible about the specialized knowledge or experience and provide copies of any related reports or paperwork

CITY OF WESTWOOD OWNS ADJACENT PARK PROPERTY TO THE NORTH. NO ISSUES OR PROBLEMS ON CITY OWNED LAND.

4. Are you involved in the same line of business as the current or former occupants of the Site or on adjoining properties such that you would have knowledge of the chemical and processes used by current or former occupants?

YES NO

Relationship of the purchase price to the fair market value of the Site if it were not contaminated (40 CFR 312.29)

5. Does the purchase price being paid for this Site reasonably reflect the fair market value of the Site?

YES

6. If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the Site?

N/A



Commonly known or reasonably ascertainable information about the Site (40 CFR 312.20)

7. Are you aware of commonly known or reasonably ascertainable information about the Site that would help the environmental professional to identify conditions indicative of releases or threatened releases?

YES NO

7a. Do you know the past uses of the Site?

YES NO CHURCH

7b. Do you know the specific chemicals that are present or once were present at the Site?

YES NO

7c. Do you know of spills or other chemical releases that have taken place at the Site?

YES NO



7d. Do you know of any environmental cleanups that have taken place at the property?

YES NO If yes, please provide as much detail as possible and provide copies of any related reports or documents.

The degree of obviousness of the presence or likely presence of contamination at the Site, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31)

8. As the user of this ESA, based on your knowledge and experience related to the Site are there any obvious indicators that point to the presence or likely presence of contamination at the Site?

YES NO _____

Questionnaire completed by:

FREDERICK L. SHERMAN, CITY CLERK _____
Print Name & Title CITY OF WESTWOOD, KS Association with Site

Signature

4/10/14
Date



APPENDIX C

EDR REPORT

Westwood Christian Church
5050 Rainbow Boulevard
Mission, KS 66205

Inquiry Number: 3866250.2s
February 26, 2014

The EDR Radius Map™ Report with GeoCheck®



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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Thank you for your business.
 Please contact EDR at 1-800-352-0050
 with any questions or comments.

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This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

5050 RAINBOW BOULEVARD
MISSION, KS 66205

COORDINATES

Latitude (North): 39.0365000 - 39° 2' 11.40"
Longitude (West): 94.6124000 - 94° 36' 44.64"
Universal Transverse Mercator: Zone 15
UTM X (Meters): 360443.8
UTM Y (Meters): 4321856.0
Elevation: 938 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 39094-A5 KANSAS CITY, MO KS
Most Recent Revision: 1996

West Map: 39094-A6 SHAWNEE, KS
Most Recent Revision: 1995

AERIAL PHOTOGRAPHY IN THIS REPORT

Photo Year: 2012
Source: USDA

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL..... National Priority List

EXECUTIVE SUMMARY

Proposed NPL..... Proposed National Priority List Sites
NPL LIENS..... Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL..... National Priority List Deletions

Federal CERCLIS list

CERCLIS..... Comprehensive Environmental Response, Compensation, and Liability Information System
FEDERAL FACILITY..... Federal Facility Site Information listing

Federal CERCLIS NFRAP site List

CERC-NFRAP..... CERCLIS No Further Remedial Action Planned

Federal RCRA CORRACTS facilities list

CORRACTS..... Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-SQG..... RCRA - Small Quantity Generators
RCRA-CESQG..... RCRA - Conditionally Exempt Small Quantity Generator

Federal institutional controls / engineering controls registries

US ENG CONTROLS..... Engineering Controls Sites List
US INST CONTROL..... Sites with Institutional Controls
LUCIS..... Land Use Control Information System

Federal ERNS list

ERNS..... Emergency Response Notification System

State- and tribal - equivalent CERCLIS

KS SHWS..... Identified Sites List
MO SHWS..... Registry of Confirmed Abandoned or Uncontrolled Hazardous Waste Disposal Sites

State and tribal landfill and/or solid waste disposal site lists

KS SWF/LF..... Directory of Sanitary Landfills, Solid Waste Transfer Stations and Collector in
Kansas
MO SWF/LF..... Permitted Facility List

State and tribal leaking storage tank lists

MO LUST..... Leaking Underground Storage Tanks
KS LAST..... Leaking Aboveground Storage Tanks
MO LAST..... Leaking Aboveground Storage Tanks

EXECUTIVE SUMMARY

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land

State and tribal registered storage tank lists

MO UST..... Petroleum Storage Tanks
MO AST..... Aboveground Petroleum Storage Tanks
INDIAN UST..... Underground Storage Tanks on Indian Land
FEMA UST..... Underground Storage Tank Listing

State and tribal institutional control / engineering control registries

KS INST CONTROL..... Institutional Controls Information

State and tribal voluntary cleanup sites

KS VCP..... Identified Sites List
INDIAN VCP..... Voluntary Cleanup Priority Listing
MO VCP..... Voluntary Cleanup Program Site Listing

State and tribal Brownfields sites

KS BROWNFIELDS..... Identified Sites List
MO BROWNFIELDS..... Brownfields Site List

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

ODI..... Open Dump Inventory
DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations
INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands

Local Lists of Hazardous waste / Contaminated Sites

US CDL..... Clandestine Drug Labs
KS AOCONCERN..... Area of Concern
KS CDL..... Clandestine Laboratory Data
MO CDL..... Environmental Emergency Response System
US HIST CDL..... National Clandestine Laboratory Register

Local Land Records

LIENS 2..... CERCLA Lien Information

Records of Emergency Release Reports

HMIRS..... Hazardous Materials Information Reporting System
KS SPILLS..... Kansas Spills Database
MO SPILLS..... Environmental Response Tracking Database

Other Ascertainable Records

RCRA NonGen / NLR..... RCRA - Non Generators

EXECUTIVE SUMMARY

DOT OPS..... Incident and Accident Data
DOD..... Department of Defense Sites
FUDS..... Formerly Used Defense Sites
CONSENT..... Superfund (CERCLA) Consent Decrees
ROD..... Records Of Decision
UMTRA..... Uranium Mill Tailings Sites
US MINES..... Mines Master Index File
TRIS..... Toxic Chemical Release Inventory System
TSCA..... Toxic Substances Control Act
FTTS..... FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
HIST FTTS..... FIFRA/TSCA Tracking System Administrative Case Listing
SSTS..... Section 7 Tracking Systems
ICIS..... Integrated Compliance Information System
PADS..... PCB Activity Database System
MLTS..... Material Licensing Tracking System
RADINFO..... Radiation Information Database
RAATS..... RCRA Administrative Action Tracking System
RMP..... Risk Management Plans
KS UIC..... Underground Injection Wells Database Listing
MO UIC..... Underground Injection Wells Database
KS DRYCLEANERS..... Registered Drycleaning Facilities
MO DRYCLEANERS..... Drycleaners in Missouri Listing
KS AIRS..... Title V Source Information
MO AIRS..... Permit Facility Listing
KS TIER 2..... Tier 2 Information Listing
INDIAN RESERV..... Indian Reservations
SCRD DRYCLEANERS..... State Coalition for Remediation of Drycleaners Listing
KS COAL ASH..... Coal Ash Disposal Site Listing
LEAD SMELTERS..... Lead Smelter Sites
2020 COR ACTION..... 2020 Corrective Action Program List
PCB TRANSFORMER..... PCB Transformer Registration Database
COAL ASH EPA..... Coal Combustion Residues Surface Impoundments List
MO COAL ASH..... Coal Ash Disposal Sites
US FIN ASSUR..... Financial Assurance Information
MO Financial Assurance..... Financial Assurance Information Listing
COAL ASH DOE..... Steam-Electric Plant Operation Data
PRP..... Potentially Responsible Parties
EPA WATCH LIST..... EPA WATCH LIST

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP..... EDR Proprietary Manufactured Gas Plants
EDR US Hist Auto Stat..... EDR Exclusive Historic Gas Stations

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

KS RGA LF..... Recovered Government Archive Solid Waste Facilities List
KS RGA HWS..... Recovered Government Archive State Hazardous Waste Facilities List

EXECUTIVE SUMMARY

MO RGA HWS..... Recovered Government Archive State Hazardous Waste Facilities List
 MO RGA LUST..... Recovered Government Archive Leaking Underground Storage Tank
 MO RGA LF..... Recovered Government Archive Solid Waste Facilities List

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property. Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in *bold italics* are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

Federal RCRA generators list

RCRA-LQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

A review of the RCRA-LQG list, as provided by EDR, and dated 09/10/2013 has revealed that there is 1 RCRA-LQG site within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>UNIVERSITY OF KANSAS HOSPITAL</i>	<i>2330 SHAWNEE MISSION PK</i>	<i>S 1/8 - 1/4 (0.185 mi.)</i>	<i>1</i>	<i>8</i>

State and tribal leaking storage tank lists

KS LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the Kansas Department of Environmental Protection's LUST Incident Report.

A review of the KS LUST list, as provided by EDR, and dated 10/22/2013 has revealed that there are 7 KS LUST sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>KMBZ/KMBR TRANSMITTER SITE</i> Facility Status: Closed	<i>4935 BELINDER ROAD</i>	<i>NW 1/8 - 1/4 (0.241 mi.)</i>	<i>2</i>	<i>25</i>
<i>FAIRWAY BP</i> Facility Status: Monitor	<i>2814 SHAWNEE MISSION PA</i>	<i>SW 1/4 - 1/2 (0.343 mi.)</i>	<i>5</i>	<i>30</i>
<i>CHARLIE WILLIAMS IMPORT PARTS</i> Facility Status: Closed	<i>2701 W 47TH</i>	<i>NNW 1/4 - 1/2 (0.466 mi.)</i>	<i>6</i>	<i>36</i>

EXECUTIVE SUMMARY

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
Not reported Facility Status: Closed	47TH & RAINBOW	N 1/4 - 1/2 (0.493 mi.)	8	39
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
UNIVERSITY OF KANSAS HOSPITAL Facility Status: Closed	2330 SHAWNEE MISSION PK	S 1/8 - 1/4 (0.185 mi.)	1	8
WESTWOOD HILLS SHOPPING CENTER Facility Status: Closed	5012 STATE LINE RD	E 1/8 - 1/4 (0.241 mi.)	A3	29
WESTWOOD, CITY OF Facility Status: Closed	1900 W 47TH PL.	NNE 1/4 - 1/2 (0.474 mi.)	7	37

State and tribal registered storage tank lists

KS UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of Health & Environment's UST (Report) Listing Including Names.

A review of the KS UST list, as provided by EDR, and dated 10/22/2013 has revealed that there are 2 KS UST sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
KMBZ/KMBR TRANSMITTER SITE	4935 BELINDER ROAD	NW 1/8 - 1/4 (0.241 mi.)	2	25
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
UNIVERSITY OF KANSAS HOSPITAL	2330 SHAWNEE MISSION PK	S 1/8 - 1/4 (0.185 mi.)	1	8

KS AST: The Aboveground Storage Tank database contains registered ASTs. The data come from the Department of Health & Environment's AST (Report) Listing Including Names.

A review of the KS AST list, as provided by EDR, and dated 10/22/2013 has revealed that there is 1 KS AST site within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
UNIVERSITY OF KANSAS HOSPITAL	2330 SHAWNEE MISSION PK	S 1/8 - 1/4 (0.185 mi.)	1	8

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR US Hist Cleaners: EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories

EXECUTIVE SUMMARY

reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

A review of the EDR US Hist Cleaners list, as provided by EDR, has revealed that there is 1 EDR US Hist Cleaners site within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DE FORD DINWIDDIE W CLNR	5004 STATE LINE	ENE 1/8 - 1/4 (0.242 mi.)	A4	30

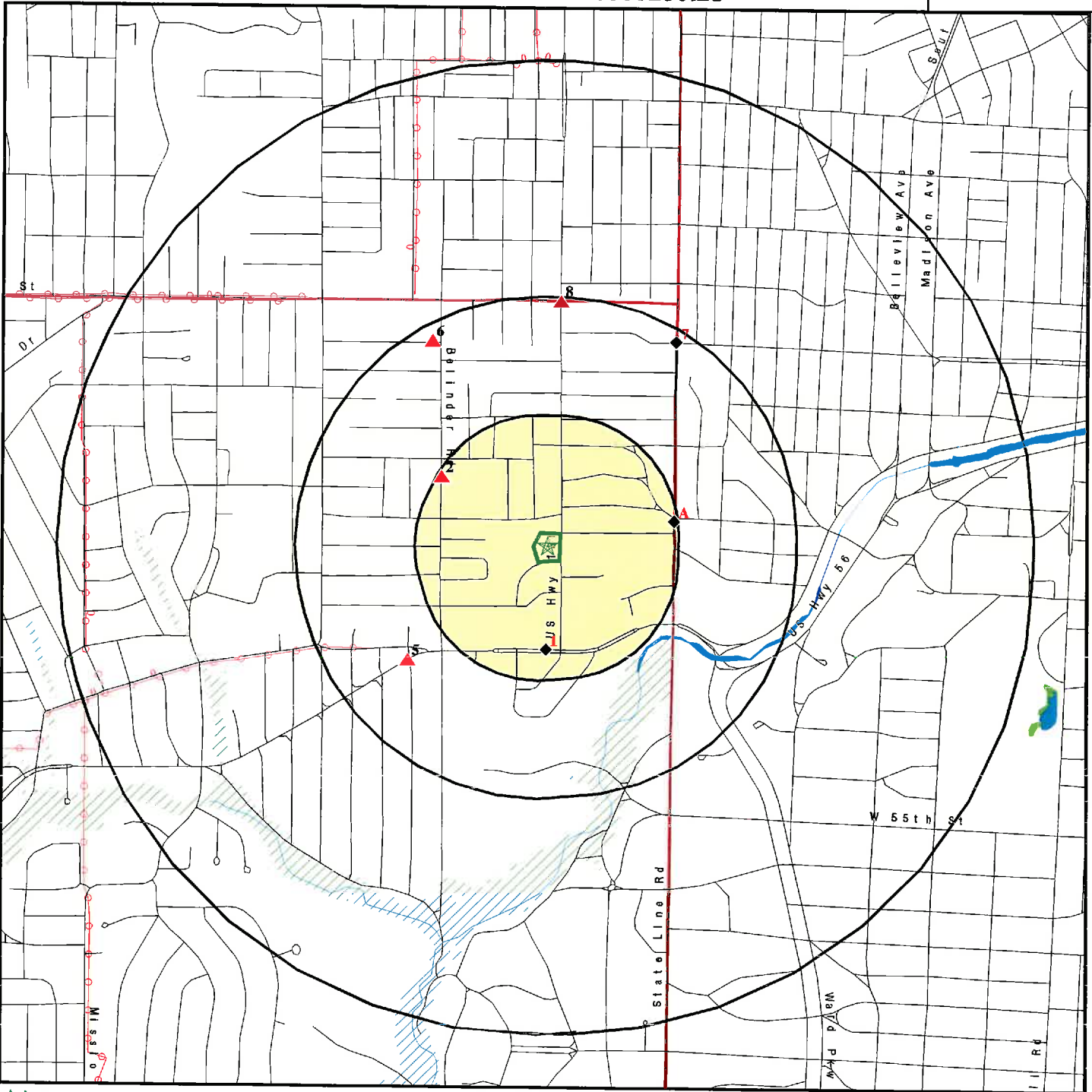
EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 7 records.

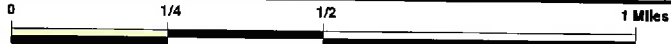
<u>Site Name</u>	<u>Database(s)</u>
HARLEYWOODS BTA	KS SHWS, KS RGA HWS
5919 WOODSTON BTA	KS SHWS, KS RGA HWS
MERCURY-REINHARDT DRIVE	CERCLIS
SANDIFER MOTORS	KS SWF/LF, KS RGA LF
RAINBOW AND 47TH	KS LUST
HILLMAN HARDWARE	MI AST
HEALTH RELATED SVC INC	RCRA NonGen / NLR, FINDS

OVERVIEW MAP - 3866250.2s

Item B.Section X, Item



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- County Boundary
- Power transmission lines
- Oil & Gas pipelines from USGS
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory
- Areas of Concern



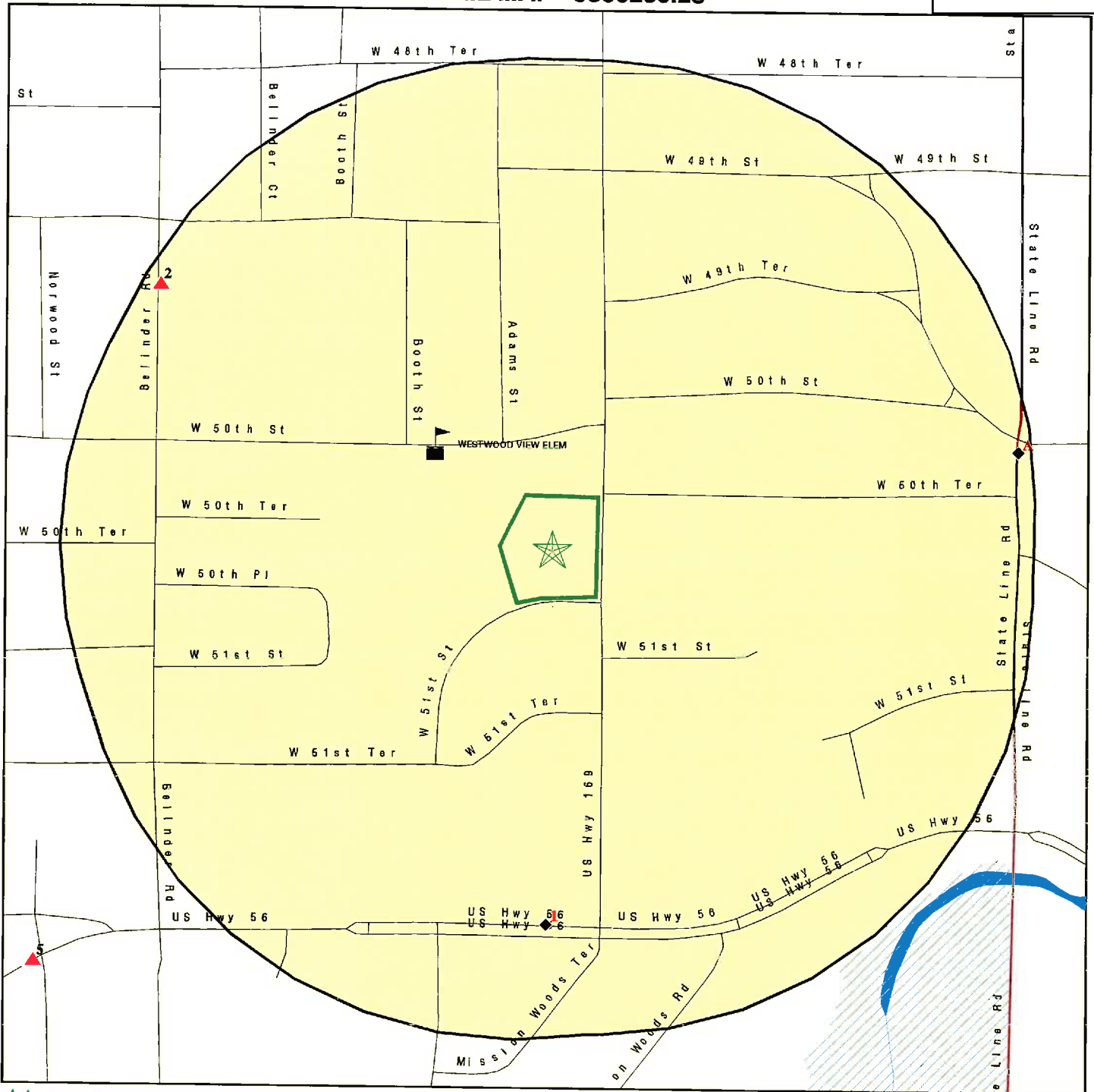
This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Westwood Christian Church
ADDRESS: 5050 Rainbow Boulevard
 Mission KS 66205
LAT/LONG: 39.0365 / 94.6124

CLIENT: Kansas City Testing and Engineering LLC
CONTACT: Andrew Michael
INQUIRY #: 3866250.2s
DATE: February 26, 2014 3:47 pm

DETAIL MAP - 3866250.2s

Item B, Section X, Item



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- County Boundary
- Oil & Gas pipelines from USGS
- 100-year flood zone
- 500-year flood zone
- Areas of Concern

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

<p>SITE NAME: Westwood Christian Church ADDRESS: 5050 Rainbow Boulevard Mission KS 66205 LAT/LONG: 39.0365 / 94.6124</p>	<p>CLIENT: Kansas City Testing and Engineering LLC CONTACT: Andrew Michael INQUIRY #: 3866250.2s DATE: February 26, 2014 3:48 pm</p>
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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
<u>STANDARD ENVIRONMENTAL RECORDS</u>								
<i>Federal NPL site list</i>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	TP		NR	NR	NR	NR	NR	0
<i>Federal Delisted NPL site list</i>								
Delisted NPL	1.000		0	0	0	0	NR	0
<i>Federal CERCLIS list</i>								
CERCLIS	0.500		0	0	0	NR	NR	0
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
<i>Federal CERCLIS NFRAP site List</i>								
CERC-NFRAP	0.500		0	0	0	NR	NR	0
<i>Federal RCRA CORRACTS facilities list</i>								
CORRACTS	1.000		0	0	0	0	NR	0
<i>Federal RCRA non-CORRACTS TSD facilities list</i>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<i>Federal RCRA generators list</i>								
RCRA-LQG	0.250		0	1	NR	NR	NR	1
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-CESQG	0.250		0	0	NR	NR	NR	0
<i>Federal institutional controls / engineering controls registries</i>								
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
LUCIS	0.500		0	0	0	NR	NR	0
<i>Federal ERNS list</i>								
ERNS	TP		NR	NR	NR	NR	NR	0
<i>State- and tribal - equivalent CERCLIS</i>								
KS SHWS	1.000		0	0	0	0	NR	0
MO SHWS	1.000		0	0	0	0	NR	0
<i>State and tribal landfill and/or solid waste disposal site lists</i>								
KS SWF/LF	0.500		0	0	0	NR	NR	0
MO SWF/LF	0.500		0	0	0	NR	NR	0
<i>State and tribal leaking storage tank lists</i>								
KS LUST	0.500		0	3	4	NR	NR	7
MO LUST	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
KS LAST	0.500		0	0	0	NR	NR	0
MO LAST	0.500		0	0	0	NR	NR	0
INDIAN LUST	0.500		0	0	0	NR	NR	0
State and tribal registered storage tank lists								
KS UST	0.250		0	2	NR	NR	NR	2
MO UST	0.250		0	0	NR	NR	NR	0
KS AST	0.250		0	1	NR	NR	NR	1
MO AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
FEMA UST	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
KS INST CONTROL	0.500		0	0	0	NR	NR	0
State and tribal voluntary cleanup sites								
KS VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
MO VCP	0.500		0	0	0	NR	NR	0
State and tribal Brownfields sites								
KS BROWNFIELDS	0.500		0	0	0	NR	NR	0
MO BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US CDL	TP		NR	NR	NR	NR	NR	0
KS AOCONCERN	1.000		0	0	0	0	NR	0
KS CDL	TP		NR	NR	NR	NR	NR	0
MO CDL	TP		NR	NR	NR	NR	NR	0
US HIST CDL	TP		NR	NR	NR	NR	NR	0
Local Land Records								
LIENS 2	TP		NR	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	TP		NR	NR	NR	NR	NR	0
KS SPILLS	TP		NR	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
MO SPILLS	TP		NR	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
DOD	1.000		0	0	0	0	NR	0
FUJDS	1.000		0	0	0	0	NR	0
CONSENT	1.000		0	0	0	0	NR	0
ROD	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
RMP	TP		NR	NR	NR	NR	NR	0
KS UIC	TP		NR	NR	NR	NR	NR	0
MO UIC	TP		NR	NR	NR	NR	NR	0
KS DRYCLEANERS	0.250		0	0	NR	NR	NR	0
MO DRYCLEANERS	0.250		0	0	NR	NR	NR	0
KS AIRS	TP		NR	NR	NR	NR	NR	0
MO AIRS	TP		NR	NR	NR	NR	NR	0
KS TIER 2	TP		NR	NR	NR	NR	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
KS COAL ASH	0.500		0	0	0	NR	NR	0
KS Financial Assurance	TP		NR	NR	NR	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
MO COAL ASH	0.500		0	0	0	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
MO Financial Assurance	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	1.000		0	0	0	0	NR	0
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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
EDR US Hist Auto Stat	0.250		0	0	NR	NR	NR	0
EDR US Hist Cleaners	0.250		0	1	NR	NR	NR	1

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

KS RGA LF	TP		NR	NR	NR	NR	NR	0
KS RGA HWS	TP		NR	NR	NR	NR	NR	0
KS RGA LUST	TP		NR	NR	NR	NR	NR	0
MO RGA HWS	TP		NR	NR	NR	NR	NR	0
MO RGA LUST	TP		NR	NR	NR	NR	NR	0
MO RGA LF	TP		NR	NR	NR	NR	NR	0

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

1
South
1/8-1/4
0.185 mi.
975 ft.

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD
2330 SHAWNEE MISSION PKWY
WESTWOOD, KS 66205

RCRA-LQG **1000399097**
FINDS **KSD006942395**
KS LUST
KS UST
KS AST
US AIRS
KS RGA LUST

Relative:
Lower

Actual:
920 ft.

RCRA-LQG:

Date form received by agency: 02/25/2013
Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD
Facility address: 2330 SHAWNEE MISSION PKWY
WESTWOOD, KS 66205
EPA ID: KSD006942395
Mailing address: SHAWNEE MISSION PKWY
WESTWOOD, KS 66205
Contact: CHRIS DELANEY
Contact address: SHAWNEE MISSION PKWY
WESTWOOD, KS 66205
Contact country: US
Contact telephone: (913) 945-5413
Contact email: CDELANEY@KUMC.EDU
EPA Region: 07
Land type: Private
Classification: Large Quantity Generator
Description: Handler: generates 1,000 kg or more of hazardous waste during any calendar month; or generates more than 1 kg of acutely hazardous waste during any calendar month; or generates more than 100 kg of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month; or generates 1 kg or less of acutely hazardous waste during any calendar month, and accumulates more than 1 kg of acutely hazardous waste at any time; or generates 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates more than 100 kg of that material at any time

Owner/Operator Summary:

Owner/operator name: SPRINT COMMUNICATIONS CO
Owner/operator address: 2330 SHAWNEE MISSION PKWY
SHAWNEE, KS 66205
Owner/operator country: US
Owner/operator telephone: (913) 624-2677
Legal status: Private
Owner/Operator Type: Owner
Owner/Op start date: 12/03/2003
Owner/Op end date: 07/06/2005

Owner/operator name: SPRINT COMMUNICATIONS CO
Owner/operator address: Not reported
KS
Owner/operator country: US
Owner/operator telephone: Not reported
Legal status: Private
Owner/Operator Type: Operator
Owner/Op start date: 12/03/2003
Owner/Op end date: 07/06/2005

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Owner/operator name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY
 Owner/operator address: Not reported
 Not reported
 Owner/operator country: Not reported
 Owner/operator telephone: Not reported
 Legal status: State
 Owner/Operator Type: Operator
 Owner/Op start date: 07/07/2005
 Owner/Op end date: Not reported

Owner/operator name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY
 Owner/operator address: RAINBOW BOULEVARD
 KANSAS CITY, KS 66160
 Owner/operator country: US
 Owner/operator telephone: Not reported
 Legal status: State
 Owner/Operator Type: Owner
 Owner/Op start date: 07/07/2005
 Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No
 Mixed waste (haz. and radioactive): No
 Recycler of hazardous waste: No
 Transporter of hazardous waste: No
 Treater, storer or disposer of HW: No
 Underground injection activity: No
 On-site burner exemption: No
 Furnace exemption: No
 Used oil fuel burner: No
 Used oil processor: No
 User oil refiner: No
 Used oil fuel marketer to burner: No
 Used oil Specification marketer: No
 Used oil transfer facility: No
 Used oil transporter: No

Historical Generators:

Date form received by agency: 02/28/2012
 Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD
 Classification: Large Quantity Generator

Date form received by agency: 02/28/2012
 Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD
 Classification: Large Quantity Generator

Date form received by agency: 06/29/2011
 Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD
 Classification: Large Quantity Generator

Date form received by agency: 03/21/2011
 Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD
 Classification: Small Quantity Generator

Date form received by agency: 01/26/2010
 Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)
EDR ID Number
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Classification: Small Quantity Generator

Date form received by agency: 02/25/2009

Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

Classification: Small Quantity Generator

Date form received by agency: 09/15/2008

Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

Classification: Small Quantity Generator

Date form received by agency: 08/13/2008

Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

Classification: Small Quantity Generator

Date form received by agency: 02/27/2004

Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

Site name: SPRINT WESTWOOD

Classification: Conditionally Exempt Small Quantity Generator

Date form received by agency: 12/03/2003

Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

Site name: SPRINT WESTWOOD

Classification: Conditionally Exempt Small Quantity Generator

Date form received by agency: 07/08/2003

Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

Site name: SPRINT

Classification: Not a generator, verified

Date form received by agency: 02/21/2001

Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

Site name: SPRINT

Classification: Large Quantity Generator

Date form received by agency: 05/30/2000

Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

Site name: SPRINT

Classification: Conditionally Exempt Small Quantity Generator

Hazardous Waste Summary:

Waste code: D001

Waste name: IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKEY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.

Waste code: D002

Waste name: A WASTE WHICH HAS A PH OF LESS THAN 2 OR GREATER THAN 12.5 IS CONSIDERED TO BE A CORROSIVE HAZARDOUS WASTE. SODIUM HYDROXIDE, A CAUSTIC SOLUTION WITH A HIGH PH, IS OFTEN USED BY INDUSTRIES TO CLEAN OR DEGREASE PARTS. HYDROCHLORIC ACID, A SOLUTION WITH A LOW PH, IS USED BY MANY INDUSTRIES TO CLEAN METAL PARTS PRIOR TO PAINTING. WHEN THESE CAUSTIC OR ACID SOLUTIONS BECOME CONTAMINATED AND MUST BE DISPOSED, THE WASTE WOULD BE A CORROSIVE HAZARDOUS WASTE.

Map ID
Direction
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MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Waste code:	D007
Waste name:	CHROMIUM
Waste code:	D009
Waste name:	MERCURY
Waste code:	D010
Waste name:	SELENIUM
Waste code:	D011
Waste name:	SILVER
Waste code:	D013
Waste name:	LINDANE
Waste code:	F003
Waste name:	THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NON-HALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS, AND, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005, AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
Waste code:	P001
Waste name:	2H-1-BENZOPYRAN-2-ONE, 4-HYDROXY-3-(3-OXO-1-PHENYLBUTYL)-, & SALTS, WHEN PRESENT AT CONCENTRATIONS GREATER THAN 0.3%
Waste code:	P012
Waste name:	ARSENIC OXIDE AS2O3
Waste code:	P042
Waste name:	1,2-BENZENEDIOL, 4-[1-HYDROXY-2-(METHYLAMINO)ETHYL]-, (R)-
Waste code:	P075
Waste name:	NICOTINE, & SALTS
Waste code:	P081
Waste name:	NITROGLYCERINE (R)
Waste code:	P188
Waste name:	BENZOIC ACID, 2-HYDROXY-, COMPD. WITH (3AS-CIS)-1,2,3,3A,8,8A-HEXAHYDRO-1,3A,8-TRIMETHYLPYRROLO[2,3-
Waste code:	U010
Waste name:	AZIRINO[2',3':3,4]PYRROLO[1,2-A]INDOLE-4,7-DIONE, 6-AMINO-8-[[[(AMINOCARBONYLOXY)METHYL]-1,1A,2,8,8A,8B-HEXAHYDRO-8A-METHOXY-5-METHYL-, [1AS-(1AALPHA, 8BETA,8AALPHA,8BALPHA)]-
Waste code:	U035
Waste name:	BENZENE BUTANOIC ACID, 4-[BIS(2-CHLOROETHYL)AMINO]-
Waste code:	U044

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s) EDR ID Number
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Waste name:	CHLOROFORM
Waste code:	U058
Waste name:	CYCLOPHOSPHAMIDE
Waste code:	U059
Waste name:	DAUNOMYCIN
Waste code:	U122
Waste name:	FORMALDEHYDE
Waste code:	U123
Waste name:	FORMIC ACID (C,T)
Waste code:	U129
Waste name:	CYCLOHEXANE, 1,2,3,4,5,6-HEXACHLORO-, (1ALPHA,2ALPHA,3BETA,4ALPHA,5ALPHA,6BETA)-
Waste code:	U132
Waste name:	HEXACHLOROPHENE
Waste code:	U150
Waste name:	MELPHALAN
Waste code:	U151
Waste name:	MERCURY
Waste code:	U154
Waste name:	METHANOL (I)
Waste code:	U161
Waste name:	METHYL ISOBUTYL KETONE (I)
Waste code:	U188
Waste name:	PHENOL
Waste code:	U200
Waste name:	RESERPINE
Waste code:	U202
Waste name:	1,2-BENZISOTHIAZOL-3(2H)-ONE, 1,1-DIOXIDE, & SALTS
Waste code:	U205
Waste name:	SELENIUM SULFIDE
Waste code:	U206
Waste name:	GLUCOPYRANOSE, 2-DEOXY-2-(3-METHYL-3-NITROSOUREIDO)-, D-
Waste code:	U226
Waste name:	ETHANE, 1,1,1-TRICHLORO-
Waste code:	U236
Waste name:	2,7-NAPHTHALENEDISULFONIC ACID, 3,3'-[[(3,3'- DIMETHYL[1,1'-BIPHENYL]-4,4'-DIYL)BIS(AZO)BIS[5-AMINO-4-HYDROXY]-, TETRASODIUM SALT
Waste code:	U237

MAP FINDINGS

Map ID
Direction
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Elevation

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Database(s)

EDR ID Number
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Waste name: 2,4-(1H,3H)-PYRIMIDINEDIONE, 5-[BIS(2-CHLOROETHYL)AMINO]-

Waste code: U248

Waste name: 2H-1-BENZOPYRAN-2-ONE, 4-HYDROXY-3-(3-OXO-1-PHENYL-BUTYL)-, & SALTS, WHEN PRESENT AT CONCENTRATIONS OF 0.3% OR LESS

Biennial Reports:

Last Biennial Reporting Year: 2013

Annual Waste Handled:

Waste code: D001

Waste name: IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.

Amount (Lbs): 1525

Waste code: D002

Waste name: A WASTE WHICH HAS A PH OF LESS THAN 2 OR GREATER THAN 12.5 IS CONSIDERED TO BE A CORROSIVE HAZARDOUS WASTE. SODIUM HYDROXIDE, A CAUSTIC SOLUTION WITH A HIGH PH, IS OFTEN USED BY INDUSTRIES TO CLEAN OR DEGREASE PARTS. HYDROCHLORIC ACID, A SOLUTION WITH A LOW PH, IS USED BY MANY INDUSTRIES TO CLEAN METAL PARTS PRIOR TO PAINTING. WHEN THESE CAUSTIC OR ACID SOLUTIONS BECOME CONTAMINATED AND MUST BE DISPOSED, THE WASTE WOULD BE A CORROSIVE HAZARDOUS WASTE.

Amount (Lbs): 185

Waste code: D003

Waste name: A MATERIAL IS CONSIDERED TO BE A REACTIVE HAZARDOUS WASTE IF IT IS NORMALLY UNSTABLE, REACTS VIOLENTLY WITH WATER, GENERATES TOXIC GASES WHEN EXPOSED TO WATER OR CORROSIVE MATERIALS, OR IF IT IS CAPABLE OF DETONATION OR EXPLOSION WHEN EXPOSED TO HEAT OR A FLAME. ONE EXAMPLE OF SUCH WASTE WOULD BY WASTE GUNPOWDER.

Amount (Lbs): 185

Waste code: D007

Waste name: CHROMIUM

Amount (Lbs): 1340

Waste code: D009

Waste name: MERCURY

Amount (Lbs): 1840

Waste code: D011

Waste name: SILVER

Amount (Lbs): 1340

Waste code: D013

Waste name: LINDANE

Amount (Lbs): 1340

Waste code: P001

Waste name: 2H-1-BENZOPYRAN-2-ONE, 4-HYDROXY-3-(3-OXO-1-PHENYLBUTYL)-, & SALTS, WHEN PRESENT AT CONCENTRATIONS GREATER THAN 0.3%

MAP FINDINGS

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EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Amount (Lbs): 1340

Waste code: P042
Waste name: 1,2-BENZENEDIOL, 4-[1-HYDROXY-2-(METHYLAMINO)ETHYL]-, (R)-
Amount (Lbs): 1340

Waste code: P075
Waste name: NICOTINE, & SALTS
Amount (Lbs): 1340

Waste code: U010
Waste name: AZIRINO[2',3':3,4]PYRROLO[1,2-A]INDOLE-4,7-DIONE,
6-AMINO-8-[[[AMINOCARBONYL)OXY]METHYL]-
1,1A,2,8,8A,8B-HEXAHYDRO-8A-METHOXY-5-METHYL-, [1AS-(1AALPHA,
8BETA,8AALPHA,8BALPHA)]-
Amount (Lbs): 1340

Waste code: U035
Waste name: BENZENE BUTANOIC ACID, 4-[BIS(2-CHLOROETHYL)AMINO]-
Amount (Lbs): 1340

Waste code: U058
Waste name: CYCLOPHOSPHAMIDE
Amount (Lbs): 1340

Waste code: U059
Waste name: DAUNOMYCIN
Amount (Lbs): 1340

Waste code: U129
Waste name: CYCLOHEXANE, 1,2,3,4,5,6-HEXACHLORO-,
(1ALPHA,2ALPHA,3BETA,4ALPHA,5ALPHA,6BETA)-
Amount (Lbs): 1340

Waste code: U132
Waste name: HEXACHLOROPHENE
Amount (Lbs): 1340

Waste code: U150
Waste name: MELPHALAN
Amount (Lbs): 1340

Waste code: U154
Waste name: METHANOL (l)
Amount (Lbs): 185

Facility Has Received Notices of Violations:

Regulation violated: Not reported
Area of violation: Generators - General
Date violation determined: 05/17/2011
Date achieved compliance: 07/01/2011
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 05/17/2011
Enf. disposition status: Not reported
Enf. disp. status date: Not reported

MAP FINDINGS

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UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: TSD IS-Preparedness and Prevention
Date violation determined: 05/17/2011
Date achieved compliance: 07/01/2011
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 08/01/2011
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: Generators - General
Date violation determined: 05/17/2011
Date achieved compliance: 07/01/2011
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 08/01/2011
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: Generators - Records/Reporting
Date violation determined: 05/17/2011
Date achieved compliance: 07/01/2011
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 05/17/2011
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: TSD IS-General Facility Standards
Date violation determined: 05/17/2011
Date achieved compliance: 07/01/2011
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 05/17/2011
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State

MAP FINDINGS

Map ID
Direction
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Site

Database(s)

EDR ID Number
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: TSD IS-Contingency Plan and Emergency Procedures
Date violation determined: 05/17/2011
Date achieved compliance: 07/01/2011
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 05/17/2011
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: Generators - Records/Reporting
Date violation determined: 05/17/2011
Date achieved compliance: 05/17/2011
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 05/17/2011
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: TSD IS-Contingency Plan and Emergency Procedures
Date violation determined: 05/17/2011
Date achieved compliance: 07/01/2011
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 08/01/2011
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: Generators - Records/Reporting
Date violation determined: 05/17/2011
Date achieved compliance: 07/01/2011
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 08/01/2011
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported

MAP FINDINGS

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Database(s)

EDR ID Number
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UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: TSD IS-General Facility Standards
Date violation determined: 05/17/2011
Date achieved compliance: 07/01/2011
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 08/01/2011
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: TSD IS-Preparedness and Prevention
Date violation determined: 05/17/2011
Date achieved compliance: 07/01/2011
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 05/17/2011
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Regulation violated: Not reported
Area of violation: Generators - Pre-transport
Date violation determined: 05/17/2011
Date achieved compliance: 05/17/2011
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 05/17/2011
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported
Final penalty amount: Not reported
Paid penalty amount: Not reported

Evaluation Action Summary:
Evaluation date: 08/01/2011
Evaluation: NON-FINANCIAL RECORD REVIEW
Area of violation: Not reported
Date achieved compliance: Not reported
Evaluation lead agency: State

Evaluation date: 05/17/2011
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: TSD IS-General Facility Standards
Date achieved compliance: 07/01/2011
Evaluation lead agency: State

MAP FINDINGS

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UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Evaluation date: 05/17/2011
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Generators - Records/Reporting
Date achieved compliance: 07/01/2011
Evaluation lead agency: State

Evaluation date: 05/17/2011
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Generators - Pre-transport
Date achieved compliance: 05/17/2011
Evaluation lead agency: State

Evaluation date: 05/17/2011
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Generators - Records/Reporting
Date achieved compliance: 05/17/2011
Evaluation lead agency: State

Evaluation date: 05/17/2011
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: TSD IS-Preparedness and Prevention
Date achieved compliance: 07/01/2011
Evaluation lead agency: State

Evaluation date: 05/17/2011
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: Generators - General
Date achieved compliance: 07/01/2011
Evaluation lead agency: State

Evaluation date: 05/17/2011
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE
Area of violation: TSD IS-Contingency Plan and Emergency Procedures
Date achieved compliance: 07/01/2011
Evaluation lead agency: State

FINDS:

Registry ID: 110001376886

Environmental Interest/Information System

KS-FP (Kansas - Facility Profiler) is a geographically-based data warehouse site that presents information about facilities and locations of interest to the KDHE. This site has in excess of twenty environmental interest which contains information on closed facilities, completed cleanups, and past operations as well as data on current operations and activities.

AFS (Aerometric Information Retrieval System (AIRS) Facility Subsystem) replaces the former Compliance Data System (CDS), the National Emission Data System (NEDS), and the Storage and Retrieval of Aerometric Data (SAROAD). AIRS is the national repository for information concerning airborne pollution in the United States. AFS is used to track emissions and compliance data from industrial plants. AFS data are utilized by states to prepare State Implementation Plans to comply with regulatory programs and by EPA as an input for the estimation of total national emissions. AFS is undergoing a major redesign to support facility operating permits required under Title V

MAP FINDINGS

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Database(s)

EDR ID Number
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UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

of the Clean Air Act.

LUST:

Facility ID:	29580
Site Status:	Closed
Release Date:	Not reported
Initial Report Date:	09/14/1992
Project Number:	U4-046-01297
Project Name:	Us Sprint, Westwood, 2330 Shawnee Miss P
Legal Desc Section:	03
Legal Desc Township:	12S
Legal Desc Range:	24E
Initial Ranking:	Not reported
Current Ranking:	Not reported
Facility Contact:	Dave Rogers
Facility Phone Number:	816-854-7662
Facility Owner Identification number:	29433
Facility Owner:	Not reported
Owner Contact Person:	Not reported
Owner Address:	Westwood
Owner City:	Not reported
Owner State:	KS
Owner Zip Code:	Not reported
Owner Phone number:	Not reported
Contractor license number:	Not reported
Contractor phone number:	Not reported
Leak duration (if known):	Not reported
Quantity released (if known):	Not reported
Quantity recorded:	Not reported
Leak Type:	Not reported
Reported By:	Not reported
Reported by persons phone number:	Not reported
Reported by person address:	Not reported
Ground water Impacted (yes/no):	bedrock 12' (lms) to 17'; gw not encountered w/ exception to limited quantities at bedrock.
Static groundwater level:	Not reported
Groundwater flow direction:	Not reported
District staff names:	Dan Kellerman
Assessment of release:	no impact revealed in soil borings around ust or lines. soil borings on lines not every 20';tt confirmed integrity of lines acceptable.two analytical methods(8020 & 8015)used, nothing detected in excess of kdhe limits.
Contaimination assesement:	yes, known usts have been addressed(none), no other usts at this location.
Extent of contamination impact:	no gw impact suspected or projected. sample collected.
Updated information:	Not reported
Invoice initiated:	19924
Invoice on going:	Not reported
Invoinc completetd:	19924
Release confirmed:	Not reported
Emergency contact:	Not reported
Enforcement action:	Not reported
Cost recovery:	Not reported
Cost recovery initiated:	Not reported
Cost recovery initiated by:	Not reported
Cost recovery completed:	Not reported

MAP FINDINGS

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Database(s)
EDR ID Number
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Cost recovery completed by: Not reported
Application to trust fund: Not reported

Facility ID: 82641
Site Status: **Closed**
Release Date: Not reported
Initial Report Date: 10/17/2006
Project Number: U4-046-13868
Project Name: University of Kansas Westwood Campus
Legal Desc Section: 03
Legal Desc Township: 12S
Legal Desc Range: 25E
Initial Ranking: Not reported
Current Ranking: Not reported
Facility Contact: Duane Daugherty
Facility Phone Number: Not reported
Facility Owner Identification number: 30255
Facility Owner: Univ. of KS Medical Ctr.
Owner Contact Person: Duane Daugherty
Owner Address: 3901 Rainbow Blvd.
Owner City: Kansas City
Owner State: KS
Owner Zip Code: 66160
Owner Phone number: 913-588-1567
Contractor license number: C0037
Contractor phone number: 816-525-8811
Leak duration (if known): Not reported
Quantity released (if known): Not reported
Quantity recorded: Not reported
Leak Type: Not reported
Reported By: Duane Dougherty
Reported by persons phone number: 913-588-1567
Reported by person address: 3901 Rainbow
Ground water Impacted (yes/no): Clay/Silty clay overlying weathered bedrock. Groundwater in the area is typically perched in nature.

Static groundwater level: Not reported
Groundwater flow direction: Ass
District staff names: Tom Winn
Assessment of release: USTs were exposed during excavation activities for a new sewer line. The soil adjacent to the USTs was visibly stained. The size of the UST basin was limited and the amount of impacted soil appears small.

Contamination assesement: Yes.
Extent of contamination impact: Groundwater was not encountered.
Updated information: Site location is located in a primarily commercial area bordered up-gradient by residential. A golf course is located hydraulically down-gradient. 3 abandoned USTs were encountered during the installation of a sanitary sewer extension. One of the tank

Invoice initiated: 20071
Invoice on going: Not reported
Invoic completetd: 20071
Release confirmed: 20071

Emergency contact: Not reported
Enforcement action: Not reported
Cost recovery: Not reported
Cost recovery initiated: 20071
Cost recovery initiated by: Responsible Party
Cost recovery completed: 20071

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s) EDR ID Number
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Cost recovery completed by: Responsible Party
Application to trust fund: Not reported

UST:

Facility ID: 29580
Facility 911 Address: 2330 SHAWNEE MISSION PKWY
Facility 911 City, State, Zip: WESTWOOD, KS 66205-2005
Facility Phone: 913-588-1270
Phone 24 Hours: 913-588-1270
Facility District: NE
Facility Location Method: Not reported
Facility Feature: Not reported
Facility Datum: Not reported
Facility Lat/Long: /
Owner ID: 44151
Owner: UNIV OF KS HOSP AUTH-WESTWOOD
Owner Type: Private Or Corp.
Owner/Rep Name: JON JACKSON
Owner/Rep Title: Not reported
Owner Address: 3901 RAINBOW BLVD
Owner City, State, Zip: KANSAS CITY, KS 66160-7118
Owner County: WYANDOTTE
Contact: DWIGHT KASPERBAUER
Contact Title: Not reported

Tank ID: 001
Tank Type: Underground
Tank Status: Permanently Out Of Use
Total Capacity (Gals): 5000
Hazards: Not reported
Petroleum Substance: Heating Oil
NonPetroleum Substance: Not reported
Estimated Yr In Service: 1967
Date Removed: 9/15/1992
Last Permit Printed: Not reported
Current Permit Printed: Not reported
QTY Remaining in Tank: 0
Filled/Removed: Filled
Tank Empty: Not reported
Out of Service Mo/Yr: 091992
Material of Construction: Steel
Piping: Other,STEEL W/ASPHALTIC WR
Tank Internal Protection: Unknown
Tank External Protection: Unknown

AST:

Facility ID: 29580
Facility 911 Address: 2330 SHAWNEE MISSION PKWY
Facility 911 City,St,Zip: WESTWOOD, KS 66205-2005
Facility Phone: 913-588-1270
24 Hour Phone Num: 913-588-1270
Facility District: NE
Facility Location Method: Not reported
Facility Feature: Not reported
Facility Datum: Not reported
Facility Lat/Long: Not reported

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s) EDR ID Number
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Owner ID: 44151
Owner Type: Private Or Corp.
Owner Name: UNIV OF KS HOSP AUTH-WESTWOOD
Owner Address: 3901 RAINBOW BLVD
Owner City, St Zip: KANSAS CITY, KS 66160-7118
Owner County: WYANDOTTE
Owner Phone: 913-588-8302
Owner Replacement Name: JON JACKSON
Owner Replacement Title: Not reported
Contact: DWIGHT KASPERBAUER
Contact Title: Not reported

Tank ID: 003
Tank Type: Aboveground
Tank Status: Current In Use
Tank Empty: Not reported
Installation Year: 2002
Date Removed: Not reported
Last Permit Printed: 2012-06-22 00:00:00
Current Permit Printed: 2013-06-18 00:00:00
QTY remaining in Tank: Not reported
Out of service Mo/Yr: Not reported
Material of Construction: Double Wall
Petroleum Substance: Diesel
NonPetroleum Substance: Not reported
Hazards: Fire, Chronic, Acute
Tank Internal Protection: Not reported
Tank External Protection: Not reported
Principal CERCLA Substance/Chem Abstract Service Num: 68476-34-6

Tank ID: 001
Tank Type: Aboveground
Tank Status: Current In Use
Tank Empty: Not reported
Installation Year: 1998
Date Removed: Not reported
Last Permit Printed: 2012-06-22 00:00:00
Current Permit Printed: 2013-06-18 00:00:00
QTY remaining in Tank: 0
Out of service Mo/Yr: Not reported
Material of Construction: Steel
Petroleum Substance: Diesel
NonPetroleum Substance: Not reported
Hazards: Fire, Chronic, Acute
Tank Internal Protection: Not reported
Tank External Protection: Not reported
Principal CERCLA Substance/Chem Abstract Service Num: 68476-34-6

Tank ID: 002
Tank Type: Aboveground
Tank Status: Current In Use
Tank Empty: Not reported
Installation Year: 2001
Date Removed: Not reported
Last Permit Printed: 2012-06-22 00:00:00

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Current Permit Printed: 2013-06-18 00:00:00
QTY remaining in Tank: Not reported
Out of service Mo/Yr: Not reported
Material of Construction: Steel
Petroleum Substance: Diesel
NonPetroleum Substance: Not reported
Hazards: Fire,Chronic,Acute
Tank Internal Protection: Unknown
Tank External Protection: Painted
Principal CERCLA Substance/Chem Abstract Service Num: 68476-34-6

AIRS (AFS):

Airs Minor Details:

EPA plant ID: 110001376886
Plant name: SPRINT COMMUNICATIONS CO., LP
Plant address: 2330 SHAWNEE MISSION PARKWAY
WESTWOOD, KS 66205
County: JOHNSON
Region code: 07
Dunn & Bradst #: Not reported
Air quality cntrl region: 094
Sic code: 4813
Sic code desc: TELEPHONE COMMUNICATIONS, EXCEPT RADIO (1987)
North Am. industrial classf: 517110
NAIC code description: Wired Telecommunications Carriers
Default compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS
Default classification: POTENTIAL UNCONTROLLED EMISSIONS < 100 TONS/YEAR
Govt facility: ALL OTHER FACILITIES NOT OWNED OR OPERATED BY A FEDERAL, STATE, OR LOCAL GOVERNMENT
Current HPV: Not reported

Compliance and Enforcement Major Issues:

Air program: SIP SOURCE
National action type: Not reported
Date achieved: 00000
Penalty amount: Not reported

Historical Compliance Minor Sources:

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS
Hist compliance date: 1202
Air prog code hist file: SIP SOURCE
State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS
Hist compliance date: 1204
Air prog code hist file: SIP SOURCE
State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS
Hist compliance date: 1303
Air prog code hist file: SIP SOURCE
State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS
Hist compliance date: 1004
Air prog code hist file: SIP SOURCE

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS
Hist compliance date: 1101
Air prog code hist file: SIP SOURCE

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS
Hist compliance date: 1102
Air prog code hist file: SIP SOURCE

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS
Hist compliance date: 1103
Air prog code hist file: SIP SOURCE

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS
Hist compliance date: 1104
Air prog code hist file: SIP SOURCE

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS
Hist compliance date: 1201
Air prog code hist file: SIP SOURCE

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS
Hist compliance date: 1203
Air prog code hist file: SIP SOURCE

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS
Hist compliance date: 1301
Air prog code hist file: SIP SOURCE

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS
Hist compliance date: 1302
Air prog code hist file: SIP SOURCE

Compliance & Violation Data by Minor Sources:

Air program code: SIP SOURCE
Plant air program pollutant: Not reported
Default pollutant classification: POTENTIAL UNCONTROLLED EMISSIONS < 100 TONS/YEAR
Def. poll. compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS
Def. attainment/non attainment: ATTAINMENT AREA FOR GIVEN POLLUTANT
Repeat violator date: Not reported
Turnover compliance: Not reported

RGALUST:

- 2012 US SPRINT 2330 SHAWNEE MISSION PKWY
- 2012 FORMER GASOLINE STATION 2330 SHAWNEE MISSION PARKWAY
- 2011 US SPRINT 2330 SHAWNEE MISSION PKWY
- 2011 FORMER GASOLINE STATION 2330 SHAWNEE MISSION PARKWAY
- 2009 FORMER GASOLINE STATION 2330 SHAWNEE MISSION PARKWAY
- 2009 US SPRINT 2330 SHAWNEE MISSION PKWY
- 2008 FORMER GASOLINE STATION 2330 SHAWNEE MISSION PARKWAY
- 2008 US SPRINT 2330 SHAWNEE MISSION PKWY
- 2007 FORMER GASOLINE STATION 2330 SHAWNEE MISSION PARKWAY
- 2007 US SPRINT 2330 SHAWNEE MISSION PKWY
- 2006 US SPRINT 2330 SHAWNEE MISSION PKWY
- 2005 US SPRINT 2330 SHAWNEE MISSION PKWY
- 2004 2330 SHAWNEE MISSION PKWY
- 2003 US SPRINT 2330 SHAWNEE MISSION PKWY

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

2002	US SPRINT	2330 SHAWNEE MISSION PKWY
2001	US SPRINT	2330 SHAWNEE MISSION PKWY
2000	US SPRINT	2330 SHAWNEE MISSION PKWY
1999	US SPRINT	2330 SHAWNEE MISSION PKWY
1998	US SPRINT	2330 SHAWNEE MISSION PKWY
1997	US SPRINT	2330 SHAWNEE MISSION PKWY
1996	US SPRINT	2330 SHAWNEE MISSION PKWY

2
NW
1/8-1/4
0.241 mi.
1270 ft.

KMBZ/KMBR TRANSMITTER SITE
4935 BELINDER ROAD
WESTWOOD, KS 66205

KS LUST U000199034
KS UST N/A
KS Financial Assurance
KS RGA LUST

Relative:
Higher

Actual:
971 ft.

LUST:

Facility ID: 28815
Site Status: Closed
 Release Date: Not reported
 Initial Report Date: 11/29/2001
 Project Number: U4-046-13201
 Project Name: Kmbz/kmbr Transmitter Site
 Legal Desc Section: 03
 Legal Desc Township: 12S
 Legal Desc Range: 25E
 Initial Ranking: Not reported
 Current Ranking: Not reported
 Facility Contact: Richard Meyer
 Facility Phone Number: 913-236-9800
 Facility Owner Identification number: 28815
 Facility Owner: Entercom Communications, Inc.
 Owner Contact Person: Not reported
 Owner Address: 401 City Ave., Suite 409
 Owner City: Bala Cynwyd
 Owner State: PA
 Owner Zip Code: 19004
 Owner Phone number: 610-660-5610
 Contractor license number: Not reported
 Contractor phone number: Not reported
 Leak duration (if known): Not reported
 Quantity released (if known): Not reported
 Quantity recorded: Not reported
 Leak Type: Spill/Overfill
 Reported By: Dan Wells
 Reported by persons phone number: Not reported
 Reported by person address: Kdhe
 Ground water Impacted (yes/no): brown silty clay.
 Static groundwater level: Not reported
 Groundwater flow direction: Not reported
 District staff names: Danial Wells
 Assessment of release: according to the lab results, both samples contained totalpetroleum hydrocarbon concentrations of non-detect with a minimum detection limit of 13 mg/kg. the line trenches did not contain any sign of contamination.based on the information available a
 Contaimination assesement: Not reported
 Extent of contamination impact: no groundwater impact is suspected.
 Updated information: Not reported
 Invoice initiated: Not reported
 Invoice on going: Not reported
 Invoic completeted: Not reported

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)
EDR ID Number
EPA ID Number

KMBZ/KMBR TRANSMITTER SITE (Continued)

U000199034

Release confirmed:	Not reported
Emergency contact:	Not reported
Enforcement action:	Not reported
Cost recovery:	Not reported
Cost recovery initiated:	Not reported
Cost recovery initiated by:	Not reported
Cost recovery completed:	Not reported
Cost recovery completed by:	Not reported
Application to trust fund:	Not reported
Facility ID:	28815
Site Status:	Closed
Release Date:	Not reported
Initial Report Date:	03/12/1997
Project Number:	U4-046-11426
Project Name:	Kmbz Radio
Legal Desc Section:	03
Legal Desc Township:	12S
Legal Desc Range:	25E
Initial Ranking:	Not reported
Current Ranking:	Not reported
Facility Contact:	Richard Meyer
Facility Phone Number:	913-236-9800
Facility Owner Identification number:	28815
Facility Owner:	Bonneville International Corp
Owner Contact Person:	Not reported
Owner Address:	55 N 300 W, Box 1160
Owner City:	Salt Lake City
Owner State:	UT
Owner Zip Code:	841101160
Owner Phone number:	801-575-7530
Contractor license number:	C0034
Contractor phone number:	913-621-1043
Leak duration (if known):	Not reported
Quantity released (if known):	Not reported
Quantity recorded:	Not reported
Leak Type:	Not reported
Reported By:	Not reported
Reported by persons phone number:	Not reported
Reported by person address:	Not reported
Ground water Impacted (yes/no):	black silty clay
Static groundwater level:	Not reported
Groundwater flow direction:	Not reported
District staff names:	Dan Kellerman
Assessment of release:	1 diesel ust removed. no staining/odors present.
Contamination assesement:	Not reported
Extent of contamination impact:	no gw encountered
Updated information:	Not reported
Invoice initiated:	19972
Invoice on going:	Not reported
Invoinc completetd:	19972
Release confirmed:	Not reported
Emergency contact:	Not reported
Enforcement action:	Not reported
Cost recovery:	Not reported
Cost recovery initiated:	Not reported
Cost recovery initiated by:	Not reported

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s) EDR ID Number
EPA ID Number

KMBZ/KMBR TRANSMITTER SITE (Continued)

U000199034

Cost recovery completed: Not reported
Cost recovery completed by: Not reported
Application to trust fund: Not reported

UST:

Facility ID: 28815
Facility 911 Address: 4935 BELINDER
Facility 911 City, State, Zip: WESTWOOD, KS 66205
Facility Phone: 913-677-8998
Phone 24 Hours: 913-677-8998
Facility District: NE
Facility Location Method: Garmin GPS III Plus
Facility Feature: Facility Center
Facility Datum: WGS84
Facility Lat/Long: 39.038789999999999/-94.616420000000005
Owner ID: 28815
Owner: ENTERTAINMENT COMMUNICATION IN
Owner Type: Private Or Corp.
Owner/Rep Name: Ken Wolf
Owner/Rep Title: Chief Engr.
Owner Address: 401 CITY AVE.
Owner City, State, Zip: BALACYNWYD, PA 19004
Owner County: Not reported
Contact: Ken Wolf
Contact Title: Chief Engineering

Tank ID: 001
Tank Type: Underground
Tank Status: Permanently Out Of Use
Total Capacity (Gals): 300
Hazards: Not reported
Petroleum Substance: Diesel
NonPetroleum Substance: Not reported
Estimated Yr In Service: 1982
Date Removed: 3/15/1997
Last Permit Printed: 1996-07-10 00:00:00
Current Permit Printed: Not reported
QTY Remaining in Tank: 0
Filled/Removed: Removed
Tank Empty: Not reported
Out of Service Mo/Yr: 031997
Material of Construction: Steel
Piping: Galv Steel
Tank Internal Protection: None
Tank External Protection: Painted

Tank ID: 002
Tank Type: Underground
Tank Status: Permanently Out Of Use
Total Capacity (Gals): 300
Hazards: Not reported
Petroleum Substance: Diesel
NonPetroleum Substance: Not reported
Estimated Yr In Service: 1997
Date Removed: 11/29/2001
Last Permit Printed: 2001-07-23 00:00:00

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s) EDR ID Number
EPA ID Number

KMBZ/KMBR TRANSMITTER SITE (Continued)

U000199034

Current Permit Printed: Not reported
QTY Remaining in Tank: Not reported
Filled/Removed: Removed
Tank Empty: Not reported
Out of Service Mo/Yr: 11/29/
Material of Construction: Steel
Piping: Cat Prot
Tank Internal Protection: None
Tank External Protection: Fbr Ref Plstc Coat

Tank ID: 003
Tank Type: Underground
Tank Status: Permanently Out Of Use
Total Capacity (Gals): 500
Hazards: Not reported
Petroleum Substance: Diesel
NonPetroleum Substance: Not reported
Estimated Yr In Service: 1900
Date Removed: 11/29/2001
Last Permit Printed: Not reported
Current Permit Printed: Not reported
QTY Remaining in Tank: Not reported
Filled/Removed: Removed
Tank Empty: Not reported
Out of Service Mo/Yr: 11/29/
Material of Construction: Steel
Piping: Unknown
Tank Internal Protection: Unknown
Tank External Protection: Unknown

KS Financial Assurance:
Facility ID: 28815
Financial Responsibility: Insurance Policy

RGALUST:

2012 KMBZ RADIO 4935 BELINDER
2012 KMBZ/KMBR TRANSMITTER SITE 4935 BELINDER
2011 KMBZ/KMBR TRANSMITTER SITE 4935 BELINDER
2011 KMBZ RADIO 4935 BELINDER
2009 KMBZ/KMBR TRANSMITTER SITE 4935 BELINDER
2009 KMBZ RADIO 4935 BELINDER
2008 KMBZ RADIO 4935 BELINDER
2008 KMBZ/KMBR TRANSMITTER SITE 4935 BELINDER
2007 KMBZ/KMBR TRANSMITTER SITE 4935 BELINDER
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2003 KMBZ RADIO 4935 BELINDER
2003 KMBZ/KMBR TRANSMITTER SITE 4935 BELINDER
2002 KMBZ/KMBR TRANSMITTER SITE 4935 BELINDER
2002 KMBZ RADIO 4935 BELINDER

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

KMBZ/KMBR TRANSMITTER SITE (Continued)

U000199034

2001	KMBZ RADIO	4935 BELINDER
2000	KMBZ RADIO	4935 BELINDER
1999	KMBZ RADIO	4935 BELINDER
1998	KMBZ RADIO	4935 BELINDER
1997	KMBZ RADIO	4935 BELINDER

A3 WESTWOOD HILLS SHOPPING CENTER
East 5012 STATE LINE RD
1/8-1/4 WESTWOOD, KS 66205
0.241 mi.
1271 ft. Site 1 of 2 in cluster A

KS LUST S104818338
KS RGA LUST N/A

Relative:
Lower

LUST:

Actual:
891 ft.

Facility ID: 81756
Site Status: Closed
 Release Date: Not reported
 Initial Report Date: 04/04/2000
 Project Number: U4-046-12943
 Project Name: Westwood Hills Shopping Center
 Legal Desc Section: 02
 Legal Desc Township: 12S
 Legal Desc Range: 25E
 Initial Ranking: Not reported
 Current Ranking: Not reported
 Facility Contact: David French
 Facility Phone Number: 816-936-8545
 Facility Owner Identification number: 27575
 Facility Owner: Highland Realty (jc Nichols)
 Owner Contact Person: Reid Teaney
 Owner Address: 310 Ward Parkway
 Owner City: Kansas City
 Owner State: MO
 Owner Zip Code: 64112
 Owner Phone number: Not reported
 Contractor license number: C0021
 Contractor phone number: Not reported
 Leak duration (if known): Not reported
 Quantity released (if known): Not reported
 Quantity recorded: Not reported
 Leak Type: Not reported
 Reported By: Kathryn Larkins
 Reported by persons phone number: 816-983-8290
 Reported by person address: Jc Nichols
 Ground water Impacted (yes/no): Not reported
 Static groundwater level: Not reported
 Groundwater flow direction: Not reported
 District staff names: Dan Kellerman
 Assessment of release: petroleum contam. discovered during phase ii assessment at adjacent property (former dry cleaning facility). usts abandoned in place. closed.
 Contamination assesement: Not reported
 Extent of contamination impact: Not reported
 Updated information: Not reported
 Invoice initiated: 20004
 Invoice on going: Not reported
 Invoic completetd: 20004
 Release confirmed: Not reported
 Emergency contact: Not reported
 Enforcement action: Not reported

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

WESTWOOD HILLS SHOPPING CENTER (Continued)

S104818338

Cost recovery: Not reported
 Cost recovery initiated: Not reported
 Cost recovery initiated by: Not reported
 Cost recovery completed: Not reported
 Cost recovery completed by: Not reported
 Application to trust fund: Not reported

RGA LUST:

2012 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD
 2011 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD
 2009 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD
 2008 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD
 2007 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD
 2006 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD
 2005 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD
 2004 5012 STATE LINE RD
 2003 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD
 2002 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD
 2001 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD
 2000 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD

A4
ENE
1/8-1/4
0.242 mi.
1278 ft.

DE FORD DINWIDDIE W CLNR
5004 STATE LINE
KANSAS CITY, MO

EDR US Hist Cleaners 1013782843
N/A

Site 2 of 2 in cluster A

Relative:
Lower

EDR Historical Cleaners:

Name: DEFORD DINWIDDIE W
 Year: 1930
 Type: CLOTHES PRESSERS AND CLEANERS

Actual:
893 ft.

Name: DE FORD DINWIDDIE W CLNR
 Year: 1935
 Type: CLOTHES PRESSERS AND CLEANERS

5
SW
1/4-1/2
0.343 mi.
1812 ft.

FAIRWAY BP
2814 SHAWNEE MISSION PARKWAY
FAIRWAY, KS 66205

KS LUST U000870379
KS UST N/A
KS Financial Assurance
KS RGA LUST

Relative:
Higher

LUST:

Facility ID: 00274
Site Status: Monitor
 Release Date: Not reported
 Initial Report Date: 10/28/2008
 Project Number: U4-046-14085
 Project Name: Fairway BP
 Legal Desc Section: 03
 Legal Desc Township: 12S
 Legal Desc Range: 25E
 Initial Ranking: Not reported
 Current Ranking: Not reported
 Facility Contact: Bryan Beaver
 Facility Phone Number: Not reported
 Facility Owner Identification number: 30236

Actual:
947 ft.

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s) EDR ID Number
EPA ID Number

FAIRWAY BP (Continued)

U000870379

Facility Owner: Carter Acquisitions, LLC
 Owner Contact Person: Bryan Beaver
 Owner Address: 6000 Metcalf Ave.
 Owner City: Overland Park
 Owner State: KS
 Owner Zip Code: 66202
 Owner Phone number: 913-643-2300
 Contractor license number: C0051
 Contractor phone number: 913-438-1500
 Leak duration (if known): Not reported
 Quantity released (if known): Not reported
 Quantity recorded: Not reported
 Leak Type: Delivery
 Reported By: Tom Winn
 Reported by persons phone number: 785-842-4600
 Reported by person address: 800 W. 24th St., Lawrence
 Ground water Impacted (yes/no): Silty clays overlying weathered limestone/perched subsurface water.
 Static groundwater level: 5
 Groundwater flow direction: Eas
 District staff names: Tom Winn
 Assessment of release: Visual indications of releases under spill containment. Did not appear to be widespread.
 Contamination assesment: Yes.
 Extent of contamination impact: Groundwater contamination extends off site across Shawnee Mission Parkway due to prior release.
 Updated information: Facility is located in a mixed commercial and residential area. The UST's that were removed were installed in 1990 following the removal of the original USTs. During the removal of those USTs (see U4-046-00459) soil contamination was discovered around
 Invoice initiated: 20091
 Invoice on going: Not reported
 Invoic completetd: 20091
 Release confirmed: 20091
 Emergency contact: Not reported
 Enforcement action: Not reported
 Cost recovery: Not reported
 Cost recovery initiated: 20091
 Cost recovery initiated by: Responsible Party
 Cost recovery completed: Not reported
 Cost recovery completed by: Not reported
 Application to trust fund: Not reported
 Facility ID: 00274
Site Status: Monitor
 Release Date: Not reported
 Initial Report Date: 02/13/1990
 Project Number: U4-046-00459
 Project Name: Amoco #8853, Fairway
 Legal Desc Section: 03
 Legal Desc Township: 12S
 Legal Desc Range: 25E
 Initial Ranking: 46
 Current Ranking: 46
 Facility Contact: N. Landis
 Facility Phone Number: 913-236-7133
 Facility Owner Identification number: 06456
 Facility Owner: Amco

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s) EDR ID Number
EPA ID Number

FAIRWAY BP (Continued)

U000870379

Owner Contact Person: Not reported
 Owner Address: Not reported
 Owner City: Not reported
 Owner State: Not reported
 Owner Zip Code: Not reported
 Owner Phone number: 913-236-7133
 Contractor license number: Not reported
 Contractor phone number: 913-334-3196
 Leak duration (if known): 0
 Quantity released (if known): Not reported
 Quantity recorded: Not reported
 Leak Type: Not reported
 Reported By: Not reported
 Reported by persons phone number: Not reported
 Reported by person address: Not reported
 Ground water Impacted (yes/no): Not reported
 Static groundwater level: Not reported
 Groundwater flow direction: Not reported
 District staff names: Not reported
 Assessment of release: tanks were not leaking
 Contamination assesment: Not reported
 Extent of contamination impact: no groundwater contam. observed.
 Updated information: Not reported
 Invoice initiated: 19902
 Invoice on going: Not reported
 Invoic completetd: 19902
 Release confirmed: 19902
 Emergency contact: Not reported
 Enforcement action: 19933
 Cost recovery: Not reported
 Cost recovery initiated: 19902
 Cost recovery initiated by: Responsible Party
 Cost recovery completed: Not reported
 Cost recovery completed by: Not reported
 Application to trust fund: 19933

UST:

Facility ID: 00274
 Facility 911 Address: 2814 SHAWNEE MISSION PARKWAY
 Facility 911 City, State, Zip: FAIRWAY, KS 66205
 Facility Phone: 913-236-7133
 Phone 24 Hours: 816-522-7790
 Facility District: NE
 Facility Location Method: GARMIN 3 PLUS
 Facility Feature: Facility Center
 Facility Datum: WGS84
 Facility Lat/Long: 39.03322/-94.61842
 Owner ID: 30236
 Owner: CARTER ACQUISITION, LLC % SUSA
 Owner Type: Current
 Owner/Rep Name: JAMES MAY
 Owner/Rep Title: CONTACT PERSON
 Owner Address: 4571 W. 223RD ST
 Owner City, State, Zip: BUCYRUS, KS 66013
 Owner County: JOHNSON
 Contact: SAFDAR HUSSAIN
 Contact Title: CONTACT PERSON

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s) EDR ID Number
EPA ID Number

FAIRWAY BP (Continued)

U000870379

Tank ID: 001
 Tank Type: Underground
Tank Status: Permanently Out Of Use
 Total Capacity (Gals): 500
Hazards: Fire,Chronic
 Petroleum Substance: Used Oil
 NonPetroleum Substance: Not reported
 Estimated Yr In Service: 1961
 Date Removed: 2/15/1990
 Last Permit Printed: Not reported
 Current Permit Printed: Not reported
 QTY Remaining in Tank: 0
 Filled/Removed: Removed
 Tank Empty: Not reported
 Out of Service Mo/Yr: 021990
 Material of Construction: Steel
 Piping: Galv Steel
 Tank Internal Protection: None
 Tank External Protection: None

Tank ID: 002
 Tank Type: Underground
Tank Status: Permanently Out Of Use
 Total Capacity (Gals): 4000
Hazards: Fire,Chronic,Acute
 Petroleum Substance: Gas (Incl Alcohol)
 NonPetroleum Substance: Not reported
 Estimated Yr In Service: 1961
 Date Removed: 2/15/1990
 Last Permit Printed: Not reported
 Current Permit Printed: Not reported
 QTY Remaining in Tank: 0
 Filled/Removed: Removed
 Tank Empty: Not reported
 Out of Service Mo/Yr: 021990
 Material of Construction: Steel
 Piping: Galv Steel
 Tank Internal Protection: None
 Tank External Protection: None

Tank ID: 003
 Tank Type: Underground
Tank Status: Permanently Out Of Use
 Total Capacity (Gals): 4000
Hazards: Fire,Chronic,Acute
 Petroleum Substance: Gas (Incl Alcohol)
 NonPetroleum Substance: Not reported
 Estimated Yr In Service: 1961
 Date Removed: 2/15/1990
 Last Permit Printed: Not reported
 Current Permit Printed: Not reported
 QTY Remaining in Tank: 0
 Filled/Removed: Removed
 Tank Empty: Not reported
 Out of Service Mo/Yr: 021990

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s) EDR ID Number
EPA ID Number

FAIRWAY BP (Continued)

U000870379

Material of Construction: Steel
Piping: Galv Steel
Tank Internal Protection: None
Tank External Protection: None

Tank ID: 004
Tank Type: Underground
Tank Status: Permanently Out Of Use
Total Capacity (Gals): 8000
Hazards: Fire,Chronic,Acute
Petroleum Substance: Gas (Incl Alcohol)
NonPetroleum Substance: Not reported
Estimated Yr In Service: 1961
Date Removed: 2/15/1990
Last Permit Printed: Not reported
Current Permit Printed: Not reported
QTY Remaining in Tank: 0
Filled/Removed: Removed
Tank Empty: Not reported
Out of Service Mo/Yr: 021990
Material of Construction: Steel
Piping: Galv Steel
Tank Internal Protection: None
Tank External Protection: None

Tank ID: 005
Tank Type: Underground
Tank Status: Permanently Out Of Use
Total Capacity (Gals): 10000
Hazards: Fire,Chronic,Acute
Petroleum Substance: Gas (Incl Alcohol)
NonPetroleum Substance: Not reported
Estimated Yr In Service: 1983
Date Removed: 10/30/2008
Last Permit Printed: 2007-07-30 00:00:00
Current Permit Printed: Not reported
QTY Remaining in Tank: Not reported
Filled/Removed: Removed
Tank Empty: Not reported
Out of Service Mo/Yr: 10/30/
Material of Construction: Steel
Piping: Fbr Ref Plstc
Tank Internal Protection: None
Tank External Protection: Cat Prot

Tank ID: 006
Tank Type: Underground
Tank Status: Permanently Out Of Use
Total Capacity (Gals): 12000
Hazards: Fire,Chronic,Acute
Petroleum Substance: Gas (Incl Alcohol)
NonPetroleum Substance: Not reported
Estimated Yr in Service: 1989
Date Removed: 10/30/2008

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s) EDR ID Number
EPA ID Number

FAIRWAY BP (Continued)

U000870379

Last Permit Printed: 2007-07-30 00:00:00
Current Permit Printed: Not reported
QTY Remaining in Tank: Not reported
Filled/Removed: Removed
Tank Empty: Not reported
Out of Service Mo/Yr: 10/30/
Material of Construction: Steel
Piping: Fbr Ref Plstc
Tank Internal Protection: Cat Prot
Tank External Protection: Cat Prot,Painted

Tank ID: 007
Tank Type: Underground
Tank Status: Permanently Out Of Use
Total Capacity (Gals): 12000
Hazards: Fire,Chronic,Acute
Petroleum Substance: Gas (Incl Alcohol)
NonPetroleum Substance: Not reported
Estimated Yr In Service: 1989
Date Removed: 10/30/2008
Last Permit Printed: 2007-07-30 00:00:00
Current Permit Printed: Not reported
QTY Remaining in Tank: Not reported
Filled/Removed: Removed
Tank Empty: Not reported
Out of Service Mo/Yr: 10/30/
Material of Construction: Steel
Piping: Fbr Ref Plstc
Tank Internal Protection: Cat Prot
Tank External Protection: Cat Prot,Painted

Tank ID: 008
Tank Type: Underground
Tank Status: Permanently Out Of Use
Total Capacity (Gals): 550
Hazards: Fire,Chronic
Petroleum Substance: Used Oil
NonPetroleum Substance: Not reported
Estimated Yr In Service: 1989
Date Removed: 10/30/2008
Last Permit Printed: 2006-08-01 00:00:00
Current Permit Printed: Not reported
QTY Remaining in Tank: Not reported
Filled/Removed: Removed
Tank Empty: Not reported
Out of Service Mo/Yr: 10/30/
Material of Construction: Steel
Piping: Galv Steel
Tank Internal Protection: Cat Prot
Tank External Protection: Cat Prot,Painted

KS Financial Assurance:
Facility ID: 00274
Financial Responsibility: 3rd Party Liability Insurance

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

FAIRWAY BP (Continued)

U000870379

Facility ID: 00274
Financial Responsibility: 3rd Party Liability Insurance

Facility ID: 00274
Financial Responsibility: 3rd Party Liability Insurance

Facility ID: 00274
Financial Responsibility: 3rd Party Liability Insurance

RGA LUST:

2012 AMOCO 2814 SHAWNEE MISSION PARKWAY
2012 FAIRWAY BP 2814 SHAWNEE MISSION PARKWAY
2011 FAIRWAY BP 2814 SHAWNEE MISSION PARKWAY
2011 AMOCO 2814 SHAWNEE MISSION PARKWAY
2009 AMOCO 2814 SHAWNEE MISSION PARKWAY
2009 FAIRWAY BP 2814 SHAWNEE MISSION PARKWAY
2008 AMOCO 2814 SHAWNEE MISSION PARKWAY
2007 AMOCO 2814 SHAWNEE MISSION PARKWAY
2006 AMOCO 2814 SHAWNEE MISSION PARKWAY
2005 AMOCO 2814 SHAWNEE MISSION PARKWAY

6
NNW
1/4-1/2
0.466 mi.
2462 ft.

CHARLIE WILLIAMS IMPORT PARTS
2701 W 47TH
WESTWOOD, KS

KS LUST S101835069
KS RGA LUST N/A

Relative:
Higher

Actual:
960 ft.

LUST:

Facility ID: 80135
Site Status: Closed
Release Date: Not reported
Initial Report Date: 03/01/1991
Project Number: U4-046-00875
Project Name: Charlie Williams Import Parts, Westwood
Legal Desc Section: 03
Legal Desc Township: 12S
Legal Desc Range: 25E
Initial Ranking: Not reported
Current Ranking: Not reported
Facility Contact: Charlie Williams
Facility Phone Number: Not reported
Facility Owner Identification number: Not reported
Facility Owner: Not reported
Owner Contact Person: Not reported
Owner Address: Not reported
Owner City: Not reported
Owner State: Not reported
Owner Zip Code: Not reported
Owner Phone number: Not reported
Contractor license number: Not reported
Contractor phone number: 913-384-3191
Leak duration (if known): Not reported
Quantity released (if known): Not reported
Quantity recorded: Not reported
Leak Type: Tank
Reported By: Jack Mcdonald
Reported by persons phone number: 913-384-3191
Reported by person address: Not reported

MAP FINDINGS

Map ID
 Direction
 Distance
 Elevation

Site

Database(s)
 EDR ID Number
 EPA ID Number

CHARLIE WILLIAMS IMPORT PARTS (Continued)

S101835069

Ground water Impacted (yes/no): brown clay
 Static groundwater level: Not reported
 Groundwater flow direction: Not reported
 District staff names: Not reported
 Assessment of release: Two 2000 gallon waste oil usts have been removed from this location. There was some contamination in the soil surrounding the tanks. The contaminated soil was stock piled on site until it could be transported to an authorized landfill.
 Contamination assesement: Not reported
 Extent of contamination impact: none
 Updated information: Not reported
 Invoice initiated: 19912
 Invoice on going: Not reported
 Invoic completetd: 19912
 Release confirmed: 19912
 Emergency contact: Not reported
 Enforcement action: Not reported
 Cost recovery: Not reported
 Cost recovery initiated: 19912
 Cost recovery initiated by: Responsible Party
 Cost recovery completed: 19912
 Cost recovery completed by: Responsible Party
 Application to trust fund: Not reported

RGALUST:

2012	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2011	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2009	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2008	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2007	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2006	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2005	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2004	2701 W 47TH	
2003	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2002	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2001	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2000	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
1999	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
1998	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
1997	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
1996	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH

7
NNE
1/4-1/2
0.474 mi.
2502 ft.

WESTWOOD, CITY OF
1900 W 47TH PL.
WESTWOOD, KS 66205

KS LUST **U000198434**
KS UST **N/A**
KS RGA LUST

Relative:
Lower

LUST:

Facility ID: 27427
 Site Status: **Closed**
 Release Date: Not reported
 Initial Report Date: 07/20/1989
 Project Number: U4-046-00268
 Project Name: Westwood, City Of
 Legal Desc Section: 02
 Legal Desc Township: 12S
 Legal Desc Range: 25E

Actual:
892 ft.

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s) EDR ID Number
EPA ID Number

WESTWOOD, CITY OF (Continued)

U000198434

Initial Ranking: Not reported
 Current Ranking: Not reported
 Facility Contact: Not reported
 Facility Phone Number: Not reported
 Facility Owner Identification number: 27427
 Facility Owner: Not reported
 Owner Contact Person: Not reported
 Owner Address: Not reported
 Owner City: Not reported
 Owner State: Not reported
 Owner Zip Code: Not reported
 Owner Phone number: Not reported
 Contractor license number: Not reported
 Contractor phone number: 785-921-5032
 Leak duration (if known): Not reported
 Quantity released (if known): Not reported
 Quantity recorded: Not reported
 Leak Type: Not reported
 Reported By: Not reported
 Reported by persons phone number: Not reported
 Reported by person address: Not reported
 Ground water Impacted (yes/no): Not reported
 Static groundwater level: Not reported
 Groundwater flow direction: Not reported
 District staff names: Not reported
 Assessment of release: 1-10,000 gas ust removed. tank ~ 10 yrs old. tank did not leak. city did not want to upgrade. soil tested <100ppm. closed.
 Contamination assesement: Not reported
 Extent of contamination impact: Not reported
 Updated information: Not reported
 Invoice initiated: 19894
 Invoice on going: Not reported
 Invoic completetd: 19894
 Release confirmed: Not reported
 Emergency contact: Not reported
 Enforcement action: Not reported
 Cost recovery: Not reported
 Cost recovery initiated: Not reported
 Cost recovery initiated by: Not reported
 Cost recovery completed: Not reported
 Cost recovery completed by: Not reported
 Application to trust fund: Not reported

UST:

Facility ID: 27427
 Facility 911 Address: 47TH & RAINBOW
 Facility 911 City, State, Zip: WESTWOOD, KS 66205
 Facility Phone: 913-362-1550
 Phone 24 Hours: 913-362-1550
 Facility District: NE
 Facility Location Method: GARMIN 3 PLUS
 Facility Feature: Facility Center
 Facility Datum: WGS84
 Facility Lat/Long: 39.04200000000002/-94.61212999999993
 Owner ID: 27427
 Owner: WESTWOOD, CITY OF
 Owner Type: Not reported

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)
EDR ID Number
EPA ID Number

WESTWOOD, CITY OF (Continued)

U000198434

Owner/Rep Name: Harry B. Malnicof
Owner/Rep Title: Admin.
Owner Address: 1900 W 47TH PL.
Owner City, State, Zip: WESTWOOD, KS 66205
Owner County: Not reported
Contact: Harry B. Malnicof
Contact Title: Admin.

Tank ID: 001
Tank Type: Underground
Tank Status: Permanently Out Of Use
Total Capacity (Gals): 10000
Hazards: Fire, Chronic, Acute
Petroleum Substance: Gas (Incl Alcohol)
NonPetroleum Substance: Not reported
Estimated Yr In Service: 1977
Date Removed: Not reported
Last Permit Printed: Not reported
Current Permit Printed: Not reported
QTY Remaining in Tank: Not reported
Filled/Removed: Removed
Tank Empty: Not reported
Out of Service Mo/Yr: Not reported
Material of Construction: Fbr Ref Plastic
Piping: Galv Steel
Tank Internal Protection: Unknown
Tank External Protection: Fbr Ref Plstc Coat

RGA LUST:

2012	WESTWOOD, CITY OF	1900 W 47TH PLACE
2011	WESTWOOD, CITY OF	1900 W 47TH PLACE
2009	WESTWOOD, CITY OF	1900 W 47TH PLACE
2008	WESTWOOD, CITY OF	1900 W 47TH PLACE
2007	WESTWOOD, CITY OF	1900 W 47TH PLACE
2006	WESTWOOD, CITY OF	1900 W 47TH PLACE
2005	WESTWOOD, CITY OF	1900 W 47TH PLACE
2004	1900 W 47TH PLACE	
2003	WESTWOOD, CITY OF	1900 W 47TH PLACE
2002	WESTWOOD, CITY OF	1900 W 47TH PLACE
2001	WESTWOOD, CITY OF	1900 W 47TH PLACE
2000	WESTWOOD, CITY OF	1900 W 47TH PLACE
1999	WESTWOOD, CITY OF	1900 W 47TH PLACE
1999	CITY OF WESTWOOD	1900 W 47TH PLACE
1998	WESTWOOD, CITY OF	1900 W 47TH PLACE
1998	CITY OF WESTWOOD	1900 W 47TH PLACE
1997	WESTWOOD, CITY OF	1900 W 47TH PLACE
1996	WESTWOOD, CITY OF	1900 W 47TH PLACE

8

North 47TH & RAINBOW
1/4-1/2 WESTWOOD, KS
0.493 mi.
2605 ft.

KS LUST S106782153
KS RGA LUST N/A

Relative:
Higher

LUST:

Facility ID: 27427
Site Status: Closed
Release Date: Not reported

Actual:
947 ft.

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

(Continued)

S106782153

Initial Report Date: 01/24/1990
 Project Number: U4-046-00457
 Project Name: Westwood, City Of, 47th & Rainbow
 Legal Desc Section: 03
 Legal Desc Township: 12S
 Legal Desc Range: 25E
 Initial Ranking: Not reported
 Current Ranking: Not reported
 Facility Contact: Not reported
 Facility Phone Number: Not reported
 Facility Owner Identification number: 27427
 Facility Owner: City Of Westwood
 Owner Contact Person: Not reported
 Owner Address: 47th & Rainbow,westwood
 Owner City: Not reported
 Owner State: KS
 Owner Zip Code: Not reported
 Owner Phone number: Not reported
 Contractor license number: Not reported
 Contractor phone number: 816-891-7717
 Leak duration (if known): Ukwn
 Quantity released (if known): Not reported
 Quantity recorded: Not reported
 Leak Type: Tank
 Reported By: Chuck Williams
 Reported by persons phone number: 816-891-7717
 Reported by person address: 10383 N. Executive Hills Blvd.
 Ground water Impacted (yes/no): Not reported
 Static groundwater level: Not reported
 Groundwater flow direction: Not reported
 District staff names: Meredith Roth
 Assessment of release: on 1-24-90 1-800 & 2-200 gal gasoline usts were removed. contaminated soil surrounding these tanks removed to forrestview landfill. tanks were discovered while excavating a lot for new city hall. these tanks had been abandoned for many years.
 Contaimination assesement: Not reported
 Extent of contamination impact: Not reported
 Updated information: Not reported
 Invoice initiated: 19902
 Invoice on going: Not reported
 Invoic completetd: 19902
 Release confirmed: 19902
 Emergency contact: Not reported
 Enforcement action: 19911
 Cost recovery: Not reported
 Cost recovery initiated: 19902
 Cost recovery initiated by: Responsible Party
 Cost recovery completed: 19902
 Cost recovery completed by: Responsible Party
 Application to trust fund: 19911

RGALUST:

2012	CITY OF WESTWOOD	47TH & RAINBOW
2011	CITY OF WESTWOOD	47TH & RAINBOW
2009	CITY OF WESTWOOD	47TH & RAINBOW
2008	CITY OF WESTWOOD	47TH & RAINBOW
2007	CITY OF WESTWOOD	47TH & RAINBOW

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s) EDR ID Number
EPA ID Number

(Continued)

S106782153

2006	CITY OF WESTWOOD	47TH & RAINBOW
2005	CITY OF WESTWOOD	47TH & RAINBOW
2004	47TH & RAINBOW	
2003	CITY OF WESTWOOD	47TH & RAINBOW
2002	CITY OF WESTWOOD	47TH & RAINBOW
2001	CITY OF WESTWOOD	47TH & RAINBOW
2000	CITY OF WESTWOOD	47TH & RAINBOW
1999	CITY OF WESTWOOD	47TH & RAINBOW
1998	CITY OF WESTWOOD	47TH & RAINBOW
1997	CITY OF WESTWOOD	47TH & RAINBOW
1996	CITY OF WESTWOOD	47TH & RAINBOW

Count: 7 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
HILLMAN	A100354424	HILLMAN HARDWARE	142 STATE ST	64112	MI AST
KANSAS CITY	S112231636	RAINBOW AND 47TH	RAINBOW AND 47TH	66103	KS LUST
MISSION	S106105866	SANDIFER MOTORS	3500 FOXRIDGE DRIVE		KS SWF/LF, KS RGA LF
MISSION	S111420837	HARLEYWOODS BTA	5908 OUTLOOK AND SURROUNDING L		KS SHWS, KS RGA HWS
MISSION	S111420836	5919 WOODSTON BTA	5919 WOODSTON		KS SHWS, KS RGA HWS
PRAIRIE VILLAGE	1004702226	HEALTH RELATED SVC INC	7930 STATE LINE	66208	RCRA NonGen / NLR, FINDS
ROELAND PARK	1012210015	MERCURY-REINHARDT DRIVE	4751 REIHARDT DRIVE	66205	CERCLIS

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 11/11/2013	Telephone: N/A
Date Made Active in Reports: 01/28/2014	Last EDR Contact: 01/21/2014
Number of Days to Update: 78	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 11/11/2013	Telephone: N/A
Date Made Active in Reports: 01/28/2014	Last EDR Contact: 01/09/2014
Number of Days to Update: 78	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991	Source: EPA
Date Data Arrived at EDR: 02/02/1994	Telephone: 202-564-4267
Date Made Active in Reports: 03/30/1994	Last EDR Contact: 08/15/2011
Number of Days to Update: 56	Next Scheduled EDR Contact: 11/28/2011
	Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal Delisted NPL site list

DELISTED NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 11/11/2013	Telephone: N/A
Date Made Active in Reports: 01/28/2014	Last EDR Contact: 01/09/2014
Number of Days to Update: 78	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Quarterly

Federal CERCLIS list

CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System

CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 11/11/2013	Telephone: 703-412-9810
Date Made Active in Reports: 02/13/2014	Last EDR Contact: 11/11/2013
Number of Days to Update: 94	Next Scheduled EDR Contact: 03/10/2014
	Data Release Frequency: Quarterly

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 05/31/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 07/08/2013	Telephone: 703-603-8704
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 01/10/2014
Number of Days to Update: 151	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Varies

Federal CERCLIS NFRAP site List

CERCLIS-NFRAP: CERCLIS No Further Remedial Action Planned

Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 11/11/2013	Telephone: 703-412-9810
Date Made Active in Reports: 02/13/2014	Last EDR Contact: 11/11/2013
Number of Days to Update: 94	Next Scheduled EDR Contact: 03/10/2014
	Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 09/10/2013	Source: EPA
Date Data Arrived at EDR: 10/02/2013	Telephone: 800-424-9346
Date Made Active in Reports: 12/16/2013	Last EDR Contact: 01/02/2014
Number of Days to Update: 75	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 09/10/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/02/2013	Telephone: 913-551-7003
Date Made Active in Reports: 12/16/2013	Last EDR Contact: 01/02/2014
Number of Days to Update: 75	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 09/10/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/02/2013	Telephone: 913-551-7003
Date Made Active in Reports: 12/16/2013	Last EDR Contact: 01/02/2014
Number of Days to Update: 75	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 09/10/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/02/2013	Telephone: 913-551-7003
Date Made Active in Reports: 12/16/2013	Last EDR Contact: 01/02/2014
Number of Days to Update: 75	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Quarterly

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 09/10/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/02/2013	Telephone: 913-551-7003
Date Made Active in Reports: 12/16/2013	Last EDR Contact: 01/02/2014
Number of Days to Update: 75	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal institutional controls / engineering controls registries

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 12/17/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/14/2014	Telephone: 703-603-0695
Date Made Active in Reports: 01/28/2014	Last EDR Contact: 12/09/2013
Number of Days to Update: 14	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 12/17/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/14/2014	Telephone: 703-603-0695
Date Made Active in Reports: 01/28/2014	Last EDR Contact: 12/09/2013
Number of Days to Update: 14	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Varies

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 11/20/2013	Source: Department of the Navy
Date Data Arrived at EDR: 11/21/2013	Telephone: 843-820-7326
Date Made Active in Reports: 02/24/2014	Last EDR Contact: 02/14/2014
Number of Days to Update: 95	Next Scheduled EDR Contact: 06/02/2014
	Data Release Frequency: Varies

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 09/30/2013	Source: National Response Center, United States Coast Guard
Date Data Arrived at EDR: 10/01/2013	Telephone: 202-267-2180
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 02/07/2014
Number of Days to Update: 66	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Annually

State- and tribal - equivalent CERCLIS

KS SHWS: Identified Sites List

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 10/31/2013	Source: Department of Health and Environment
Date Data Arrived at EDR: 11/07/2013	Telephone: 785-296-1660
Date Made Active in Reports: 12/05/2013	Last EDR Contact: 01/13/2014
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

MO SHWS: Registry of Confirmed Abandoned or Uncontrolled Hazardous Waste Disposal Sites
 State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 12/03/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/05/2013	Telephone: 573-751-1990
Date Made Active in Reports: 12/20/2013	Last EDR Contact: 12/02/2013
Number of Days to Update: 15	Next Scheduled EDR Contact: 03/17/2014
	Data Release Frequency: Quarterly

MO HWS DETAIL: Registry Annual Report

Each site is described in detail in this annual report and includes the following information: a general description of the site; a summary of any significant environmental problems at and near the site; a summary of any serious health problems in the immediate vicinity of the site; the status of any testing, monitoring or remedial actions in progress or recommended by the department.

Date of Government Version: 06/30/2012	Source: Department of Natural Resources
Date Data Arrived at EDR: 03/14/2013	Telephone: 573-751-3176
Date Made Active in Reports: 04/23/2013	Last EDR Contact: 12/03/2013
Number of Days to Update: 40	Next Scheduled EDR Contact: 07/02/5007
	Data Release Frequency: Annually

State and tribal landfill and/or solid waste disposal site lists

KS SWF/LF: Directory of Sanitary Landfills, Solid Waste Transfer Stations and Collector in Kansas
 Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 12/19/2013	Source: Department of Health and Environment
Date Data Arrived at EDR: 12/19/2013	Telephone: 785-296-1590
Date Made Active in Reports: 01/16/2014	Last EDR Contact: 01/20/2014
Number of Days to Update: 28	Next Scheduled EDR Contact: 05/05/2014
	Data Release Frequency: Annually

MO SWF/LF: Solid Waste Facility List

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 11/20/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 11/25/2013	Telephone: 573-751-5401
Date Made Active in Reports: 02/24/2014	Last EDR Contact: 02/17/2014
Number of Days to Update: 91	Next Scheduled EDR Contact: 06/02/2014
	Data Release Frequency: Quarterly

State and tribal leaking storage tank lists

KS LUST: Leaking Underground Storage Tank Data

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 10/22/2013	Source: Department of Health and Environment
Date Data Arrived at EDR: 10/31/2013	Telephone: 785-296-1685
Date Made Active in Reports: 12/04/2013	Last EDR Contact: 01/06/2014
Number of Days to Update: 34	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

MO LUST: Leaking Underground Storage Tanks

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 12/03/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/18/2013	Telephone: 573-751-0135
Date Made Active in Reports: 01/22/2014	Last EDR Contact: 12/18/2013
Number of Days to Update: 35	Next Scheduled EDR Contact: 03/31/2014
	Data Release Frequency: Semi-Annually

KS LAST: Leaking Aboveground Storage Tanks

Leaking aboveground storage tank site locations.

Date of Government Version: 10/22/2013	Source: Department of Health & Environment
Date Data Arrived at EDR: 10/31/2013	Telephone: 785-296-1685
Date Made Active in Reports: 12/04/2013	Last EDR Contact: 01/06/2014
Number of Days to Update: 34	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Quarterly

MO LAST: Leaking Aboveground Storage Tanks

A listing of leaking aboveground storage tanks.

Date of Government Version: 12/03/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/18/2013	Telephone: 573-751-6822
Date Made Active in Reports: 01/22/2014	Last EDR Contact: 12/18/2013
Number of Days to Update: 35	Next Scheduled EDR Contact: 03/31/2014
	Data Release Frequency: Quarterly

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 11/06/2013	Source: EPA Region 10
Date Data Arrived at EDR: 11/07/2013	Telephone: 206-553-2857
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 29	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Quarterly

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 03/01/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2013	Telephone: 415-972-3372
Date Made Active in Reports: 04/12/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 42	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Quarterly

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 08/27/2012	Source: EPA Region 8
Date Data Arrived at EDR: 08/28/2012	Telephone: 303-312-6271
Date Made Active in Reports: 10/16/2012	Last EDR Contact: 01/27/2014
Number of Days to Update: 49	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Quarterly

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 08/27/2013	Source: EPA Region 7
Date Data Arrived at EDR: 08/27/2013	Telephone: 913-551-7003
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 66	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 09/12/2011	Source: EPA Region 6
Date Data Arrived at EDR: 09/13/2011	Telephone: 214-665-6597
Date Made Active in Reports: 11/11/2011	Last EDR Contact: 01/27/2014
Number of Days to Update: 59	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 02/01/2013	Source: EPA Region 1
Date Data Arrived at EDR: 05/01/2013	Telephone: 617-918-1313
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 01/30/2014
Number of Days to Update: 184	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 02/13/2014	Source: EPA, Region 5
Date Data Arrived at EDR: 02/14/2014	Telephone: 312-886-7439
Date Made Active in Reports: 02/24/2014	Last EDR Contact: 01/27/2014
Number of Days to Update: 10	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 11/21/2013	Source: EPA Region 4
Date Data Arrived at EDR: 11/26/2013	Telephone: 404-562-8677
Date Made Active in Reports: 02/24/2014	Last EDR Contact: 01/27/2014
Number of Days to Update: 90	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Semi-Annually

State and tribal registered storage tank lists

KS UST: Underground Storage Tank Data

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 10/22/2013	Source: Department of Health and Environment
Date Data Arrived at EDR: 10/31/2013	Telephone: 785-296-1685
Date Made Active in Reports: 12/04/2013	Last EDR Contact: 01/06/2014
Number of Days to Update: 34	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Quarterly

MO UST: Petroleum Storage Tanks

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 12/03/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/18/2013	Telephone: 573-751-0135
Date Made Active in Reports: 01/22/2014	Last EDR Contact: 12/18/2013
Number of Days to Update: 35	Next Scheduled EDR Contact: 03/31/2014
	Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

KS AST: Aboveground Storage Tank Data

Registered Aboveground Storage Tanks.

Date of Government Version: 10/22/2013
 Date Data Arrived at EDR: 10/31/2013
 Date Made Active in Reports: 12/04/2013
 Number of Days to Update: 34

Source: Department of Health and Environment
 Telephone: 785-296-1685
 Last EDR Contact: 01/06/2014
 Next Scheduled EDR Contact: 04/21/2014
 Data Release Frequency: Quarterly

MO AST: Aboveground Petroleum Storage Tanks

Registered Aboveground Storage Tanks.

Date of Government Version: 12/17/2013
 Date Data Arrived at EDR: 12/18/2013
 Date Made Active in Reports: 01/22/2014
 Number of Days to Update: 35

Source: Department of Agriculture
 Telephone: 573-751-7062
 Last EDR Contact: 12/16/2013
 Next Scheduled EDR Contact: 03/31/2014
 Data Release Frequency: Semi-Annually

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 02/01/2013
 Date Data Arrived at EDR: 05/01/2013
 Date Made Active in Reports: 01/27/2014
 Number of Days to Update: 271

Source: EPA, Region 1
 Telephone: 617-918-1313
 Last EDR Contact: 01/30/2014
 Next Scheduled EDR Contact: 05/12/2014
 Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 11/21/2013
 Date Data Arrived at EDR: 11/26/2013
 Date Made Active in Reports: 02/24/2014
 Number of Days to Update: 90

Source: EPA Region 4
 Telephone: 404-562-9424
 Last EDR Contact: 01/27/2014
 Next Scheduled EDR Contact: 05/12/2014
 Data Release Frequency: Semi-Annually

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 02/13/2014
 Date Data Arrived at EDR: 02/14/2014
 Date Made Active in Reports: 02/24/2014
 Number of Days to Update: 10

Source: EPA Region 5
 Telephone: 312-886-6136
 Last EDR Contact: 01/27/2014
 Next Scheduled EDR Contact: 05/12/2014
 Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 05/10/2011
 Date Data Arrived at EDR: 05/11/2011
 Date Made Active in Reports: 06/14/2011
 Number of Days to Update: 34

Source: EPA Region 6
 Telephone: 214-665-7591
 Last EDR Contact: 01/27/2014
 Next Scheduled EDR Contact: 05/12/2014
 Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 12/31/2012	Source: EPA Region 7
Date Data Arrived at EDR: 02/28/2013	Telephone: 913-551-7003
Date Made Active in Reports: 04/12/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 43	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 07/29/2013	Source: EPA Region 8
Date Data Arrived at EDR: 08/01/2013	Telephone: 303-312-6137
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 92	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Quarterly

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 07/29/2013	Source: EPA Region 9
Date Data Arrived at EDR: 07/30/2013	Telephone: 415-972-3368
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 129	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Quarterly

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 02/05/2013	Source: EPA Region 10
Date Data Arrived at EDR: 02/06/2013	Telephone: 206-553-2857
Date Made Active in Reports: 04/12/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 65	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Quarterly

FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 01/01/2010	Source: FEMA
Date Data Arrived at EDR: 02/16/2010	Telephone: 202-646-5797
Date Made Active in Reports: 04/12/2010	Last EDR Contact: 01/13/2014
Number of Days to Update: 55	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Varies

State and tribal institutional control / engineering control registries

KS INST CONTROL: Institutional Controls Information

Sites that have institutional control information entered into the Identified Sites List database.

Date of Government Version: 10/31/2013	Source: Department of Health & Environment
Date Data Arrived at EDR: 11/07/2013	Telephone: 785-296-8049
Date Made Active in Reports: 12/05/2013	Last EDR Contact: 01/13/2014
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Quarterly

State and tribal voluntary cleanup sites

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

KS VCP: Identified Sites List

Sites included in the Identified Sites List that are identified as Voluntary Cleanup sites.

Date of Government Version: 10/31/2013	Source: Department of Health & Environment
Date Data Arrived at EDR: 11/07/2013	Telephone: 785-296-8049
Date Made Active in Reports: 12/05/2013	Last EDR Contact: 01/13/2014
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Quarterly

MO VCP: Sites Participating in the Voluntary Cleanup Program

Sites participating in the Voluntary Cleanup Program.

Date of Government Version: 02/11/2014	Source: Department of Natural Resources
Date Data Arrived at EDR: 02/19/2014	Telephone: 573-526-8913
Date Made Active in Reports: 02/21/2014	Last EDR Contact: 02/19/2014
Number of Days to Update: 2	Next Scheduled EDR Contact: 06/02/2014
	Data Release Frequency: Semi-Annually

INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 09/17/2013	Source: EPA, Region 1
Date Data Arrived at EDR: 10/01/2013	Telephone: 617-918-1102
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 01/03/2014
Number of Days to Update: 66	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008	Source: EPA, Region 7
Date Data Arrived at EDR: 04/22/2008	Telephone: 913-551-7365
Date Made Active in Reports: 05/19/2008	Last EDR Contact: 04/20/2009
Number of Days to Update: 27	Next Scheduled EDR Contact: 07/20/2009
	Data Release Frequency: Varies

State and tribal Brownfields sites

KS BROWNFIELDS: Identified Sites List

Sites included in the Identified Sites List that are identified as Brownfields sites.

Date of Government Version: 10/31/2013	Source: Department of Health & Environment
Date Data Arrived at EDR: 11/07/2013	Telephone: 785-296-8049
Date Made Active in Reports: 12/05/2013	Last EDR Contact: 01/13/2014
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Quarterly

MO BROWNFIELDS: Brownfields Site List

Brownfields are sites where redevelopment and reuse is hampered by known or suspected contamination with hazardous substances. While many brownfield sites are minimally contaminated, potential environmental liability can be a problem for owners, operators, prospective buyers and financial institutions. Because of the large number of these sites, their economic impact especially in heavily industrial areas is substantial.

Date of Government Version: 02/11/2014	Source: Department of Natural Resources
Date Data Arrived at EDR: 02/19/2014	Telephone: 573-526-8913
Date Made Active in Reports: 02/21/2014	Last EDR Contact: 02/19/2014
Number of Days to Update: 2	Next Scheduled EDR Contact: 06/02/2014
	Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 09/24/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 09/24/2013	Telephone: 202-566-2777
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 02/25/2014
Number of Days to Update: 73	Next Scheduled EDR Contact: 04/07/2014
	Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009	Source: EPA, Region 9
Date Data Arrived at EDR: 05/07/2009	Telephone: 415-947-4219
Date Made Active in Reports: 09/21/2009	Last EDR Contact: 01/27/2014
Number of Days to Update: 137	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: No Update Planned

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985	Source: Environmental Protection Agency
Date Data Arrived at EDR: 08/09/2004	Telephone: 800-424-9346
Date Made Active in Reports: 09/17/2004	Last EDR Contact: 06/09/2004
Number of Days to Update: 39	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/03/2007	Telephone: 703-308-8245
Date Made Active in Reports: 01/24/2008	Last EDR Contact: 11/04/2013
Number of Days to Update: 52	Next Scheduled EDR Contact: 02/17/2014
	Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/04/2013	Source: Drug Enforcement Administration
Date Data Arrived at EDR: 12/10/2013	Telephone: 202-307-1000
Date Made Active in Reports: 02/13/2014	Last EDR Contact: 12/05/2013
Number of Days to Update: 65	Next Scheduled EDR Contact: 03/17/2014
	Data Release Frequency: Quarterly

KS AOCNCERN: Area of Concern

The City of Wichita has taken the lead for the investigation and remediation efforts with the Kansas Department of Health & Environment, Bureau of Remediation. The primary contaminants of concern are chlorinated solvents and their degradation products.

Date of Government Version: N/A	Source: Department of Environmental Health
Date Data Arrived at EDR: 04/25/2002	Telephone: 315-268-8351
Date Made Active in Reports: 06/28/2002	Last EDR Contact: 03/13/2007
Number of Days to Update: 64	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

KS CDL: Clandestine Laboratory Data

Clandestine meth lab location

Date of Government Version: 09/29/2009	Source: Department of Health and Environment
Date Data Arrived at EDR: 10/02/2009	Telephone: 785-368-7301
Date Made Active in Reports: 10/20/2009	Last EDR Contact: 02/14/2014
Number of Days to Update: 18	Next Scheduled EDR Contact: 06/02/2014
	Data Release Frequency: Varies

MO CDL: Environmental Emergency Response System

Incidents reported to the Department of Natural Resources where drug lab materials were involved.

Date of Government Version: 12/04/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/18/2013	Telephone: 573-751-3443
Date Made Active in Reports: 01/22/2014	Last EDR Contact: 12/18/2013
Number of Days to Update: 35	Next Scheduled EDR Contact: 03/31/2014
	Data Release Frequency: Varies

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 09/01/2007	Source: Drug Enforcement Administration
Date Data Arrived at EDR: 11/19/2008	Telephone: 202-307-1000
Date Made Active in Reports: 03/30/2009	Last EDR Contact: 03/23/2009
Number of Days to Update: 131	Next Scheduled EDR Contact: 06/22/2009
	Data Release Frequency: No Update Planned

Local Land Records

LIENS 2: CERCLA Lien Information

A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 02/06/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 04/25/2013	Telephone: 202-564-6023
Date Made Active in Reports: 05/10/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 15	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 12/31/2013	Source: U.S. Department of Transportation
Date Data Arrived at EDR: 01/03/2014	Telephone: 202-366-4555
Date Made Active in Reports: 02/24/2014	Last EDR Contact: 01/03/2014
Number of Days to Update: 52	Next Scheduled EDR Contact: 01/13/2014
	Data Release Frequency: Annually

KS SPILLS: Kansas Spills Database

All spills reported under the regulatory authority of the Department of Health & Environment and the Kansas Corporation Commission.

Date of Government Version: 11/01/2013	Source: Department of Health and Environment
Date Data Arrived at EDR: 11/07/2013	Telephone: 785-296-1660
Date Made Active in Reports: 12/05/2013	Last EDR Contact: 01/13/2014
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Semi-Annually

MO SPILLS: Environmental Response Tracking Database

Releases of hazardous substances reported to the department's Environmental Emergency Response (EER) section.

Date of Government Version: 12/04/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/18/2013	Telephone: 573-526-3349
Date Made Active in Reports: 01/22/2014	Last EDR Contact: 12/18/2013
Number of Days to Update: 35	Next Scheduled EDR Contact: 03/31/2014
	Data Release Frequency: Semi-Annually

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 09/10/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/02/2013	Telephone: 913-551-7003
Date Made Active in Reports: 12/16/2013	Last EDR Contact: 01/02/2014
Number of Days to Update: 75	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Varies

DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 07/31/2012	Source: Department of Transportation, Office of Pipeline Safety
Date Data Arrived at EDR: 08/07/2012	Telephone: 202-366-4595
Date Made Active in Reports: 09/18/2012	Last EDR Contact: 02/06/2014
Number of Days to Update: 42	Next Scheduled EDR Contact: 05/19/2014
	Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005	Source: USGS
Date Data Arrived at EDR: 11/10/2006	Telephone: 888-275-8747
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 01/15/2014
Number of Days to Update: 62	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 12/31/2011	Source: U.S. Army Corps of Engineers
Date Data Arrived at EDR: 02/26/2013	Telephone: 202-528-4285
Date Made Active in Reports: 03/13/2013	Last EDR Contact: 12/13/2013
Number of Days to Update: 15	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Varies

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 12/31/2013	Source: Department of Justice, Consent Decree Library
Date Data Arrived at EDR: 01/24/2014	Telephone: Varies
Date Made Active in Reports: 02/24/2014	Last EDR Contact: 12/26/2013
Number of Days to Update: 31	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Varies

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 11/25/2013	Source: EPA
Date Data Arrived at EDR: 12/12/2013	Telephone: 703-416-0223
Date Made Active in Reports: 02/24/2014	Last EDR Contact: 12/12/2013
Number of Days to Update: 74	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Annually

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 09/14/2010	Source: Department of Energy
Date Data Arrived at EDR: 10/07/2011	Telephone: 505-845-0011
Date Made Active in Reports: 03/01/2012	Last EDR Contact: 02/25/2014
Number of Days to Update: 146	Next Scheduled EDR Contact: 06/09/2014
	Data Release Frequency: Varies

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 08/01/2013	Source: Department of Labor, Mine Safety and Health Administration
Date Data Arrived at EDR: 09/05/2013	Telephone: 303-231-5959
Date Made Active in Reports: 10/03/2013	Last EDR Contact: 12/06/2013
Number of Days to Update: 28	Next Scheduled EDR Contact: 03/17/2014
	Data Release Frequency: Semi-Annually

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2011	Source: EPA
Date Data Arrived at EDR: 07/31/2013	Telephone: 202-566-0250
Date Made Active in Reports: 09/13/2013	Last EDR Contact: 11/27/2013
Number of Days to Update: 44	Next Scheduled EDR Contact: 03/10/2014
	Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2006	Source: EPA
Date Data Arrived at EDR: 09/29/2010	Telephone: 202-260-5521
Date Made Active in Reports: 12/02/2010	Last EDR Contact: 12/26/2013
Number of Days to Update: 64	Next Scheduled EDR Contact: 04/07/2014
	Data Release Frequency: Every 4 Years

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009	Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 02/24/2014
Number of Days to Update: 25	Next Scheduled EDR Contact: 06/09/2014
	Data Release Frequency: Quarterly

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009	Source: EPA
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 02/24/2014
Number of Days to Update: 25	Next Scheduled EDR Contact: 06/09/2014
	Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2007	Telephone: 202-564-2501
Date Made Active in Reports: 04/10/2007	Last EDR Contact: 12/17/2007
Number of Days to Update: 40	Next Scheduled EDR Contact: 03/17/2008
	Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2007	Telephone: 202-564-2501
Date Made Active in Reports: 04/10/2007	Last EDR Contact: 12/17/2008
Number of Days to Update: 40	Next Scheduled EDR Contact: 03/17/2008
	Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009	Source: EPA
Date Data Arrived at EDR: 12/10/2010	Telephone: 202-564-4203
Date Made Active in Reports: 02/25/2011	Last EDR Contact: 01/28/2014
Number of Days to Update: 77	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 07/20/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/10/2011	Telephone: 202-564-5088
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 10/09/2014
Number of Days to Update: 61	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 06/01/2013	Source: EPA
Date Data Arrived at EDR: 07/17/2013	Telephone: 202-566-0500
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 01/28/2014
Number of Days to Update: 107	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Annually

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 07/22/2013	Source: Nuclear Regulatory Commission
Date Data Arrived at EDR: 08/02/2013	Telephone: 301-415-7169
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 12/09/2013
Number of Days to Update: 91	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Quarterly

RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 09/30/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/09/2013	Telephone: 202-343-9775
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 01/10/2014
Number of Days to Update: 23	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 03/08/2013	Source: EPA
Date Data Arrived at EDR: 03/21/2013	Telephone: (913) 551-7003
Date Made Active in Reports: 07/10/2013	Last EDR Contact: 12/10/2013
Number of Days to Update: 111	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Quarterly

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995	Source: EPA
Date Data Arrived at EDR: 07/03/1995	Telephone: 202-564-4104
Date Made Active in Reports: 08/07/1995	Last EDR Contact: 06/02/2008
Number of Days to Update: 35	Next Scheduled EDR Contact: 09/01/2008
	Data Release Frequency: No Update Planned

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 11/01/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/12/2013	Telephone: 202-564-8600
Date Made Active in Reports: 02/13/2014	Last EDR Contact: 01/27/2014
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2011	Source: EPA/NTIS
Date Data Arrived at EDR: 02/26/2013	Telephone: 800-424-9346
Date Made Active in Reports: 04/19/2013	Last EDR Contact: 11/25/2013
Number of Days to Update: 52	Next Scheduled EDR Contact: 03/10/2014
	Data Release Frequency: Biennially

KS UIC: Underground Injection Wells Database Listing

A listing of underground injection wells.

Date of Government Version: 11/06/2013	Source: Department of Health & Environment
Date Data Arrived at EDR: 11/07/2013	Telephone: 785-296-1367
Date Made Active in Reports: 12/04/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 27	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies

MO UIC: Underground Injection Wells Database

A listing of underground injection well locations. The UIC Program is responsible for regulating the construction, operation, permitting, and closure of injection wells that place fluids underground for storage or disposal.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 01/09/2014 Date Data Arrived at EDR: 01/10/2014 Date Made Active in Reports: 01/14/2014 Number of Days to Update: 4	Source: Department of Natural Resources Telephone: 573-368-2183 Last EDR Contact: 02/24/2014 Next Scheduled EDR Contact: 06/09/2014 Data Release Frequency: Varies
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KS DRYCLEANERS: Registered Drycleaning Facilities
 A listing of registered drycleaners.

Date of Government Version: 12/03/2013 Date Data Arrived at EDR: 12/04/2013 Date Made Active in Reports: 01/15/2014 Number of Days to Update: 42	Source: Department of Health & Environment Telephone: 785-291-3250 Last EDR Contact: 12/02/2013 Next Scheduled EDR Contact: 03/17/2014 Data Release Frequency: Varies
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MO DRYCLEANERS: Drycleaners in Missouri Listing

A listing of drycleaner facilities that are potentially eligible for reimbursement of department approved cleanup costs under the Drycleaning Environmental Response Trust Fund.

Date of Government Version: 12/16/2013 Date Data Arrived at EDR: 12/17/2013 Date Made Active in Reports: 01/22/2014 Number of Days to Update: 36	Source: Department of Natural Resources Telephone: 573-526-8913 Last EDR Contact: 12/16/2013 Next Scheduled EDR Contact: 03/31/2014 Data Release Frequency: Varies
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KS AIRS: Title V Source Information

A listing of title V sources, including emissions information.

Date of Government Version: 12/31/2012 Date Data Arrived at EDR: 10/02/2013 Date Made Active in Reports: 12/04/2013 Number of Days to Update: 63	Source: Department of Health & Environment Telephone: 785-296-6427 Last EDR Contact: 12/26/2013 Next Scheduled EDR Contact: 04/14/2014 Data Release Frequency: Annually
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MO AIRS: Permit Facility Listing

A listing of Air Pollution Control Program permits.

Date of Government Version: 12/19/2013 Date Data Arrived at EDR: 12/24/2013 Date Made Active in Reports: 01/29/2014 Number of Days to Update: 36	Source: Department of Natural Resources Telephone: 573-751-4817 Last EDR Contact: 12/16/2013 Next Scheduled EDR Contact: 03/31/2014 Data Release Frequency: Varies
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KS TIER 2: Tier 2 Information Listing

A listing of facilities which store or manufacture hazardous materials and submit a chemical inventory report.

Date of Government Version: 12/31/2012 Date Data Arrived at EDR: 10/24/2013 Date Made Active in Reports: 12/04/2013 Number of Days to Update: 41	Source: Department of Health & Environment Telephone: 785-296-1688 Last EDR Contact: 12/17/2013 Next Scheduled EDR Contact: 04/07/2014 Data Release Frequency: Annually
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INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2005 Date Data Arrived at EDR: 12/08/2006 Date Made Active in Reports: 01/11/2007 Number of Days to Update: 34	Source: USGS Telephone: 202-208-3710 Last EDR Contact: 01/15/2014 Next Scheduled EDR Contact: 04/28/2014 Data Release Frequency: Semi-Annually
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GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 03/07/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/09/2011	Telephone: 615-532-8599
Date Made Active in Reports: 05/02/2011	Last EDR Contact: 01/20/2014
Number of Days to Update: 54	Next Scheduled EDR Contact: 05/05/2014
	Data Release Frequency: Varies

KS COAL ASH: Coal Ash Disposal Site Listing

A listing of coal combustion waste landfills.

Date of Government Version: 10/25/2013	Source: Department of Health & Environment
Date Data Arrived at EDR: 10/29/2013	Telephone: 785-296-1600
Date Made Active in Reports: 12/04/2013	Last EDR Contact: 01/20/2014
Number of Days to Update: 36	Next Scheduled EDR Contact: 05/05/2014
	Data Release Frequency: Varies

KS Financial Assurance: Financial Assurance Information Listing

A listing of financial assurance information for underground storage tank facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 10/22/2013	Source: Department of Health & Environment
Date Data Arrived at EDR: 10/31/2013	Telephone: 785-296-1685
Date Made Active in Reports: 12/04/2013	Last EDR Contact: 01/06/2014
Number of Days to Update: 34	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 06/30/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 08/13/2013	Telephone: 617-520-3000
Date Made Active in Reports: 09/13/2013	Last EDR Contact: 02/10/2014
Number of Days to Update: 31	Next Scheduled EDR Contact: 05/26/2014
	Data Release Frequency: Quarterly

MO Financial Assurance 2: Financial Assurance Information Listing

Financial assurance information for solid waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay

Date of Government Version: 12/10/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/11/2013	Telephone: 573-751-5401
Date Made Active in Reports: 01/22/2014	Last EDR Contact: 12/11/2013
Number of Days to Update: 42	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 11/20/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/03/2013	Telephone: 202-566-1917
Date Made Active in Reports: 02/13/2014	Last EDR Contact: 02/14/2014
Number of Days to Update: 72	Next Scheduled EDR Contact: 06/02/2014
	Data Release Frequency: Quarterly

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/23/2013	Source: EPA
Date Data Arrived at EDR: 11/06/2013	Telephone: 202-564-5962
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 12/26/2013
Number of Days to Update: 30	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data A listing of minor source facilities.

Date of Government Version: 10/23/2013	Source: EPA
Date Data Arrived at EDR: 11/06/2013	Telephone: 202-564-5962
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 12/26/2013
Number of Days to Update: 30	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Annually

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 12/31/2005	Source: U.S. Geological Survey
Date Data Arrived at EDR: 02/06/2006	Telephone: 888-275-8747
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 01/15/2014
Number of Days to Update: 339	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: N/A

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 04/15/2013	Source: EPA
Date Data Arrived at EDR: 07/03/2013	Telephone: 202-564-6023
Date Made Active in Reports: 09/13/2013	Last EDR Contact: 01/02/2014
Number of Days to Update: 72	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Quarterly

PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 02/01/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/19/2011	Telephone: 202-566-0517
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 01/30/2014
Number of Days to Update: 83	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001	Source: American Journal of Public Health
Date Data Arrived at EDR: 10/27/2010	Telephone: 703-305-6451
Date Made Active in Reports: 12/02/2010	Last EDR Contact: 12/02/2009
Number of Days to Update: 36	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 01/29/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/14/2013	Telephone: 703-603-8787
Date Made Active in Reports: 02/27/2013	Last EDR Contact: 01/03/2014
Number of Days to Update: 13	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Varies

MO COAL ASH: Coal Ash Disposal Sites

A listing of power plants with coal ash ponds.

Date of Government Version: 01/07/2014	Source: Department of Natural Resources
Date Data Arrived at EDR: 01/07/2014	Telephone: 573-526-1825
Date Made Active in Reports: 01/30/2014	Last EDR Contact: 01/06/2014
Number of Days to Update: 23	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Varies

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 11/11/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/18/2012	Telephone: 703-308-4044
Date Made Active in Reports: 05/25/2012	Last EDR Contact: 02/14/2014
Number of Days to Update: 7	Next Scheduled EDR Contact: 05/26/2014
	Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 08/17/2010	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/03/2011	Telephone: N/A
Date Made Active in Reports: 03/21/2011	Last EDR Contact: 12/13/2013
Number of Days to Update: 77	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Varies

COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005	Source: Department of Energy
Date Data Arrived at EDR: 08/07/2009	Telephone: 202-586-8719
Date Made Active in Reports: 10/22/2009	Last EDR Contact: 01/13/2014
Number of Days to Update: 76	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

MO Financial Assurance 1: Financial Assurance Information Listing Financial Assurance information.

Date of Government Version: 12/10/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/13/2013	Telephone: 573-751-3553
Date Made Active in Reports: 01/22/2014	Last EDR Contact: 12/09/2013
Number of Days to Update: 40	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Varies

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A	Source: EDR, Inc.
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

EDR US Hist Auto Stat: EDR Exclusive Historic Gas Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A	Source: EDR, Inc.
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

EDR US Hist Cleaners: EDR Exclusive Historic Dry Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A	Source: EDR, Inc.
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

EDR US Hist Cleaners: EDR Proprietary Historic Dry Cleaners - Cole

Date of Government Version: N/A	Source: N/A
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

EDR US Hist Auto Stat: EDR Proprietary Historic Gas Stations - Cole

Date of Government Version: N/A	Source: N/A
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

KS RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists.

Date of Government Version: N/A	Source: EDR
Date Data Arrived at EDR: 07/01/2013	Telephone: N/A
Date Made Active in Reports: 01/03/2014	Last EDR Contact: 06/01/2012
Number of Days to Update: 186	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

KS RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists.

Date of Government Version: N/A	Source: EDR
Date Data Arrived at EDR: 07/01/2013	Telephone: N/A
Date Made Active in Reports: 01/03/2014	Last EDR Contact: 06/01/2012
Number of Days to Update: 186	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

KS RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists.

Date of Government Version: N/A	Source: EDR
Date Data Arrived at EDR: 07/01/2013	Telephone: N/A
Date Made Active in Reports: 01/20/2014	Last EDR Contact: 06/01/2012
Number of Days to Update: 203	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

MO RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists.

Date of Government Version: N/A	Source: EDR
Date Data Arrived at EDR: 07/01/2013	Telephone: N/A
Date Made Active in Reports: 01/03/2014	Last EDR Contact: 06/01/2012
Number of Days to Update: 186	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

MO RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists.

Date of Government Version: N/A	Source: EDR
Date Data Arrived at EDR: 07/01/2013	Telephone: N/A
Date Made Active in Reports: 01/15/2014	Last EDR Contact: 06/01/2012
Number of Days to Update: 198	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

MO RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists.

Date of Government Version: N/A	Source: EDR
Date Data Arrived at EDR: 07/01/2013	Telephone: N/A
Date Made Active in Reports: 01/03/2014	Last EDR Contact: 06/01/2012
Number of Days to Update: 186	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 07/30/2013	Source: Department of Energy & Environmental Protection
Date Data Arrived at EDR: 08/19/2013	Telephone: 860-424-3375
Date Made Active in Reports: 10/03/2013	Last EDR Contact: 02/21/2014
Number of Days to Update: 45	Next Scheduled EDR Contact: 06/02/2014
	Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 11/01/2013	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 11/07/2013	Telephone: 518-402-8651
Date Made Active in Reports: 11/18/2013	Last EDR Contact: 02/07/2014
Number of Days to Update: 11	Next Scheduled EDR Contact: 05/19/2014
	Data Release Frequency: Annually

RI MANIFEST: Manifest information

Hazardous waste manifest information

Date of Government Version: 12/31/2012	Source: Department of Environmental Management
Date Data Arrived at EDR: 06/21/2013	Telephone: 401-222-2797
Date Made Active in Reports: 08/05/2013	Last EDR Contact: 02/24/2014
Number of Days to Update: 45	Next Scheduled EDR Contact: 06/09/2014
	Data Release Frequency: Annually

WI MANIFEST: Manifest Information

Hazardous waste manifest information.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/31/2012	Source: Department of Natural Resources
Date Data Arrived at EDR: 08/09/2013	Telephone: N/A
Date Made Active in Reports: 09/27/2013	Last EDR Contact: 12/11/2013
Number of Days to Update: 49	Next Scheduled EDR Contact: 03/31/2014
	Data Release Frequency: Annually

Oil/Gas Pipelines: This data was obtained by EDR from the USGS in 1994. It is referred to by USGS as GeoData Digital Line Graphs from 1:100,000-Scale Maps. It was extracted from the transportation category including some oil, but primarily gas pipelines.

Electric Power Transmission Line Data

Source: Rextag Strategies Corp.
 Telephone: (281) 769-2247
 U.S. Electric Transmission and Power Plants Systems Digital GIS Data

Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:

Source: American Hospital Association, Inc.
 Telephone: 312-280-5991
 The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services
 Telephone: 410-786-3000
 A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes

Source: National Institutes of Health
 Telephone: 301-594-6248
 Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools

Source: National Center for Education Statistics
 Telephone: 202-502-7300
 The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools

Source: National Center for Education Statistics
 Telephone: 202-502-7300
 The National Center for Education Statistics' primary database on private school locations in the United States.

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

Scanned Digital USGS 7.5' Topographic Map (DRG)

Source: United States Geologic Survey
 A digital raster graphic (DRG) is a scanned image of a U.S. Geological Survey topographic map. The map images are made by scanning published paper maps on high-resolution scanners. The raster image is georeferenced and fit to the Universal Transverse Mercator (UTM) projection.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

STREET AND ADDRESS INFORMATION

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GEOCHECK® - PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

WESTWOOD CHRISTIAN CHURCH
5050 RAINBOW BOULEVARD
MISSION, KS 66205

TARGET PROPERTY COORDINATES

Latitude (North): 39.0365 - 39° 2' 11.40"
Longitude (West): 94.6124 - 94° 36' 44.64"
Universal Tranverse Mercator: Zone 15
UTM X (Meters): 360443.8
UTM Y (Meters): 4321856.0
Elevation: 938 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map: 39094-A5 KANSAS CITY, MO KS
Most Recent Revision: 1996

West Map: 39094-A6 SHAWNEE, KS
Most Recent Revision: 1995

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principal investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

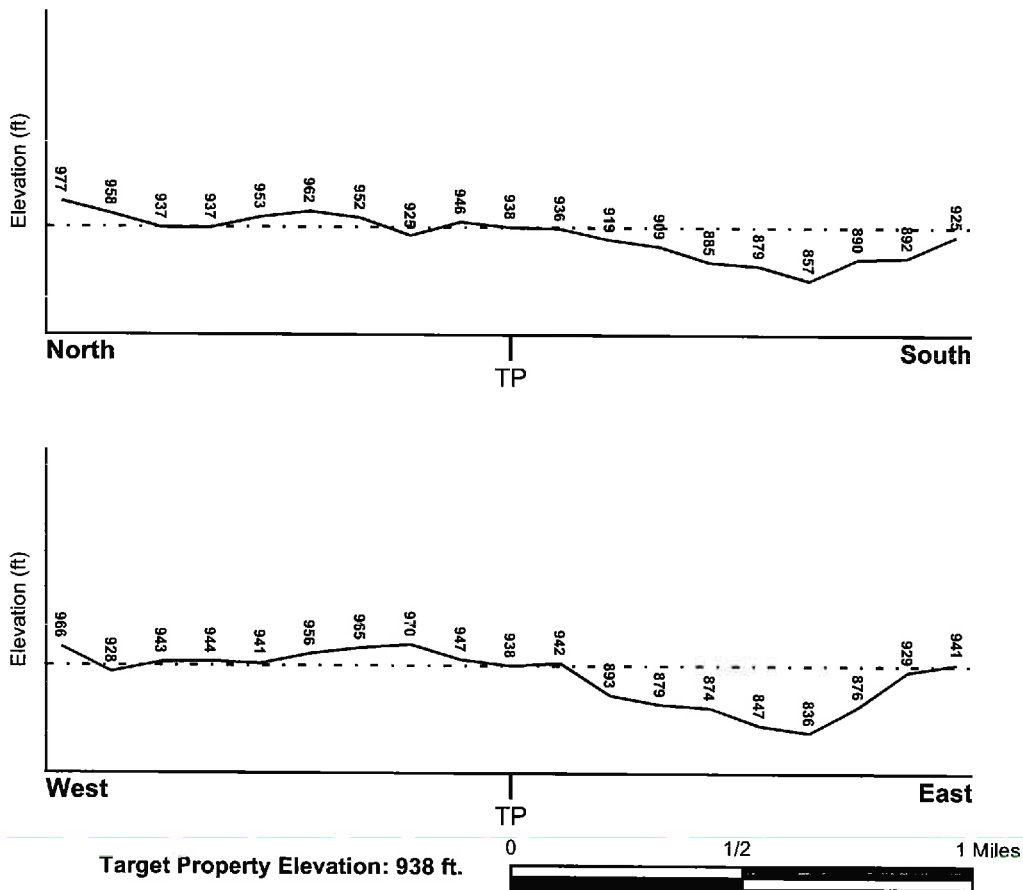
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General ESE

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

<u>Target Property County</u> JOHNSON, KS	<u>FEMA Flood Electronic Data</u> YES - refer to the Overview Map and Detail Map
Flood Plain Panel at Target Property:	20091C - FEMA DFIRM Flood data
Additional Panels in search area:	29095C - FEMA DFIRM Flood data

NATIONAL WETLAND INVENTORY

<u>NWI Quad at Target Property</u> KANSAS CITY	<u>NWI Electronic Data Coverage</u> YES - refer to the Overview Map and Detail Map
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HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

<u>MAP ID</u>	<u>LOCATION FROM TP</u>	<u>GENERAL DIRECTION GROUNDWATER FLOW</u>
Not Reported		

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

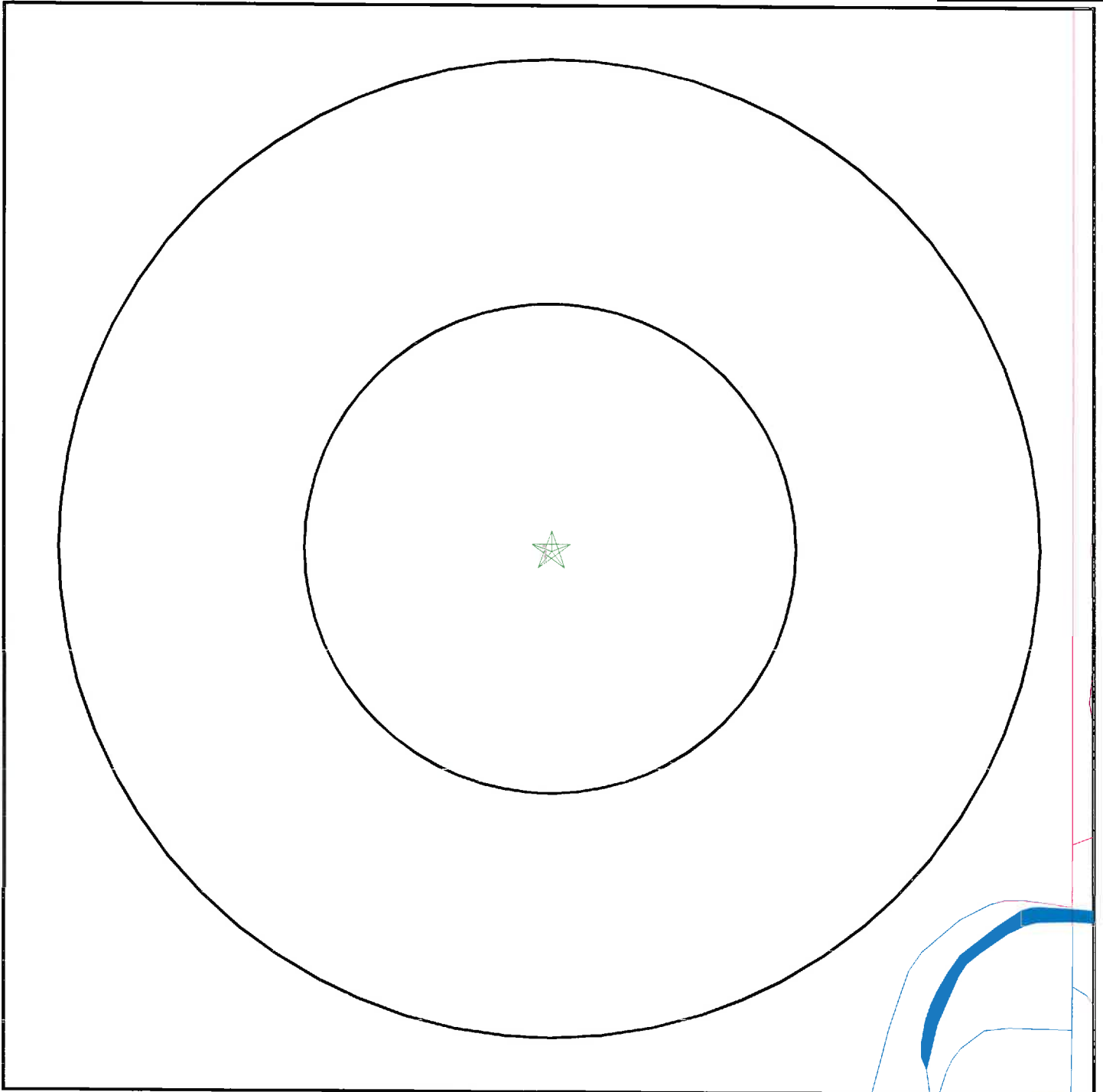
GEOLOGIC AGE IDENTIFICATION

Era:	Paleozoic	Category:	Stratified Sequence
System:	Pennsylvanian		
Series:	Missourian Series		
Code:	PP3 <i>(decoded above as Era, System & Series)</i>		

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

SSURGO SOIL MAP - 3866250.2s

Item B. Section X, Item



- ★ Target Property
- ∇ SSURGO Soil
- ∇ Water



SITE NAME: Westwood Christian Church
ADDRESS: 5050 Rainbow Boulevard
Mission KS 66205
LAT/LONG: 39.0365 / 94.6124

CLIENT: Kansas City Testing and Engineering LLC
CONTACT: Andrew Michael
INQUIRY #: 3866250.2s
DATE: February 26, 2014 3:49 pm

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1

Soil Component Name: Sharpsburg

Soil Surface Texture: silt loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Moderately well drained

Hydric Status: Unknown

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 97 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	9 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 14.11 Min: 4.233	Max: 7.3 Min: 5.1
2	9 inches	12 inches	silty clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 14.11 Min: 4.233	Max: 6 Min: 5.1
3	9 inches	35 inches	silty clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit 50% or more), Fat Clay.	Max: 4.233 Min: 1.411	Max: 6 Min: 5.1

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
4	35 inches	59 inches	silty clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 14.11 Min: 4.233	Max: 6.5 Min: 6.1

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

FEDERAL USGS WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No Wells Found		

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
A1	KS6000000172893	1/4 - 1/2 Mile South

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
A2	KS6000000172894	1/4 - 1/2 Mile South
A3	KS6000000172895	1/4 - 1/2 Mile South
B4	KS6000000173046	1/4 - 1/2 Mile WSW
B5	KS6000000173045	1/4 - 1/2 Mile WSW
B6	KS6000000173048	1/4 - 1/2 Mile WSW
B7	KS6000000173047	1/4 - 1/2 Mile WSW
B8	KS6000000173044	1/4 - 1/2 Mile WSW
B9	KS6000000173041	1/4 - 1/2 Mile WSW
B10	KS6000000173040	1/4 - 1/2 Mile WSW
B11	KS6000000173043	1/4 - 1/2 Mile WSW
B12	KS6000000173042	1/4 - 1/2 Mile WSW
B13	KS6000000173055	1/4 - 1/2 Mile WSW
B14	KS6000000173054	1/4 - 1/2 Mile WSW
B15	KS6000000173057	1/4 - 1/2 Mile WSW
B16	KS6000000173056	1/4 - 1/2 Mile WSW
B17	KS6000000173053	1/4 - 1/2 Mile WSW
B18	KS6000000173050	1/4 - 1/2 Mile WSW
B19	KS6000000173049	1/4 - 1/2 Mile WSW
B20	KS6000000173052	1/4 - 1/2 Mile WSW
B21	KS6000000173051	1/4 - 1/2 Mile WSW
C22	KS6000000172910	1/4 - 1/2 Mile SW
C23	KS6000000172909	1/4 - 1/2 Mile SW
C24	KS6000000172911	1/4 - 1/2 Mile SW
C25	KS6000000172913	1/4 - 1/2 Mile SW
C26	KS6000000172912	1/4 - 1/2 Mile SW
C27	KS6000000172905	1/4 - 1/2 Mile SW
C28	KS6000000172904	1/4 - 1/2 Mile SW
C29	KS6000000172906	1/4 - 1/2 Mile SW
C30	KS6000000172908	1/4 - 1/2 Mile SW
C31	KS6000000172907	1/4 - 1/2 Mile SW
C32	KS6000000172914	1/4 - 1/2 Mile SW
C33	KS6000000172921	1/4 - 1/2 Mile SW
C34	KS6000000172920	1/4 - 1/2 Mile SW
C35	KS6000000172922	1/4 - 1/2 Mile SW
C36	KS6000000172924	1/4 - 1/2 Mile SW
C37	KS6000000172923	1/4 - 1/2 Mile SW
C38	KS6000000172916	1/4 - 1/2 Mile SW
C39	KS6000000172915	1/4 - 1/2 Mile SW
C40	KS6000000172917	1/4 - 1/2 Mile SW
C41	KS6000000172919	1/4 - 1/2 Mile SW
C42	KS6000000172918	1/4 - 1/2 Mile SW
D43	KS6000000173595	1/4 - 1/2 Mile North
D44	KS6000000173594	1/4 - 1/2 Mile North
D45	KS6000000173597	1/4 - 1/2 Mile North
D46	KS6000000173596	1/4 - 1/2 Mile North
D47	KS6000000173697	1/4 - 1/2 Mile North
E48	KS6000000173618	1/4 - 1/2 Mile NNW
E49	KS6000000173619	1/4 - 1/2 Mile NNW
E50	KS6000000173616	1/4 - 1/2 Mile NNW
E51	KS6000000173617	1/4 - 1/2 Mile NNW
E52	KS6000000173622	1/4 - 1/2 Mile NNW
E53	KS6000000173623	1/4 - 1/2 Mile NNW

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
E54	KS6000000173620	1/4 - 1/2 Mile NNW
E55	KS6000000173621	1/4 - 1/2 Mile NNW
F56	KS6000000172935	1/2 - 1 Mile SW
F57	KS6000000172934	1/2 - 1 Mile SW
F58	KS6000000172933	1/2 - 1 Mile SW
F59	KS6000000172938	1/2 - 1 Mile SW
F60	KS6000000172937	1/2 - 1 Mile SW
F61	KS6000000172936	1/2 - 1 Mile SW
G62	KS6000000173720	1/2 - 1 Mile North
D63	KS6000000173730	1/2 - 1 Mile North
G64	KS6000000173759	1/2 - 1 Mile North
G65	KS6000000173764	1/2 - 1 Mile North
G66	KS6000000173769	1/2 - 1 Mile North
G67	KS6000000173776	1/2 - 1 Mile North
H68	KS6000000173768	1/2 - 1 Mile North
G69	KS6000000173787	1/2 - 1 Mile North
G70	KS6000000173854	1/2 - 1 Mile North
H71	KS6000000173843	1/2 - 1 Mile North
G72	KS6000000173856	1/2 - 1 Mile North
H73	KS6000000173859	1/2 - 1 Mile North
74	KS6000000173858	1/2 - 1 Mile North
H75	KS6000000173899	1/2 - 1 Mile North
H76	KS6000000173860	1/2 - 1 Mile NNE
I77	KS6000000173910	1/2 - 1 Mile North
I78	KS6000000173926	1/2 - 1 Mile North
J79	KS6000000173949	1/2 - 1 Mile North
K80	KS6000000173739	1/2 - 1 Mile NW
J81	KS6000000173984	1/2 - 1 Mile North
K82	KS6000000173751	1/2 - 1 Mile NW
K83	KS6000000173752	1/2 - 1 Mile NW
K84	KS6000000173760	1/2 - 1 Mile NW
K85	KS6000000173825	1/2 - 1 Mile NW
K86	KS6000000173826	1/2 - 1 Mile NW
K87	KS6000000173823	1/2 - 1 Mile NW
K88	KS6000000173824	1/2 - 1 Mile NW
K89	KS6000000173827	1/2 - 1 Mile NW
K90	KS6000000173830	1/2 - 1 Mile NW
K91	KS6000000173831	1/2 - 1 Mile NW
K92	KS6000000173828	1/2 - 1 Mile NW
K93	KS6000000173829	1/2 - 1 Mile NW
K94	KS6000000173819	1/2 - 1 Mile NW
K95	KS6000000173818	1/2 - 1 Mile NW
K96	KS6000000173820	1/2 - 1 Mile NW
K97	KS6000000173822	1/2 - 1 Mile NW
K98	KS6000000173821	1/2 - 1 Mile NW
99	KS6000000174050	1/2 - 1 Mile North
K100	KS6000000173756	1/2 - 1 Mile NW
L101	KS6000000173767	1/2 - 1 Mile NW
L102	KS6000000173836	1/2 - 1 Mile NW
L103	KS6000000173837	1/2 - 1 Mile NW
L104	KS6000000173835	1/2 - 1 Mile NW
L105	KS6000000173833	1/2 - 1 Mile NW

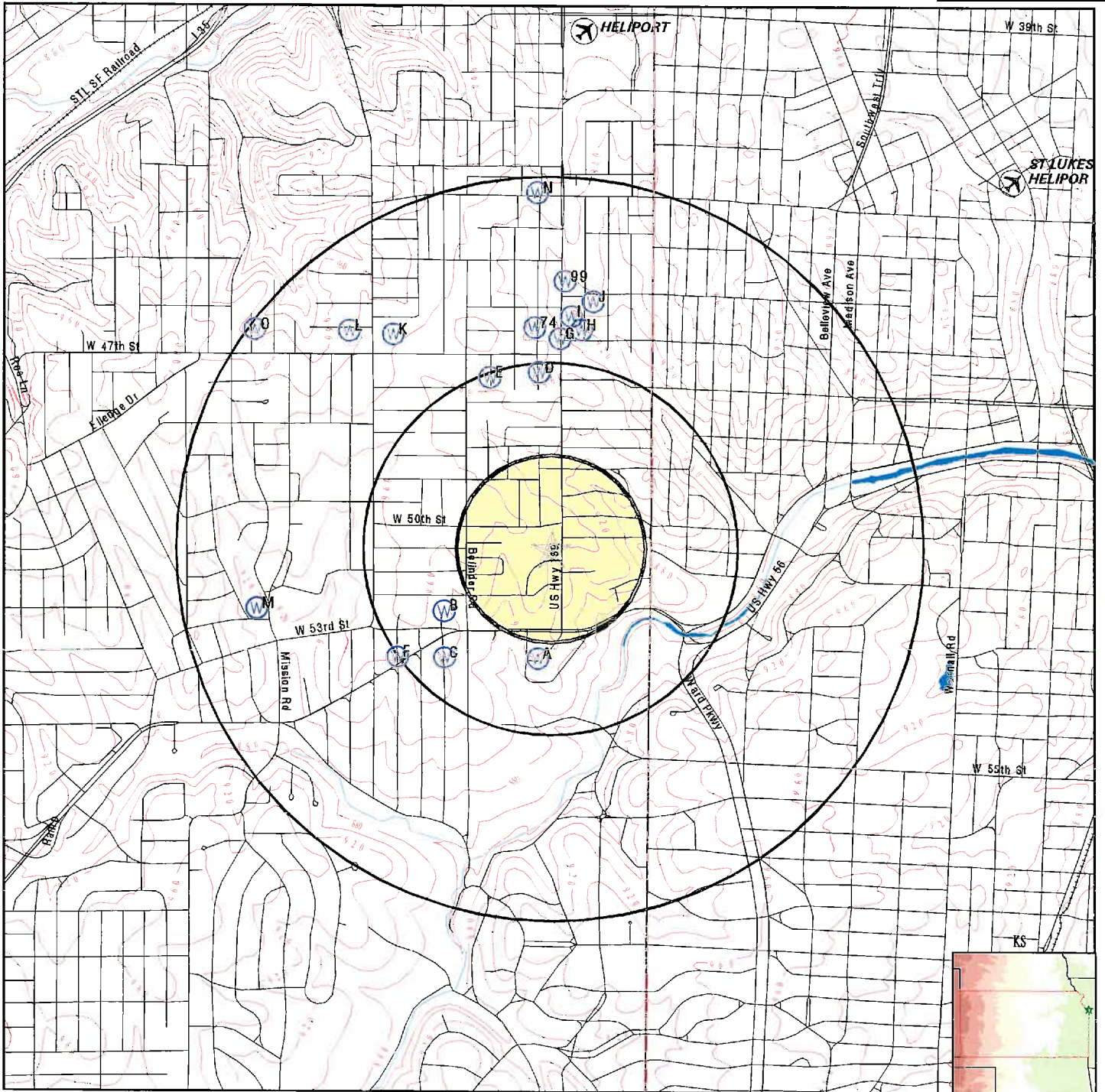
GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
L106	KS6000000173834	1/2 - 1 Mile NW
L107	KS6000000173841	1/2 - 1 Mile NW
L108	KS6000000173842	1/2 - 1 Mile NW
L109	KS6000000173840	1/2 - 1 Mile NW
L110	KS6000000173838	1/2 - 1 Mile NW
L111	KS6000000173839	1/2 - 1 Mile NW
M112	KS6000000173065	1/2 - 1 Mile WSW
M113	KS6000000173064	1/2 - 1 Mile WSW
M114	KS6000000173066	1/2 - 1 Mile WSW
M115	KS6000000173068	1/2 - 1 Mile WSW
M116	KS6000000173067	1/2 - 1 Mile WSW
N117	KS6000000174212	1/2 - 1 Mile North
N118	KS6000000174211	1/2 - 1 Mile North
N119	KS6000000174264	1/2 - 1 Mile North
N120	KS6000000174263	1/2 - 1 Mile North
N121	KS6000000174262	1/2 - 1 Mile North
N122	KS6000000174267	1/2 - 1 Mile North
N123	KS6000000174266	1/2 - 1 Mile North
N124	KS6000000174265	1/2 - 1 Mile North
N125	KS6000000174270	1/2 - 1 Mile North
N126	KS6000000174269	1/2 - 1 Mile North
N127	KS6000000174268	1/2 - 1 Mile North
N128	KS6000000174273	1/2 - 1 Mile North
N129	KS6000000174272	1/2 - 1 Mile North
N130	KS6000000174271	1/2 - 1 Mile North
O131	KS6000000173849	1/2 - 1 Mile NW
O132	KS6000000173848	1/2 - 1 Mile NW
O133	KS6000000173847	1/2 - 1 Mile NW
O134	KS6000000173850	1/2 - 1 Mile NW
O135	KS6000000173853	1/2 - 1 Mile NW
O136	KS6000000173852	1/2 - 1 Mile NW
O137	KS6000000173851	1/2 - 1 Mile NW

PHYSICAL SETTING SOURCE MAP - 3866250.2s

Item B.Section X, Item



- County Boundary
- Major Roads
- Contour Lines
- Airports
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons

- Groundwater Flow Direction
- Indeterminate Groundwater Flow at Location
- Groundwater Flow Varies at Location
- Oil, gas or related wells

<p>SITE NAME: Westwood Christian Church ADDRESS: 5050 Rainbow Boulevard Mission KS 66205 LAT/LONG: 39.0365 / 94.6124</p>	<p>CLIENT: Kansas City Testing and Engineering LLC CONTACT: Andrew Michael INQUIRY #: 3866250.2s DATE: February 26, 2014 3:49 pm</p>
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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

<p>Map ID Direction Distance Elevation</p>		<p>Database EDR ID Number</p>
<hr/>		
<p>A1 South 1/4 - 1/2 Mile Lower</p>		<p>KS WELLS KS6000000172893</p>
<p>Well id: 104471 Township: 12 Range: 25 Section: 3 Longitude: -94.61285 Long lat t: From PLSS Well use: Monitoring well/observation/piezometer Comple dat: 29-Nov-1995 Status: PLUGGED Dwr number: Not Reported Directions: 2828 SHAWNEE MISSION Well depth: 15 Static dep: Not Reported Driller: Max's Enterprise</p>	<p>County: Johnson Twn dir: S Range dir: E Spot: NE SE SE Latitude: 39.03222 Owner: Amoco Oil Co. Other id: OW 9 Elev: Not Reported Est yield: Not Reported</p>	

<p>A2 South 1/4 - 1/2 Mile Lower</p>		<p>KS WELLS KS6000000172894</p>
<p>Well id: 104473 Township: 12 Range: 25 Section: 3 Longitude: -94.61285 Long lat t: From PLSS Well use: Monitoring well/observation/piezometer Comple dat: 29-Nov-1995 Status: PLUGGED Dwr number: Not Reported Directions: 5327 FAIRWAY Well depth: 15 Static dep: Not Reported Driller: Max's Enterprise</p>	<p>County: Johnson Twn dir: S Range dir: E Spot: NE SE SE Latitude: 39.03222 Owner: Amoco Oil Co. Other id: OW 10 Elev: Not Reported Est yield: Not Reported</p>	

<p>A3 South 1/4 - 1/2 Mile Lower</p>		<p>KS WELLS KS6000000172895</p>
<p>Well id: 104502 Township: 12 Range: 25 Section: 3 Longitude: -94.61285 Long lat t: From PLSS Well use: Monitoring well/observation/piezometer Comple dat: 26-Nov-1995 Status: CONSTRUCTED Dwr number: Not Reported Directions: 5327 FAIRWAY Well depth: 25</p>	<p>County: Johnson Twn dir: S Range dir: E Spot: NE SE SE Latitude: 39.03222 Owner: Amoco Oil Co. Other id: MW 1 Elev: Not Reported</p>	

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: Not Reported Est yield: Not Reported
Driller: Max's Enterprise

B4
WSW
1/4 - 1/2 Mile
Higher

KS WELLS KS6000000173046

Well id: 104510 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: SE NW SE
Longitude: -94.61749 Latitude: 39.03408
Long lat t: From PLSS Owner: Amoco Oil Co.
Well use: Monitoring well/observation/piezometer
Comple dat: 27-Nov-1995
Status: CONSTRUCTED Other id: MW 8
Dwr number: Not Reported
Directions: 2808 53RD
Well depth: 22 Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: Max's Enterprise

B5
WSW
1/4 - 1/2 Mile
Higher

KS WELLS KS6000000173045

Well id: 104479 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: SE NW SE
Longitude: -94.61749 Latitude: 39.03408
Long lat t: From PLSS Owner: Amoco Oil Co.
Well use: Monitoring well/observation/piezometer
Comple dat: 29-Nov-1995
Status: PLUGGED Other id: OW 13
Dwr number: Not Reported
Directions: 2804 53RD
Well depth: 15 Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: Max's Enterprise

B6
WSW
1/4 - 1/2 Mile
Higher

KS WELLS KS6000000173048

Well id: 341436 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: SE NW SE
Longitude: -94.61749 Latitude: 39.03408
Long lat t: From PLSS Owner: BP Amoco
Well use: Monitoring well/observation/piezometer
Comple dat: 22-Sep-2003
Status: PLUGGED Other id: MW 4
Dwr number: Not Reported
Directions: 2814 Johnson Dr, Fairway
Well depth: Not Reported Elev: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: Not Reported Est yield: Not Reported
Driller: BE and K Terranext

B7
WSW
1/4 - 1/2 Mile
Higher
KS WELLS **KS6000000173047**

Well id: 341435 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: SE NW SE
Longitude: -94.61749 Latitude: 39.03408
Long lat t: From PLSS Owner: BP Amoco
Well use: Monitoring well/observation/piezometer
Comple dat: 22-Sep-2003
Status: PLUGGED Other id: MW 3
Dwr number: Not Reported
Directions: 2814 Johnson Dr, Fairway
Well depth: Not Reported Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: BE and K Terranext

B8
WSW
1/4 - 1/2 Mile
Higher
KS WELLS **KS6000000173044**

Well id: 30753 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: SE NW SE
Longitude: -94.61749 Latitude: 39.03408
Long lat t: From PLSS Owner: Amoco Oil Co.
Well use: Monitoring well/observation/piezometer
Comple dat: 17-May-1990
Status: CONSTRUCTED Other id: MW 5
Dwr number: Not Reported
Directions: 2814 SHAWNEE MISSION PARKWAY, FAIRWAY
Well depth: 15.5 Elev: Not Reported
Static dep: 5.12 Est yield: Not Reported
Driller: Terracon, Inc.

B9
WSW
1/4 - 1/2 Mile
Higher
KS WELLS **KS6000000173041**

Well id: 30750 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: SE NW SE
Longitude: -94.61749 Latitude: 39.03408
Long lat t: From PLSS Owner: Amoco Oil Co.
Well use: Monitoring well/observation/piezometer
Comple dat: 17-May-1990
Status: CONSTRUCTED Other id: MW 2
Dwr number: Not Reported
Directions: 2814 SHAWNEE MISSION PARKWAY, FAIRWAY
Well depth: 20.1 Elev: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 7.82 Est yield: Not Reported
 Driller: Terracon, Inc.

B10
WSW
 1/4 - 1/2 Mile
 Higher

KS WELLS KS6000000173040

Well id:	30749	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	SE NW SE
Longitude:	-94.61749	Latitude:	39.03408
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	17-May-1990		
Status:	CONSTRUCTED	Other id:	MW 1
Dwr number:	Not Reported		
Directions:	2814 SHAWNEE MISSION PARKWAY, FAIRWAY		
Well depth:	15	Elev:	Not Reported
Static dep:	6.13	Est yield:	Not Reported
Driller:	Terracon, Inc.		

B11
WSW
 1/4 - 1/2 Mile
 Higher

KS WELLS KS6000000173043

Well id:	30752	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	SE NW SE
Longitude:	-94.61749	Latitude:	39.03408
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	17-May-1990		
Status:	CONSTRUCTED	Other id:	MW 4
Dwr number:	Not Reported		
Directions:	2814 SHAWNEE MISSION PARKWAY, FAIRWAY		
Well depth:	15.5	Elev:	Not Reported
Static dep:	7.31	Est yield:	Not Reported
Driller:	Terracon, Inc.		

B12
WSW
 1/4 - 1/2 Mile
 Higher

KS WELLS KS6000000173042

Well id:	30751	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	SE NW SE
Longitude:	-94.61749	Latitude:	39.03408
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	17-May-1990		
Status:	CONSTRUCTED	Other id:	MW 3
Dwr number:	Not Reported		
Directions:	2814 SHAWNEE MISSION PARKWAY, FAIRWAY		
Well depth:	15	Elev:	Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 6.35 Est yield: Not Reported
Driller: Terracon, Inc.

**B13
WSW
1/4 - 1/2 Mile
Higher**

KS WELLS KS6000000173055

Well id: 344099 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: SE NW SE
Longitude: -94.61749 Latitude: 39.03408
Long lat t: From PLSS Owner: Carter Energy
Well use: Monitoring well/observation/piezometer
Comple dat: 02-Dec-2003
Status: PLUGGED Other id: MW 2
Dwr number: Not Reported
Directions: 2814 Shawnee Mission Parkway, BP Amoco, Fairway
Well depth: Not Reported Elev: Not Reported
Static dep: 12 Est yield: Not Reported
Driller: Pratt Well Service, Inc.

**B14
WSW
1/4 - 1/2 Mile
Higher**

KS WELLS KS6000000173054

Well id: 344098 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: SE NW SE
Longitude: -94.61749 Latitude: 39.03408
Long lat t: From PLSS Owner: Carter Energy
Well use: Monitoring well/observation/piezometer
Comple dat: 02-Dec-2003
Status: CONSTRUCTED Other id: MW 11
Dwr number: Not Reported
Directions: 2814 Shawnee Mission Parkway, BP Amoco station, Fairway
Well depth: 20 Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: Pratt Well Service, Inc.

**B15
WSW
1/4 - 1/2 Mile
Higher**

KS WELLS KS6000000173057

Well id: 383783 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: SE NW SE
Longitude: -94.61749 Latitude: 39.03408
Long lat t: From PLSS Owner: Amoco Oil Co.
Well use: Monitoring well/observation/piezometer
Comple dat: 24-Apr-2006
Status: PLUGGED Other id: Not Reported
Dwr number: Not Reported
Directions: 2814 Shawnee Mission Parkway, Fairway
Well depth: 20.1 Elev: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 9.5 Est yield: Not Reported
Driller: Pratt Well Service, Inc.

B16
WSW
1/4 - 1/2 Mile
Higher

KS WELLS KS6000000173056

Well id: 359616 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: SE NW SE
Longitude: -94.61749 Latitude: 39.03408
Long lat t: From PLSS Owner: City of Fairway
Well use: Monitoring well/observation/piezometer
Comple dat: 02-Dec-2003
Status: CONSTRUCTED Other id: MW 12
Dwr number: Not Reported
Directions: in street in front of 5310 Norwood at intersection of Shawnee Missi
Well depth: 20 Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: Pratt Well Service, Inc.

B17
WSW
1/4 - 1/2 Mile
Higher

KS WELLS KS6000000173053

Well id: 341441 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: SE NW SE
Longitude: -94.61749 Latitude: 39.03408
Long lat t: From PLSS Owner: BP Amoco
Well use: Monitoring well/observation/piezometer
Comple dat: 22-Sep-2003
Status: PLUGGED Other id: OW 2
Dwr number: Not Reported
Directions: 2814 Johnson Dr, Fairway
Well depth: Not Reported Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: BE and K Terranext

B18
WSW
1/4 - 1/2 Mile
Higher

KS WELLS KS6000000173050

Well id: 341438 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: SE NW SE
Longitude: -94.61749 Latitude: 39.03408
Long lat t: From PLSS Owner: BP Amoco
Well use: Monitoring well/observation/piezometer
Comple dat: 08-Aug-2003
Status: PLUGGED Other id: MW 6
Dwr number: Not Reported
Directions: 2814 Johnson Dr, Fairway
Well depth: 14.62 Elev: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 4.83 Est yield: Not Reported
 Driller: Max's Enterprises

B19
WSW
1/4 - 1/2 Mile
Higher

KS WELLS KS6000000173049

Well id:	341437	County:	Johnson
Township:	12	Twon dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	SE NW SE
Longitude:	-94.61749	Latitude:	39.03408
Long lat t:	From PLSS	Owner:	BP Amoco
Well use:	Monitoring well/observation/piezometer		
Comple dat:	22-Sep-2003		
Status:	PLUGGED	Other id:	MW 5
Dwr number:	Not Reported		
Directions:	2814 Johnson Dr, Fairway		
Well depth:	Not Reported	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	BE and K Terranext		

B20
WSW
1/4 - 1/2 Mile
Higher

KS WELLS KS6000000173052

Well id:	341440	County:	Johnson
Township:	12	Twon dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	SE NW SE
Longitude:	-94.61749	Latitude:	39.03408
Long lat t:	From PLSS	Owner:	BP Amoco
Well use:	Monitoring well/observation/piezometer		
Comple dat:	08-Aug-2003		
Status:	PLUGGED	Other id:	MW 8
Dwr number:	Not Reported		
Directions:	2814 Johnson Dr, Fairway		
Well depth:	Not Reported	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Max's Enterprises		

B21
WSW
1/4 - 1/2 Mile
Higher

KS WELLS KS6000000173051

Well id:	341439	County:	Johnson
Township:	12	Twon dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	SE NW SE
Longitude:	-94.61749	Latitude:	39.03408
Long lat t:	From PLSS	Owner:	BP Amoco
Well use:	Monitoring well/observation/piezometer		
Comple dat:	22-Sep-2003		
Status:	PLUGGED	Other id:	MW 7
Dwr number:	Not Reported		
Directions:	2814 Johnson Dr, Fairway		
Well depth:	Not Reported	Elev:	Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	Not Reported	Est yield:	Not Reported
Driller:	BE and K Terranext		

C22
SW
 1/4 - 1/2 Mile
 Higher

KS WELLS KS6000000172910

Well id:	30760	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	28-Aug-1990		
Status:	CONSTRUCTED	Other id:	OW 8
Dwr number:	Not Reported		
Directions:	2814 SHAWNEE MISSION PARKWAY, FAIRWAY		
Well depth:	13	Elev:	Not Reported
Static dep:	6.62	Est yield:	Not Reported
Driller:	Geraghty & Miller, Inc.		

C23
SW
 1/4 - 1/2 Mile
 Higher

KS WELLS KS6000000172909

Well id:	30759	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	11-Feb-1992		
Status:	CONSTRUCTED	Other id:	OW 11
Dwr number:	Not Reported		
Directions:	2814 SHAWNEE MISSION PARKWAY, FAIRWAY		
Well depth:	15.58	Elev:	Not Reported
Static dep:	14	Est yield:	Not Reported
Driller:	Geraghty & Miller, Inc.		

C24
SW
 1/4 - 1/2 Mile
 Higher

KS WELLS KS6000000172911

Well id:	30761	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	10-Feb-1992		
Status:	CONSTRUCTED	Other id:	OW 13
Dwr number:	Not Reported		
Directions:	2814 SHAWNEE MISSION PARKWAY, FAIRWAY		
Well depth:	19	Elev:	Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Geraghty & Miller, Inc.		

C25
SW
 1/4 - 1/2 Mile
 Higher

KS WELLS KS6000000172913

Well id:	104475	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	29-Nov-1995		
Status:	PLUGGED	Other id:	OW 11
Dwr number:	Not Reported		
Directions:	5310 NORWOOD		
Well depth:	15	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Max's Enterprise		

C26
SW
 1/4 - 1/2 Mile
 Higher

KS WELLS KS6000000172912

Well id:	30762	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	13-Feb-1992		
Status:	CONSTRUCTED	Other id:	OW 12
Dwr number:	Not Reported		
Directions:	2814 SHAWNEE MISSION PARKWAY, FAIRWAY		
Well depth:	17	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Geraghty & Miller, Inc.		

C27
SW
 1/4 - 1/2 Mile
 Higher

KS WELLS KS6000000172905

Well id:	30755	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	28-Aug-1990		
Status:	CONSTRUCTED	Other id:	OW 7
Dwr number:	Not Reported		
Directions:	2914 SHAWNEE MISSION PARKWAY, FAIRWAY		
Well depth:	13	Elev:	Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 5.54 Est yield: Not Reported
Driller: Geraghty & Miller, Inc.

C28
SW
1/4 - 1/2 Mile
Higher
KS WELLS **KS6000000172904**

Well id: 30754 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NE SW SE
Longitude: -94.61748 Latitude: 39.03226
Long lat t: From PLSS Owner: Amoco Oil Co.
Well use: Monitoring well/observation/piezometer
Comple dat: 30-Mar-1992
Status: CONSTRUCTED Other id: OW 14
Dwr number: Not Reported
Directions: 2814 SHAWNEE MISSION PARKWAY, FAIRWAY
Well depth: 20.8 Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: Geraghty & Miller, Inc.

C29
SW
1/4 - 1/2 Mile
Higher
KS WELLS **KS6000000172906**

Well id: 30756 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NE SW SE
Longitude: -94.61748 Latitude: 39.03226
Long lat t: From PLSS Owner: Amoco Oil Co.
Well use: Monitoring well/observation/piezometer
Comple dat: 28-Aug-1990
Status: CONSTRUCTED Other id: OW 6
Dwr number: Not Reported
Directions: 2814 SHAWNEE MISSION PARKWAY, FAIRWAY, KS
Well depth: 13 Elev: Not Reported
Static dep: 7.42 Est yield: Not Reported
Driller: Geraghty & Miller, Inc.

C30
SW
1/4 - 1/2 Mile
Higher
KS WELLS **KS6000000172908**

Well id: 30758 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NE SW SE
Longitude: -94.61748 Latitude: 39.03226
Long lat t: From PLSS Owner: Amoco Oil Co.
Well use: Monitoring well/observation/piezometer
Comple dat: 12-Feb-1992
Status: CONSTRUCTED Other id: OW 10
Dwr number: Not Reported
Directions: 2814 SHAWNEE MISSION PARKWAY, FAIRWAY
Well depth: 16 Elev: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: Not Reported Est yield: Not Reported
Driller: Geraghty & Miller, Inc.

C31
SW
1/4 - 1/2 Mile
Higher **KS WELLS** **KS6000000172907**

Well id: 30757 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NE SW SE
Longitude: -94.61748 Latitude: 39.03226
Long lat t: From PLSS Owner: Amoco Oil Co.
Well use: Monitoring well/observation/piezometer
Comple dat: 10-Feb-1992
Status: CONSTRUCTED Other id: OW 9
Dwr number: Not Reported
Directions: 2814 SHAWNEE MISSION PARKWAY, FAIRWAY
Well depth: 15 Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: Geraghty & Miller, Inc.

C32
SW
1/4 - 1/2 Mile
Higher **KS WELLS** **KS6000000172914**

Well id: 104477 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NE SW SE
Longitude: -94.61748 Latitude: 39.03226
Long lat t: From PLSS Owner: Amoco Oil Co.
Well use: Monitoring well/observation/piezometer
Comple dat: 29-Nov-1995
Status: PLUGGED Other id: MW 12
Dwr number: Not Reported
Directions: 5301 NORWOOD
Well depth: 15 Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: Max's Enterprise

C33
SW
1/4 - 1/2 Mile
Higher **KS WELLS** **KS6000000172921**

Well id: 104844 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NE SW SE
Longitude: -94.61748 Latitude: 39.03226
Long lat t: From PLSS Owner: Amoco Oil Co.
Well use: Monitoring well/observation/piezometer
Comple dat: 27-Nov-1995
Status: CONSTRUCTED Other id: MW 7
Dwr number: Not Reported
Directions: 5' W OF 5325 NORWOOD
Well depth: 15 Elev: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 10 Est yield: Not Reported
Driller: Max's Enterprise

C34
SW
1/4 - 1/2 Mile
Higher
KS WELLS **KS6000000172920**

Well id: 104842 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NE SW SE
Longitude: -94.61748 Latitude: 39.03226
Long lat t: From PLSS Owner: Amoco Oil Co.
Well use: Monitoring well/observation/piezometer
Comple dat: 27-Nov-1995
Status: CONSTRUCTED Other id: MW 6
Dwr number: Not Reported
Directions: 5' E OF 2814 SHAWNEE MISSION
Well depth: 20 Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: Max's Enterprise

C35
SW
1/4 - 1/2 Mile
Higher
KS WELLS **KS6000000172922**

Well id: 109288 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NESWSE
Longitude: -94.61748 Latitude: 39.03226
Long lat t: From PLSS Owner: Amoco Oil Co.
Well use: Monitoring well/observation/piezometer
Comple dat: 10-Jul-1996
Status: CONSTRUCTED Other id: MW 9
Dwr number: Not Reported
Directions: 5311 NORWOOD, FAIRWAY
Well depth: 20 Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: Max's Enterprise

C36
SW
1/4 - 1/2 Mile
Higher
KS WELLS **KS6000000172924**

Well id: 109455 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NE SW SE
Longitude: -94.61748 Latitude: 39.03226
Long lat t: From PLSS Owner: Amoco Oil Co.
Well use: Monitoring well/observation/piezometer
Comple dat: 14-Apr-1996
Status: PLUGGED Other id: OW 2
Dwr number: Not Reported
Directions: 2828 SHAWNEE MISSION PARKWAY
Well depth: 19.25 Elev: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 7.45 Est yield: Not Reported
Driller: Max's Enterprise

C37
SW
1/4 - 1/2 Mile
Higher
KS WELLS **KS6000000172923**

Well id: 109289 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NE SW SE
Longitude: -94.61748 Latitude: 39.03226
Long lat t: From PLSS Owner: Amoco Oil Co.
Well use: Monitoring well/observation/piezometer
Comple dat: 10-Jul-1996
Status: CONSTRUCTED Other id: Not Reported
Dwr number: Not Reported
Directions: 5301 NORWOOD, FAIRWAY
Well depth: 20 Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: Max's Enterprise

C38
SW
1/4 - 1/2 Mile
Higher
KS WELLS **KS6000000172916**

Well id: 104503 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NE SW SE
Longitude: -94.61748 Latitude: 39.03226
Long lat t: From PLSS Owner: Amoco Oil Co.
Well use: Monitoring well/observation/piezometer
Comple dat: 26-Nov-1995
Status: CONSTRUCTED Other id: MW 2
Dwr number: Not Reported
Directions: AT 5310 NORWOOD
Well depth: 22 Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: Max's Enterprise

C39
SW
1/4 - 1/2 Mile
Higher
KS WELLS **KS6000000172915**

Well id: 104481 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NE SW SE
Longitude: -94.61748 Latitude: 39.03226
Long lat t: From PLSS Owner: Amoco Oil Co.
Well use: Monitoring well/observation/piezometer
Comple dat: 29-Nov-1995
Status: PLUGGED Other id: OW 14
Dwr number: Not Reported
Directions: 5 W OF 5321 NORWOOD
Well depth: 15 Elev: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: Not Reported Est yield: Not Reported
 Driller: Max's Enterprise

C40
SW
 1/4 - 1/2 Mile
 Higher **KS WELLS KS6000000172917**

Well id:	104505	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	AMOCOC
Well use:	Monitoring well/observation/piezometer		
Comple dat:	26-Nov-1995		
Status:	CONSTRUCTED	Other id:	MW 3
Dwr number:	Not Reported		
Directions:	5301 NORWOOD		
Well depth:	23	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Max's Enterprise		

C41
SW
 1/4 - 1/2 Mile
 Higher **KS WELLS KS6000000172919**

Well id:	104507	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	27-Nov-1995		
Status:	CONSTRUCTED	Other id:	MW 5
Dwr number:	Not Reported		
Directions:	5 W OF 5321 NORWOOD		
Well depth:	20	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Max's Enterprise		

C42
SW
 1/4 - 1/2 Mile
 Higher **KS WELLS KS6000000172918**

Well id:	104506	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	28-Nov-1995		
Status:	CONSTRUCTED	Other id:	MW 4
Dwr number:	Not Reported		
Directions:	5 E OF 5310 NORWOOD		
Well depth:	20	Elev:	Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: Not Reported Est yield: Not Reported
Driller: Max's Enterprise

D43 **KS WELLS** **KS6000000173595**
North
1/4 - 1/2 Mile
Higher

Well id: 118495 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NE NE NE
Longitude: -94.61288 Latitude: 39.04314
Long lat t: From PLSS Owner: COUNTRY CLUB
Well use: Monitoring well/observation/piezometer
Comple dat: 09-Apr-1997
Status: CONSTRUCTED Other id: MW 7
Dwr number: Not Reported
Directions: 5400 MISSION DRIVE, MISSION HILLS
Well depth: 23 Elev: 900.5
Static dep: 12.22 Est yield: Not Reported
Driller: GeoCore Services Inc.

D44 **KS WELLS** **KS6000000173594**
North
1/4 - 1/2 Mile
Higher

Well id: 118494 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NE NE NE
Longitude: -94.61288 Latitude: 39.04314
Long lat t: From PLSS Owner: COUNTRY CLUB
Well use: Monitoring well/observation/piezometer
Comple dat: 09-Apr-1997
Status: CONSTRUCTED Other id: MW 8
Dwr number: Not Reported
Directions: 5400 MISSION DRIVE, MISSION HILLS
Well depth: 27 Elev: 890.8
Static dep: 20.59 Est yield: Not Reported
Driller: GeoCore Services Inc.

D45 **KS WELLS** **KS6000000173597**
North
1/4 - 1/2 Mile
Higher

Well id: 359641 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NE NE NE
Longitude: -94.61288 Latitude: 39.04314
Long lat t: From PLSS Owner: COUNTRY CLUB
Well use: Monitoring well/observation/piezometer
Comple dat: 03-Feb-1998
Status: PLUGGED Other id: MW 8
Dwr number: Not Reported
Directions: 5400 Mission Dr, Mission Hills
Well depth: 27 Elev: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	20.59	Est yield:	Not Reported
Driller:	GeoCore Services Inc.		

D46
North
1/4 - 1/2 Mile
Higher

KS WELLS KS6000000173596

Well id:	359640	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE NE NE
Longitude:	-94.61288	Latitude:	39.04314
Long lat t:	From PLSS	Owner:	COUNTRY CLUB
Well use:	Monitoring well/observation/piezometer		
Comple dat:	03-Feb-1998	Other id:	MW 7
Status:	PLUGGED		
Dwr number:	Not Reported		
Directions:	5400 Mission Dr, Mission Hills		
Well depth:	23	Elev:	Not Reported
Static dep:	12.22	Est yield:	Not Reported
Driller:	GeoCore Services Inc.		

D47
North
1/4 - 1/2 Mile
Higher

KS WELLS KS6000000173697

Well id:	411747	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE NE NE
Longitude:	-94.61253	Latitude:	39.04347
Long lat t:	GPS	Owner:	KDHE
Well use:	Monitoring well/observation/piezometer		
Comple dat:	14-Jan-2008	Other id:	MW 16
Status:	CONSTRUCTED		
Dwr number:	Not Reported		
Directions:	4700 Rainbow Blvd, Westwood		
Well depth:	25	Elev:	955.2
Static dep:	21.87	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

E48
NNW
1/4 - 1/2 Mile
Higher

KS WELLS KS6000000173618

Well id:	118498	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NW NE NE
Longitude:	-94.61522	Latitude:	39.04316
Long lat t:	From PLSS	Owner:	COUNTRY CLUB
Well use:	Monitoring well/observation/piezometer		
Comple dat:	08-Apr-1997	Other id:	MW 2
Status:	CONSTRUCTED		
Dwr number:	Not Reported		
Directions:	5400 MISSION DRIVE, MISSION HILLS		
Well depth:	20	Elev:	908.2

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 11.57 Est yield: Not Reported
Driller: GeoCore Services Inc.

**E49
NNW
1/4 - 1/2 Mile
Higher**

KS WELLS KS6000000173619

Well id: 118499 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NW NE NE
Longitude: -94.61522 Latitude: 39.04316
Long lat t: From PLSS Owner: COUNTRY CLUB
Well use: Monitoring well/observation/piezometer
Comple dat: 07-Apr-1997
Status: CONSTRUCTED Other id: MW 1
Dwr number: Not Reported
Directions: 5400 MISSION DRIVE, MISSION HILLS
Well depth: 15 Elev: 899.8
Static dep: 2.75 Est yield: Not Reported
Driller: GeoCore Services Inc.

**E50
NNW
1/4 - 1/2 Mile
Higher**

KS WELLS KS6000000173616

Well id: 118496 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NW NE NE
Longitude: -94.61522 Latitude: 39.04316
Long lat t: From PLSS Owner: COUNTRY CLUB
Well use: Monitoring well/observation/piezometer
Comple dat: 08-Apr-1997
Status: CONSTRUCTED Other id: MW 6
Dwr number: Not Reported
Directions: 5400 MISSION DRIVE, MISSION HILLS
Well depth: 25 Elev: 900.8
Static dep: 14.55 Est yield: Not Reported
Driller: GeoCore Services Inc.

**E51
NNW
1/4 - 1/2 Mile
Higher**

KS WELLS KS6000000173617

Well id: 118497 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NW NE NE
Longitude: -94.61522 Latitude: 39.04316
Long lat t: From PLSS Owner: COUNTRY CLUB
Well use: Monitoring well/observation/piezometer
Comple dat: 08-Apr-1997
Status: CONSTRUCTED Other id: MW 3
Dwr number: Not Reported
Directions: 5400 MISSION DRIVE, MISSION HILLS
Well depth: 15 Elev: 901.8

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 5.32 Est yield: Not Reported
Driller: GeoCore Services Inc.

**E52
NNW
1/4 - 1/2 Mile
Higher**

KS WELLS KS6000000173622

Well id: 359638 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NW NE NE
Longitude: -94.61522 Latitude: 39.04316
Long lat t: From PLSS Owner: COUNTRY CLUB
Well use: Monitoring well/observation/piezometer
Comple dat: 03-Feb-1998
Status: PLUGGED Other id: MW 3
Dwr number: Not Reported
Directions: 5400 Mission Dr, Mission Hills
Well depth: 15 Elev: Not Reported
Static dep: 5.32 Est yield: Not Reported
Driller: GeoCore Services Inc.

**E53
NNW
1/4 - 1/2 Mile
Higher**

KS WELLS KS6000000173623

Well id: 359639 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NW NE NE
Longitude: -94.61522 Latitude: 39.04316
Long lat t: From PLSS Owner: COUNTRY CLUB
Well use: Monitoring well/observation/piezometer
Comple dat: 03-Feb-1998
Status: PLUGGED Other id: MW 6
Dwr number: Not Reported
Directions: 5400 Mission Dr, Mission Hills
Well depth: 25 Elev: Not Reported
Static dep: 14.55 Est yield: Not Reported
Driller: GeoCore Services Inc.

**E54
NNW
1/4 - 1/2 Mile
Higher**

KS WELLS KS6000000173620

Well id: 359636 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NW NE NE
Longitude: -94.61522 Latitude: 39.04316
Long lat t: From PLSS Owner: COUNTRY CLUB
Well use: Monitoring well/observation/piezometer
Comple dat: 03-Feb-1998
Status: PLUGGED Other id: MW 1
Dwr number: Not Reported
Directions: 5400 Mission Drive, Mission Hills
Well depth: 15 Elev: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 2.75 Est yield: Not Reported
Driller: GeoCore Services Inc.

**E55
NNW
1/4 - 1/2 Mile
Higher** **KS WELLS** **KS6000000173621**

Well id: 359637 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NW NE NE
Longitude: -94.61522 Latitude: 39.04316
Long lat t: From PLSS Owner: COUNTRY CLUB
Well use: Monitoring well/observation/piezometer
Comple dat: 03-Feb-1998
Status: PLUGGED Other id: MW 2
Dwr number: Not Reported
Directions: 5400 Mission Dr, Mission Hills
Well depth: 15 Elev: Not Reported
Static dep: 11.57 Est yield: Not Reported
Driller: GeoCore Services Inc.

**F56
SW
1/2 - 1 Mile
Higher** **KS WELLS** **KS6000000172935**

Well id: 30764 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NW SW SE
Longitude: -94.6198 Latitude: 39.03228
Long lat t: From PLSS Owner: 3414 Shawnee Mission Parkway,
Well use: Monitoring well/observation/piezometer
Comple dat: 27-May-1994
Status: CONSTRUCTED Other id: MW 4
Dwr number: Not Reported
Directions: 3414 Shawnee Mission Parkway, Fairway
Well depth: 13 Elev: Not Reported
Static dep: 13 Est yield: Not Reported
Driller: Terracon, Inc.

**F57
SW
1/2 - 1 Mile
Higher** **KS WELLS** **KS6000000172934**

Well id: 30763 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NW SW SE
Longitude: -94.6198 Latitude: 39.03228
Long lat t: From PLSS Owner: 3414 Shawnee Mission Parkway,
Well use: Monitoring well/observation/piezometer
Comple dat: 27-May-1994
Status: CONSTRUCTED Other id: MW 10
Dwr number: Not Reported
Directions: 3414 Shawnee Mission Parkway, Fairway
Well depth: 7 Elev: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 7 Est yield: Not Reported
Driller: Terracon, Inc.

F58
SW
1/2 - 1 Mile
Higher

KS WELLS KS6000000172933

Well id: 30748 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NW SW SE
Longitude: -94.6198 Latitude: 39.03228
Long lat t: From PLSS Owner: 3414 Shawnee Mission Parkway,
Well use: Monitoring well/observation/piezometer
Comple dat: 26-May-1994
Status: CONSTRUCTED Other id: MW 1
Dwr number: Not Reported
Directions: 3414 Shawnee Mission Parkway, Fairway
Well depth: 9 Elev: Not Reported
Static dep: 5 Est yield: Not Reported
Driller: Terracon, Inc.

F59
SW
1/2 - 1 Mile
Higher

KS WELLS KS6000000172938

Well id: 30767 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NW SW SE
Longitude: -94.6198 Latitude: 39.03228
Long lat t: From PLSS Owner: 3414 Shawnee Mission Parkway,
Well use: Monitoring well/observation/piezometer
Comple dat: 26-May-1994
Status: CONSTRUCTED Other id: MW 2
Dwr number: Not Reported
Directions: 3414 Shawnee Mission Parkway, Fairway
Well depth: 9 Elev: Not Reported
Static dep: 6 Est yield: Not Reported
Driller: Terracon, Inc.

F60
SW
1/2 - 1 Mile
Higher

KS WELLS KS6000000172937

Well id: 30766 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NW SW SE
Longitude: -94.6198 Latitude: 39.03228
Long lat t: From PLSS Owner: 3414 Shawnee Mission Parkway,
Well use: Monitoring well/observation/piezometer
Comple dat: 26-May-1994
Status: CONSTRUCTED Other id: MW 3
Dwr number: Not Reported
Directions: 3414 Shawnee Mission Parkway, Fairway
Well depth: 9.2 Elev: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 9.2 Est yield: Not Reported
Driller: Terracon, Inc.

**F61
SW
1/2 - 1 Mile
Higher**

KS WELLS KS6000000172936

Well id: 30765 County: Johnson
Township: 12 Twn dir: S
Range: 25 Range dir: E
Section: 3 Spot: NW SW SE
Longitude: -94.6198 Latitude: 39.03228
Long lat t: From PLSS Owner: 3414 Shawnee Mission Parkway,
Well use: Monitoring well/observation/piezometer
Comple dat: 26-May-1994
Status: CONSTRUCTED Other id: MW 6
Dwr number: Not Reported
Directions: 3414 Shawnee Mission Parkway, Fairway
Well depth: 13 Elev: Not Reported
Static dep: 13 Est yield: Not Reported
Driller: Terracon, Inc.

**G62
North
1/2 - 1 Mile
Higher**

KS WELLS KS6000000173720

Well id: 408886 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SE SE SE
Longitude: -94.61203 Latitude: 39.04408
Long lat t: GPS Owner: Kansas Dept. of Health and Env
Well use: Monitoring well/observation/piezometer
Comple dat: 23-Jul-2007
Status: CONSTRUCTED Other id: MW 7
Dwr number: Not Reported
Directions: 4700 Rainbow Blvd, Westwood
Well depth: 25 Elev: 948.0
Static dep: 9.99 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

**D63
North
1/2 - 1 Mile
Higher**

KS WELLS KS6000000173730

Well id: 411723 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 35 Spot: SE SE SW
Longitude: -94.61258 Latitude: 39.04417
Long lat t: GPS Owner: KDHE
Well use: Monitoring well/observation/piezometer
Comple dat: 14-Jan-2008
Status: CONSTRUCTED Other id: MW 15
Dwr number: Not Reported
Directions: 4604 Rainbow Blvd, Kansas City
Well depth: 15 Elev: 945.4

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 8.55 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

G64
North
1/2 - 1 Mile
Higher

KS WELLS KS6000000173759

Well id: 408885 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 35 Spot: SE SE SW
Longitude: -94.61203 Latitude: 39.04447
Long lat t: GPS Owner: Kansas Dept. of Health and Env
Well use: Monitoring well/observation/piezometer
Comple dat: 23-Jul-2007
Status: CONSTRUCTED Other id: MW 8
Dwr number: Not Reported
Directions: 4604 Rainbow Blvd, Kansas City
Well depth: 25 Elev: 942.3
Static dep: 13.26 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

G65
North
1/2 - 1 Mile
Higher

KS WELLS KS6000000173764

Well id: 402433 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 35 Spot: SW SW SE
Longitude: -94.61175 Latitude: 39.044583
Long lat t: GPS Owner: KDHE-BER
Well use: Monitoring well/observation/piezometer
Comple dat: 18-Dec-2006
Status: CONSTRUCTED Other id: MW 4
Dwr number: 376110
Directions: 4601 Rainbow Blvd, Kansas City
Well depth: 33 Elev: 939.9
Static dep: 13.5 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

G66
North
1/2 - 1 Mile
Higher

KS WELLS KS6000000173769

Well id: 402431 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 35 Spot: SW SW SE
Longitude: -94.611444 Latitude: 39.044611
Long lat t: GPS Owner: KDHE-BER
Well use: Monitoring well/observation/piezometer
Comple dat: 18-Dec-2006
Status: CONSTRUCTED Other id: MW 2
Dwr number: 376127
Directions: 4519 Rainbow Blvd, Kansas City
Well depth: 19 Elev: 933.9

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 8.91 Est yield: Not Reported
 Driller: Larsen and Associates, Inc.

**G67
 North
 1/2 - 1 Mile
 Higher**

KS WELLS KS6000000173776

Well id: 402435 County: Wyandot
 Township: 11 Twn dir: S
 Range: 25 Range dir: E
 Section: 35 Spot: SW SW SE
 Longitude: -94.611556 Latitude: 39.044694
 Long lat t: GPS Owner: KDHE-BER
 Well use: Monitoring well/observation/piezometer
 Comple dat: 18-Dec-2006
 Status: CONSTRUCTED Other id: MW 6
 Dwr number: 376134
 Directions: 4527 Rainbow Blvd, Kansas City
 Well depth: 19 Elev: 933.6
 Static dep: 8.15 Est yield: Not Reported
 Driller: Larsen and Associates, Inc.

**H68
 North
 1/2 - 1 Mile
 Lower**

KS WELLS KS6000000173768

Well id: 408884 County: Wyandot
 Township: 11 Twn dir: S
 Range: 25 Range dir: E
 Section: 35 Spot: SW SW SE
 Longitude: -94.61042 Latitude: 39.04461
 Long lat t: GPS Owner: Kansas Dept. of Health and Env
 Well use: Monitoring well/observation/piezometer
 Comple dat: 23-Jul-2007
 Status: CONSTRUCTED Other id: MW 14
 Dwr number: Not Reported
 Directions: 4700 Rainbow Blvd, Westwood
 Well depth: 20 Elev: 925.8
 Static dep: 5.21 Est yield: Not Reported
 Driller: Larsen and Associates, Inc.

**G69
 North
 1/2 - 1 Mile
 Higher**

KS WELLS KS6000000173787

Well id: 408877 County: Wyandot
 Township: 11 Twn dir: S
 Range: 25 Range dir: E
 Section: 35 Spot: SW SW SE
 Longitude: -94.61175 Latitude: 39.04492
 Long lat t: GPS Owner: Kansas Dept. of Health and Env
 Well use: Monitoring well/observation/piezometer
 Comple dat: 24-Jul-2007
 Status: CONSTRUCTED Other id: MW 9
 Dwr number: Not Reported
 Directions: 4524 Rainbow Blvd, Kansas City
 Well depth: 33.5 Elev: 939.5

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 14.12 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

G70
North
1/2 - 1 Mile
Higher

KS WELLS KS6000000173854

Well id: 402430 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 35 Spot: SW SW SE
Longitude: -94.611694 Latitude: 39.045028
Long lat t: GPS Owner: KDHE-BER
Well use: Monitoring well/observation/piezometer
Comple dat: 19-Dec-2006
Status: CONSTRUCTED Other id: MW 1
Dwr number: 376158
Directions: 4519 Rainbow Blvd, Kansas City
Well depth: 20 Elev: 938.6
Static dep: 13.65 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

H71
North
1/2 - 1 Mile
Lower

KS WELLS KS6000000173843

Well id: 402432 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 35 Spot: SW SW SE
Longitude: -94.610972 Latitude: 39.045
Long lat t: GPS Owner: KDHE-BER
Well use: Monitoring well/observation/piezometer
Comple dat: 19-Dec-2006
Status: CONSTRUCTED Other id: MW 3
Dwr number: 376141
Directions: 4522 Francis St, Kansas City
Well depth: 20 Elev: 922.8
Static dep: 3.8 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

G72
North
1/2 - 1 Mile
Higher

KS WELLS KS6000000173856

Well id: 408878 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 35 Spot: SW SW SE
Longitude: -94.61175 Latitude: 39.04508
Long lat t: GPS Owner: Kansas Dept. of Health and Env
Well use: Monitoring well/observation/piezometer
Comple dat: 24-Jul-2007
Status: CONSTRUCTED Other id: MW 10
Dwr number: Not Reported
Directions: 4519 Rainbow Blvd, Kansas City
Well depth: 20 Elev: 937.7

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 12.52 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

H73
North
1/2 - 1 Mile
Lower

KS WELLS KS6000000173859

Well id: 402434 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 35 Spot: SW SW SE
Longitude: -94.611583 Latitude: 39.045111
Long lat t: GPS Owner: KDHE-BER
Well use: Monitoring well/observation/piezometer
Comple dat: 19-Dec-2006
Status: CONSTRUCTED Other id: MW 5
Dwr number: 376165
Directions: 4519 Rainbow Blvd, Kansas City
Well depth: 27 Elev: 938.2
Static dep: 13.85 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

74
North
1/2 - 1 Mile
Higher

KS WELLS KS6000000173858

Well id: 411741 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 35 Spot: SE SE SW
Longitude: -94.613 Latitude: 39.04511
Long lat t: GPS Owner: KDHE
Well use: Monitoring well/observation/piezometer
Comple dat: 14-Jan-2008
Status: CONSTRUCTED Other id: MW 18
Dwr number: Not Reported
Directions: 4519 Adams St, Kansas City
Well depth: 25 Elev: 949.5
Static dep: 24.62 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

H75
North
1/2 - 1 Mile
Lower

KS WELLS KS6000000173899

Well id: 408881 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 35 Spot: SW SW SE
Longitude: -94.61083 Latitude: 39.04525
Long lat t: GPS Owner: Kansas Dept. of Health and Env
Well use: Monitoring well/observation/piezometer
Comple dat: 24-Jul-2007
Status: CONSTRUCTED Other id: MW 12
Dwr number: Not Reported
Directions: 4516 Francis, Kansas City
Well depth: 34 Elev: 912.6

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 32.84 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

H76
NNE
1/2 - 1 Mile
Lower

KS WELLS KS6000000173860

Well id: 408882 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 35 Spot: SW SW SE
Longitude: -94.60964 Latitude: 39.04514
Long lat t: GPS Owner: Kansas Dept. of Health and Env
Well use: Monitoring well/observation/piezometer
Comple dat: 24-Jul-2007
Status: CONSTRUCTED Other id: MW 13
Dwr number: Not Reported
Directions: 4700 Rainbow Blvd, Westwood
Well depth: 33 Elev: 904.6
Static dep: 30.9 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

I77
North
1/2 - 1 Mile
Lower

KS WELLS KS6000000173910

Well id: 408880 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 35 Spot: SW SW SE
Longitude: -94.61156 Latitude: 39.04544
Long lat t: GPS Owner: Kansas Dept. of Health and Env
Well use: Monitoring well/observation/piezometer
Comple dat: 24-Jul-2007
Status: CONSTRUCTED Other id: MW 11
Dwr number: Not Reported
Directions: 4519 Rainbow Blvd, Kansas City
Well depth: 25 Elev: 926.5
Static dep: 7.59 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

I78
North
1/2 - 1 Mile
Lower

KS WELLS KS6000000173926

Well id: 411745 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 35 Spot: SW SW SE
Longitude: -94.61081 Latitude: 39.04564
Long lat t: GPS Owner: KDHE
Well use: Monitoring well/observation/piezometer
Comple dat: 15-Jan-2008
Status: CONSTRUCTED Other id: MW 23
Dwr number: Not Reported
Directions: 4508 Frances St, Kansas City
Well depth: 25 Elev: 914.7

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 8.67 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

J79
North
1/2 - 1 Mile
Lower

KS WELLS KS6000000173949

Well id: 411744 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 35 Spot: NW SW SE
Longitude: -94.60978 Latitude: 39.04589
Long lat t: GPS Owner: KDHE
Well use: Monitoring well/observation/piezometer
Comple dat: 15-Jan-2008
Status: CONSTRUCTED Other id: MW 22
Dwr number: Not Reported
Directions: 4506 Eaton St, Kansas City
Well depth: 35 Elev: 931.4
Static dep: 18.16 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

K80
NW
1/2 - 1 Mile
Higher

KS WELLS KS6000000173739

Well id: 414748 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SW SW SE
Longitude: -94.6202 Latitude: 39.0442
Long lat t: GPS Owner: KDHE (Carriage and Motor Works)
Well use: Monitoring well/observation/piezometer
Comple dat: 28-Apr-2008
Status: CONSTRUCTED Other id: MW 13
Dwr number: Not Reported
Directions: 3002 W 47th St, Kansas City
Well depth: 22.25 Elev: Not Reported
Static dep: 5.31 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

J81
North
1/2 - 1 Mile
Lower

KS WELLS KS6000000173984

Well id: 411743 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 35 Spot: NW SW SE
Longitude: -94.61044 Latitude: 39.04636
Long lat t: GPS Owner: KDHE
Well use: Monitoring well/observation/piezometer
Comple dat: 15-Jan-2008
Status: CONSTRUCTED Other id: MW 21
Dwr number: Not Reported
Directions: 4501 Francis St, Kansas City
Well depth: 38 Elev: 938.5

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 22.29 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

K82
NW
1/2 - 1 Mile
Higher

KS WELLS KS6000000173751

Well id: 414746 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SW SW SE
Longitude: -94.62 Latitude: 39.0444
Long lat t: GPS Owner: KDHE (Carriage and Motor Works)
Well use: Monitoring well/observation/piezometer
Comple dat: 02-May-2008
Status: CONSTRUCTED Other id: MW 12
Dwr number: Not Reported
Directions: 3002 W 47th St, Kansas City
Well depth: 18.3 Elev: Not Reported
Static dep: 17.61 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

K83
NW
1/2 - 1 Mile
Higher

KS WELLS KS6000000173752

Well id: 414747 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SW SW SE
Longitude: -94.62 Latitude: 39.0444
Long lat t: GPS Owner: KDHE (Carriage and Motor Works)
Well use: Monitoring well/observation/piezometer
Comple dat: 02-May-2008
Status: CONSTRUCTED Other id: MW 12
Dwr number: Not Reported
Directions: 3002 W 47th St, Kansas City
Well depth: 18.3 Elev: Not Reported
Static dep: 17.61 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

K84
NW
1/2 - 1 Mile
Higher

KS WELLS KS6000000173760

Well id: 414749 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SW SW SE
Longitude: -94.6205 Latitude: 39.0445
Long lat t: GPS Owner: KDHE (Carriage and Motor Works)
Well use: Monitoring well/observation/piezometer
Comple dat: 28-Apr-2008
Status: CONSTRUCTED Other id: MW 14
Dwr number: Not Reported
Directions: 3002 W 47th St, Kansas City
Well depth: 20 Elev: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 3.4 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

K85
NW
1/2 - 1 Mile
Higher

KS WELLS KS6000000173825

Well id: 424331 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SW SW SE
Longitude: -94.619889 Latitude: 39.04499
Long lat t: From PLSS Owner: Schliecher, Richard
Well use: Monitoring well/observation/piezometer
Comple dat: 18-Dec-2008
Status: PLUGGED Other id: MW 9
Dwr number: Not Reported
Directions: 500 County Line Rd, Kansas City
Well depth: 24.95 Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: Larsen and Associates, Inc.

K86
NW
1/2 - 1 Mile
Higher

KS WELLS KS6000000173826

Well id: 424332 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SW SW SE
Longitude: -94.619889 Latitude: 39.04499
Long lat t: From PLSS Owner: Schliecher, Richard
Well use: Monitoring well/observation/piezometer
Comple dat: 18-Dec-2008
Status: PLUGGED Other id: MW 10
Dwr number: Not Reported
Directions: 500 County Line Rd, Kansas City
Well depth: 24.3 Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: Larsen and Associates, Inc.

K87
NW
1/2 - 1 Mile
Higher

KS WELLS KS6000000173823

Well id: 424329 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SW SW SE
Longitude: -94.619889 Latitude: 39.04499
Long lat t: From PLSS Owner: Schliecher, Richard
Well use: Monitoring well/observation/piezometer
Comple dat: 18-Dec-2008
Status: PLUGGED Other id: MW 6
Dwr number: Not Reported
Directions: 500 County Line Rd, Kansas City
Well depth: 30.35 Elev: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: Not Reported Est yield: Not Reported
Driller: Larsen and Associates, Inc.

K88
NW
1/2 - 1 Mile
Higher

KS WELLS KS6000000173824

Well id:	424330	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SW SW SE
Longitude:	-94.619889	Latitude:	39.04499
Long lat t:	From PLSS	Owner:	Schliecher, Richard
Well use:	Monitoring well/observation/piezometer		
Comple dat:	18-Dec-2008		
Status:	PLUGGED	Other id:	MW 8
Dwr number:	Not Reported		
Directions:	500 County Line Rd, Kansas City		
Well depth:	30.4	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

K89
NW
1/2 - 1 Mile
Higher

KS WELLS KS6000000173827

Well id:	424333	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SW SW SE
Longitude:	-94.619889	Latitude:	39.04499
Long lat t:	From PLSS	Owner:	Schliecher, Richard
Well use:	Monitoring well/observation/piezometer		
Comple dat:	18-Dec-2008		
Status:	PLUGGED	Other id:	MW 11
Dwr number:	Not Reported		
Directions:	500 County Line Rd, Kansas City		
Well depth:	24.7	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

K90
NW
1/2 - 1 Mile
Higher

KS WELLS KS6000000173830

Well id:	424336	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SW SW SE
Longitude:	-94.619889	Latitude:	39.04499
Long lat t:	From PLSS	Owner:	KDHE (Carriage and Motor Works
Well use:	Monitoring well/observation/piezometer		
Comple dat:	18-Dec-2008		
Status:	PLUGGED	Other id:	MW 13
Dwr number:	Not Reported		
Directions:	3002 W 47th, Kansas City		
Well depth:	22.2	Elev:	Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: Not Reported Est yield: Not Reported
Driller: Larsen and Associates, Inc.

K91
NW
1/2 - 1 Mile
Higher
KS WELLS KS6000000173831

Well id: 424337 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SW SW SE
Longitude: -94.619889 Latitude: 39.04499
Long lat t: From PLSS Owner: KDHE (Carriage and Motor Works)
Well use: Monitoring well/observation/piezometer
Comple dat: 18-Dec-2008
Status: PLUGGED Other id: MW 14
Dwr number: Not Reported
Directions: 3002 W 47th, Kansas City
Well depth: 19.95 Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: Larsen and Associates, Inc.

K92
NW
1/2 - 1 Mile
Higher
KS WELLS KS6000000173828

Well id: 424334 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SW SW SE
Longitude: -94.619889 Latitude: 39.04499
Long lat t: From PLSS Owner: KDHE (Carriage and Motor Works)
Well use: Monitoring well/observation/piezometer
Comple dat: 18-Dec-2008
Status: PLUGGED Other id: MW 11
Dwr number: Not Reported
Directions: 3002 W 47th, Kansas City
Well depth: 24.7 Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: Larsen and Associates, Inc.

K93
NW
1/2 - 1 Mile
Higher
KS WELLS KS6000000173829

Well id: 424335 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SW SW SE
Longitude: -94.619889 Latitude: 39.04499
Long lat t: From PLSS Owner: KDHE (Carriage and Motor Works)
Well use: Monitoring well/observation/piezometer
Comple dat: 18-Dec-2008
Status: PLUGGED Other id: MW 12
Dwr number: Not Reported
Directions: 3002 W 47th, Kansas City
Well depth: 18.35 Elev: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: Not Reported Est yield: Not Reported
 Driller: Larsen and Associates, Inc.

K94
NW
1/2 - 1 Mile
Higher **KS WELLS KS6000000173819**

Well id:	345129	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SW SW SE
Longitude:	-94.6199	Latitude:	39.04499
Long lat t:	From PLSS	Owner:	Block and Company
Well use:	Monitoring well/observation/piezometer		
Comple dat:	17-Dec-2003		
Status:	CONSTRUCTED	Other id:	Not Reported
Dwr number:	Not Reported		
Directions:	Fairway North Shopping Center, 2850-2900 W 47th, Kansas City		
Well depth:	15	Elev:	Not Reported
Static dep:	7.67	Est yield:	Not Reported
Driller:	JB Environmental Service and Supply		

K95
NW
1/2 - 1 Mile
Higher **KS WELLS KS6000000173818**

Well id:	345128	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SW SW SE
Longitude:	-94.6199	Latitude:	39.04499
Long lat t:	From PLSS	Owner:	Block and Company
Well use:	Monitoring well/observation/piezometer		
Comple dat:	17-Dec-2003		
Status:	CONSTRUCTED	Other id:	Not Reported
Dwr number:	Not Reported		
Directions:	Fairway North Shopping Center, 2850-2900 W 47th, Kansas City		
Well depth:	15	Elev:	Not Reported
Static dep:	4.06	Est yield:	Not Reported
Driller:	JB Environmental Service and Supply		

K96
NW
1/2 - 1 Mile
Higher **KS WELLS KS6000000173820**

Well id:	345130	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SW SW SE
Longitude:	-94.6199	Latitude:	39.04499
Long lat t:	From PLSS	Owner:	Block and Company
Well use:	Monitoring well/observation/piezometer		
Comple dat:	17-Dec-2003		
Status:	CONSTRUCTED	Other id:	Not Reported
Dwr number:	Not Reported		
Directions:	Fairway North Shopping Center, 2850-2900 W 47th, Kansas City		
Well depth:	15.6	Elev:	Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 5.27 Est yield: Not Reported
Driller: JB Environmental Service and Supply

K97
NW
1/2 - 1 Mile
Higher

KS WELLS KS6000000173822

Well id: 345132 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SW SW SE
Longitude: -94.6199 Latitude: 39.04499
Long lat t: From PLSS Owner: Block and Company
Well use: Monitoring well/observation/piezometer
Comple dat: 17-Dec-2003
Status: CONSTRUCTED Other id: Not Reported
Dwr number: Not Reported
Directions: Fairway North Shopping Center, 2850-2900 W 47th, Kansas City
Well depth: 15 Elev: Not Reported
Static dep: 4.95 Est yield: Not Reported
Driller: JB Environmental Service and Supply

K98
NW
1/2 - 1 Mile
Higher

KS WELLS KS6000000173821

Well id: 345131 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SW SW SE
Longitude: -94.6199 Latitude: 39.04499
Long lat t: From PLSS Owner: Block and Company
Well use: Monitoring well/observation/piezometer
Comple dat: 17-Dec-2003
Status: CONSTRUCTED Other id: Not Reported
Dwr number: Not Reported
Directions: Fairway North Shopping Center, 2850-2900 W 47th, Kansas City
Well depth: 15.6 Elev: Not Reported
Static dep: 3.82 Est yield: Not Reported
Driller: JB Environmental Service and Supply

99
North
1/2 - 1 Mile
Lower

KS WELLS KS6000000174050

Well id: 411742 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 35 Spot: NW SW SE
Longitude: -94.6115 Latitude: 39.04692
Long lat t: GPS Owner: KDHE
Well use: Monitoring well/observation/piezometer
Comple dat: 14-Jan-2008
Status: CONSTRUCTED Other id: MW 20
Dwr number: Not Reported
Directions: 4463 Rainbow Blvd, Kansas City
Well depth: 25 Elev: 927.5

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 10.8 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

**K100
NW
1/2 - 1 Mile
Higher**

KS WELLS KS6000000173756

Well id: 411722 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SW SW SE
Longitude: -94.62108 Latitude: 39.04442
Long lat t: GPS Owner: KDHE
Well use: Monitoring well/observation/piezometer
Comple dat: 10-Jan-2008
Status: CONSTRUCTED Other id: MW 11
Dwr number: Not Reported
Directions: 3002 W 47th St, Kansas City
Well depth: 25 Elev: 987.0
Static dep: 19.38 Est yield: Not Reported
Driller: Larsen and Associates, Inc.

**L101
NW
1/2 - 1 Mile
Higher**

KS WELLS KS6000000173767

Well id: 416809 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SE SE SW
Longitude: -94.62183 Latitude: 39.04459
Long lat t: GPS Owner: Schleicher, Richard
Well use: Monitoring well/observation/piezometer
Comple dat: 19-Feb-2008
Status: CONSTRUCTED Other id: MW 11
Dwr number: Not Reported
Directions: 4628 Mission Rd, Kansas City
Well depth: 36 Elev: 988.6
Static dep: Not Reported Est yield: Not Reported
Driller: Deffenbaugh Field Services

**L102
NW
1/2 - 1 Mile
Higher**

KS WELLS KS6000000173836

Well id: 116946 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SESESW
Longitude: -94.62222 Latitude: 39.045
Long lat t: From PLSS Owner: RIVERA STATION
Well use: Monitoring well/observation/piezometer
Comple dat: 18-Sep-1997
Status: CONSTRUCTED Other id: Not Reported
Dwr number: Not Reported
Directions: 4612 MISSION ROAD, KANSAS CITY
Well depth: 38 Elev: 991.6

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 30.81 Est yield: Not Reported
Driller: GeoCore Services Inc.

L103
NW
1/2 - 1 Mile
Higher
KS WELLS **KS6000000173837**

Well id: 116947 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SESESW
Longitude: -94.62222 Latitude: 39.045
Long lat t: From PLSS Owner: RIVERA STATION
Well use: Monitoring well/observation/piezometer
Comple dat: 18-Sep-1997
Status: CONSTRUCTED Other id: Not Reported
Dwr number: Not Reported
Directions: 4612 MISSION ROAD, KANSAS CITY
Well depth: 25 Elev: 986.7
Static dep: 0 Est yield: Not Reported
Driller: GeoCore Services Inc.

L104
NW
1/2 - 1 Mile
Higher
KS WELLS **KS6000000173835**

Well id: 115905 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SESESW
Longitude: -94.62222 Latitude: 39.045
Long lat t: From PLSS Owner: RIVERA STATION
Well use: Monitoring well/observation/piezometer
Comple dat: 16-Sep-1997
Status: CONSTRUCTED Other id: Not Reported
Dwr number: Not Reported
Directions: 4612 MISSION ROAD, KANSAS CITY
Well depth: 13 Elev: 991.1
Static dep: 4.83 Est yield: Not Reported
Driller: GeoCore Services Inc.

L105
NW
1/2 - 1 Mile
Higher
KS WELLS **KS6000000173833**

Well id: 115903 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SESESW
Longitude: -94.62222 Latitude: 39.045
Long lat t: From PLSS Owner: RIVERA STATION
Well use: Monitoring well/observation/piezometer
Comple dat: 17-Sep-1997
Status: CONSTRUCTED Other id: Not Reported
Dwr number: Not Reported
Directions: 4612 MISSION ROAD, KANSAS CITY
Well depth: 32 Elev: 991.2

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 29.73 Est yield: Not Reported
 Driller: GeoCore Services Inc.

L106
NW
1/2 - 1 Mile
Higher **KS WELLS** **KS6000000173834**

Well id:	115904	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SESESW
Longitude:	-94.62222	Latitude:	39.045
Long lat t:	From PLSS	Owner:	RIVERA STATION
Well use:	Monitoring well/observation/piezometer		
Comple dat:	17-Sep-1997		
Status:	CONSTRUCTED	Other id:	Not Reported
Dwr number:	Not Reported		
Directions:	4612 MISSION ROAD, KANSAS CITY		
Well depth:	31	Elev:	990.9
Static dep:	0	Est yield:	Not Reported
Driller:	GeoCore Services Inc.		

L107
NW
1/2 - 1 Mile
Higher **KS WELLS** **KS6000000173841**

Well id:	369195	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SE SW
Longitude:	-94.62222	Latitude:	39.045
Long lat t:	From PLSS	Owner:	Rivera Station
Well use:	Monitoring well/observation/piezometer		
Comple dat:	28-Apr-2005		
Status:	CONSTRUCTED	Other id:	MW 1R
Dwr number:	Not Reported		
Directions:	4612 Mission Rd, Kansas City		
Well depth:	14	Elev:	Not Reported
Static dep:	4.34	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

L108
NW
1/2 - 1 Mile
Higher **KS WELLS** **KS6000000173842**

Well id:	369196	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SE SW
Longitude:	-94.62222	Latitude:	39.045
Long lat t:	From PLSS	Owner:	Rivera Station
Well use:	Monitoring well/observation/piezometer		
Comple dat:	28-Apr-2005		
Status:	PLUGGED	Other id:	MW 7
Dwr number:	Not Reported		
Directions:	4612 Mission Rd, Kansas City		
Well depth:	23.73	Elev:	Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

L109
NW
1/2 - 1 Mile
Higher

KS WELLS KS6000000173840

Well id:	327976	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SE SW
Longitude:	-94.62222	Latitude:	39.045
Long lat t:	From PLSS	Owner:	Rivera Station
Well use:	Monitoring well/observation/piezometer		
Comple dat:	09-Jul-2002	Other id:	MW 10
Status:	PLUGGED		
Dwr number:	Not Reported		
Directions:	4612 Mission Rd, Kansas City		
Well depth:	38	Elev:	Not Reported
Static dep:	30.03	Est yield:	Not Reported
Driller:	Associated Environmental, Inc.		

L110
NW
1/2 - 1 Mile
Higher

KS WELLS KS6000000173838

Well id:	116948	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SESESW
Longitude:	-94.62222	Latitude:	39.045
Long lat t:	From PLSS	Owner:	RIVERA STATION
Well use:	Monitoring well/observation/piezometer		
Comple dat:	18-Sep-1997	Other id:	Not Reported
Status:	CONSTRUCTED		
Dwr number:	Not Reported		
Directions:	461 MISSION ROAD, KANSAS CITY		
Well depth:	27	Elev:	986.7
Static dep:	0	Est yield:	Not Reported
Driller:	GeoCore Services Inc.		

L111
NW
1/2 - 1 Mile
Higher

KS WELLS KS6000000173839

Well id:	327975	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SE SW
Longitude:	-94.62222	Latitude:	39.045
Long lat t:	From PLSS	Owner:	Rivera Station
Well use:	Monitoring well/observation/piezometer		
Comple dat:	09-Jul-2002	Other id:	MW 1
Status:	PLUGGED		
Dwr number:	Not Reported		
Directions:	4612 Mission Rd, Kansas City		
Well depth:	13.35	Elev:	Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 4.04 Est yield: Not Reported
 Driller: Associated Environmental, Inc.

M112
WSW
 1/2 - 1 Mile
 Lower

KS WELLS KS6000000173065

Well id:	359678	County:	Johnson
Township:	12	Twtn dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	SE NW SW
Longitude:	-94.62677	Latitude:	39.03415
Long lat t:	From PLSS	Owner:	COUNTRY CLUB
Well use:	Monitoring well/observation/piezometer		
Comple dat:	09-Apr-1997	Other id:	MW 8
Status:	CONSTRUCTED		
Dwr number:	Not Reported		
Directions:	5400 Mission Drive, Mission Hills		
Well depth:	27	Elev:	890.8
Static dep:	20.59	Est yield:	Not Reported
Driller:	GeoCore Services Inc.		

M113
WSW
 1/2 - 1 Mile
 Lower

KS WELLS KS6000000173064

Well id:	359677	County:	Johnson
Township:	12	Twtn dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	SE NW SW
Longitude:	-94.62677	Latitude:	39.03415
Long lat t:	From PLSS	Owner:	COUNTRY CLUB
Well use:	Monitoring well/observation/piezometer		
Comple dat:	07-Apr-1997	Other id:	MW 1
Status:	CONSTRUCTED		
Dwr number:	Not Reported		
Directions:	5400 Mission Drive, Mission Hills		
Well depth:	15	Elev:	899.8
Static dep:	2.75	Est yield:	Not Reported
Driller:	GeoCore Services Inc.		

M114
WSW
 1/2 - 1 Mile
 Lower

KS WELLS KS6000000173066

Well id:	359679	County:	Johnson
Township:	12	Twtn dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	SE NW SW
Longitude:	-94.62677	Latitude:	39.03415
Long lat t:	From PLSS	Owner:	COUNTRY CLUB
Well use:	Monitoring well/observation/piezometer		
Comple dat:	09-Apr-1997	Other id:	MW 7
Status:	CONSTRUCTED		
Dwr number:	Not Reported		
Directions:	5400 Mission Drive, Mission Hills		
Well depth:	23	Elev:	900.5

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	12.22	Est yield:	Not Reported
Driller:	GeoCore Services Inc.		

M115
WSW
1/2 - 1 Mile
Lower **KS WELLS** **KS6000000173068**

Well id:	359681	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	SE NW SW
Longitude:	-94.62677	Latitude:	39.03415
Long lat t:	From PLSS	Owner:	COUNTRY CLUB
Well use:	Monitoring well/observation/piezometer		
Comple dat:	08-Apr-1997		
Status:	CONSTRUCTED	Other id:	MW 3
Dwr number:	Not Reported		
Directions:	5400 Mission Drive, Mission Hills		
Well depth:	15	Elev:	901.8
Static dep:	5.32	Est yield:	Not Reported
Driller:	GeoCore Services Inc.		

M116
WSW
1/2 - 1 Mile
Lower **KS WELLS** **KS6000000173067**

Well id:	359680	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	SE NW SW
Longitude:	-94.62677	Latitude:	39.03415
Long lat t:	From PLSS	Owner:	COUNTRY CLUB
Well use:	Monitoring well/observation/piezometer		
Comple dat:	08-Apr-1997		
Status:	CONSTRUCTED	Other id:	MW 6
Dwr number:	Not Reported		
Directions:	5400 Mission Drive, Mission Hills		
Well depth:	25	Elev:	900.8
Static dep:	14.55	Est yield:	Not Reported
Driller:	GeoCore Services Inc.		

N117
North
1/2 - 1 Mile
Higher **KS WELLS** **KS6000000174212**

Well id:	411704	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	NE NE SE
Longitude:	-94.61247	Latitude:	39.04994
Long lat t:	GPS	Owner:	KDHE
Well use:	Monitoring well/observation/piezometer		
Comple dat:	16-Jan-2008		
Status:	CONSTRUCTED	Other id:	MW 6
Dwr number:	Not Reported		
Directions:	2313 W 43rd, Kansas City		
Well depth:	20	Elev:	967.8

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 11.95 Est yield: Not Reported
 Driller: Larsen and Associates, Inc.

N118
North
1/2 - 1 Mile
Higher

KS WELLS KS6000000174211

Well id:	411721	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	NE NE SE
Longitude:	-94.61261	Latitude:	39.04994
Long lat t:	GPS	Owner:	KDHE
Well use:	Monitoring well/observation/piezometer		
Comple dat:	16-Jan-2008		
Status:	CONSTRUCTED	Other id:	MW 7
Dwr number:	Not Reported		
Directions:	2313 W 43rd, Kansas City		
Well depth:	20	Elev:	964.5
Static dep:	7	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

N119
North
1/2 - 1 Mile
Higher

KS WELLS KS6000000174264

Well id:	414970	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	NE NE SE
Longitude:	-94.612908	Latitude:	39.050438
Long lat t:	From PLSS	Owner:	Gates, Beverly (KDHE-BER)
Well use:	Monitoring well/observation/piezometer		
Comple dat:	12-Jun-2008		
Status:	PLUGGED	Other id:	MW 5
Dwr number:	Not Reported		
Directions:	2313 W 43rd, Kansas City		
Well depth:	14.82	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

N120
North
1/2 - 1 Mile
Higher

KS WELLS KS6000000174263

Well id:	414969	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	NE NE SE
Longitude:	-94.612908	Latitude:	39.050438
Long lat t:	From PLSS	Owner:	Gates, Beverly (KDHE-BER)
Well use:	Monitoring well/observation/piezometer		
Comple dat:	12-Jun-2008		
Status:	PLUGGED	Other id:	MW 3
Dwr number:	Not Reported		
Directions:	2313 W 43rd, Kansas City		
Well depth:	14.65	Elev:	Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: Not Reported Est yield: Not Reported
Driller: Larsen and Associates, Inc.

**N121
North
1/2 - 1 Mile
Higher**

KS WELLS KS6000000174262

Well id: 414968 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: NE NE SE
Longitude: -94.612908 Latitude: 39.050438
Long lat t: From PLSS Owner: Gates, Beverly (KDHE-BER)
Well use: Monitoring well/observation/piezometer
Comple dat: 12-Jun-2008
Status: PLUGGED Other id: MW 3
Dwr number: Not Reported
Directions: 2313 W 43rd, Kansas City
Well depth: 13.9 Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: Larsen and Associates, Inc.

**N122
North
1/2 - 1 Mile
Higher**

KS WELLS KS6000000174267

Well id: 415364 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: NE NE SE
Longitude: -94.612908 Latitude: 39.050438
Long lat t: From PLSS Owner: Gates, Beverly (KDHE BER)
Well use: Monitoring well/observation/piezometer
Comple dat: 12-Jun-2008
Status: PLUGGED Other id: MW 2
Dwr number: Not Reported
Directions: 2313 W 43rd, Kansas City
Well depth: 14 Elev: Not Reported
Static dep: Not Reported Est yield: Not Reported
Driller: Larsen and Associates, Inc.

**N123
North
1/2 - 1 Mile
Higher**

KS WELLS KS6000000174266

Well id: 414972 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: NE NE SE
Longitude: -94.612908 Latitude: 39.050438
Long lat t: From PLSS Owner: Gates, Beverly
Well use: Monitoring well/observation/piezometer
Comple dat: 12-Jun-2008
Status: PLUGGED Other id: MW 7
Dwr number: Not Reported
Directions: 2313 W 43rd, Kansas City
Well depth: 19.8 Elev: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

**N124
North
1/2 - 1 Mile
Higher**

KS WELLS KS6000000174265

Well id:	414971	County:	Wyandot
Township:	11	Twn dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	NE NE SE
Longitude:	-94.612908	Latitude:	39.050438
Long lat t:	From PLSS	Owner:	Gates, Beverly (KDHE-BER)
Well use:	Monitoring well/observation/piezometer		
Comple dat:	12-Jun-2008		
Status:	PLUGGED	Other id:	MW 6
Dwr number:	Not Reported		
Directions:	2313 W 43rd, Kansas City		
Well depth:	19.95	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

**N125
North
1/2 - 1 Mile
Higher**

KS WELLS KS6000000174270

Well id:	303753	County:	Wyandot
Township:	11	Twn dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	NE NE SE
Longitude:	-94.61292	Latitude:	39.05044
Long lat t:	From PLSS	Owner:	Gates, Beverly
Well use:	Monitoring well/observation/piezometer		
Comple dat:	24-Aug-1998		
Status:	CONSTRUCTED	Other id:	MW 2
Dwr number:	Not Reported		
Directions:	2313 W. 43rd St., Kansas City		
Well depth:	17	Elev:	Not Reported
Static dep:	13.64	Est yield:	Not Reported
Driller:	JB Environmental Drilling		

**N126
North
1/2 - 1 Mile
Higher**

KS WELLS KS6000000174269

Well id:	303752	County:	Wyandot
Township:	11	Twn dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	NE NE SE
Longitude:	-94.61292	Latitude:	39.05044
Long lat t:	From PLSS	Owner:	Gates, Beverly
Well use:	Monitoring well/observation/piezometer		
Comple dat:	24-Aug-1998		
Status:	CONSTRUCTED	Other id:	MW 3
Dwr number:	Not Reported		
Directions:	2313 W. 43rd St., Kansas City		
Well depth:	17	Elev:	Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 6.2 Est yield: Not Reported
 Driller: JB Environmental Drilling

N127
North
1/2 - 1 Mile
Higher

KS WELLS KS6000000174268

Well id:	303751	County:	Wyandot
Township:	11	TwN dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	NE NE SE
Longitude:	-94.61292	Latitude:	39.05044
Long lat t:	From PLSS	Owner:	Gates, Beverly
Well use:	Monitoring well/observation/piezometer		
Comple dat:	24-Aug-1998		
Status:	CONSTRUCTED	Other id:	MW 1
Dwr number:	Not Reported		
Directions:	2313 W. 43rd St., Kansas City		
Well depth:	26	Elev:	Not Reported
Static dep:	17.56	Est yield:	Not Reported
Driller:	JB Environmental Drilling		

N128
North
1/2 - 1 Mile
Higher

KS WELLS KS6000000174273

Well id:	353098	County:	Wyandot
Township:	11	TwN dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	NE NE SE
Longitude:	-94.61292	Latitude:	39.05044
Long lat t:	From PLSS	Owner:	Beverly Gates
Well use:	Monitoring well/observation/piezometer		
Comple dat:	06-Aug-2004		
Status:	PLUGGED	Other id:	MW 1
Dwr number:	Not Reported		
Directions:	2313 W 43rd St, Kansas City		
Well depth:	26	Elev:	Not Reported
Static dep:	17.56	Est yield:	Not Reported
Driller:	Quad State Services, Inc.		

N129
North
1/2 - 1 Mile
Higher

KS WELLS KS6000000174272

Well id:	303894	County:	Wyandot
Township:	11	TwN dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	NE NE SE
Longitude:	-94.61292	Latitude:	39.05044
Long lat t:	From PLSS	Owner:	Beverly Gates
Well use:	Monitoring well/observation/piezometer		
Comple dat:	24-Aug-1998		
Status:	CONSTRUCTED	Other id:	MW 5
Dwr number:	Not Reported		
Directions:	2313 W. 43rd St. in Kansas City, Kansas		
Well depth:	15	Elev:	Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	11.44	Est yield:	Not Reported
Driller:	JB Environmental Drilling		

**N130
North
1/2 - 1 Mile
Higher**

KS WELLS KS6000000174271

Well id:	303893	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	NE NE SE
Longitude:	-94.61292	Latitude:	39.05044
Long lat t:	From PLSS	Owner:	Beverly Gates
Well use:	Monitoring well/observation/piezometer		
Comple dat:	24-Aug-1998		
Status:	CONSTRUCTED	Other id:	MW 4
Dwr number:	Not Reported		
Directions:	2313 W. 43rd St. in Kansas City, Kansas		
Well depth:	16	Elev:	Not Reported
Static dep:	7.77	Est yield:	Not Reported
Driller:	JB Environmental Drilling		

**O131
NW
1/2 - 1 Mile
Higher**

KS WELLS KS6000000173849

Well id:	308883	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SW SW
Longitude:	-94.62688	Latitude:	39.04501
Long lat t:	From PLSS	Owner:	U-DO Convenience Store
Well use:	Monitoring well/observation/piezometer		
Comple dat:	25-Aug-1999		
Status:	CONSTRUCTED	Other id:	MW-31
Dwr number:	Not Reported		
Directions:	756 N County Line Road		
Well depth:	10	Elev:	Not Reported
Static dep:	8	Est yield:	Not Reported
Driller:	Shirley Environmental Testing LLC		

**O132
NW
1/2 - 1 Mile
Higher**

KS WELLS KS6000000173848

Well id:	308882	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SW SW
Longitude:	-94.62688	Latitude:	39.04501
Long lat t:	From PLSS	Owner:	U-DO Convenience Store
Well use:	Monitoring well/observation/piezometer		
Comple dat:	25-Aug-1999		
Status:	CONSTRUCTED	Other id:	MW 2
Dwr number:	Not Reported		
Directions:	765 N Count Line Road		
Well depth:	18	Elev:	Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 11 Est yield: Not Reported
Driller: Shirley Environmental Testing LLC

O133
NW
1/2 - 1 Mile
Higher **KS WELLS** **KS6000000173847**

Well id: 308881 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SE SW SW
Longitude: -94.62688 Latitude: 39.04501
Long lat t: From PLSS Owner: U-DO Convenience Store
Well use: Monitoring well/observation/piezometer
Comple dat: 23-Aug-1999
Status: CONSTRUCTED Other id: MW 1
Dwr number: Not Reported
Directions: 756 N County Line Road
Well depth: 18 Elev: Not Reported
Static dep: 10 Est yield: Not Reported
Driller: Shirley Environmental Testing LLC

O134
NW
1/2 - 1 Mile
Higher **KS WELLS** **KS6000000173850**

Well id: 308884 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SE SW SW
Longitude: -94.62688 Latitude: 39.04501
Long lat t: From PLSS Owner: U-DO Convenience
Well use: Monitoring well/observation/piezometer
Comple dat: 25-Aug-1999
Status: CONSTRUCTED Other id: MW 4
Dwr number: Not Reported
Directions: 756 N County Line Road
Well depth: 17 Elev: Not Reported
Static dep: 10 Est yield: Not Reported
Driller: Shirley Environmental Testing LLC

O135
NW
1/2 - 1 Mile
Higher **KS WELLS** **KS6000000173853**

Well id: 308887 County: Wyandot
Township: 11 Twn dir: S
Range: 25 Range dir: E
Section: 34 Spot: SE SW SW
Longitude: -94.62688 Latitude: 39.04501
Long lat t: From PLSS Owner: U-DO Convenience Store
Well use: Monitoring well/observation/piezometer
Comple dat: 04-Sep-1999
Status: CONSTRUCTED Other id: MW 7
Dwr number: Not Reported
Directions: 756 N County Line Road
Well depth: 20 Elev: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	9	Est yield:	Not Reported
Driller:	Shirley Environmental Testing LLC		

O136
NW
1/2 - 1 Mile
Higher

KS WELLS KS6000000173852

Well id:	308886	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SW SW
Longitude:	-94.62688	Latitude:	39.04501
Long lat t:	From PLSS	Owner:	U-DO Convenience Store
Well use:	Monitoring well/observation/piezometer		
Comple dat:	04-Oct-1999		
Status:	CONSTRUCTED	Other id:	MW 6
Dwr number:	Not Reported		
Directions:	756 N County Line Road		
Well depth:	17	Elev:	Not Reported
Static dep:	10	Est yield:	Not Reported
Driller:	Shirley Environmental Testing LLC		

O137
NW
1/2 - 1 Mile
Higher

KS WELLS KS6000000173851

Well id:	308885	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SW SW
Longitude:	-94.62688	Latitude:	39.04501
Long lat t:	From PLSS	Owner:	U-DO Convenience Store
Well use:	Monitoring well/observation/piezometer		
Comple dat:	05-Oct-1999		
Status:	CONSTRUCTED	Other id:	MW 5
Dwr number:	Not Reported		
Directions:	756N County Line Road		
Well depth:	12	Elev:	Not Reported
Static dep:	11	Est yield:	Not Reported
Driller:	Shirley Environmental Testing LLC		

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

AREA RADON INFORMATION

State Database: KS Radon

Radon Test Results

Zipcode	Avg Radon	Max Radon	Num Tests
66205	5.5	65.9	524

Federal EPA Radon Zone for JOHNSON County: 1

- Note: Zone 1 indoor average level > 4 pCi/L.
- : Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
- : Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for Zip Code: 66205

Number of sites tested: 17

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	1.500 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	3.912 pCi/L	59%	41%	0%

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Scanned Digital USGS 7.5' Topographic Map (DRG)

Source: United States Geologic Survey

A digital raster graphic (DRG) is a scanned image of a U.S. Geological Survey topographic map. The map images are made by scanning published paper maps on high-resolution scanners. The raster image is georeferenced and fit to the Universal Transverse Mercator (UTM) projection.

HYDROLOGIC INFORMATION

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

HYDROGEOLOGIC INFORMATION

AQUIFLOW^R Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Services

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Services (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Services, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED**LOCAL / REGIONAL WATER AGENCY RECORDS****FEDERAL WATER WELLS****PWS: Public Water Systems**

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS**Kansas Water Well Completion Records Database**

Source: Kansas Geological Survey

Telephone: 913-864-3965

OTHER STATE DATABASE INFORMATION**Oil and Gas Well Location Database Listing**

Source: Kansas Geological Survey

Telephone: 785-864-3965

RADON**State Database: KS Radon**

Source: Department of Health & Environment

Telephone: 785-296-1500

Kansas Indoor Radon Measurements

Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones

Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER**Airport Landing Facilities: Private and public use landing facilities**

Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

PHYSICAL SETTING SOURCE RECORDS SEARCHED

STREET AND ADDRESS INFORMATION

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APPENDIX D

HISTORIC AERIAL PHOTOGRAPHS

Westwood Christian Church

5050 Rainbow Boulevard

Mission, KS 66205

Inquiry Number: 3866250.8

February 27, 2014

The EDR Aerial Photo Decade Package



6 Armstrong Road, 4th Floor
Shelton, Connecticut 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

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Please contact EDR at 1-800-352-0050
with any questions or comments.

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Date EDR Searched Historical Sources:

Aerial Photography February 27, 2014

Target Property:

5050 Rainbow Boulevard

Mission, KS 66205

<u>Year</u>	<u>Scale</u>	<u>Details</u>	<u>Source</u>
1948	Aerial Photograph. Scale: 1"=1000'	Panel #: 39094-A5, Kansas City, MO; Flight Date: September 01, 1948	EDR
1957	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: June 10, 1957	EDR
1959	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: January 01, 1959	EDR
1966	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: January 01, 1966	EDR
1969	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: January 01, 1969	EDR
1970	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: October 02, 1970	EDR
1979	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: January 01, 1979	EDR
1983	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: January 01, 1983	EDR
1986	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: January 01, 1986	EDR
1991	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: January 01, 1991	EDR
1996	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: January 01, 1996	EDR
2002	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; DOQQ - acquisition dates: February 13, 2002	EDR
2005	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Year: 2005	EDR
2006	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Year: 2006	EDR
2007	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Year: 2007	EDR
2008	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Year: 2008	EDR
2009	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Year: 2009	EDR
2010	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Year: 2010	EDR
2012	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Year: 2012	EDR



INQUIRY #: 3866250.8
YEAR: 1948

↑ N
EDR

— = 1000'



INQUIRY #: 3866250.8

YEAR: 1957

| = 500'





INQUIRY #: 3866250.8

YEAR: 1959

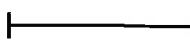
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YEAR: 1966

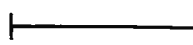
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INQUIRY #: 3866250.8

YEAR: 1969

 = 500'





INQUIRY #: 3866250.8

YEAR: 1970

 = 500'





INQUIRY #: 3866250.8

YEAR: 1979

| = 500'





INQUIRY #: 3866250.8

YEAR: 1983

 = 500'





INQUIRY #: 3866250.8

YEAR: 1986

| = 500'





INQUIRY #: 3866250.8

YEAR: 1991

| = 500'





INQUIRY #: 3866250.8

YEAR: 1996

— = 500'





INQUIRY #: 3866250.8

YEAR: 2002

— = 500'





INQUIRY #: 3866250.8

YEAR: 2005

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INQUIRY #: 3866250.8

YEAR: 2006

| = 500'



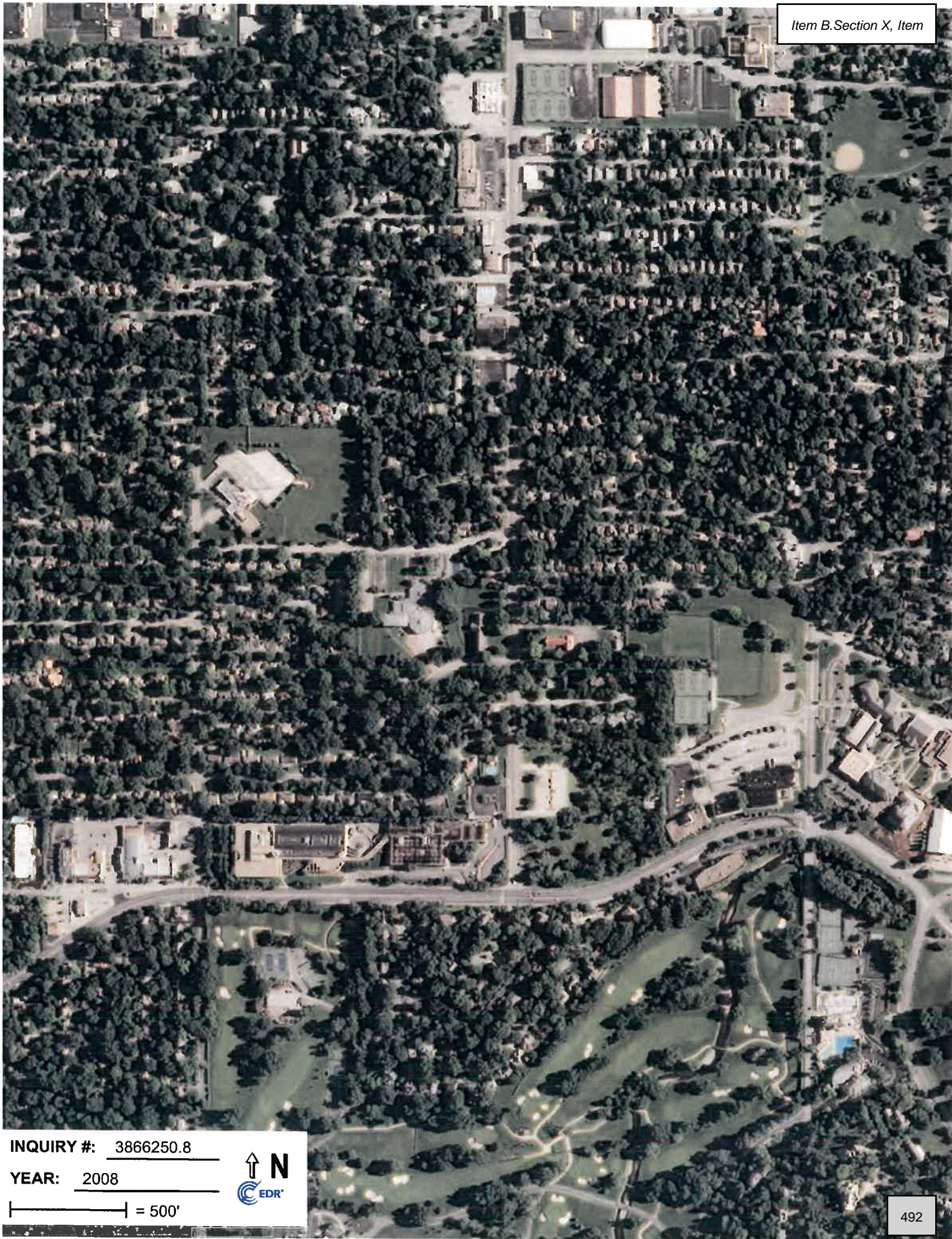


INQUIRY #: 3866250.8

YEAR: 2007

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INQUIRY #: 3866250.8

YEAR: 2008

— = 500'





INQUIRY #: 3866250.8

YEAR: 2009

— = 500'



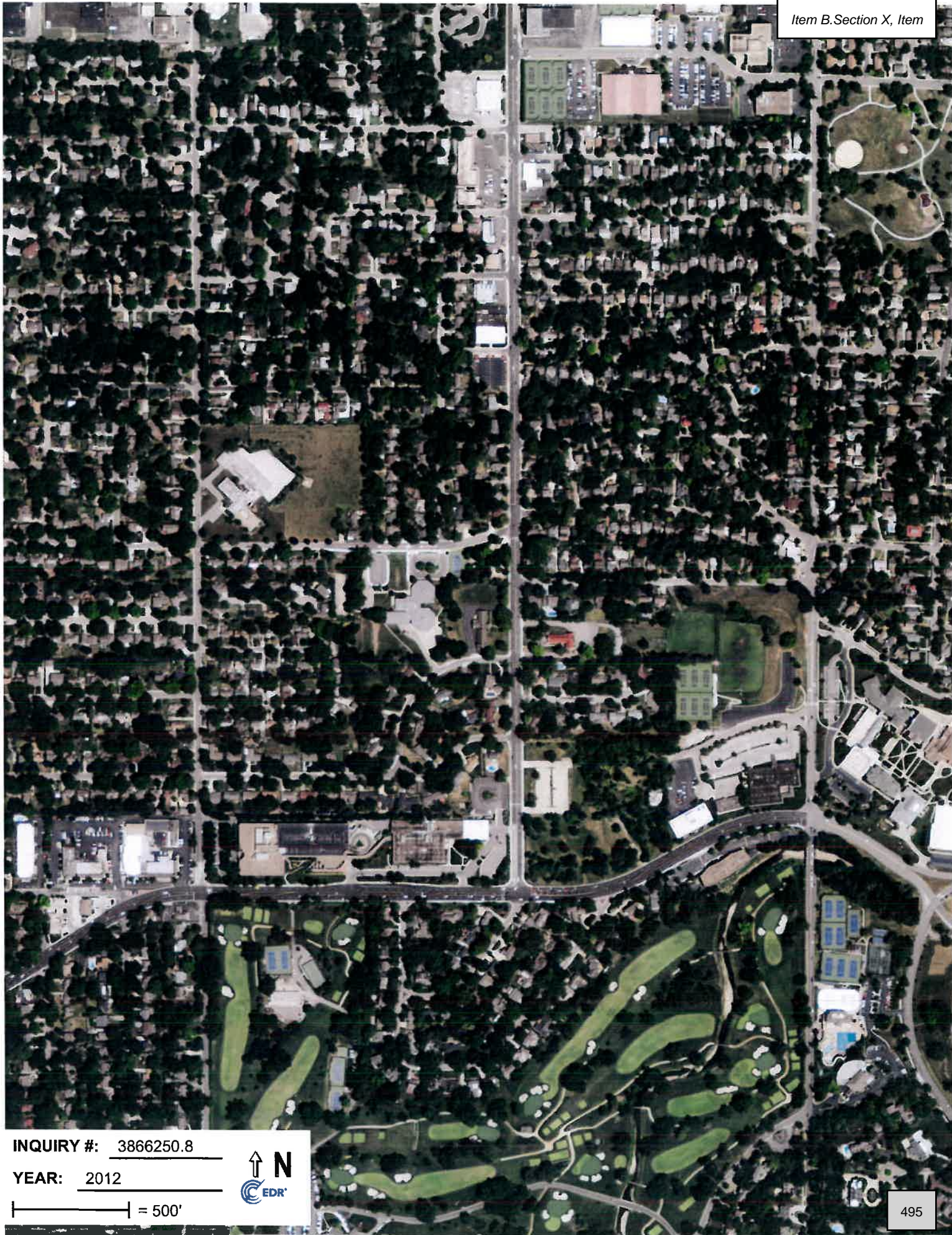


INQUIRY #: 3866250.8

YEAR: 2010

 = 500'





INQUIRY #: 3866250.8

YEAR: 2012

| = 500'





APPENDIX E

HISTORIC TOPOGRAPHIC PHOTOGRAPHS

Westwood Christian Church

5050 Rainbow Boulevard

Mission, KS 66205

Inquiry Number: 3866250.4

February 26, 2014

EDR Historical Topographic Map Report



6 Armstrong Road, 4th Floor
Shelton, Connecticut 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Historical Topographic Map Report

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Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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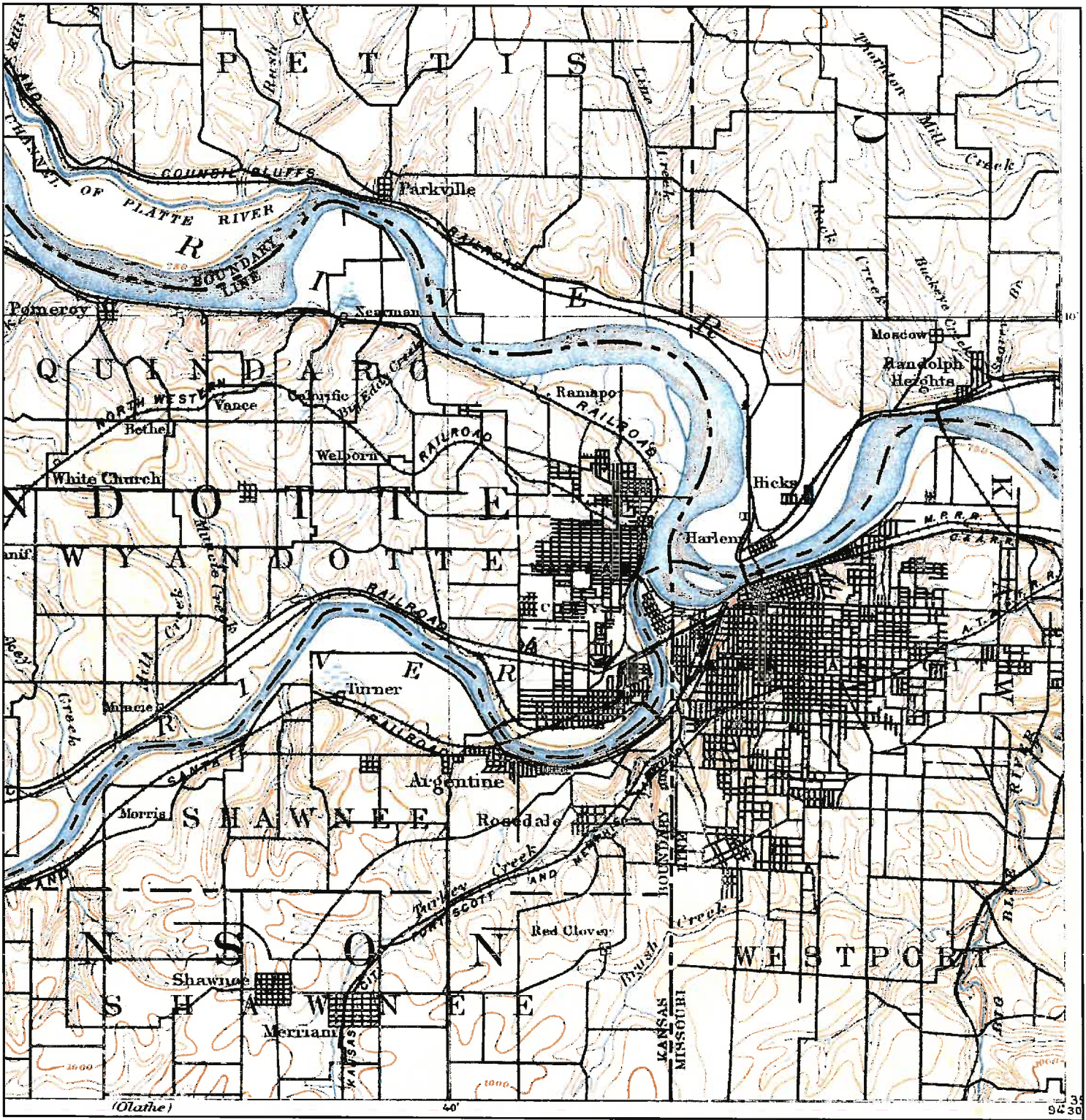
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Historical Topographic Map

Item B, Section X, Item



<p>N ↑</p>	<p>TARGET QUAD NAME: KANSAS CITY MAP YEAR: 1894</p>	<p>SITE NAME: Westwood Christian Church ADDRESS: 5050 Rainbow Boulevard Mission, KS 66205</p>	<p>CLIENT: Kansas City Testing and Engineering LLC</p>
	<p>SERIES: 30 SCALE: 1:125000</p>	<p>LAT/LONG: 39.0365 / -94.6124</p>	<p>CONTACT: Andrew Michael INQUIRY#: 3866250.4 RESEARCH DATE: 02/26/2014</p>

Historical Topographic Map

Item B. Section X, Item



N ↑	TARGET QUAD NAME: KANSAS CITY MAP YEAR: 1935	SITE NAME: Westwood Christian Church ADDRESS: 5050 Rainbow Boulevard Mission, KS 66205	CLIENT: Kansas City Testing and Engineering LLC
	SERIES: 7.5 SCALE: 1:25000	LAT/LONG: 39.0365 / -94.6124	CONTACT: Andrew Michael INQUIRY#: 3866250.4 RESEARCH DATE: 02/26/2014

Historical Topographic Map

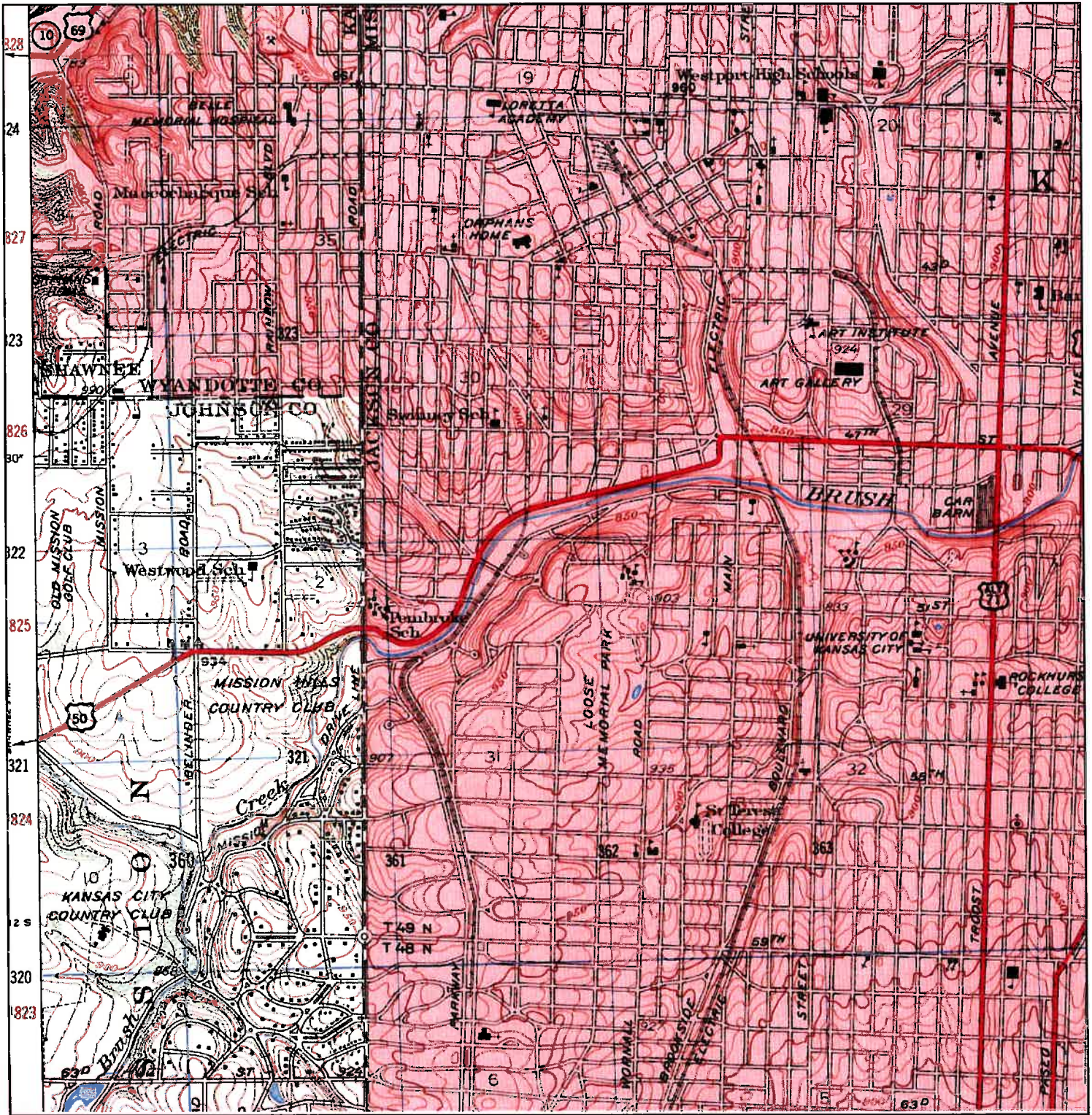
Item B. Section X, Item



N ↑	TARGET QUAD NAME: KANSAS CITY MAP YEAR: 1940	SITE NAME: Westwood Christian Church ADDRESS: 5050 Rainbow Boulevard Mission, KS 66205	CLIENT: Kansas City Testing and Engineering LLC
	SERIES: 7.5 SCALE: 1:31680	LAT/LONG: 39.0365 / -94.6124	CONTACT: Andrew Michael INQUIRY#: 3866250.4 RESEARCH DATE: 02/26/2014

Historical Topographic Map

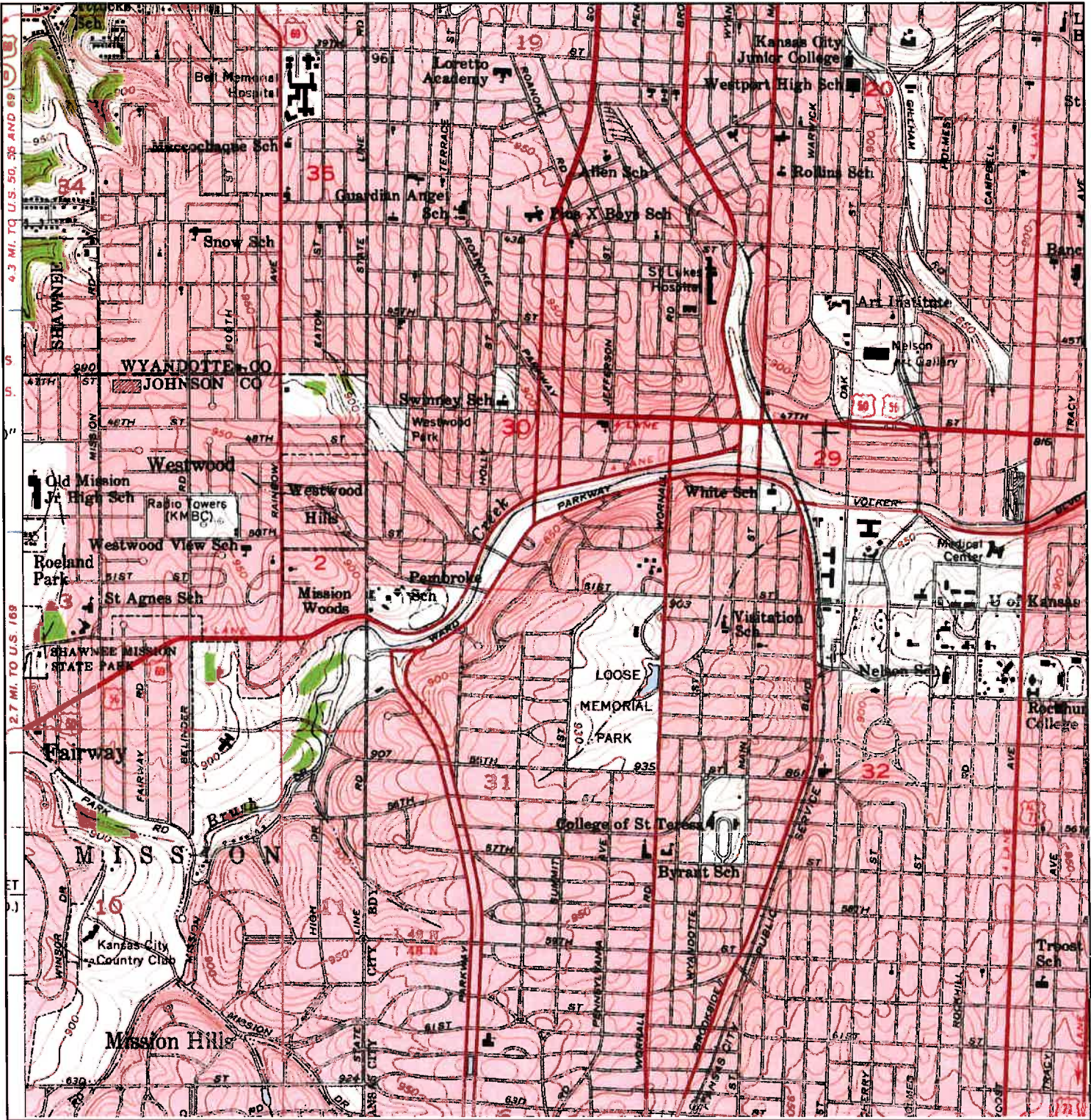
Item B. Section X, Item




N ↑	TARGET QUAD NAME: KANSAS CITY MAP YEAR: 1948	SITE NAME: Westwood Christian Church ADDRESS: 5050 Rainbow Boulevard Mission, KS 66205	CLIENT: Kansas City Testing and Engineering LLC
	SERIES: 7.5 SCALE: 1:25000	LAT/LONG: 39.0365 / -94.6124	CONTACT: Andrew Michael INQUIRY#: 3866250.4 RESEARCH DATE: 02/26/2014

Historical Topographic Map

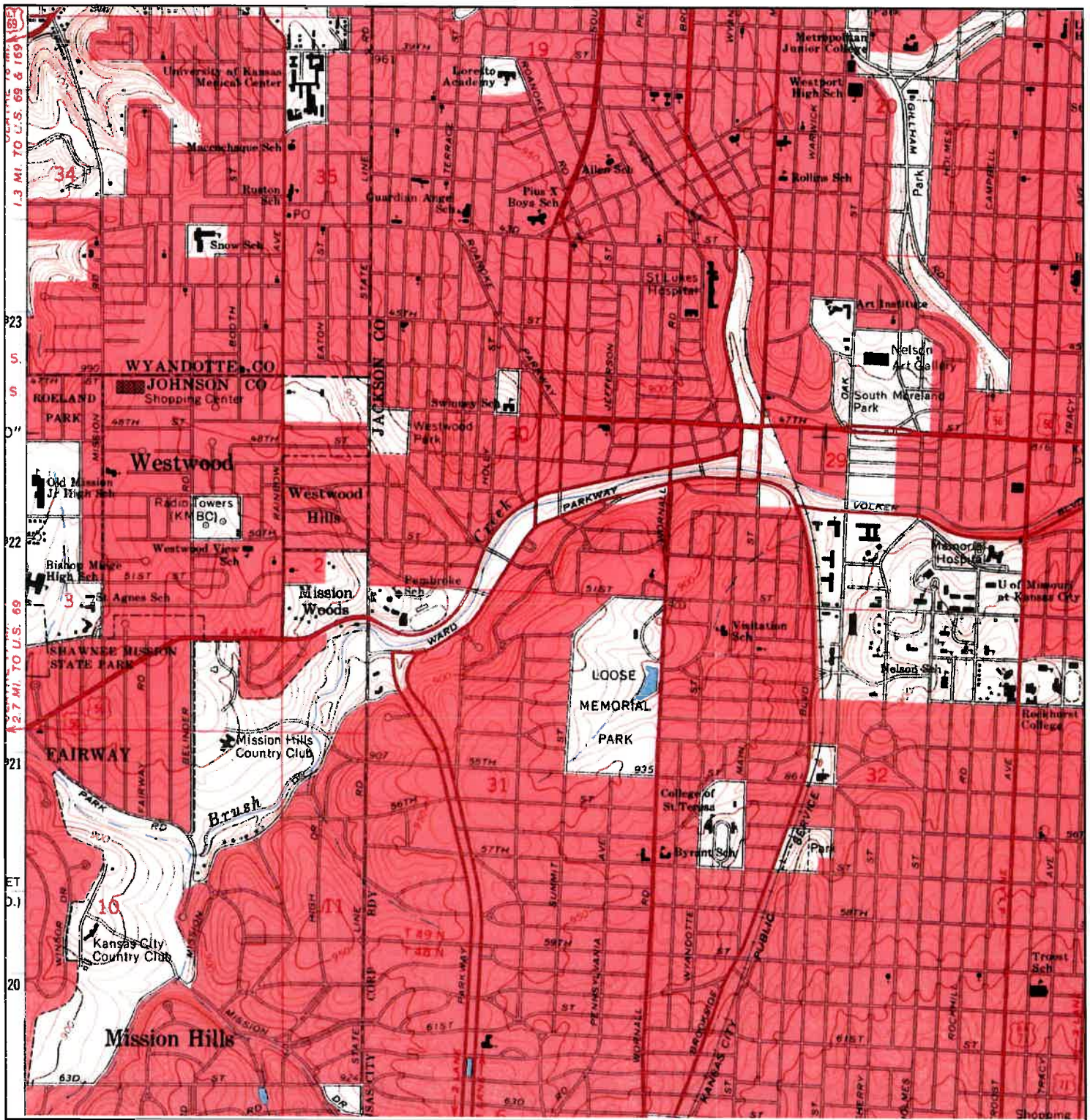
Item B. Section X, Item



	TARGET QUAD NAME: KANSAS CITY MAP YEAR: 1957	SITE NAME: Westwood Christian Church ADDRESS: 5050 Rainbow Boulevard Mission, KS 66205	CLIENT: Kansas City Testing and Engineering LLC
	SERIES: 7.5 SCALE: 1:24000	LAT/LONG: 39.0365 / -94.6124	CONTACT: Andrew Michael INQUIRY#: 3866250.4 RESEARCH DATE: 02/26/2014

Historical Topographic Map

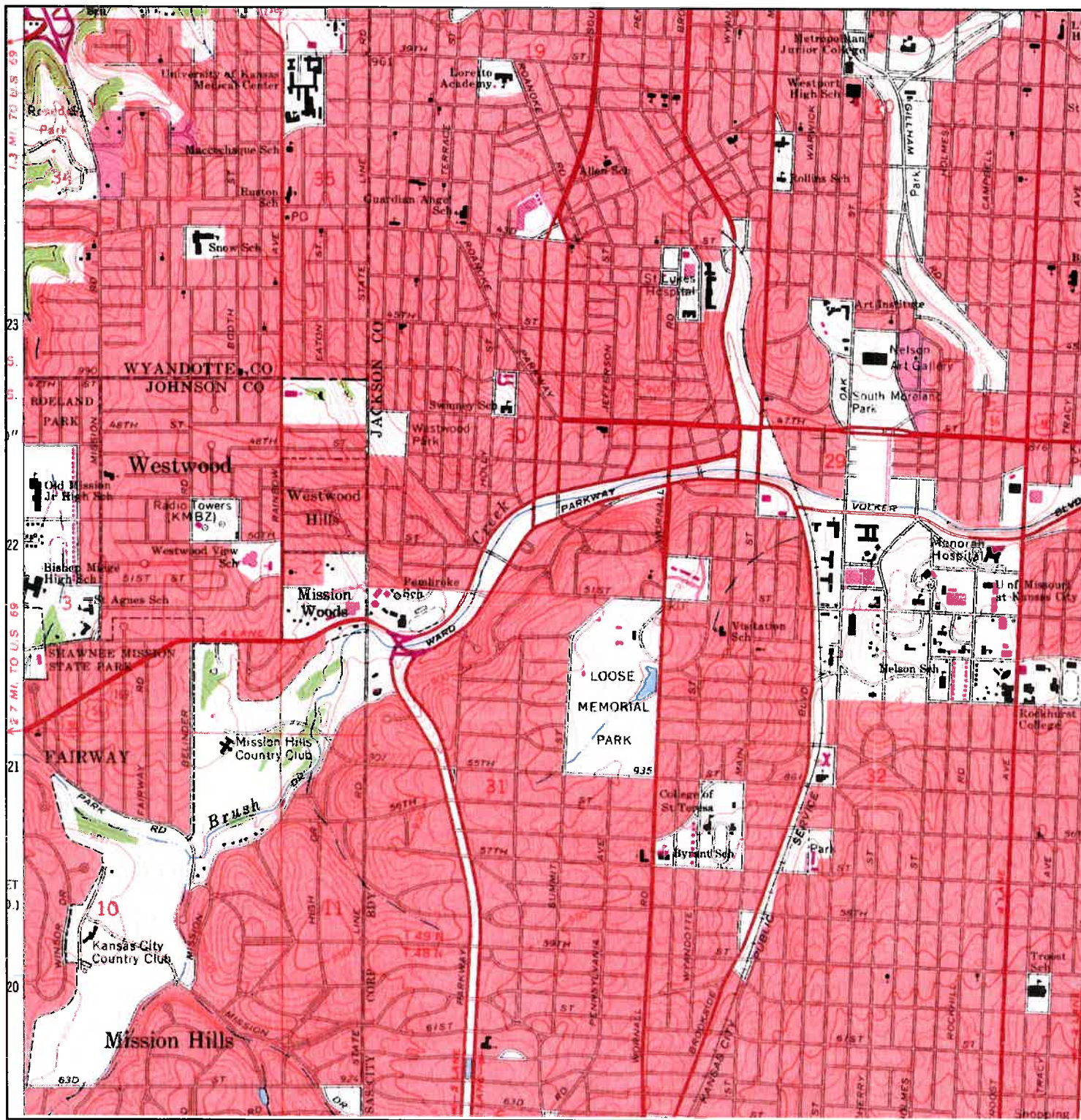
Item B. Section X, Item



N ↑	TARGET QUAD NAME: KANSAS CITY MAP YEAR: 1964	SITE NAME: Westwood Christian Church ADDRESS: 5050 Rainbow Boulevard Mission, KS 66205	CLIENT: Kansas City Testing and Engineering LLC
	SERIES: 7.5 SCALE: 1:24000	LAT/LONG: 39.0365 / -94.6124	CONTACT: Andrew Michael INQUIRY#: 3866250.4 RESEARCH DATE: 02/26/2014

Historical Topographic Map

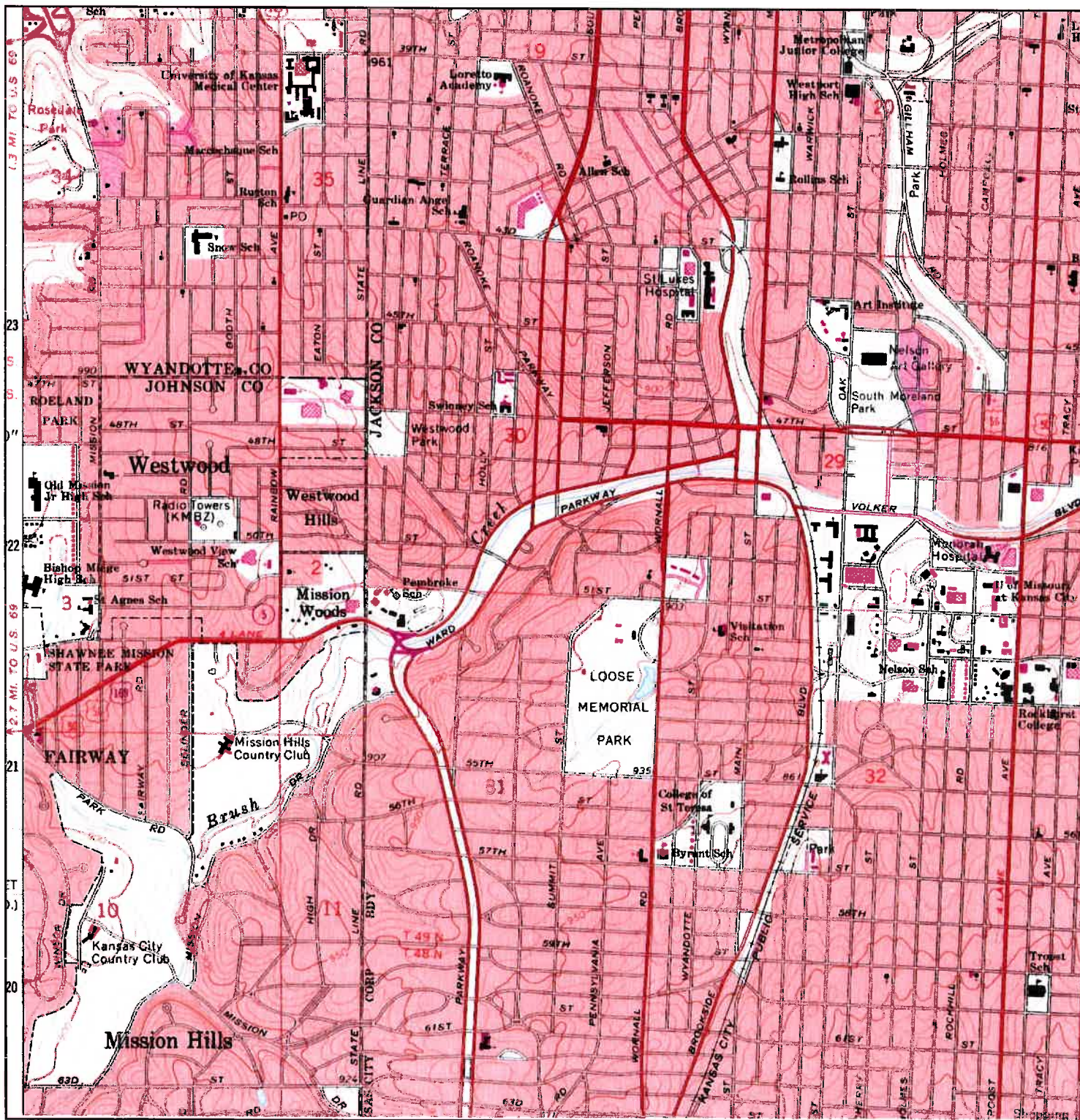
Item B. Section X, Item




<p>N</p>	TARGET QUAD	SITE NAME:	Westwood Christian Church	CLIENT:	Kansas City Testing and Engineering LLC
	NAME: KANSAS CITY	ADDRESS:	5050 Rainbow Boulevard	CONTACT:	Andrew Michael
	MAP YEAR: 1970		Mission, KS 66205	INQUIRY#:	3866250.4
	PHOTOREVISED FROM :1964	LAT/LONG:	39.0365 / -94.6124	RESEARCH DATE:	02/26/2014
	SERIES: 7.5				
SCALE: 1:24000					

Historical Topographic Map

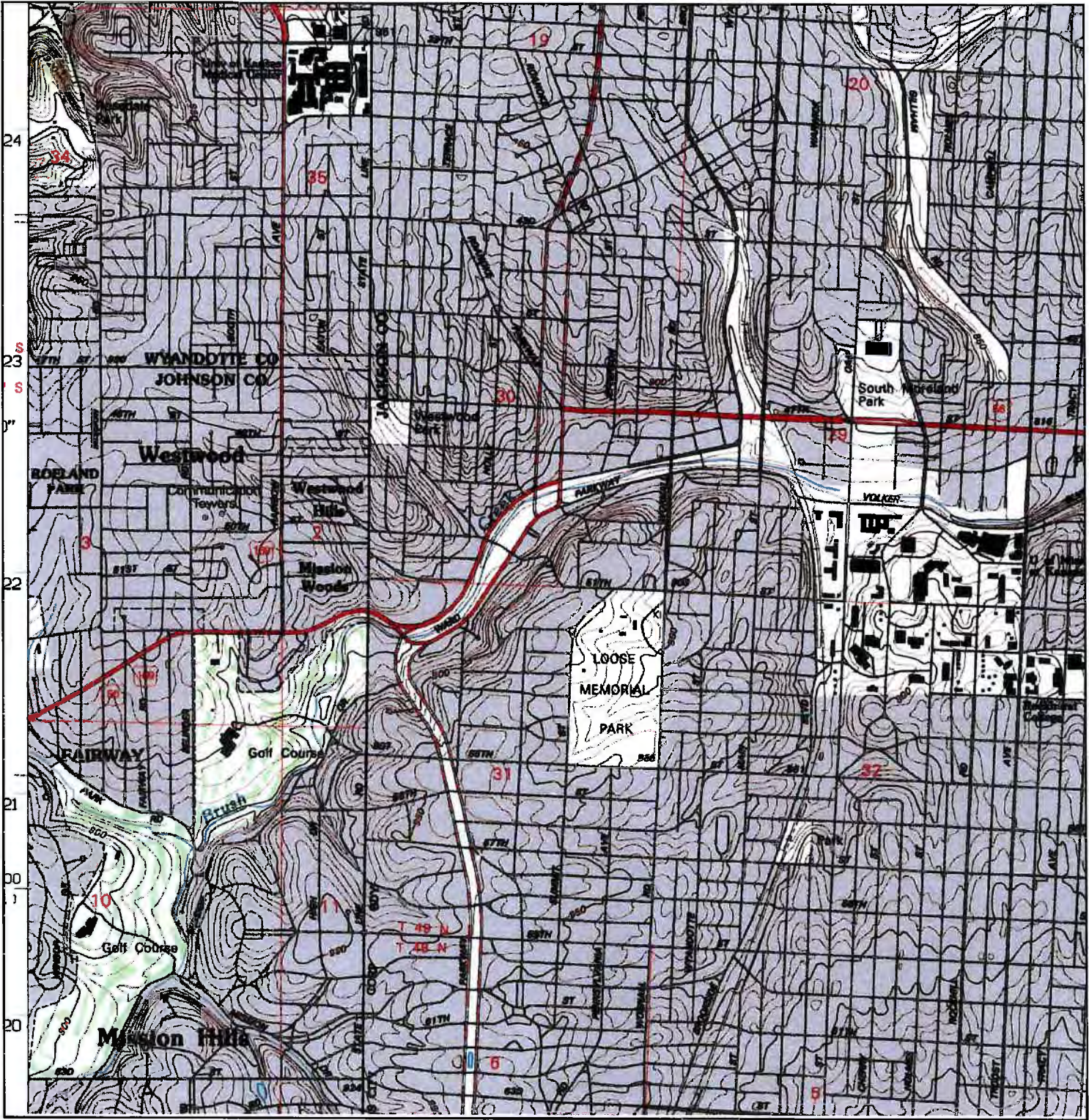
Item B. Section X, Item




 N	TARGET QUAD	SITE NAME:	Kansas City Testing and Engineering LLC
	NAME: KANSAS CITY	ADDRESS:	5050 Rainbow Boulevard
	MAP YEAR: 1975		Mission, KS 66205
	PHOTOREVISED FROM :1964	LAT/LONG:	39.0365 / -94.6124
	SERIES: 7.5		
SCALE: 1:24000			CONTACT: Andrew Michael
			INQUIRY#: 3866250.4
			RESEARCH DATE: 02/26/2014

Historical Topographic Map

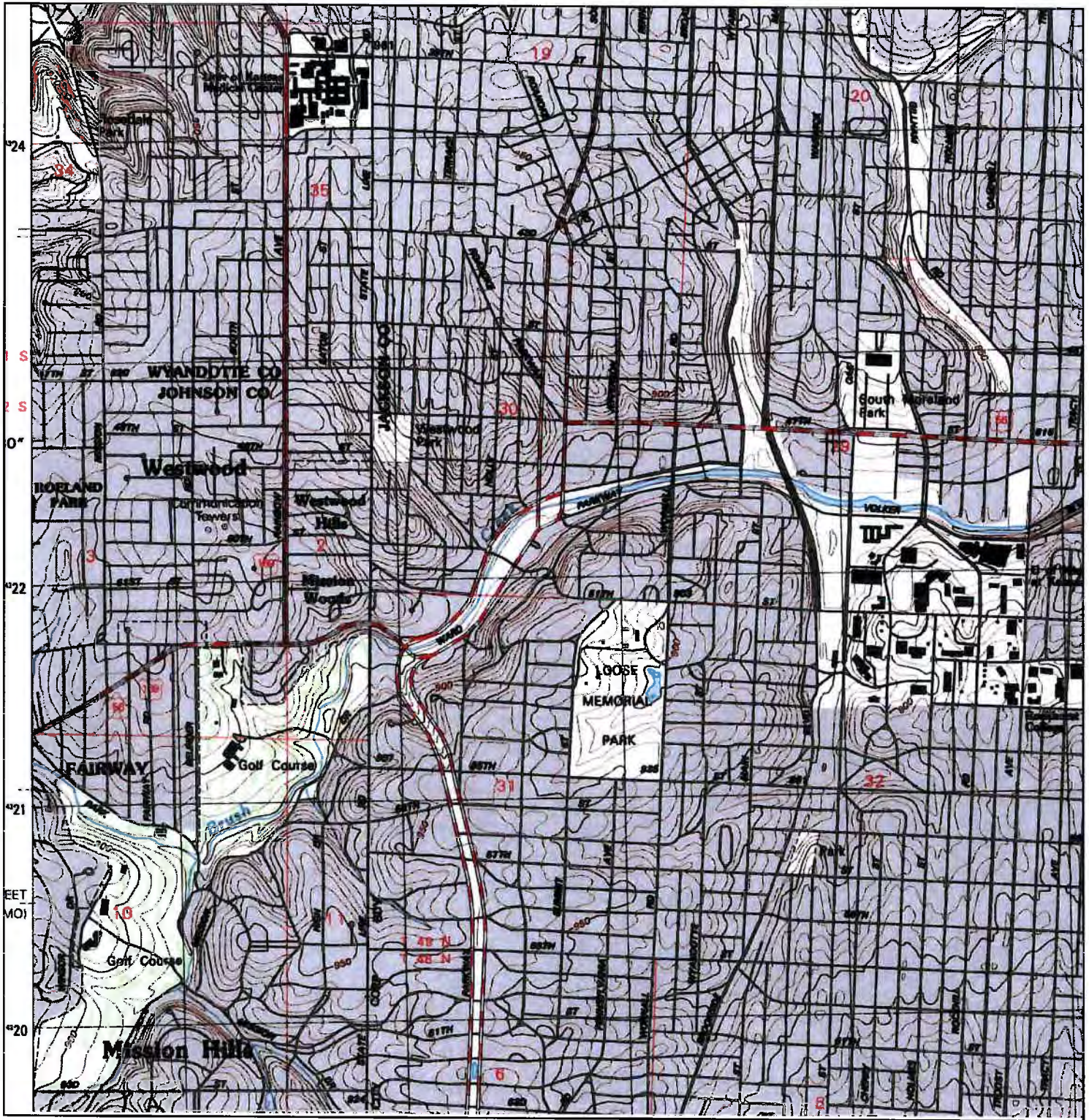
Item B.Section X, Item




	TARGET QUAD NAME: KANSAS CITY MAP YEAR: 1991	SITE NAME: Westwood Christian Church ADDRESS: 5050 Rainbow Boulevard Mission, KS 66205 LAT/LONG: 39.0365 / -94.6124	CLIENT: Kansas City Testing and Engineering LLC CONTACT: Andrew Michael INQUIRY#: 3866250.4 RESEARCH DATE: 02/26/2014
	SERIES: 7.5 SCALE: 1:24000		

Historical Topographic Map

Item B. Section X, Item



	TARGET QUAD NAME: KANSAS CITY MAP YEAR: 1996	SITE NAME: Westwood Christian Church ADDRESS: 5050 Rainbow Boulevard Mission, KS 66205	CLIENT: Kansas City Testing and Engineering LLC
	SERIES: 7.5 SCALE: 1:24000	LAT/LONG: 39.0365 / -94.6124	CONTACT: Andrew Michael INQUIRY#: 3866250.4 RESEARCH DATE: 02/26/2014



APPENDIX F

SANBORN MAPS

Westwood Christian Church

5050 Rainbow Boulevard

Mission, KS 66205

Inquiry Number: 3866250.3

February 26, 2014

Certified Sanborn® Map Report



6 Armstrong Road, 4th Floor
Shelton, Connecticut 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

2/26/14

Site Name: Westwood Christian Church 5050 Rainbow Boulevard Mission, KS 66205	Client Name: Kansas City Testing and 1308 Adams Street. Kansas City, KS 66103
EDR Inquiry # 3866250.3	Contact: Andrew Michael



The Sanborn Library has been searched by EDR and maps covering the target property location as provided by Kansas City Testing and Engineering LLC were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Site Name:	Westwood Christian Church
Address:	5050 Rainbow Boulevard
City, State, Zip:	Mission, KS 66205
Cross Street:	
P.O. #	E-14-030
Project:	Westwood Christian Church
Certification #	1B7B-47A3-8AC6



Sanborn® Library search results
Certification # 1B7B-47A3-8AC6

Maps Provided:

- 1963
- 1950

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- Library of Congress
- University Publications of America
- EDR Private Collection

The Sanborn Library LLC Since 1866™

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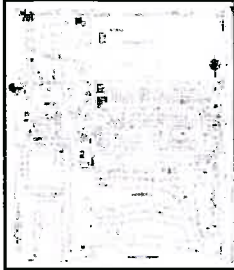
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Sanborn Sheet Thumbnails

This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.



1963 Source Sheets

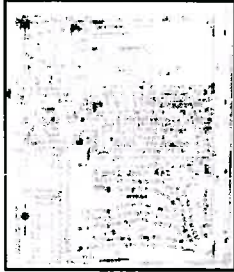


Volume 4, Sheet 701

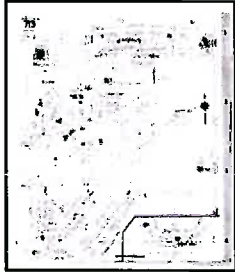


Volume 4, Sheet 713

1950 Source Sheets



Volume 4, Sheet 701



Volume 4, Sheet 713

1963 Certified Sanborn Map

Item B, Section X, Item



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Certification # 187B-47A3-8AC6

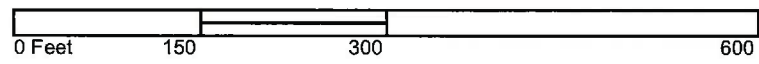
Site Name: Westwood Christian Church
 Address: 5050 Rainbow Boulevard
 City, ST, ZIP: Mission KS 66205
 Client: Kansas City Testing and Engineering LLC
 EDR Inquiry: 3866250.3
 Order Date: 2/26/2014 9:01:00 PM
 Certification #: 187B-47A3-8AC6
 Copyright: 1963



This Certified Sanborn Map combines the following sheets. Outlined areas indicate map sheets within the collection.

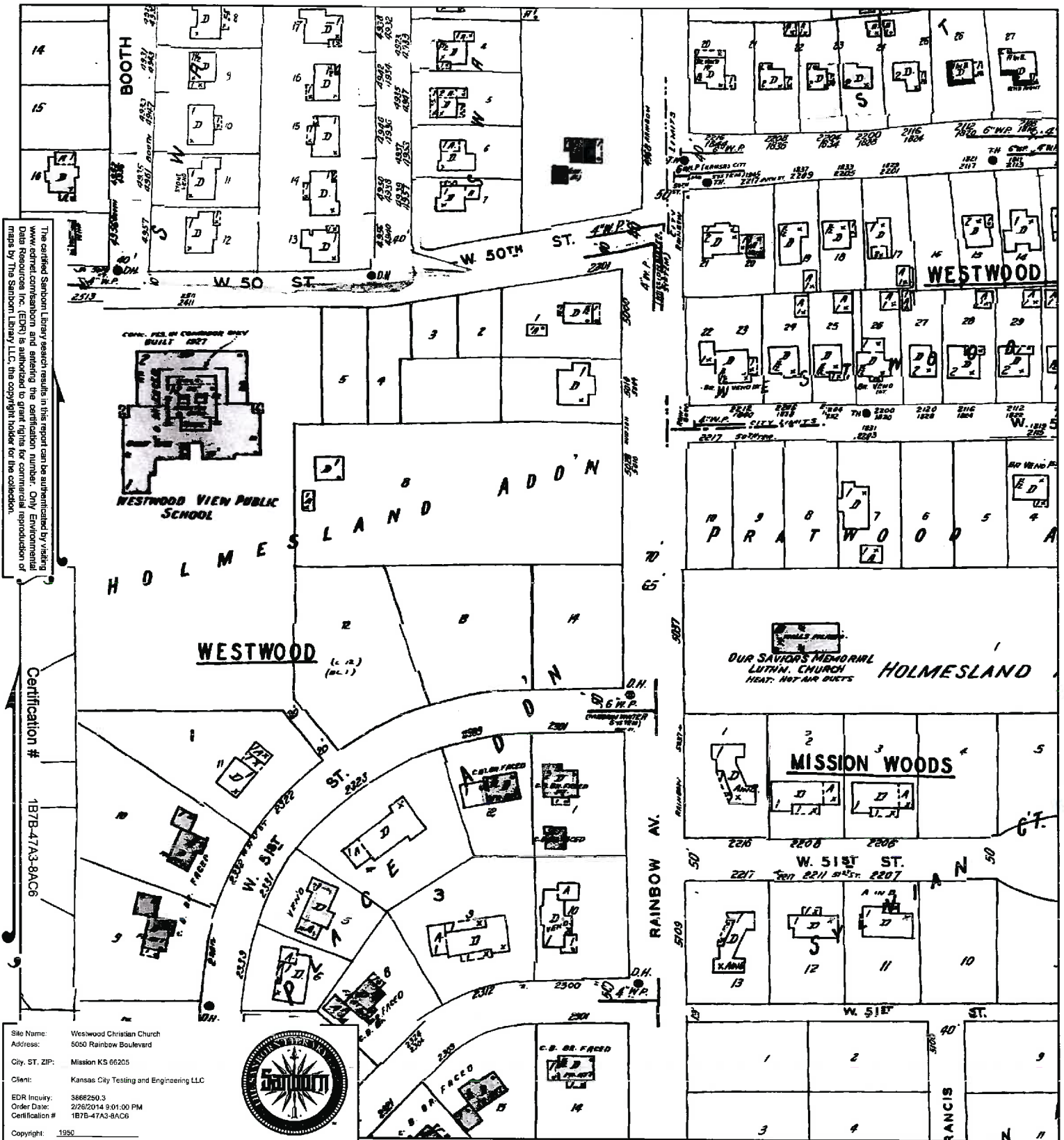


Volume 4, Sheet 701
 Volume 4, Sheet 713



1950 Certified Sanborn Map

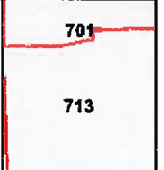
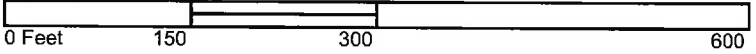
Item B. Section X, Item



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Certification # 187B-47A3-8AC6

Site Name: Westwood Christian Church
 Address: 5050 Rainbow Boulevard
 City, ST, ZIP: Mission KS 66205
 Client: Kansas City Testing and Engineering LLC
 EDR Inquiry: 3866250.3
 Order Date: 2/26/2014 9:01:00 PM
 Certification #: 187B-47A3-8AC6
 Copyright: 1990



Volume 4, Sheet 701
 Volume 4, Sheet 713



APPENDIX G

SITE PHOTOS

Site Photos
5050 Rainbow Boulevard
Westwood, Kansas



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a northwest facing view of the sign representing the Westwood Christian Church located at 5050 Rainbow Boulevard in Westwood, Johnson County, Kansas (Subject Property). KCTE was contacted by the City of Westwood, Kansas (Client) to conduct a Phase I Environmental Site Assessment of this property.	1
	CLIENT	City of Westwood, Kansas	Date
Direction: Northwest	PHOTOGRAPHER	Andrew Michael	03/12/14



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a northwest facing view of the Westwood Christian Church building located at 5050 Rainbow Boulevard.	2
	CLIENT	City of Westwood, Kansas	Date
Direction: Northwest	PHOTOGRAPHER	Andrew Michael	03/12/14

Site Photos
5050 Rainbow Boulevard
Westwood, Kansas



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a north facing view looking down Rainbow Boulevard, which borders the subject property to the east.	3
	CLIENT	City of Westwood, Kansas	Date
Direction: North	PHOTOGRAPHER	Andrew Michael	03/12/14



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows an east facing view of St. Rose Philippine Catholic Church, which is adjacent east of the subject property across Rainbow Boulevard.	4
	CLIENT	City of Westwood, Kansas	Date
Direction: East	PHOTOGRAPHER	Andrew Michael	03/12/14

Site Photos
5050 Rainbow Boulevard
Westwood, Kansas



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a southwest facing view of the Westwood Christian Church taken from Rainbow Boulevard.	5
	CLIENT	City of Westwood, Kansas	Date
Direction: Southwest	PHOTOGRAPHER	Andrew Michael	03/12/14



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a southwest facing view of the City of Westwood park that lies adjacent north of the subject property at the intersection of Rainbow Boulevard and West 50 th Street.	6
	CLIENT	City of Westwood, Kansas	Date
Direction: Southwest	PHOTOGRAPHER	Andrew Michael	03/12/14

Site Photos
5050 Rainbow Boulevard
Westwood, Kansas



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows an east facing view of the north portion of the subject property that lies between the Westwood Christian Church and the City of Westwood park.	7
	CLIENT	City of Westwood, Kansas	Date
Direction: East	PHOTOGRAPHER	Andrew Michael	03/12/14



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a southeast facing view of the backside of the Westwood Christian Church building and parking area.	8
	CLIENT	City of Westwood, Kansas	Date
Direction: Southeast	PHOTOGRAPHER	Andrew Michael	03/12/14

Site Photos
5050 Rainbow Boulevard
Westwood, Kansas



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a northwest facing view of the Westwood View Elementary school which has historically been located adjacent east of the subject property up to the present day.	9
	CLIENT	City of Westwood, Kansas	Date
Direction: Northwest	PHOTOGRAPHER	Andrew Michael	03/12/14



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a north facing view of the western portion of the subject property that lies between the Westwood Christian Church and Westwood View Elementary School.	10
	CLIENT	City of Westwood, Kansas	Date
Direction: North	PHOTOGRAPHER	Andrew Michael	03/12/14

Site Photos
5050 Rainbow Boulevard
Westwood, Kansas



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a northeast facing view of the backside of the Westwood Christian Church building and parking area taken from West 52st Street.	11
	CLIENT	City of Westwood, Kansas	Date
Direction: Northeast	PHOTOGRAPHER	Andrew Michael	03/12/14



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a an east facing view looking down West 51st Street, which borders the subject property to the south, towards Rainbow Boulevard to the east.	12
	CLIENT	City of Westwood, Kansas	Date
Direction: East	PHOTOGRAPHER	Andrew Michael	03/12/14

Site Photos
5050 Rainbow Boulevard
Westwood, Kansas



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows south facing view of the main chapel located within the interior of the Westwood Christian Church.	13
	CLIENT	City of Westwood, Kansas	Date
Direction: South	PHOTOGRAPHER	Andrew Michael	03/12/14



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a northeast facing view of the old chapel area, stage, and pastor's office located within the interior of the Westwood Christian Church.	14
	CLIENT	City of Westwood, Kansas	Date
Direction: Northeast	PHOTOGRAPHER	Andrew Michael	03/12/14

Site Photos
5050 Rainbow Boulevard
Westwood, Kansas



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows southeast facing view of the basement area of the Westwood Christian Church, which is situated beneath the main chapel of the church.	15
	CLIENT	City of Westwood, Kansas	Date
Direction: Southeast	PHOTOGRAPHER	Andrew Michael	03/12/14



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a south facing view of the hallway located on the second level of the Westwood Christian Church. A mercury-containing thermostat was encountered on the wall during site reconnaissance.	16
	CLIENT	City of Westwood, Kansas	Date
Direction: South	PHOTOGRAPHER	Andrew Michael	03/12/14



APPENDIX H

CITY DIRECTORIES

Westwood Christian Church

5050 Rainbow Boulevard
Mission, KS 66205

Inquiry Number: 3866250.5
March 03, 2014

The EDR-City Directory Image Report

TABLE OF CONTENTS

SECTION

Executive Summary

Findings

City Directory Images

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available city directory data at 5 year intervals.

RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

<u>Year</u>	<u>Target Street</u>	<u>Cross Street</u>	<u>Source</u>
2013	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cole Information Services
2008	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cole Information Services
2003	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cole Information Services
1999	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cole Information Services
1996	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1990	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1986	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1981	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1977	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1972	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1968	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1963	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory

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FINDINGS

TARGET PROPERTY STREET

5050 Rainbow Boulevard
Mission, KS 66205

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
<u>RAINBOW BLVD</u>		
2013	pg A1	Cole Information Services
2008	pg A2	Cole Information Services
2003	pg A3	Cole Information Services
1999	pg A5	Cole Information Services
1996	pg A6	Polk's City Directory
1990	pg A7	Polk's City Directory
1986	pg A8	Polk's City Directory
1981	pg A9	Polk's City Directory
1977	pg A10	Polk's City Directory
1977	pg A11	Polk's City Directory
1972	pg A12	Polk's City Directory
1968	pg A13	Polk's City Directory
1963	pg A14	Polk's City Directory

FINDINGS

CROSS STREETS

No Cross Streets Identified

City Directory Images



-

RAINBOW BLVD 2013

- 4761 DANIEL D ZIMMERMAN MD
- 4765 KATHY WINKLHOFFER
- 4800 ANDERSON LAW FIRM LLC
- BELLETOWER PROPERTIES
- BENNETT DALE ATTORNEY AT LAW
- JONES JEFF REALTY
- KYNER LAW PC
- MARTIN MICHAEL S
- MCCULLOUGH WAREHEIM & LABUNKER
- ORR JAMES R
- PASCO LAW OFFICE LLC
- PICKELL TIMOTHY V
- RAYMOND JAMES
- REUTER RONALD S ATTORNEY
- WHITSITT MICHAEL E ATTORNEY
- WHITSITT MICHAEL E ATTY
- 4801 RENEE'S HAIR NAIL SALON
- 4803 SALON CHEVEUX
- 4807 AARON DEARINGER
- 4809 CYNTHIA HOFFMAN
- GENNA GEHRT
- 4812 AMBIENCE FURS
- 4820 HUNTHAUSEN WAYNE DVM
- 4824 ASIATICA LTD
- 4830 RED NOVA LABS
- STORAGEFRONT
- 4940 JASON SULLIVAN
- 4944 STEVEN MCBEE
- 4950 WILLIAM JENNINGS
- 4956 THOMAS LIVESAY
- 5050 WESTWOOD CHRISTIAN CHURCH
- 5123 ROBERT TOM



-

RAINBOW BLVD 2008

- 4761 DANIEL D ZIMMERMAN MD
- 4765 KATHY WINKLHOFFER
- 4800 AUSTIN HARMON MARKETING COMMUNICATIO
- BELLETOWER PROPERTIES
- CORBANC MORTGAGE
- EXPERT INTERNET SERVICES LLC
- GORDON ATCHESON
- JAMES RAYMOND & ASSOCIATES
- JONES JEFF REALTY
- LAW OFFICE MIKEAL J HAGERDON
- LAW OFFICE OF MICHAEL MARTIN
- LAW OFFICES OF DALE E BENNETT
- STATECO INSURANCE SERVICES
- THE MARKS LAW OFFICE
- TIMOTHY V PICKELL LAW OFFICES
- TURTLE CREEK MORTGAGE
- 4809 LARRY HITCHCOCK
- 4812 AMBIENCE
- 4818 ANIMANIA INC
- JAN KYLE DESIGN INC
- 4820 HUNTHAUSEN WAYNE DVM
- WESTWOOD ANIMAL HOSPITAL
- 4824 ASIATICA LTD
- 4830 FISCA OIL
- ROYALL PROPERTIES INC
- 4940 JASON SULLIVAN
- TUCKER COMMODITIES INC
- 4944 STEVEN MCBEE
- 4950 PAMELA RUSSELL
- RESPIRATORY MAINTENANCE INC
- 4956 TIMOTHY WICKEY
- 4958 TODD SWATZELL
- 5035 WESTWOOD LUTHERAN CHURCH
- 5050 WESTWOOD CHRISTIAN CHURCH
- 5123 TED SWIONTEK

RAINBOW BLVD 2003

4761 DANIEL D ZIMMERMAN
 DANIEL ZIMMERMAN
 INTEGRATECH ASSOCS INC
 ZIMMERMAN DANIEL D MD
 4765 KATHLEEN WOODARD
 4800 AUSTIN HARMON MARKETING CMNCTN
 AWAKENINGS THERAPEUTIC MASSAGE
 BANKCARD SERVICES
 BELLETOWER PROPERTIES
 BENNETT DALE E ATTY
 DALE E BENNETT
 DELPHI FINANCIAL
 DIRECT EXPOSURE ADVERTISING
 EPI INC
 FRIEDMAN MARSHA ATTY
 GUEST INFORMANT LEISUREGUIDE
 HAGERDON J MIKEAL
 JAMES R ORR
 JOHN A PAZELL ATTY
 JONES M F CO
 NEW ECONOMY CONSULTING GROUP
 PAZELL JOHN A ATTY AT LAW
 PICKELL TIMOTHY V LAW OFFICES
 RAYMOND JAMES FINANCIAL INC
 TELE ATLAS NORTH AMERICA INC
 TEMPS INC
 TIMOTHY V PICKELL
 4801 SHELLY GALVIN
 SHELLY GALVIN
 4803 OCCUPANT UNKNOWN
 4807 MARINA HERRERA
 4809 LARRY HITCHCOCK
 4812 OCCUPANT UNKNOWN
 4818 ANIMANIA INC
 ANIMANIAART & GIFT GALLERY
 4820 OCCUPANT UNKNOWN
 WESTWOOD ANIMAL HOSPITAL
 4824 ASIATICA LTD
 OCCUPANT UNKNOWN
 4830 FISCA OIL CO
 M HUDSON
 4920 CHRIS LEISZLER
 4940 JASON SULLIVAN
 4944 JANET VAUGHN
 4950 RESPIRATORY MAINTENANCE
 THOMAS WALTER
 4956 STEVE LAUER
 4958 TODD SWATZELL
 5035 WESTWOOD LUTHERAN CHURCH ELCA
 5050 WESTWOOD CHRISTIAN CHURCH

Target Street

Cross Street

Source

Cole Information Services Item B. Section X, Item

✓

-

RAINBOW BLVD 2003 (Cont'd)

5123 TED SWIONTEK

RAINBOW BLVD 1999

4759 DATA IMAGE
FRAME XCHANGE
JRM STUDIO

4761 INTEGRA TECHNOLOGY ASSOCIATES INCORPORATED
ZIMMERMAN DANIEL D MD

4765 KATHY WINKLHOFFER

4800 BARNDS CREATIVE CONNECTION
BELLETOWER PROPERTIES
DELPHI FINANCIAL INCORPORATED
ENTERTAINMENT PLUS
EPI ELECTRONICS MANUFACTURING REP
FISCHER ENVIRONMENTAL SERVICES
GUEST INFORMANT LEISUREGUIDE
HAGERDON J MIKEAL ATTORNEY
JONES JEFF REALTY
JONES M F & COMPANY
M ART & DESIGN
MARTIN MICHAEL S ATTORNEY
ORR JAMES R ATTORNEY
ROBERT THOMAS SECURITIES
SMITH ADVERTISING
WALSH & COMPANY

4801 HADEN JACK DDS

4807 AARON DEARINGER

4809 LISA DUFFEY

4820 HUNTHAUSEN WAYNE DVM
WESTWOOD ANIMAL HOSPITAL

4824 ASIATICA LIMITED KANSAS CITY

4830 FISCA OIL COMPANY INCORPORATED KANSAS CITY
HUDSON JOHN M CPA

4940 JASON SULLIVAN

4944 STEVEN MCBEE

4950 PAMELA RUSSELL
RESPIRATORY MAINTENANCE INCORPORATED

4956 STEVE THORELL

4958 ROBERT SWATZELL

5035 WESTWOOD LUTHERAN CHURCH ELCA

5050 WESTWOOD CHRISTIAN CHURCH

5123 TED SWIONTEK



-

RAINBOW BLVD 1996

4824	ASIATICA LIMITED	-1941	C001	831-0831
4830	FISCA OIL CO	-1941	C001	236-7000
4920	Cloughley Dennis J	-1942	C017	722-0854
4950	RESPIRATORY MAINTENANCE INC	-1942	C017	831-2466
	Walter Thomas J	-1942	C017	236-4011
4956	Daniels Carne	-1942	C017	384-6473
	Tarry J	-1942	C017	384-6473
	Wallace Kelli A	-1942	C017	384-6473
4958	Swatzell Robert E	-1942	C017	677-1840
5035	WESTWOOD LUTHERAN CHURCH	-2063	C017	722-5035
	Schnaath Cynthia	-2063	C017	362-5336
5050	WESTWOOD CHRISTIAN CHURCH	-2062	C017	262-1308
5123	Swontek Bettie	-2061	C017	362-4918
	Swontek Ted	-2061	C017	362-4918
BUSINESSES 42		HOUSEHOLDS 26		



RAINBOW BLVD 1990

4801 Haden Jack dentist 432 0765

4805 T M J Seminars 432 0765

4807 No Return

4809 Hitchcock Larry R ☉ 362 8815

★Duncan Saunders Doretha

4812 Smith Co the interior dsgr bridal
registry 432 1800

48TH TER INTERSECTS

4820 Westwood Animal Hosp 362 2512

4824 Vacant

4830 Fisca Oil Co Inc gas inc 236 7000

W 49TH INTERSECTS

4920 Bills Russell F 722 6512

4940 Meier Max R ☉ 722 4097

49 TER INTERSECTS

4950 Megahee L C 831 3480

4956 No Return

4958 Swatzell Robt E ☉ 677 1840

W 50TH ST INTERSECTS

50TH TER INTERSECTS

5035 Westwood Lutheran Church 722 5035

5050 Westwood Christian Church 262 1308

51ST ST INTERSECTS

5123 Vacant

W 51ST TER INTERSECTS

RAINBOW BLVD 1986

4820 Westwood Animal Hosp animal hosp
362-2512

4824 Office Equipment Inc business
machines 831-0170

4830 Fisca Oil Co Inc gas inc 236-7000

W 49TH INTERSECTS

4920 Vacant

4940 Meier Max R ☉ 722-4097

49 TER INTERSECTS

4950★Megahee L C 831-3480

4956 Johnson Jennifer A ☉

4958 Swatzell Robt E ☉ 677-1840

50TH ST INTERSECTS

5035 Westwood Lutheran Church 722-5035

Dodd Thos H Rev 432-5679

5050 Westwood Christian Church 262-1308

51ST ST INTERSECTS

5123 Bard Melvern O ☉ 722-4805

W 51ST TER INTERSECTS

JOHNSON DR INTERSECTS

**RAINBOW BLVD 1981**

4801 Avery Wm E Westwood Insurance
 Agency 831-0400
 Schwindler Brokerage Co 262-0870
 4805 Vacant
 4807★Simms M 677-5879
 Bsmt Vacant
 4807½ Vacant
 4809★Craig Tracy 384-9721
 4812 Johnson Upholstery Inc 432-1800
 48TH TER INTERSECTS
 4820 Rainbow Skelly Service 722-2223
 Crabtree Francis Liquor Store
 722-2223
 4824 Office Equipment Inc 831-0170
 4830 Fisca Oil Co Inc gas sta 236-7000
 W 49TH INTERSECTS
 4920 Weibrecht Roger G 262-0156
 4940 Meier Max R © 722-4097
 49 TER INTERSECTS
 4950 Jackson Steve 236-4106
 4956 Johnson J A
 4958 Swatzell Jack C © 236-9367
 50TH ST INTERSECTS
 5035 Westwood Lutheran Church 722-5035
 Dodd Thos H 432-5679
 5050 Westwood Christian Church 262-1308
 51ST ST INTERSECTS
 5123 Bard Melvern O © 722-4805
 W 51ST TER INTERSECTS
 JOHNSON DR INTERSECTS

RAINBOW BLVD 1977

W 48TH ST TER INTERSECTS

4812 Johnson Upholstery 432-1800

4820 Rainbow Skelly Service 722-9746

**4824 Infant Development Center &
Preschool 831-0060**

4830 Fisca Oil Co Inc gas sta 236-7000

W 49TH INTERSECTS

RAINBOW BLVD 1977

4920 Weibrecht Roger G 262-0156

4940 Meier Max R © 722-4097

4950 Sieve Leo G © 236-4781

4956★Ellison Keith M 262-7328

4958 Swatzell Jack C © 236-9367

5035 Westwood Lutheran Church 722-5035

Wagner James L 432-2080

5050 Westwood Christian Church 262-1308

5123 Bard Melvern O © 722-4805

W 51ST INTERSECTS

JOHNSON DR INTERSECTS

RAINBOW BLVD 1972

4805 ★ Crockett James E 362-3732
 4807 ★ Melvin Joan 362-1117
 Bsmt ★ Hubbard Joe
 4807 ½ ★ Mathews Ken
 4809 Hord Roger L 432-8710
 4809 ½ Hutchings Dorothy Mrs 236-9609
 W 48TH ST TER INTERSECTS
 4812 Johnson Upholstery 432-1800
 4820 Rainbow Skelly Service 722-9746
 4824 Borden Foods Co food broker 236-4422
 Seavey & Flarsheim Brokerage Co
 food broker 236-7504
 4830 Fisca Oil Co Inc gas sta 236-7000
 W 49TH INTERSECTS
 4920 ★ Hooser Joan 432-4391
 4940 Meier Max R © 722-4097
 4950 Sieve Leo G © 236-4781
 4958 Swatzell Jack C © 236-9367
 5035 Westwood Lutheran Church 722-5035
 Rear Franzen Norman N Rev 362-7630
 5050 Westwood Christian Church 262-1308
 5123 Bard Melvern O © 722-4805
 W 51ST INTERSECTS
 JOHNSON DR INTERSECTS

RAINBOW BLVD 1968

4807 NO RETURN
 BSMT NO RETURN
 4807½ NO RETURN
 4809 CRNIC WM R RA2-5492
 4809½ HORD ROGER L
 ---W 48TH ST TER INTERSECTS
 4812 JOHNSON UPHOLSTERY HE2-1800
 4820 RAINBOW SKELLY SERVICE
 RA2-9746
 4824 SEAVEY & FLARSHEIM BROKERAGE
 CO FOOD BROKER AD6-7504
 4830 FISCA OIL CO INC GAS STA
 AD6-8660
 ---W 49TH INTERSECTS
 4920 WITTLINGER FREDK CO2-1831
 4940 MEIER MAX R ● RA2-5781
 4950 SIEVE LEO G ● AD6-4781
 4956 GULLEY LOUISE MRS AD6-6544
 4958 SWATZELL JACK C ● AD6-9367
 5010 ELLIS FRED D ● RA2-3153
 5035 WESTWOOD LUTHERAN CHURCH
 RA2-5035
 REAR FRANZEN NORMAN W REV RA2-6320
 5050 WESTWOOD CHRISTIAN CHURCH
 CO2-1308
 5123 BARD MELVERN D ● RA2-4805
 ---W 51ST INTERSECTS
 5145 NO RETURN
 5150 MILROY MICHL HE2-0839
 5154 EISENHOWER D HE2-4995
 ---JOHNSON DR INTERSECTS



-

RAINBOW BLVD 1963

4803 Stevens Melvin S ☉ SK1-0496
 Jeys Vernon SK1-2480
 4804 Beck Joseph P
 4805 Meinert Robt E SK1-0993
 bsmt Peterson Steve Rev KE2-0077
 rear Palmer Marjorie SK1-1722
 Richert Fern SK1-1722
 4807 Stadler Larry A
 bsmt Blume Darrell
 4807 ½ No Return
 4809 Altis James P SK1-3766
 4809 ½ Lewis Richd L SK1-4370
W 48th Street ter intersects
 4810 Olds Donald ☉
 4812 Marshall's of Kansas City furn
 KE2-1855
 4820 Rainbow Skelly Serv gas sta
 KE2-0089
 4824 No Return
W 49th intersects
 4920 Scoles Robt G SK1-1605
 4940 Meier Max R ☉ SK1-0781
 4950 Sieve Leo G ☉ SK1-7181
 4956 Stadler Mary E SK1-0549
 4958 Swatzell Jack C ☉ SK1-1367
 5000 Hutchings Frank E ☉ trucking
 SK1-1398
 5010 Ellis Fred D ☉ SK1-3153
 5035 Westwood Luth Ch SK1-1320
 rear Jensen Gilbert A Rev SK1-1320
 5050 Westwood Christian Ch SK1-1308
W 51st intersects
 5123 Bard Melvern O ☉ SK1-2815
 5145 Smirnoff Vadin
 5150 Kavanaugh Patk L SK1-4815
 5154 Vacant
 5156 Hugi Fred J ☉ SK1-1726
 5158 Gough Joe D TA2-6927
Johnson dr intersects

11



816-221-1000 MAIN
816-221-1018 FAX
GILMOREBELL.COM

GILMORE & BELL PC
2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521

ST. LOUIS
WICHITA
OMAHA | LINCOLN

April 9, 2014

City of Westwood, Kansas
Westwood, Kansas

Security Bank of Kansas City
Kansas City, Kansas

Re: Taxable Lease Purchase Agreement dated as of April 1, 2014 (the "Lease"), between Security Bank of Kansas City, as lessor (the "Bank"), and the City of Westwood, Kansas, as lessee (the "City")

Ladies and Gentlemen:

As counsel to the City, we have examined (a) the above-referenced Lease; and (b) the Site Lease dated as of April 1, 2014 (the "Site Lease"), between the City, as site lessor, and the Bank, as site lessee (together, the "Lease Documents"), and such other opinions, documents and matters of law, as we have deemed necessary in connection with the Lease. Based on the foregoing, we are of the following opinions under existing law:

1. The City is a duly organized political subdivision of the State of Kansas.
2. The City has the requisite power and authority to acquire the Project (as defined in the Lease) and to execute and deliver the Lease Documents and to perform its obligations thereunder. The Lease Documents have been duly authorized, approved and executed by and on behalf of the City, and the Lease Documents constitute legal, valid and binding obligations of the City enforceable in accordance with their respective terms.

The above opinion is for the sole benefit of the addressees above. We have not been engaged or undertaken to review any State of Kansas or federal tax matters related to the Lease or the transaction contemplated thereby.

The rights of the Bank and the enforceability of the Lease may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

12

RECORDING MEMORANDUM
RELATING TO
\$425,000
TAXABLE LEASE PURCHASE AGREEMENT
DATED AS OF APRIL 1, 2014, BETWEEN
SECURITY BANK OF KANSAS CITY, AS LESSOR
AND THE
CITY OF WESTWOOD, KANSAS, AS LESSEE

Closing Date: April 9, 2014

Real Estate Recordings

The following documents were recorded in the Office of the Register of Deeds of Johnson County, Kansas, as follows:

<u>Document</u>	<u>Date</u>	<u>Recording Information</u>
1. Corporation Warranty Deed	04/10/2014	20140410-0002898 (Lots 13 and 14)
2. Corporation Warranty Deed	04/10/2014	20140410-0002900 (Lot 12)
3. Corporation Warranty Deed	04/10/2014	20140410-0002902 (Lot 8)
4. Memorandum of Site Lease	04/10/2014	20140410-0002904
3. Memorandum of Taxable Lease Purchase Agreement	04/10/2014	20140410-0002905

#

THIRD AMENDED TAXABLE LEASE PURCHASE AGREEMENT

between

SECURITY BANK OF KANSAS CITY

and

CITY OF WESTWOOD, KANSAS

Dated as of January 1, 2023

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THIRD AMENDED TAXABLE LEASE PURCHASE AGREEMENT

THIS THIRD AMENDED TAXABLE LEASE PURCHASE AGREEMENT (the “Third Amended Lease”), dated as of January 1, 2023, is entered into between **SECURITY BANK OF KANSAS CITY**, a state banking corporation organized and existing under the laws of the State of Kansas (the “Lessor”), and the **CITY OF WESTWOOD, KANSAS**, a City of the third class duly created, organized and existing under the laws of the State of Kansas (the “Lessee”), amending and supplementing the Taxable Lease Purchase Agreement dated as of April 1, 2014, between the Lessor and the Lessee, as previously amended and supplemented (collectively, the “Original Lease”).

WITNESSETH:

WHEREAS, the Lessee and the Lessor have entered into a Site Lease dated as of April 1, 2014 (the “Site Lease”), pursuant to which the Lessee has leased to the Lessor certain real property (the “Real Property”) as described on **Schedule 1** hereto; and

WHEREAS, the Lessee and the Lessor have entered into the Original Lease, pursuant to which the Lessor has leased the Real Property to the Lessee, subject to the terms and conditions and for the purposes set forth in the Original Lease; and

WHEREAS, the Lessor desires to continue to lease the Real Property to the Lessee, all subject to the terms and conditions and for the purposes set forth in the Original Lease, as amended and supplemented by this Third Amended Lease; and

WHEREAS, the Lessee is authorized under the constitution and laws of the State of Kansas to enter into this Third Amended Lease for the purposes set forth herein; and

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise specifically requires or indicates to the contrary, all capitalized words and terms used in this Third Amended Lease shall have the meanings set forth in **Section 1.1** of the Original Lease, except provided that the following terms are hereby amended to have the following meanings:

“**Lease**” means the Original Lease, as amended and supplemented by this Third Amended Lease.

“**Lease Term**” means April 1, 2014 to February 1, 2026.

“**Original Lease**” means the Taxable Lease Purchase Agreement, dated as of April 1, 2014, between the Lessor, as lessor, and the Lessee, as lessee, as amended and supplemented from time to time in accordance with its terms.

“Third Amended Lease” means this Third Amended Taxable Lease Purchase Agreement, dated as of January 1, 2023, between the Lessor, as lessor, and the Lessee, as lessee, as amended and supplemented from time to time in accordance with its terms and the terms of the Original Lease.

Section 1.02. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The words “herein,” “hereby,” “hereunder,” “hereof,” “hereto,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Lease and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article, section, exhibit, schedule or appendix shall be construed to be a reference to the specified article or section hereof or exhibit, schedule or appendix hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the words “including,” such listing is not intended to be a listing that excludes items not listed.

The section and article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 1.03. Execution of Counterparts. This Third Amended Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

Section 1.04. Severability. If any provision of this Third Amended Lease shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Third Amended Lease contained shall not affect the remaining portions of this Third Amended Lease, or any part thereof.

Section 1.05. Governing Law. This Third Amended Lease shall be governed by and construed in accordance with the laws of the State of Kansas.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the Lessee. The Lessee hereby ratifies and confirms the representations, warranties and covenants set forth in **Section 2.1** of the Original Lease, and in addition, makes the following representations as the basis for its undertakings herein:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter the Third Amended Lease and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) The lease of the Project by Lessor to Lessee, as provided in the Site Lease, the Original Lease, and this Third Amended Lease, is necessary, desirable and in the public interest, and Lessee hereby declares its current need for the Project.

(c) Lessee has duly authorized the execution and delivery of this Third Amended Lease by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Third Amended Lease.

(d) Neither the execution and delivery of this Third Amended Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessee is a party or by which Lessee is bound.

(e) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the authorization or the power or authority of Lessee to enter into this Third Amended Lease or the validity or enforceability thereof or which, if adversely determined, would adversely affect the transactions contemplated by this Third Amended Lease or the interest of Lessor or its assigns under this Third Amended Lease.

(f) Lessee has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Lessee's interests in any property now or hereafter included in the Project will be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by the Site Lease, the Original Lease, and this Third Amended Lease.

(g) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(h) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current Fiscal Year to make the Rental Payments scheduled to come due, and such funds have not been expended for other purposes.

(i) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(j) Lessee has complied, or will comply, with such public bidding requirements as may be applicable to this Third Amended Lease or the transactions contemplated therein.

(k) During the Lease Term, the Project will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

(l) The capital cost that would be required to purchase the Project if paid for by cash would be \$425,000.

(m) The annual average effective interest cost of this Lease is 7.00% per annum as set forth on **Exhibit A**.

(n) No amount is included in Rental Payments (assuming continuation of this Lease through the Maximum Lease Term) for service, maintenance, insurance and other charges exclusive of capital cost and interest.

ARTICLE III

AMENDMENTS TO THE ORIGINAL LEASE

Section 3.01. Amendment to Exhibit A of Original Lease. The schedule of Rental Payments set forth in **Exhibit A** to the Original Lease is hereby deleted and the schedule set forth in **Exhibit A** hereto is hereby substituted in lieu thereof.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Effect of this Third Amended Lease. The provisions of the Original Lease, including without limitation the representations, warranties and covenants included therein, are hereby ratified and confirmed as hereby modified and amended, and the respective rights, duties and obligations under the Lease of the Lessee and the Lessor shall hereafter be determined, exercised and enforced under the Lease subject in all respects to such modification and amendment, and the terms and conditions of this Third Amended Lease shall be deemed to be part of the terms and conditions of the Original Lease for any and all purposes.

Section 4.02. Binding Effect. This Third Amended Lease shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Third Amended Lease to be executed in their names by their duly authorized representatives as of the date first above written.

SECURITY BANK OF KANSAS CITY, as Lessor

By: [Signature]
Name: Brandon Moeller
Title: Assistant Vice President

ACKNOWLEDGMENT

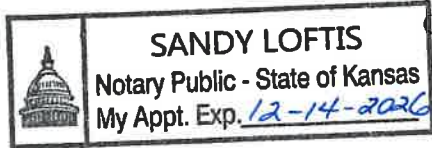
STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

On this 17th day of January, 2023, before me, the undersigned, a Notary Public, appeared Brandon Moeller, who being before me duly sworn did say that he is a Assistant Vice President of SECURITY BANK OF KANSAS CITY, a state banking corporation organized under the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the seal of said Bank, and that said instrument was signed and sealed on behalf of said Bank by authority of its Board of directors, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said Bank.

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

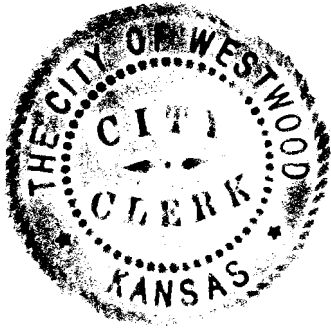
[Signature]
Printed Name: Sandy Loftis

Notary Public in and for said State
Commissioned in Wyandotte County



(SEAL)

My commission expires:



(SEAL)

CITY OF WESTWOOD, KANSAS, as Lessee

By: [Signature]
David E. Waters, Mayor

ATTEST:

[Signature]
Leslie Herring, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On this 18th day of January, 2023, before me, the undersigned, a Notary Public, appeared David E. Waters, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF WESTWOOD, KANSAS**, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said Lessee, and that said instrument was signed and sealed in behalf of said Lessee by authority of its Governing Body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said Lessee.

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

[Signature]
Printed Name: Abby Lynne Schneweis

Notary Public in and for said State
Commissioned in Johnson County

(SEAL)



My commission expires: January 19, 2025

SCHEDULE 1

REAL PROPERTY

Tract I:

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas.

Tract II:

All that part of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas described as follows: Beginning at the Northeast corner of said Lot 12; thence Southeasterly, along the Easterly line of said Lot 12, to the Southeast corner thereof; thence Southwesterly, along the Southerly line of said Lot 12, a distance of 16.87 feet; thence Northwesterly, to the Point of Beginning.

Tract III:

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes;

EXCEPT All that part of the East 286.58 feet of the North half of Lot 8, HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.

EXHIBIT A

SCHEDULE OF BASIC RENT PAYMENTS

<u>Rental Payment Date</u>	<u>Total Rental Payment</u>	<u>Principal Portion</u>	<u>Interest Portion</u>	<u>Purchase Price</u>
4/9/2014		--		\$425,000.00
8/1/2014	\$5,222.78	--	\$5,222.78	425,000.00
2/1/2015	8,393.75	--	8,393.75	425,000.00
8/1/2015	8,393.75	--	8,393.75	425,000.00
2/1/2016	8,393.75	--	8,393.75	425,000.00
8/1/2016	8,393.75	--	8,393.75	425,000.00
2/1/2017	8,393.75	--	8,393.75	425,000.00
8/1/2017	8,393.75	--	8,393.75	425,000.00
2/1/2018	8,393.75	--	8,393.75	425,000.00
8/1/2018	8,393.75	--	8,393.75	425,000.00
2/1/2019	8,393.75	--	8,393.75	425,000.00
8/1/2019	8,393.75	--	8,393.75	425,000.00
2/1/2020	108,393.75	\$100,000.00	8,393.75	325,000.00
8/1/2020	6,418.75	--	6,418.75	325,000.00
2/1/2021	6,418.75	--	6,418.75	325,000.00
8/1/2021	6,418.75	--	6,418.75	325,000.00
2/1/2022	6,418.75	--	6,418.75	325,000.00
8/1/2022	6,418.75	--	6,418.75	325,000.00
2/1/2023	56,418.75	50,000.00	6,418.75	275,000.00
8/1/2023	9,625.00	--	9,625.00	275,000.00
2/1/2024	9,625.00	--	9,625.00	275,000.00
8/1/2024	9,625.00	--	9,625.00	275,000.00
2/1/2025	9,625.00	--	9,625.00	275,000.00
8/1/2025	9,625.00	--	9,625.00	275,000.00
2/1/2026	284,625.00	275,000.00	9,625.00	--

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, as of _____, 2023, that **CITY OF WESTWOOD, KANSAS**, a political subdivision organized and existing under the laws of the State of Kansas ("**Seller**"), for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration paid by **KARBANK HOLDINGS LLC**, a Delaware limited liability company ("**Buyer**"), the receipt and sufficiency of which are hereby acknowledged, does hereby quitclaim, bargain, sell, transfer, assign and set over unto Buyer all of Seller's right, title and interest in and to the fixtures and any other personal property (the "Personalty") incorporated into and comprising part of certain real property and improvements located on the following parcels of real property:

Tax Property ID	RP63000001 0001
Situs Address	5000 RAINBOW BLVD
Tax Property ID	RF251203-3060
Situs Address	Not Available
Tax Property ID	RP27000000 0008D
Situs Address	Not Available
Tax Property ID	RP30000001 0012B
Situs Address	5050 RAINBOW BLVD

SELLER: CITY OF WESTWOOD, KANSAS

By: _____
Name and Title:

Option Agreement between Shawnee Mission School District and the City of Westwood

This Option Agreement ("Option") is made as of the date last executed below, between Shawnee Mission Unified School District No. 512 ("Optionor") and the City of Westwood ("Optionee") under the terms of this Option.

Whereas Optionee cooperated with Optionor in Optionor's procurement and planned use of a parcel of real estate, and

Whereas Optionee's cooperation facilitated and made possible Optionor's negotiated purchase of the parcel of real estate,

Optionor and Optionee agree to the following terms:

1. **Option to Purchase and Purchase Price.** In consideration of Ten Dollars (\$10.00), receipt of which is acknowledged, Optionor does hereby provide Optionee an Option to Purchase the real estate commonly known as 4935 Belinder Ave as depicted on Exhibit A, Westwood, Kansas ("Real Estate Tract 1"), as further described below, and/or real estate commonly known as the Westwood View School property as depicted on Exhibit B hereto which is inclusive of property commonly known as 2511 W. 50th Street, Westwood, Kansas ("Real Estate Tract 2"), on the terms and conditions hereinafter set forth. Said sum of Ten Dollars (\$10.00) shall not be credited on the purchase price hereinafter mentioned.

2. **Purchase Price.** In the event Optionor elects to sell the Real Estate Tract 1 and/or Tract 2 and Optionee desires to exercise this Option, the purchase price shall be determined as follows:

a. **Right of First Refusal.** Upon Optionor's receipt of a *bona fide* offer to purchase Real Estate Tract 1 and/or Tract 2, Optionor shall notify Optionee in writing within five

(5) days of receipt of the offer of all material terms of the offer and further advising of Optionor's intent to accept the offer should the Optionee decline to exercise its Right of First Refusal ("ROFR"). Optionee shall have ten (10) days following receipt of the ROFR notice from Optionor to exercise its ROFR on the same material terms as are stated within the *bona fide* offer and in conformance with paragraph 4 below. Following exercise of the option, the parties shall have ten (10) more days to reduce their agreement relating to the sale of Real Estate Tract 1 and/or 2 into a binding real estate sales contract; or,

b. **Option in Absence of Bona Fide Offer.** In the absence of any *bona fide* offer to purchase the Real Estate Tract 1 and/or Tract 2 from a third party, Optionee may purchase the property at the value of the Real Estate Tract 1 and/or Tract 2 as stated within a certified appraisal conducted by an appraiser mutually agreeable between the parties.

3. **Term.** This offer shall be continuing and irrevocable for a period of five (5) years following the execution of this agreement with the option to renew at the end of the term. That renewal will require agreement by both parties in the form of a renewal addendum to this agreement. The Optionee shall have the exclusive and absolute power to accept this offer on or before said hour and day; but if said offer shall not be accepted as herein provided it shall forthwith terminate, the Optionee shall have no further rights hereunder, and the consideration paid therefor shall be retained by the Optionor. Time shall be of the essence as to the exercise of this option.
4. **Exercise of Option.** To accept said offer and purchase said property, Optionee shall signify and declare such election and acceptance by delivery of written notice thereof to Optionor. Upon delivery of said notice, the parties shall reduce their agreement relating to sale of the Real Estate Tract 1 and/or Tract 2 into a sales contract within ten (10) days.
5. **Description of Property.** Real Estate Tract 1 which is the subject of this Option is commonly known as 4935 Belinder Ave, Westwood, Kansas, as depicted on Exhibit A, and all attached fixtures thereon:

A parcel of land in the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 12 South, Range 25 East of the Sixth Principal Meridian, in the City of Westwood, Johnson County, Kansas, described as follows: Beginning at a point 172 feet North of the Southwest Corner of said Southeast 1/4 of the North east 1/4 of the said Section 3, running thence North 492.2 feet; thence East 575 feet, thence South 492.2 feet; thence West 575 feet to the place of Beginning, subject to that part in road.

Real Estate Tract 2 which is the subject of this Option includes all of that property depicted on Exhibit B hereto which is inclusive of that property commonly known as 2511 W. 50th Street, Westwood, Kansas, and all attached fixtures thereon.

6. **Payment of Purchase Price.** Optionee shall pay the Purchase Price in the amount described in Paragraph 2, in addition to the amount paid for this Option, to the Optionor in the form of cashier's check payable to Optionor at the time for closing upon the property as prescribed by the real estate contract to be entered into by the parties following exercise of the Option.
7. **General Warranty Deed.** The property shall be conveyed by general warranty deed free and clear of all liens, except as herein provided.
8. **Successors and Assigns.** This Option shall be binding upon the successors and assigns of the Optionor, and insure to the successors and assigns of the Optionee and if accepted be binding upon them.
9. **Acknowledgement and Signatures.** The parties hereto acknowledge that they have each read and agreed to the terms and conditions of this Agreement, and they each understand it will become legally binding upon each of them by their signing below.

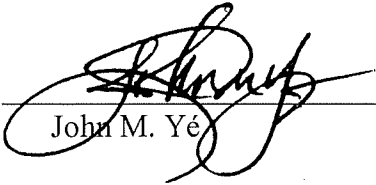
Optionor

Optionee

Date: 2-22-19

Date: January 10, 2019

By: 
BRAD STRATTON

By: 
John M. Ye

Title: Board President

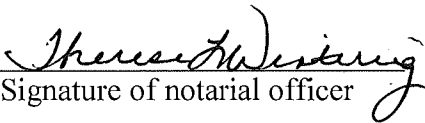
Title: Mayor, City of Westwood, Kansas

Acknowledgement

State of Kansas)
) ss.
County of Johnson)

This instrument was acknowledged before me on February 22, 2019, by
Date

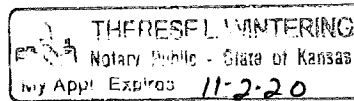
JOHN M. YE
Brad Stratton
Optionor


Signature of notarial officer

Clerk of the Board
Title

My appointment expires on:

11-2-20



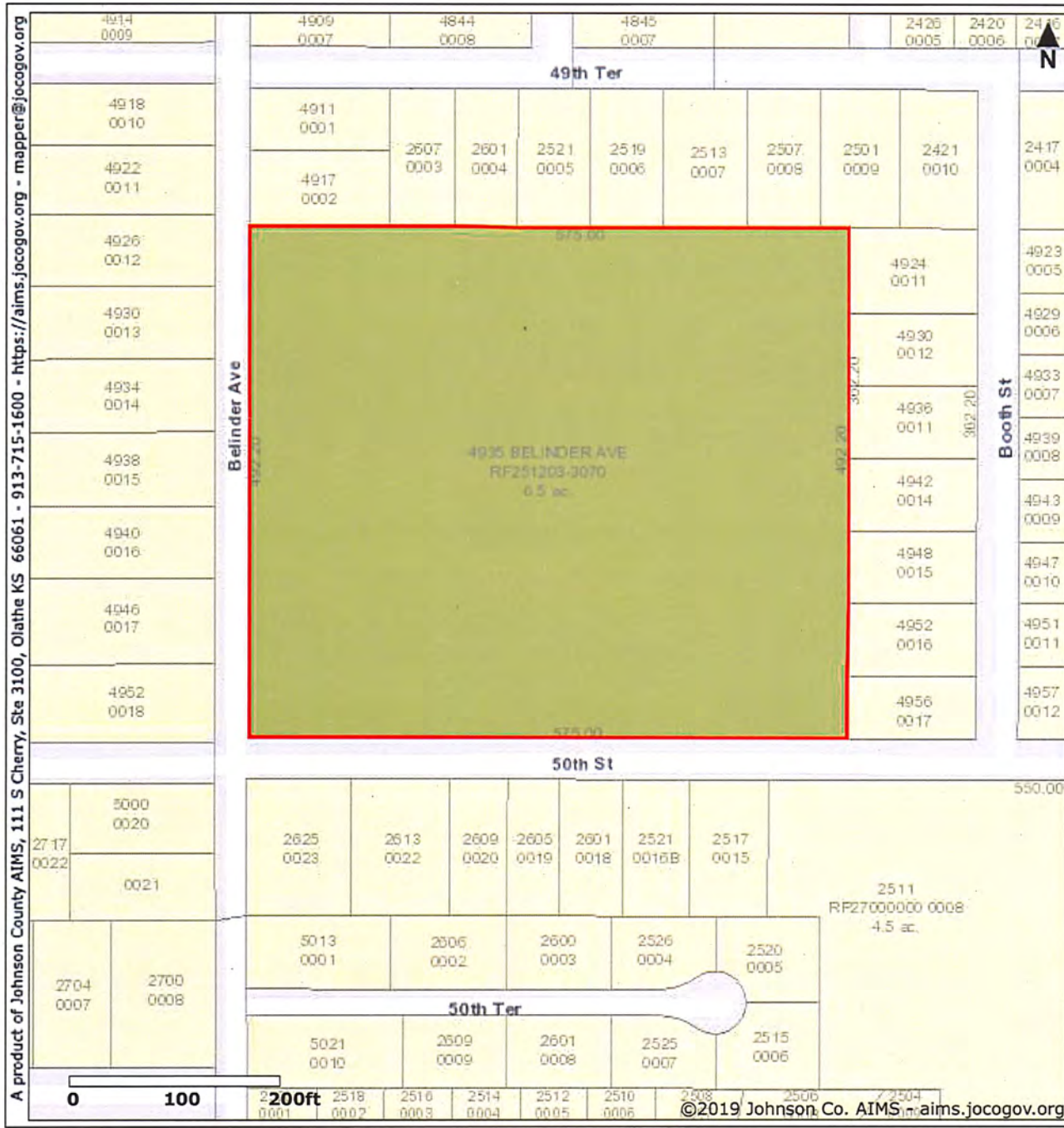
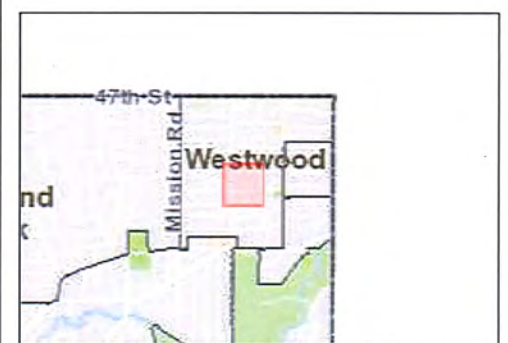


Exhibit A

4935 Belinder Ave property

LEGEND



Disclaimer: No person shall sell, give, reproduce, or receive for the purpose of selling or offering for sale, any portion of the data provided herein. Johnson County makes every effort to produce and publish the most current and accurate information possible. Johnson County assumes no liability whatsoever associated with the use or misuse of such data, and disclaims any representation or warranty as to the accuracy and currency of the data.



1/9/2019

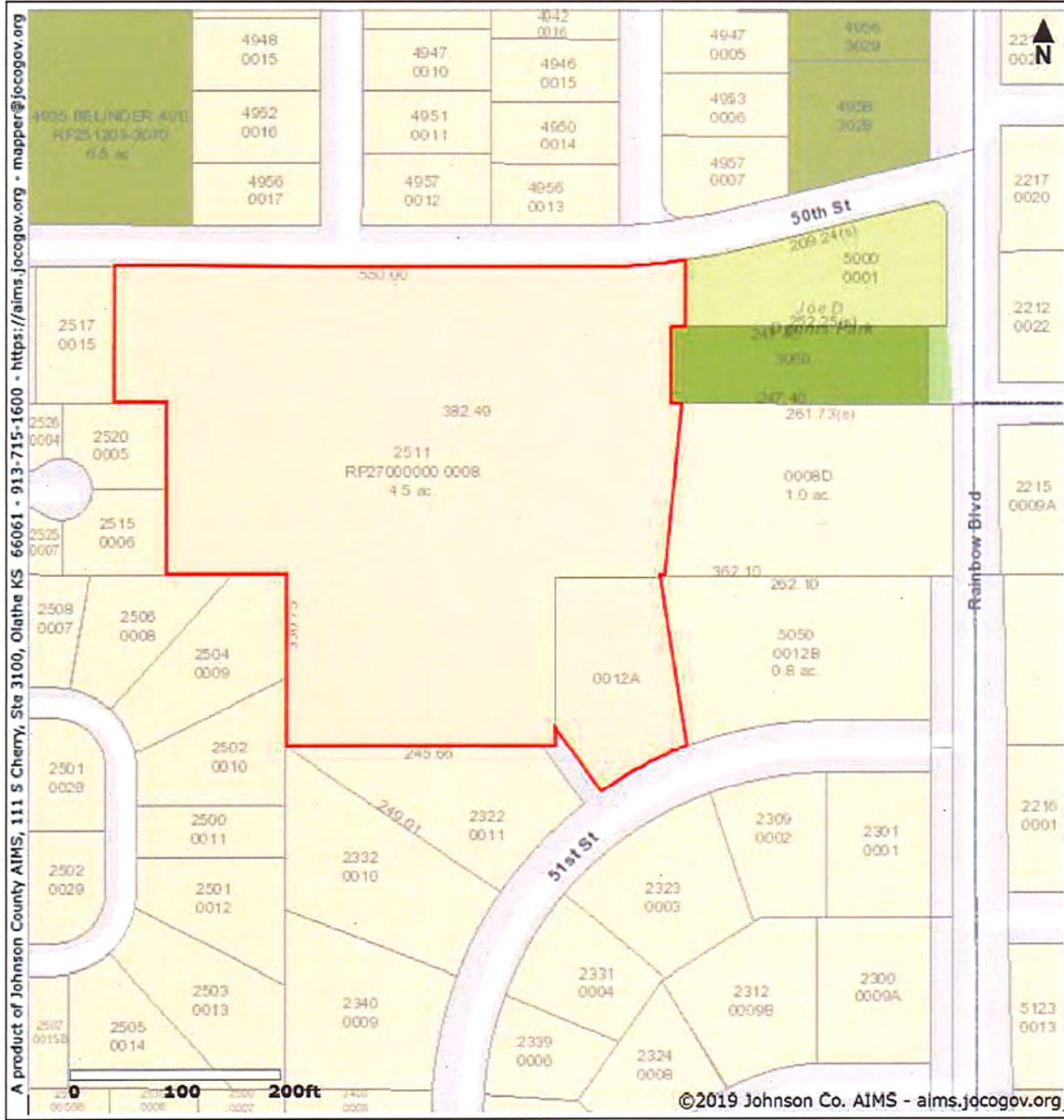
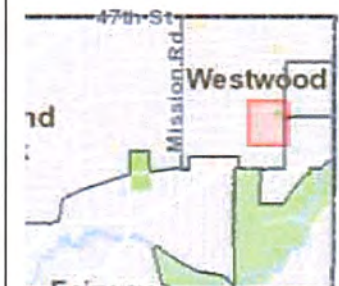


Exhibit B

2511 W. 50th Street property

LEGEND



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JOHNSON COUNTY
 AIMS GIS & Mapping KANSAS

1/9/2019

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CUSTOMER RECEIPT - RECORDING SERVICES

Receipt Number: T20190008546 Customer: FREDERICK L SHERMAN
(913) 558-8701

Date/Time: 2/28/2019 9:05:26 AM

Method Received: Front Counter

Clerk: Coday

TRANSACTION DETAILS

Instrument Number	Instrument Type	Book Page	Gen Fee	Tech. Fee	Copy	Certified	Copy Fee	#Pgs	Consideration	Subtotal
201902280005643	Other	201902 005643	\$82.00	\$24.00	N	N	\$0.00	6	\$0.00	\$106.00

Disposition: NO DISPOSITION

<u>First Party Name</u>	<u>Second Party Name</u>
SHAWNEE MISSION SCHOOL DISTRICT	CITY OF WESTWOOD

PAYMENT INFORMATION

<u>Method of Payment</u>	<u>Payment Control ID</u>
Check Payment	4008

Authorized Agent

Total Payments:

Trans Total: \$106.00

AMOUNT PAID:	\$106.00
LESS AMOUNT DUE:	\$106.00
CHANGE RECEIVED:	\$0.00

Space above reserved for Register of Deeds Certification

TITLE OF DOCUMENT: Memorandum of Contract

DATE OF DOCUMENT: as of June 8, 2023

BUYER: KARBANK HOLDINGS, LLC

BUYER'S ADDRESS: 2000 Shawnee Mission Parkway,
Ste. 400, Mission Woods, KS
66205

SELLER: CITY OF WESTWOOD, KANSAS

SELLER'S ADDRESS: 4700 Rainbow Blvd., Westwood,
KS 66205

LEGAL DESCRIPTION: Exhibit "A" annexed hereto

REFERENCES: None

MEMORANDUM OF CONTRACT

NAME AND ADDRESS OF BUYER: KARBANK HOLDINGS, LLC, 2000 Shawnee Mission Pkwy., Ste. 400, Mission Woods, KS 66205 (“Buyer”)

NAME AND ADDRESS OF SELLER: CITY OF WESTWOOD, KANSAS, 4700 Rainbow Blvd., Westwood, KS 66205 (“Seller”)

DATE OF CONTRACT: as of June 8, 2023.

DESCRIPTION OF PROPERTY: That certain Real Estate Purchase Agreement, dated as of June 8, 2023 (the “Contract”), between Buyer and Seller, concerns the real property (the “Property”) described on **Exhibit “A”** annexed hereto.

MEMORANDUM OF CONTRACT ONLY: This instrument is intended only to convey notice of the Contract, which concerns the sale and purchase of the Property by Seller to Buyer. This memorandum shall not be construed to change, vary, modify or interpret any of the terms or conditions of the Contract. The Contract sets forth the terms and conditions of the rights contained therein, and reference should be made to the Contract for such terms and conditions.

[signatures commence on the following page]

IN WITNESS WHEREOF, Buyer and Seller have each caused this Memorandum of Contract to be executed and acknowledged as of June 8, 2023.

CITY OF WESTWOOD, KANSAS
as Seller

By: _____
David E. Waters, Mayor

Date: _____

ATTEST:

By: _____
Abby Schneweis, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Ryan B. Denk, City Attorney

Date: _____

KARBANK HOLDINGS, LLC
as Buyer

By: _____

Date: _____

Printed Name: _____

Title: _____

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this ____ day of ____, 2023, before the undersigned, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared **DAVID E. WATERS**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as his act and deed in his capacity as Mayor of the City of Westwood Kansas, as the act and deed of such city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public within and for said County and State

My commission expires _____

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

On this ____ day of ____, 2023, before the undersigned, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that ____ executed the same as ____ act and deed in ____ capacity as a _____ of **Shawnee Mission School District #512**, as the act and deed of such school district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public within and for said County and State

My commission expires _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

TRACT 1:

THE WEST TWO HUNDRED FIFTY-EIGHT AND ONE-TENTH (258.1) FEET OF THE SOUTH HALF (1/2) OF LOT EIGHT (8), HOMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, IN JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

AND ALSO:

THE NORTH HALF OF LOT 8, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS EXCEPT THE EAST 286.58 FEET THEREOF, AND THE WEST 258.1 THEREOF.

AND ALSO:

ALL THAT PART OF THE EAST 286.58 FEET OF THE NORTH 1/2 OF LOT 8, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE AND 286.58 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH, ALONG A LINE 286.58 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 8, A DISTANCE OF 165.39 FEET, TO THE SOUTH LINE OF THE N 1/2 OF SAID LOT 8; THENCE EAST, ALONG THE SOUTH LINE OF THE N 1/2 OF SAID LOT 8, A DISTANCE OF 1.28 FEET, TO THE NORTHEAST CORNER OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS; THENCE NORTHEASTERLY, TO A POINT ON THE NORTH LINE AND 271.28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 15.30 FEET, TO THE POINT OF BEGINNING.

EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS AND PUBLIC RIGHTS OF WAY.

TRACT 2:

ALL OF LOTS 4 THROUGH 14, BOTH INCLUSIVE, BLOCK 1, SWATZELL ADDITION, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS.

TRACT 3:

THE EAST 112.3 FEET OF THE NORTH HALF OF LOT 9, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS.

TRACT 4:

ALL OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, EXCEPT THE FOLLOWING TRACT OF LAND:

ALL THAT PART OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION OF LAND IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTHEASTERLY, ALONG THE EASTERLY LINE OF SAID LOT 12, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY, ALONG THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 16.87 FEET THENCE NORTHWESTERLY, TO THE POINT OF BEGINNING.

COUNCIL ACTION FORM

Meeting Date: June 8, 2023

Staff Contact: Leslie Herring, City Administrator

Agenda Item: Consider Passing Resolution No. 118-2023 Waiving the GAAP Requirement for Financial Reporting

Background/Description of Item

The State of Kansas requires audits for cities and their financial statements be based on Generally Accepted Accounting Principles (GAAP), which has proven to be a very cumbersome and expensive accounting standard to comply with for smaller municipalities.

The provisions of K.S.A. 75-1120A(A) do allow for cities to adopt the Cash Receipts and Disbursements method of accounting for the audit, where the audit testing procedures remain the same and it allows cities to report an audit based on the annual budget cycle.

Staff Comments/Recommendation

As has been the past practice of the City of Westwood, waiving the requirements of GAAP principles during the annual financial audit is recommended to allow for a more straightforward auditing process.

Budget Impact

None

Suggested Motion

I move to approve Resolution No. 118-2023 waiving the requirements of K.S.A. 75-1120A(A) as they apply to the City of Westwood for the fiscal year that ended December 31, 2022.

CITY OF WESTWOOD, KANSAS

RESOLUTION NO. 118-2023

**A RESOLUTION OF THE CITY OF WESTWOOD, KANSAS,
WAIVING THE REQUIREMENTS OF K.S.A. 75-1120A(A) AS THEY APPLY TO
THE CITY OF WESTWOOD FOR THE YEAR ENDED DECEMBER 31, 2022.**

WHEREAS the City of Westwood, Kansas, has determined that the financial statements and financial reports for the year ended December 31, 2022 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Governing Body or the members of the general public of the City of Westwood, and

WHEREAS there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with. K.S.A. 75-1120a(a) for the year ended December 31, 2022.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the City of Westwood, Kansas, in regular meeting duly assembled this 8th day of June, 2023 that the Governing Body waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Westwood for the year ended December 31, 2022.

BE IT FURTHER RESOLVED that the Governing Body shall cause the financial statements and financial reports of the City of Westwood to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

This resolution shall take effect and be in force from and after its adoption by the Governing Body.

PASSED by the Governing Body of the City of Westwood, Kansas and approved by the Mayor this 8th day of June, 2023.

David E. Waters, Mayor

ATTEST:

Abby Schneweis, City Clerk

APPROVED AS TO FORM:

Ryan B. Denk, City Attorney

COUNCIL ACTION FORM

Meeting Date: June 8, 2023

Staff Contact: Leslie Herring City Administrator

Agenda Item: Receive Presentation of 2022 Independent Financial Audit

Background/Description of Item

Higdon & Hale CPAs, PC has completed the 2022 financial audit. Copies of the final report are included in your packet.

City Auditor John Martin will be present at the meeting to review the report and answer any questions you may have regarding the final 2022 financial audit report.

Staff Comments/Recommendation

Staff had no issues during the audit process and recommends the Governing Body review the audit and ask questions of any points of concern or particular interest. No formal action is needed, this is a presentation item.

Budget Impact

N/A

Suggested Motion

No action necessary.

City of Westwood, Kansas
Independent Audit Report
December 31, 2022

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INDEPENDENT AUDITOR'S REPORT

The Mayor and City Council
City of Westwood, Kansas

We have audited the accompanying fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash balances of the City of Westwood, Kansas, (The City) as of and for the year ended December 31, 2022 and the related notes to the financial statement.

Adverse Opinion on U.S. Generally Accepted Accounting Principles

In our opinion, because of the significance of the matter discussed in the "Basis of Adverse and Unmodified Opinions" section of our report, the accompanying financial statement referred to above does not present fairly, in conformity with accounting principles generally accepted in the United States of America, the financial position of the City as of December 31, 2022, or the changes in financial position and cash flows thereof for the year then ended.

Unmodified Opinion on Regulatory Basis of Accounting

In our opinion, the accompanying financial statement referred to above presents fairly, in all material respects, the aggregate cash and unencumbered cash balance of the City as of December 31, 2022, and the aggregate receipts and expenditures for the year then ended in accordance with the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide* described in Note 1.

Basis for Adverse and Unmodified Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), and the *Kansas Municipal Audit and Accounting Guide*. Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statement" section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our adverse and unmodified opinions.

Matter Giving Rise to Adverse Opinion on U.S. Generally Accepted Accounting Principles

As discussed in Note 1 of the financial statement, the financial statement is prepared by the City on the basis of the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide*, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The effects on the financial statement of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of this financial statement in accordance with the *Kansas Municipal Audit and Accounting Guide* as described in Note 1; this includes determining that the regulatory basis of accounting is an acceptable basis for the preparation of the financial statement in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for

twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with GAAS, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash balances (basic financial statement) as a whole. The summary of regulatory basis expenditures-actual and budget and individual fund schedules of regulatory basis receipts and expenditures-actual and budget (Schedules 1 and 2 as listed in the table of contents) are presented for analysis and are not a required part of the basic financial statement, however, are required to be presented under the provisions of the *Kansas Municipal Audit and Accounting Guide*. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statement. The information has been subjected to the auditing procedures applied in the audit of the basic financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statement or to the basic financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statement as a whole, on the basis of accounting described in Note 1.

Certified Public Accountant
Overland Park, KS
June 8, 2023

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City of Westwood Kansas
 Summary Statement of Cash Receipts, Expenditures and Unencumbered Cash
 Regulatory Basis
 For the Year Ended December 31, 2022

Funds	Beginning Unencumbered Cash Balance	Release of Prior Year Encumbrances	Cash Receipts	Expenditures	Ending Unencumbered Cash Balance	Outstanding Encumbrances and Accounts Payable	Ending Cash Balance
General Fund	\$ 1,103,873	\$ (38,802)	\$ 3,027,757	\$ 2,712,480	\$ 1,380,348	\$ 169,814	\$ 1,550,162
Woodside TIF	381,142	-	669,241	593,071	457,312	-	457,312
Capital Improvements	380,357		1,001,787	1,695,556	(313,412)	11,175	(302,237)
Equipment Reserve	245,440		70,700	164,652	151,488	2,663	154,151
Special Highway	118,219	-	60,565	73,126	105,658	15,000	120,658
GO Bond Fund	145,755		249,788	225,201	170,342	-	170,342
Storm Water Fund	167,572	(3,228)	182,551	164,872	182,023	-	182,023
Total Reporting Entity	\$ 2,542,358	\$ (42,030)	\$ 5,262,389	\$ 5,628,958	\$ 2,133,759	\$ 198,652	\$ 2,332,411

COMPOSITION OF CASH

General Fund - 1st National Bank	\$ 2,292,203
Bond Deposit Account - 1st National Bank	\$ 38,152
Westwood Village - 1st National Bank	\$ 9
Petty Cash	\$ 2,047
	<u>\$ 2,332,411</u>

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Item E. Section X, Item

The notes to the financial statement are an integral part of this statement.

Summary of Significant Accounting Policies

Note 1 – Reporting Entity

The City of Westwood, Kansas is a municipal corporation governed by an elected Mayor and five-member council. These financial statements present the City of Westwood, Kansas and do not include the Westwood Foundation as a related municipal entity. Separate financial statements on the Westwood Foundation can be obtained from the City Clerk.

The City of Westwood, Kansas for purposes of budgetary comparisons, has offset expenditures (or expenses) by any reimbursements that were received.

Basis of Accounting

Regulatory Basis of Accounting and Departure from Accounting Principles Generally Accepted in the United States of America. The KMAAG regulatory basis of accounting involves the recognition of cash, cash equivalents, marketable investments and certain accounts payable and encumbrance obligations to arrive at a net unencumbered cash and investments balance on a regulatory basis for each fund, and the reporting of changes in unencumbered cash and investments of a fund resulting from the difference in regulatory basis receipts and regulatory basis expenditures for the fiscal year. All recognized assets and liabilities are measured and reported at cost, unless they have been permanently impaired and have no future cash value or represent no future obligation against cash. The KMAAG regulatory basis does not recognize capital assets, long term debt, accrued receivables and payables, or any other assets, liabilities or deferred inflows or outflows, other than mentioned above.

The municipality has approved a resolution that is in compliance with K.S.A. 75-1120a(c), waiving the requirement for application of generally accepted accounting principles and allowing the municipality to use the statutory basis of accounting.

Regulatory Basis Fund Types. In governmental accounting, a fund is defined as an independent fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations. The following types of funds comprise the financial activities of the City.

General Fund – the operating fund used to account for all resources except those required to be accounted for in another fund.

Capital Improvement Fund – Used to account for transfers from the general fund and any taxes that maybe levied for capital improvement projects.

Equipment Reserve Funds – Used to account for transfers from the general fund and subsequent expenditures for equipment purchases

Storm Water Fund - Used to account for revenue received from the Storm Water Utility Fee and subsequent expenditures.

Special Highway Fund – Used to account for revenue received from the State of Kansas for Highway maintenance and repairs.

Woodside TIF-CID Fund – Used to account for tax financing generated by the Woodside redevelopment project.

Debt Service Fund – Used to account for taxes and other revenues used to pay for general obligation debt.

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Note 2 – Budgetary Information

Kansas statutes require that an annual operating budget be legally adopted for the general fund, special revenue funds (unless specifically exempted by statute), debt service funds, and enterprise funds. Although directory rather than mandatory, the statutes provide for the following sequence and timetable in the adoption of the legal annual operating budget:

1. Preparation of the budget for the succeeding calendar year on or before August 1st.
2. Publication in local newspaper on or before August 5th of the proposed budget and notice of public hearing o the budget.
3. Public hearing on or before August 15th, but at least ten days after publication of the notice of hearing.
4. Adoption of the final budget on or before August 25th.

If the City is holding a revenue neutral rate hearing, the budget timeline for adoption of the final budget has been adjusted to on or before September 20th. The City did not hold a revenue neutral hearing for the 2021 budget as this requirement begins with 2022 budget years the City did hold a revenue neutral hearing in relation to the 2022 and 2023 budget year.

The statutes allow for the governing body to increase the originally adopted budget for previously un-budgeted increases in revenue other than ad valorem property taxes. To do this, a notice of public hearing to amend the budget must be published in the local newspaper. At least ten days after publication the hearing may be held and the governing body may amend the budget at that time. There were no such budget amendments for this year.

The statutes permit transferring budgeted amounts between line items within an individual fund. However, such statutes prohibit expenditures in excess of the total amount of the adopted budget of expenditures of individual funds. Budget comparison statements are presented for each fund showing actual receipts and expenditures compared to legally budgeted receipts and expenditures.

All legal annual operating budgets are prepared using the statutory basis of accounting, in which, revenues are recognized when cash is received and expenditures include disbursements, accounts payable, and encumbrances with disbursements being adjusted for prior year's accounts payable and encumbrances. Encumbrances are commitments by the municipality for future payments and are supported by a document evidencing the commitment, such as a purchase order or contract. Any unused budgeted expenditure authority lapses at year-end.

A legal operating budget is not required for capital projects funds, fiduciary funds, permanent funds, and special revenue funds.

Spending in funds which are not subject to the legal annual operating budget requirement is controlled by federal regulations, other statutes, or by the use of internal spending limits established by the governing body.

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Note 3 – Deposits and Investments

K.S.A. 9-1401 establishes the depositories which may be used by the Municipality. The statute requires banks eligible to hold the Municipality’s funds have a main or branch bank in the county in which the Municipality is located, or in an adjoining county if such institution has been designated as an official depository, and the banks provide an acceptable rate of return on funds. In addition, K.S.A. 9-1402 requires the banks to pledge securities for deposits in excess of FDIC coverage. The Municipality has no other policies that would further limit interest rate risk.

K.S.A. 12-1675 limits the Municipality’s investment of idle funds to time deposits, open accounts, and certificates of deposit with allowable financial institutions; U.S. government securities; temporary notes; no-fund warrants; repurchase agreements; and the Kansas Municipal Investment Pool. The Municipality has no investment policy that would further limit its investment choices.

Concentration of credit risk. State statutes place no limit on the amount the Municipality may invest in any one issuer as long as the investments are adequately secured under K.S.A. 9-1402 and 9-1405. The Municipality’s allocation of investments as of December 31, 2022 is as follows:

<u>Investments</u>	<u>Percentage of Investments</u>
First National Bank of Kansas – Demand Deposit Accounts	100.00%

Custodial credit risk – deposits. Custodial credit risk is the risk that in the event of a bank failure, the City’s deposits may not be returned to it. State statutes require the Government’s deposits in financial institutions to be entirely covered by federal depository insurance or by collateral held under a joint custody receipt issued by a bank within the State of Kansas, the Federal Reserve Bank of Kansas City, or the Federal Home Loan Bank of Topeka, except during designated “peak periods” when required coverage is 50%. All deposits were legally secured at December 31, 2022.

At December 31, 2022, the Government’s carrying amount of deposits was \$2,330,192. The bank balance of \$2,330,412 was held by one bank resulting in a concentration of credit risk. Of the bank balance, \$250,000 was covered by federal depository insurance; \$2,080,413 was collateralized with securities held by the pledging financial institution’s agents in the Government’s name.

Custodial credit risk – investments. For an investment, this is the risk that, in the event of the failure of the issuer or counterparty, the Government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. State statutes require investments to be adequately secured.

Note 4 – Interfund Transfers

Operating transfers were as follows:

From	To	Amount
General Fund	Capital Improvements	\$100,000
General Fund	Equipment Reserve	\$95,000
General Fund	Debt Service	\$15,000
Stormwater Fund	Capital Improvements	\$100,000
Stormwater Fund	Debt Service	\$43,516
Capital Improvements	Debt Service	\$175,000

Note 5 – Defined Benefit Pension Plan

General Information about the Pension Plan

Plan description. The (non-school municipality) participates in the Kansas Public Employees Retirement System (KPERS), a cost-sharing, multiple-employer defined benefit pension plan as provided by K.S.A. 74-4901, et. seq. Kansas law establishes and amends benefit provisions. KPERS issues a publicly available financial report that includes financial statements and required supplementary information. KPERS’ financial statements are included in its Comprehensive Annual Financial Report which can be found on the KPERS website at www.kpers.org or by writing to KPERS (611 South Kansas, Suite 100, Topeka, KS 66603) or by calling 1-888-275-5737.

Contributions. K.S.A. 74-4919 and K.S.A. 74-49,210 establish the KPERS member-employee contribution rates. KPERS has multiple benefit structures and contribution rates depending on whether the employee is a KPERS 1, KPERS 2 or KPERS 3 member. KPERS 1 members are active and contributing members hired before July 1, 2009. KPERS 2 members were first employed in a covered position on or after July 1, 2009, and KPERS 3 members were first employed in a covered position on or after January 1, 2015. Effective January 1, 2015, Kansas law established the KPERS member-employee contribution rate at 6% of covered salary for KPERS 1, KPERS 2 and KPERS 3 members. K.S.A. 74-4975 establishes KP&F member-employee contribution rate at 7.15% of covered salary. Member contributions are withheld by their employer and paid to KPERS according to the provisions of Section 414(h) of the Internal Revenue Code. State law provides that the employer contribution rates for KPERS 1, KPERS 2, KPERS 3 and KP&F be determined based on the results of each annual actuarial valuation. Kansas law sets a limitation on annual increases in the employer contribution rates. The actuarially determined employer contribution rate (not including the 1.00% contribution rate with a 0% moratorium from the period January 1, 2019 through September 30, 2019 for the Death and Disability Program) and the statutory contribution rate was 9.61% for KPERS and 22.80% for KP&F for the fiscal year ended December 31, 2022. Contributions to the pension plan from (non-school municipality) were \$56,155 for KPERS and \$136,300 for KP&F for the year ended December 31, 2022.

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Note 5 – Defined Benefit Pension Plan (Continued)**Net Pension Liability**

At December 31, 2022, the city's proportionate share of the collective net pension liability reported by KPERS was \$558,501 and \$1,316,787 for KP&F. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2021 which was rolled forward to June 30, 2022. The city's proportion of the net pension liability was based on the ratio of the city's contributions to KPERS, relative to the total employer and non-employer contributions of the Local subgroup within KPERS. Since the KMAAG (1/16) D-11 KMAAG regulatory basis of accounting does not recognize long-term debt, this liability is not reported in these financial statements. The complete actuarial valuation report including all actuarial assumptions and methods, and the report on the allocation of the KPERS collective net pension liability to all participating employers are publically available on the website at www.kpers.org or can be obtained as described above.

Other Post Employment Benefits. As provided by K.S.A. 12-5040, the local government allows retirees to participate in the group health insurance plan. While each retiree pays the full amount of the applicable premium, conceptually, the local government is subsidizing the retirees because each participant is charged a level of premium regardless of age. However, the cost of this subsidy has not been quantified in these financial statements.

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the government makes health care benefits available to eligible former employees and eligible dependents. Certain requirements are outlined by the federal government for this coverage. The premium is paid in full by the insured. There is no cost to the government under this program.

Note 6 – Risk Management

The city is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The city has been unable to obtain health insurance at a cost it considered to be economically justifiable. For this reason, the city joined together with other governmental agencies in the State to participate in HP Kansas health insurance pool a public entity risk pool currently operating as a common risk management and insurance program participating members. The city pays an annual premium to HP Kansas for its Health insurance coverage. The agreement to participate provides that the HP Kansas will be self-sustaining through member premiums and will reinsure through commercial companies for claims in excess of specified dollar amounts for each insured event. Additional premiums may be due if total claims for the pool are different than what has been anticipated by HP Kansas management.

The City continues to carry commercial insurance for all other risks of loss, including property and casualty and liability insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

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Note 7 – Subsequent Events

Management has reviewed subsequent transactions up to and including June 8, 2023 which was the first day the financial statements were available for release. In May 2023 the Shawnee Mission School District agreed to sell the former Westwood View school to the City for \$2,650,000. The transfer will take place January 1, 2024 and the City will lease the property back to the District thru July 2024 when the District will no longer use the building as a school.

Note 8 - Woodside Village Project and Midwest Transplant Network Project

In July of 2014 the City issued \$1,700,000 of Taxable Special Obligation Improvement District Revenue Bonds for the Woodside CID Project. The principal and interest on these bonds are payable from the revenue generated in the CID District and do not represent a general obligation of the City of Westwood.

In July of 2014 the City issued \$3,150,000 of Taxable Special Obligation Improvement District Revenue Bonds for the Woodside CID Project. The principal and interest on these bonds are payable from the revenue generated in the CID District and do not represent a general obligation of the City of Westwood.

In January of 2014 the City issued \$13,000,000 of Industrial Revenue Revenue Bonds for the Midwest Transplant Project. The principal and interest on these bonds are payable from the revenue generated by the Project and do not represent a general obligation of the City of Westwood.

Note 9- Purchase of 5050 Rainbow

During 2014 the City entered into an agreement to purchase the real estate located at 5050 Rainbow. The purchase price of the real estate totaled \$400,000 plus \$13,440 in associated transaction costs for a total cost of \$413,440. The City and Security Bank of Kansas City entered into a lease purchase arrangement to finance the purchase. Security Bank advanced \$425,000 for the acquisition of the property as outlined above with the amount above the purchase price deposited into the City’s general fund. The City leased the property under a lease purchase arrangement that calls for interest at 3.95% per year with a maturity date of February 1, 2017. In July of 2016 the City extended the lease purchase agreement for an additional 3 years with interest only payments being made under the same term as the original lease. In September of 2019 the City entered into an agreement to extend the lease for a period ending no later than February 1, 2023. In 2020 the City made a principal payment of \$100,000 reducing the obligation to \$325,000 and extended the agreement for an additional 3-year term. In January of 2023 the City extended the lease until February 1, 2026. Under the terms of the amended lease the City made a principal payment of \$50,000 and will make annual interest payments of \$19,250 (7.00%) and a final principal payment of \$275,000 on February 1, 2026. Annual Interest and principal payments under the agreement are as follows:

2023	\$ 66,044
2024	\$19,250
2025	19,250
2026	284,625
Total	\$ 389,169

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Note 10- Schedule of Long-Term Debt

	Interest Rates	Date of Issue	Amount of Issue	Date of Final Maturity	Balance Beginning of Year	Additions	Reductions/ Payments	Balance End of Year
Revenue Bonds:								
Payable from Tax Revenue Generated from the projects and the project owners								
Series 2014 - Special Obligation Tax Increment Revenue Bonds (Woodside Village TIF Project)	Variable	7/1/2014	3,150,000	9/1/2023	2,610,000	-	(145,000)	2,465,000
Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project)	Variable	7/1/2014	1,700,000	9/1/2035	1,564,000	-	(34,000)	1,530,000
Midwest Transplant Network, Inc - Industrial Revenue Bonds -Series 2014 A	Variable	1/22/2014	8,000,000	4/1/2024	3,200,000	-	(800,000)	2,400,000
Midwest Transplant Network, Inc - Industrial Revenue Bonds -Series 2014 B	Variable	1/22/2014	5,000,000	12/1/2014	5,000,000	-	-	5,000,000
Lease Purchase Obligations:								
Payable from General Fund Revenues								
5050 Rainbow Property - Lease Purchase	3.95%	2/01/2014	425,000	2/17/2023	325,000	-	-	325,000

Note 11- General Obligation Debt

In December of 2018 the City authorized the issuance of up to \$4,150,000 in general obligation bonds for the improvement of streets. In March 2019 the City received proceeds of \$3,402,216 from the sale of temporary notes in the principal amount of \$3,365,000 to pay for road improvements and related cost of issuance fees. This note matured April 1, 2020. In March of 2020 the city issued general obligation bonds in the amount of \$3,370,000 to retire the temporary note. The bonds will be paid for with a .50% sales tax that was approved by the voters in 2019. These funds will be segregated in a separate fund to be used for principal and interest payments on the bonds. The interest rates on the bonds range from 3.50% to 2.00% depending on the date of maturity. Outlined below is the repayment schedule for these bonds.

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SERIAL BONDS

Stated Maturity <u>November 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>	Stated Maturity <u>November 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2021	\$ 130,000	3.500%	2026	\$ 150,000	3.500%
2022	130,000	3.500	2027	155,000	3.500
2023	135,000	3.500	2039	205,000	2.375
2024	140,000	3.500	2040	210,000	2.500
2025	145,000	3.500			

Note 11- General Obligation Debt (Continued)

TERM BONDS

<u>Stated Maturity</u> <u>November 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2030	\$ 495,000	2.000%
2032	345,000	2.000
2034	360,000	2.000
2036	375,000	2.250
2038	395,000	2.375

Note 12 – Capital Improvements Fund

During 2022 the City undertook capital improvements for roads and other infra-structure improvements. These projects involved multiple other governmental agencies that reimbursed the City for there proportionate share of costs under various agreements. The City paid the contractors for the work that was performed due and at year end had not received reimbursements and this created a deficit fund balance in the Capital Improvements Fund. Subsequent to year the reimbursements were received.

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City of Westwood Kansas
 Summary of Expenditures- Actual and Budget
 Regulatory Basis

SCHEDULE 2

For the Year Ended December 31, 2022

Funds	Certified Budget	Adjustment for Qualifying Budget Credits	Total Budget for Comparison	Expenditures		Variance Positive [Negative]
				Chargeable to Current Year Budget	Budget	
General Fund	\$ 3,892,987	\$ -	3,892,987	\$ 2,712,480	\$ 1,180,507	
Woodside TIF	540,000	-	540,000	593,071	(53,071)	
Capital Improvements	951,500	-	951,500	1,695,556	(744,056)	
Equipment Reserve	186,500	-	186,500	164,652	21,848	
Special Highway	80,000	-	80,000	73,126	6,874	
GO Bond Fund	398,776	\$ -	398,776	225,201	173,575	
Storm Water Fund	229,516	-	229,516	164,872	64,644	
	<u>\$ 6,279,279</u>	<u>\$ -</u>	<u>\$ 6,279,279</u>	<u>\$ 5,628,958</u>	<u>\$ 650,321</u>	

Item E. Section X, Item

The notes to the financial statement are an integral part of this statement.

City of Westwood Kansas
 General Fund
 Schedule of Cash Receipts and Expenditures-Actual and Budget
 Regulatory Basis
 For the Year Ended December 31, 2022

Item E. Section X, Item

	Actual	Budget	Variance Positive (Negative)
Cash Receipts			
Taxes	\$ 1,945,872	\$ 1,852,425	\$ 93,447
Fees and Licenses	473,862	446,200	27,662
Building Permits	73,878	70,000	3,878
Intergovernmental	316,791	328,100	(11,309)
Fines	66,801	90,000	(23,199)
Other Revenues	150,553	4,250	146,303
Total Cash Receipts	\$ 3,027,757	\$ 2,790,975	\$ 236,782
Expenditures and Transfers Subject to Budget			
Administration	\$ 965,458	\$ 1,993,575	\$ 1,028,117
Public Works	544,393	592,163	47,770
Public Safety	1,160,156	1,257,399	97,243
Parks and Recreation	42,473	49,850	7,377
Total Expenditures and Transfers Subject to Budget	\$ 2,712,480	\$ 3,892,987	\$ 1,180,507
Receipts Over [Under] Expenditures	\$ 315,277		
Prior year Fund Balance Adjustment	(38,802)		
Unencumbered Cash, Beginning	1,103,873		
Unencumbered Cash, Ending	\$ 1,380,348		

DRAFT

The notes to the financial statement are an integral part of this statement.

City of Westwood Kansas
 Woodside TIF Fund
 Schedule of Cash Receipts and Expenditures-Actual
 Regulatory Basis

For the Year Ended December 31, 2022

	Actual	Budget	Variance Positive (Negative)
WV AD-Valorem Tax	\$ 378,206	\$ 350,200	\$ 28,006
Transfer From General Fund	-	26,265	(26,265)
WV CID-1	203,169	154,500	48,669
WV CID-2	87,866	66,950	20,916
Total Cash Receipts	\$ 669,241	\$ 597,915	\$ 20,916
Expenditures and Transfers			
Transfer to UMB TIF	\$ 379,578	\$ 350,200	\$ (29,378)
Transfer to UMB CID	\$ 213,493	\$ 154,500	
Woodside Village TIF	-	26,265	26,265
Total Expenditures and Transfers	\$ 593,071	\$ 530,965	\$ 26,265
Receipts Over [Under] Expenditures	76,170		
Prior Period Adjustment	-		
Unencumbered Cash, Beginning	381,142		
Unencumbered Cash, Ending	\$ 457,312		

2022

Item E. Section X, Item

The notes to the financial statement are an integral part of this statement.

City of Westwood Kansas
 Capital Improvement Funds
 Schedule of Cash Receipts and Expenditures-Actual
 Regulatory Basis
 For the Year Ended December 31, 2022

	Actual	Budget	Variance Positive (Negative)
City Sales and Use Tax - Special	\$ 339,283	\$ 280,000	\$ 59,283
JOCO Cars Program	30,242	-	30,242
Bond Proceeds	-	-	-
Grants and Donations	-	-	-
Reimbursements	432,262	-	432,262
Interfund Transfers	200,000	240,000	(40,000)
Total Cash Receipts	\$ 1,001,787	\$ 520,000	(40,000)
Expenditures and Transfers			
Professional Fees	\$ 81,532	\$ 175,000	\$ (93,468)
Repairs and Maintenance Streets	6,878	-	6,878
Capital Improvement Expense	1,432,146	860,162	571,984
Bond Project Costs	-	-	-
Interfund Transfers	175,000	-	175,000
Total Expenditures and Transfers Subject to Budget	\$ 1,695,556	\$ 1,035,162	\$ 660,394
Receipts Over [Under] Expenditures	\$ (693,769)		
Prior Year Fund Balance Adjustment	-		
Unencumbered Cash, Beginning	380,357		
Unencumbered Cash, Ending	<u>\$ (313,412)</u>		

Item E. Section X, Item

The notes to the financial statement are an integral part of this statement.

City of Westwood Kansas
 Equipment Reserve Funds
 Schedule of Cash Receipts and Expenditures-Actual
 Regulatory Basis
 For the Year Ended December 31, 2022

	Actual	Budget	Variance Positive (Negative)
Sale of Assets	\$ 35,700		
Interfund Transfers	35,000 \$	155,000 \$	(120,000)
Total Cash Receipts	70,700	155,000	(120,000)
Expenditures and Transfers			
General Operating Expenses	7,503		
Capital Improvement Expense	531		
Machinery and Equipment Purchases	156,618	186,500	29,882
Total Expenditures and Transfers Subject to Budget	\$ 164,652 \$	186,500 \$	29,882
Receipts Over [Under] Expenditures	\$ (93,952) \$	(31,500) \$	(90,118)
Unencumbered Cash, Beginning	245,440		
Unencumbered Cash, Ending	\$ 151,488		

DRAFT

The notes to the financial statement are an integral part of this statement.

City of Westwood Kansas
 Special Highway Funds
 Schedule of Cash Receipts and Expenditures-Actual
 Regulatory Basis

For the Year Ended December 31, 2022

	Actual	Budget	Variance Positive (Negative)
State Highway Maintenance	\$ 14,820	\$ 14,820	\$ -
Special Highway Fund Revenue	45,745	42,200	3,545
Total Cash Receipts	\$ 60,565	\$ 42,200	\$ 3,545
Expenditures and Transfers			
Special Highway Expense	73,126	80,000	80,000
Total Expenditures and Transfers Subject to Budget	\$ 73,126	\$ 80,000	\$ 80,000
Receipts Over [Under] Expenditures	\$ (12,561)	\$ (37,800)	\$ 83,545
Prior Period Adjustment	-		
Unencumbered Cash, Beginning	118,219		
Unencumbered Cash, Ending	\$ 105,658		

DRAFT

The notes to the financial statement are an integral part of this statement.

City of Westwood Kansas
 Storm Water Fund
 Schedule of Cash Receipts and Expenditures-Actual
 Regulatory Basis

For the Year Ended December 31, 2022

	Actual	Budget	Variance Positive (Negative)
Storm Water Fund - Fee	\$ 121,292	\$ 135,000	\$ (13,708)
Interfund Transfers	\$ 60,000		
Reimbursements	1,259	-	1,259
Total Cash Receipts	\$ 182,551	\$ 135,000	\$ 1,259
Expenditures and Transfers			
Equipment Maintenance	\$ 2,823	\$ -	\$ 2,823
Capital Projects	-	-	
Stormwater Expense	-	6,000	(6,000)
Leaf Pickup Expense	18,533	20,000	(1,467)
Interfund Transfers	143,516	203,516	(60,000)
Total Expenditures and Transfers Subject to Budget	\$ 164,872	\$ 229,516	\$ (64,644)
Receipts Over [Under] Expenditures	17,679	(94,516)	65,903
	(3,228)		
Unencumbered Cash, Beginning	167,572		
Unencumbered Cash, Ending	\$ 182,023		

DRAFT

Item E. Section X, Item

The notes to the financial statement are an integral part of this statement.

City of Westwood Kansas
 General Obligation Bond Fund
 Schedule of Cash Receipts and Expenditures-Actual
 Regulatory Basis
 For the Year Ended December 31, 2022

Schedule 2-G General Obligation Bond Fund

	Actual	Budget	Variance Positive (Negative)
Ad Valorem Taxes	\$ 15,698	\$ 17,151	\$ (1,453)
Motor Vehicle Tax	574	1,403	(829)
Interfund Transfers	233,516	233,516	-
Total Cash Receipts	\$ 249,788	\$ 252,070	(2,282)
Expenditures and Transfers			
Capital Improvement Expense	13,338	12,838	(500)
UMB Tif Payment	-		
Cash Reserve	211,863	174,075	-
Debt Service	211,863	211,863	-
Total Expenditures and Transfers Subject to Budget	\$ 225,201	\$ 398,776	(500)
Receipts Over [Under] Expenditures	<u>24,587</u>	<u>(146,706)</u>	<u>(2,782)</u>
Unencumbered Cash, Beginning	<u>167,572</u>		
Unencumbered Cash, Ending	<u><u>\$ 192,159</u></u>		

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The notes to the financial statement are an integral part of this statement.

June 8, 2023

Mayor and City Council

City of Westwood, Kansas

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Westwood, Kansas (The City) for the year ended December 31, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 1, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Westwood, Kansas are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2022. We noted no transactions entered into by the City of Westwood Kansas during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the City's financial statements was;

Management's estimate of the reserve for encumbrances and the unfunded pension liability (see notes to financials) are based on current cost estimates and actuarial studies and available budget. We evaluated the key factors and assumptions used to develop the encumbrances in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

The disclosure of unfunded pension in the notes to the financial statements

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 8, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City of Westwood Kansas's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City of Westwood, Kansas's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We were engaged to report on regulatory required supplementary information which accompanies the financial statements. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of Mayor and City Council and management of The City of Westwood, Kansas and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Higdon and Hale CPAS PC

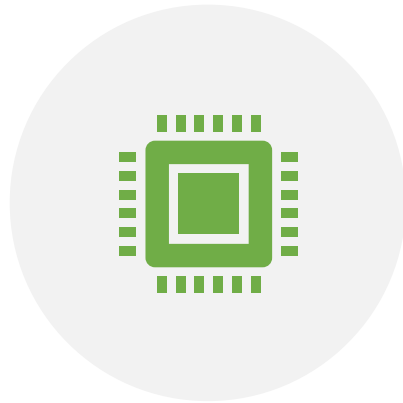
Overland Park, KS

DRAFT

June 8, 2023

FY 2024 Budget: Projects & Equipment

Governing Body Guidance From May 11, 2023 Work Session



BEGIN CHIPPING AWAY AT DEFERRED MAINTENANCE NEEDS AT PUBLIC WORKS (AND CITY HALL, DEPENDING ON THE COUNCIL'S DECISION ON ULTIMATE DISPOSITION)



ACCELERATE IMPLEMENTATION OF THE STREETS, SIDEWALK, STORMWATER, AND STREETLIGHTS PROGRAM



INCREASE THE CITY'S COMPETITIVENESS IN THE LABOR MARKET WITH EMPLOYEE WAGES AND BENEFITS

Contextual Notes



The following plans have been created to present a full picture of the infrastructure needs and goals of the City of Westwood. They are based on professional studies or intentional processes to ensure integrity in the results.



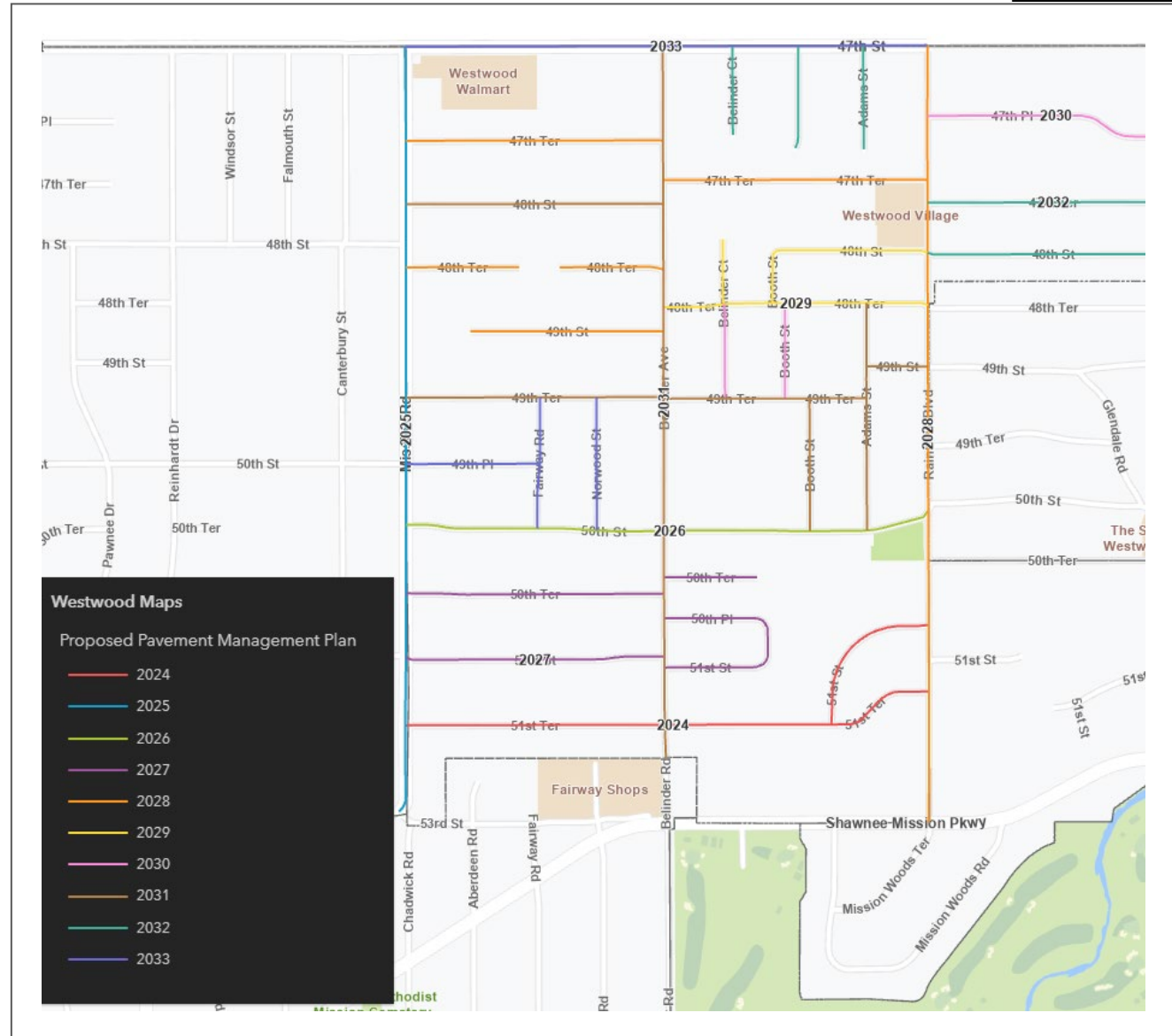
The City does not currently have enough funds to implement these plans on a ten-year timeline; however, the City Council has the authority to increase revenue streams to the extent politically acceptable, extend the timeline to one that's politically acceptable, or both.



The deferred maintenance priorities for City facilities presented here represent only the most pressing, immediate needs. The items and costs listed are, in effect, the cost of kicking the can on the buildings another five years. Should deferred maintenance not be addressed, the cost and consequence of failure could possibly be higher or represent an unbudgeted expenditure requiring immediate reprioritization within an existing budget year, with future budget implications.

Pavement Management Plan

- 2022 Pavement Condition Inventory (PCI) identified where surface treatments, mill & overlay, and complete rebuild are needed on all streets within the city
- A ten-year program recommended through the PCI is reflected on the map
- Projects are currently being costed out for purposes of accurately forecasting



Sidewalk Implementation Plan

- Sidewalk Plan developed in 2021 by Complete Streets Task Force during the creation of the Complete Streets Policy and Plan development
- Sidewalk construction years aligned with Pavement Management Plan
- Existing 4' sidewalk included in replacement/construction plan upon recommendation by Task Force to move toward all sidewalks being 5'
- Existing sidewalks are not shown on map but will be repaired as needed; all locations identified by the Task Force to add sidewalks are represented on the map

- 2024
 - 51st Ter.
- 2026
 - 50th St.: Mission - Belinder (Widen South Sid...
 - 50th St.: Fairway - Norwood (North)
 - 50th St.: Norwood - Belinder (North)
 - 50th St.: Belinder - Booth (North)
 - 50th St.: Mission - Fairway (North)
 - 50th St.: Adams - Rainbow (North)
- 2027
 - 51st St.: Mission - Belinder (Widen North Sid...
- 2028
 - 47th Ter.: Mission - Belinder (Widen South Si...
 - 47th Ter.: Belinder - Rainbow
- 2029
 - 48th Ter.: Rainbow - Belinder Ct.
 - 48th Ter.: Belinder Ct. - Booth
 - 48th St./Booth/48th Ter. - Rainbow
- 2030
 - Booth: 48th Ter. - 49th Ter. (Widen)
 - 47th Pl.: Rainbow - State Line (Widen Existin...
 - 47th Pl.: Rainbow - State Line (Add South Si...
 - 47th Pl.: WVN - State Line (Widen Existing N...
- 2031
 - Belinder (Widen Existing West Side)
 - Belinder (Add East Side)
- 2032
 - State Line: 47th Pl. - County Line
 - Woodside Shared Use Path



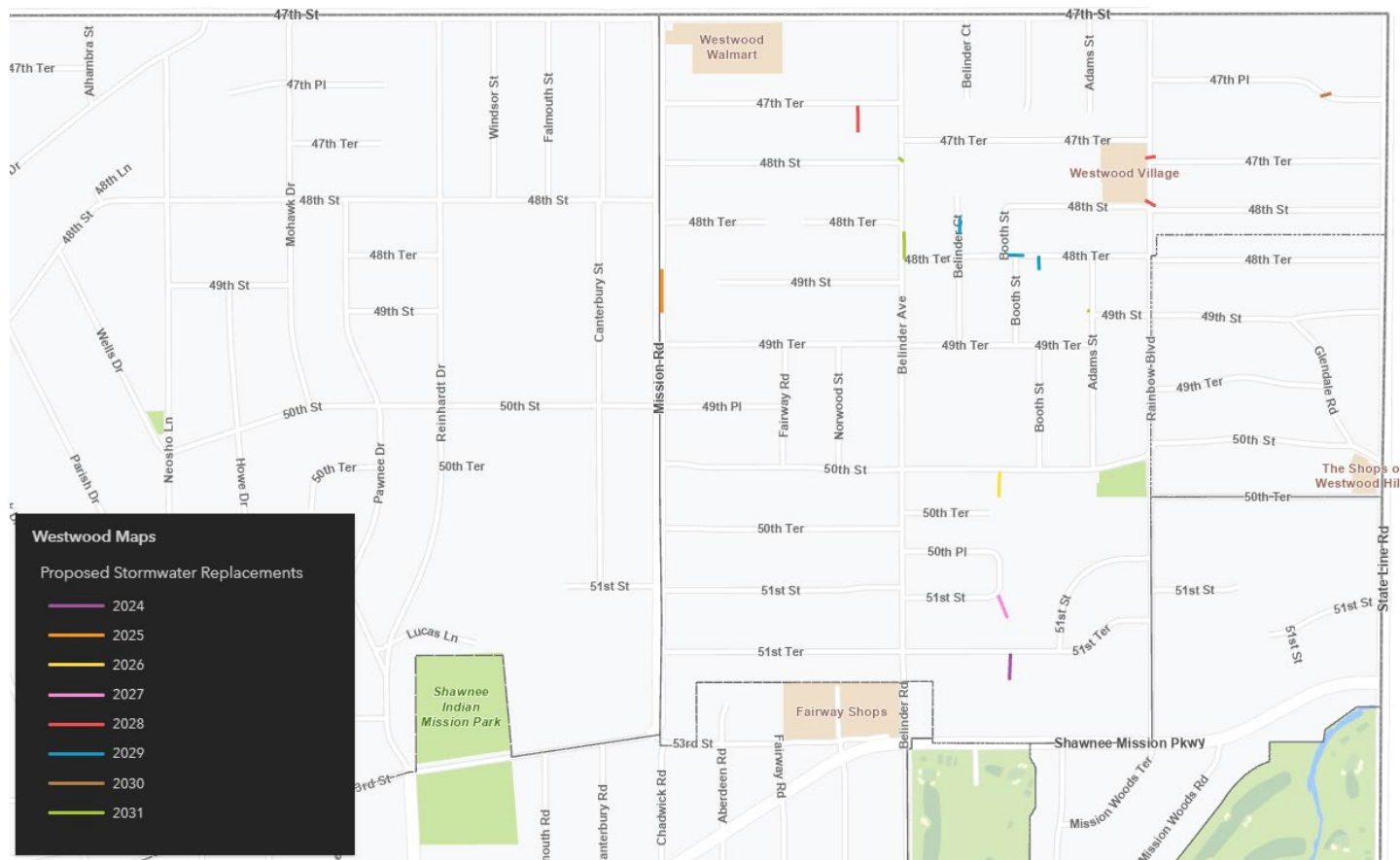
Streetlights Implementation Plan

- 2018 Streetlight Master Plan set out standards for complete replacement of all streetlights purchased by the City from KCPL
- All hatched areas indicate where new streetlights are planned; any streets not in hatching received new streetlights in 2019
 - 47th St. and the cul de sacs south of it are receiving streetlights in 2023
 - Rainbow Blvd. would receive new streetlights at the time it is improved
- Five of seven required controllers have already been installed



Stormwater System Replacement/Repair Plan

- 2019 Trekk condition assessment revealed segments of stormwater pipe needing attention
- Data shared with Johnson County who mapped segments as projects eligible for cost share
- Treatment options (e.g. pipe lining vs. replacement) currently being investigated to ensure best use of taxpayer dollars and disruption



City Facilities: Deferred Maintenance Needs

City Hall

Priority	Description	Estimated Cost	Remaining Useful Life	Estimated Years to Failure
1.	Replace & Upgrade HVAC	\$190,500	0 years	< 2 years
2.	Replace Metal Roof	\$165,000	0 years	Failed
3.	Resurface Parking Lot	\$25,500	0 years	Failed
4.	Replace Windows/Glazing	\$288,750	0 years	Failed
5.	Rebuild Bay Window (Chief's Office)	\$7,500	0 years	Failed
6.	Replace EIFS Facade	\$83,600	0 years	Failed
7.	Replace Flat Roof	\$90,000	0 years	< 2 years

TOTAL Immediate Need: \$850,850

Public Works

Priority	Description	Estimated Cost	Remaining Useful Life	Estimated Years to Failure
1.	Add Exhaust to All Areas of Building	\$362,180	0 years	Existing Health Risk
2.	Add Drainage in Truck Bay		0 years	Existing Safety Risk
3.	Replace Exterior Metal Facade		0 years	Failed
4.	Coat Roof & Add Snow Guards		0 years	Failed
5.	Repair Concrete Foundation		0 years	Unknown
6.	Expand Yard	\$500,913	0 years	Inadequate
7.	Rebuild Salt Shed		0 years	Inadequate

TOTAL Immediate Need: \$863,093

Major Asset Purchases

Equipment Reserve Plan Highlights

2024



Item F, Section X, Item



2025



2026



2027



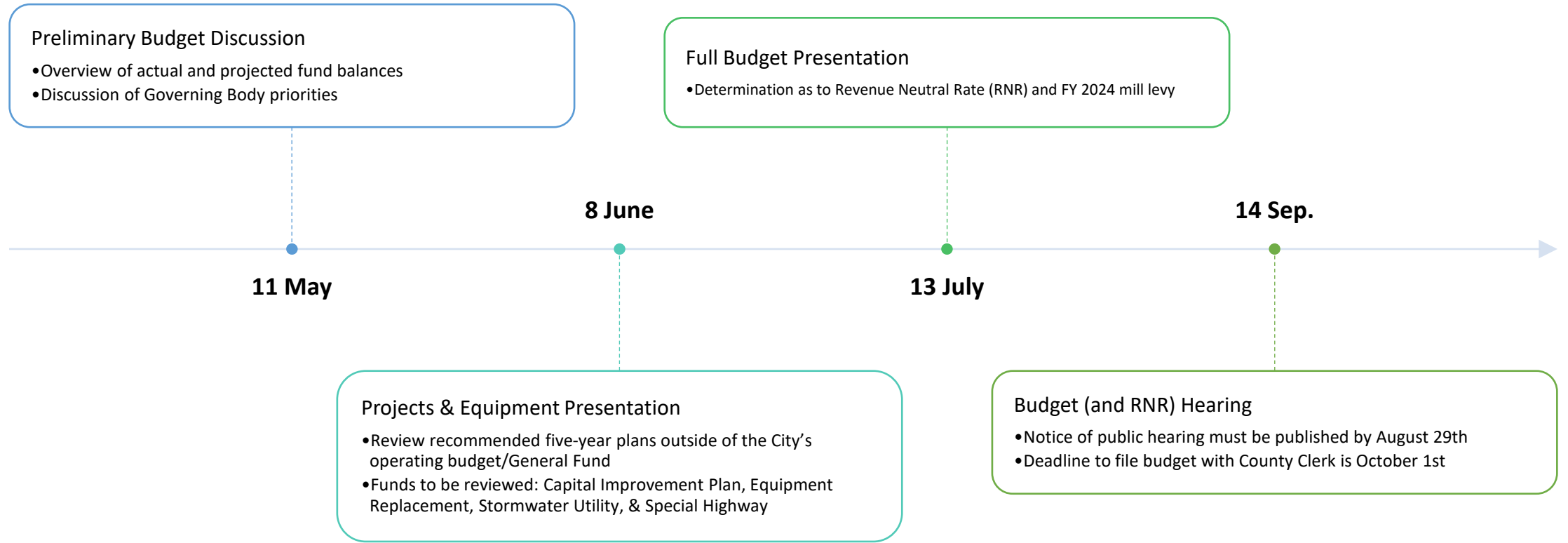
2028

Fund Balance Analysis

*Intergovernmental reimbursements expected and budgeted in 2022 didn't come in until 2023

	General Fund		Capital Improvement Fund	Equipment Reserve Fund	Special Highway Fund	Stormwater Utility Fund	Debt Service Fund	Woodside TIF/CID Fund
		As % of revenues						
2020	\$ 873,232.00	32%	\$ 850,050.00	\$ 138,646.00	\$ 56,119.00	\$ 179,217.00	\$ 125,985.00	\$ 275,698.00
2021	\$ 1,147,486.00	38%	\$ 889,193.00	\$ 245,440.00	\$ 118,219.00	\$ 167,572.00	\$ 145,755.00	\$ 381,142.00
2022 (Unaudited)	\$ 1,380,347.45	46%	\$ (313,412.09)*	\$ 253,908.84	\$ 105,656.58	\$ 182,022.82	\$ 170,342.00	\$ 457,313.22
2023 (Forecasted Year End)	\$ 1,675,503.45	55%	\$ 347,072.00	\$ 324,640.00	\$ 164,959.00	\$ 61,944.00	\$ 134,695.25	\$ 441,121.00

Budget Calendar



Governing Body Budget Direction

- Of the following ways to increase revenue, are any of the following politically unacceptable for staff to explore for further study by the Governing Body?
 - Exceed the Revenue Neutral Rate (the tax rate that would generate the same amount of property tax revenue received last year)
 - Increase the mill levy
 - Increase sales tax (the City currently has statutory ability to levy another .5%)
 - Increase existing user fees (Stormwater) or create new ones
 - Create impact fees for development
 - Other options you might have in mind
- Alternatively or additionally, which of the following should staff explore for consideration by the Governing Body?
 - Instead of a 10-year plan for streets, stormwater, streetlights, and sidewalks, extend the plan to 15 or 20 years
 - Instead of completing a street all at once, break apart when streetlights and new sidewalks are installed and plan those later
 - Alternate streets projects and city facility deferred maintenance needs each year in the CIP, creating a much longer timeline for both (understanding unanticipated and unbudgeted replacement of facility failures could disrupt adopted plan)
 - Other options you might have in mind