ORD. NO.	DATE PASSED	DATE PUBLISHED	REV. ORD. BK. PAGES DISTR.	SUBJECT OF ORD.
764	1-3-83	1-7-83	X	AN ORD. RELATING TO ZONING OF CERTAIN PROPERTY IN LEAWOOD - Drive-in-Theater site; NW corner of 123rd & State Line; to RP-4 (Planned Cluster Res.)
765	1-3-83	1-7-83	X	AN ORD. GRANTING AN EASEMENT FOR UTILITY PURPOSES - to KCP&L across a portion of Leawood Fountain Plaza
766	2-7-83	2-11-83	X	AN ORD. GRANTING AN EASEMENT FOR SANITARY SEWER PURPOSES - by Leawood unto itself; Public Works facility at 2008 W. 104th
767	2-22-83	3-2-83	X	AN ORD. AMENDING THE ZONING ORD.; CITY ZONING DISTRICT MAPS
768	2-22-83	3-2-83	X	AN ORD. ESTABLISHING FEES FOR REZONING, SPECIAL USE PERMITS, AND PLANNING APPLICATIONS
769	2-22-83	3-2-83	X	AN ORD. ACCEPTING 3 PERMANENT SANITARY SEWER EASEMENTS - part of S. 1/2 of Lot 5, Meadow View, a subdivision in Prairie Village, Kansas (7800 Block of Howe Dr.)
770	2-22-83	3-2-83	X	AN ORD. GRANTING AN EASEMENT FOR SANITARY SEWER PURPOSES - to KCMo. across Indian Creek opposite the PW facility for KCMo. Indian Creek Interceptor, Section 3
771	3-14-83	3-18-83	X	AN ORD. RE ZONING - approx. 119th, south 1/2 mile, from Roe to Mission; Berkshire subdivision; R-1 to RP-5 (Planned Apt. House)
772	3-14-83	3-18-83	X	AN ORD. RE ZONING - same as above; R-1 to RP-1 (Planned Single Fam.)
773	3-14-83	3-18-83	X	AN ORD. RE ZONING - Leawood South, 2nd Plat, Tract B; A to RP-4 (Planned Cluster Res.)
774	3-14-83	3-18-83	X	AN ORD. RE ZONING - Leawood South Townhouses, Tract B; RP-4 to A
775	3-14-83	3-18-83	X	AN ORD. RE ZONING - 143rd & Mission; R-1 to A
776	3-14-83	3-18-83	X	AN ORD. RE ZONING - 114th east of Roe; CP-0 to A

ORD. NO.	DATE PASSED	DATE PUBLISHED	REV. ORD. BK. PAGES DISTR.	SUBJECT OF ORD.
754	8/2/82	8/6/82	X	AN ORD.CONVEYING PROPERTY TO THE BOARD OF COUNTY COMMISSIONERS AS THE GOVERNING BODY OF JOHNSON COUNTY WASTE WATER DISTRICTS - re exchange of property for park purposes
755	8/2/82	8/6/82	X	AN ORD. RELATING TO ADOPTION OF THE "JOHNSON COUNTY SANITARY CODE OF SEPTEMBER, 1979"
756	8/16/82	8/20/82	X	AN ORD. REGULATING TRUCK TRAFFIC
757	9/20/82	9/24/82	X	AN ORD. RELATING TO SPEED LIMITS
758	11/15/82	11/19/82	X	AN ORD. VACATING A PORTION OF 115TH STREET FOR LEAWOOD GREENWAY AND PARKS.
759	12/6/82	12/10/82	X	AN ORD. AUTHORIZING & PROVIDING FOR ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 82-1, $349,500, RE IMPROVEMENT TO COLLEGE & ROE INTERSECTION, AND 119TH ST. BETWEEN MISSION & ROE
760	12/6/82	12/10/82	X	AN ORD. RELATING TO ACCEPTANCE OF AN EASEMENT FOR STORM DRAINAGE PURPOSES FROM ~~CAPITAL FUNDS, INC.~~ Sauer Elec & Co, Inc - on Pembroke La., Foxborough subdivision
761	12/6/82	12/10/82	X	AN ORD. RELATING TO ACCEPTANCE OF A DEED FOR STREET PURPOSES FROM ~~CAPITAL FUNDS~~ Sauer Elec & Co., INC. - Pembroke La., from 123rd St. southwesterly thru Foxborough subdivision to Hunter's Ridge subdivision
762	12/6/82	12/10/82	X	AN ORD. GRANTING AN EASEMENT FOR SANITARY SEWER PURPOSES- for relocation of the proposed KCMo. Indian Creek Interceptor Main thru the Leawood Park
763	12/20/82	12/29/82	X	AN ORD. ADOPTING "STANDARD TRAFFIC ORD.", 1982 EDITION

ORD. NO.	DATE PASSED	DATE PUBLISHED	REV. ORD. BK. PAGES DISTR.	SUBJECT OF ORD.
744	6/7/82	6/16/82	X	AN ORD. RELATING TO ZONING; AGRICULTURAL DISTRICT HEIGHT AND AREA REGULATIONS; CREATION OF ESTATE DWELLING, SUBURBAN DWELLING, AND SPECIAL DEVELOPMENT DISTRICTS
745	6/7/82	6/16/82	X	AN ORD. RELATING TO ZONING OF CERTAIN PROPERTY - 28 acres, SW corner of 123rd St. & State Line Rd., Foxborough; from Agricultural to RP-1, Planned Single Family Residential District
746	6/21/82	6/25/82	X	AN ORD. AMENDING ORD. NO. 738 WITH RESPECT TO LEGAL DESCRIPTION OF REAL PROPERTY TO BE LEASED TO LEAWOOD FOUNTAIN PLAZA; AND MODIFICATIONS TO LEASE
747	7/19/82	7/23/82	X	AN ORD. RELATING TO THE PROPERTY MAINTENANCE CODE
748	7/19/82	7/23/82	X	AN ORD. RELATING TO THE ONE AND TWO FAMILY DWELLING CODE, 1979 EDITION
749	7/19/82	7/23/82	X	AN ORD. RELATING TO FENCE AND WALL REGULATIONS
750	7/19/82	7/23/82	X	AN ORD. RELATING TO ACCEPTANCE OF A DEED FOR STREET PURPOSES FROM RANCH MART, INC. - NE corner, 95th & Mission
751	7/19/82	7/23/82	X	AN ORD. RELATING TO ACCEPTANCE OF DEEDS FOR PARK PURPOSES - the Hall's & the Bd. of Co. Commissioners
752	7/19/82	7/23/82	X	AN ORD. RELATING TO THE BOCA BASIC FIRE PREVENTION CODE, 1981 EDITION
753	7/19/82	7/23/82	X	AN ORD. ESTABLISHING AND IMPOSING A SYSTEM OF CHARGES UPON USERS OF THE SANITARY SEWER SYSTEM FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE, INCLUDING REPLACEMENT COSTS OF THE SEWER SYSTEM

ORD. NO.	DATE PASSED	DATE PUBLISHED	REV. ORD. BK. PAGES DISTR.	SUBJECT OF ORDINANCE
734	3/1/82	3/10/82	X	ORD. ADOPTING APPENDIX C OF THE BOCA BASIC FIRE PREVENTION CODE, 1981 EDITION, BY REFERENCE
735	3/15/82	3/19/82	X	AN ORD. ACCEPTING 2 PERMANENT SANITARY SEWER EASEMENTS REQUIRED FOR THE RENOVATION OF THE LEAWOOD SEWER SYSTEM - from the Parks (Lot 787L) & from the Hansens (Lot 943L)
736	3/15/82	3/19/82	X	AN ORD. RELATING TO PARK REGULATIONS
737	4/5/82	4/9/82	X	AN ORD. DESIGNATING 119th STREET BETWEEN MISSION AND ROE AS A MAIN TRAFFICWAY.
738	4/19/82	4/23/82	X	AN ORD. RELATING TO INDUSTRIAL REVENUE BONDS - Leawood Fountain Plaza
739	5/3/82	5/7/82	X	AN ORD. RELATING TO ACCEPTANCE OF DEEDS FOR PARK PURPOSES
740	5/3/82	5/7/82	X	AN ORD. PROVIDING FOR THE IMPROVEMENT OF 119TH ST. FROM MISSION TO ROE
741	5/3/82	5/7/82	X	AN ORD. PROVIDING FOR THE IMPROVEMENT OF COLLEGE BLVD. & ROE AVE. INTERSECTION
742	5/3/82	5/7/82	X	AN ORD. AUTHORIZING & PROVIDING FOR THE ISSUANCE OF A $300,000 TEMPORARY NOTE re 119th St. between Roe & Mission & intersection of College & Roe
743	5/17/82	5/21/82	X	AN ORD. RELATING TO ACCEPTANCE OF A DEED FOR STREET PURPOSES FROM MARSHALL LONG - north side of 111th St. adjacent to the Long property, & immediately east of Longwood Forest

ORDINANCE NO. 776

AN ORDINANCE RELATING TO ZONING OF CERTAIN PROPERTY IN THE CITY OF LEAWOOD, KANSAS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

18-1603 Sec. no. changed by '84 Code

~~16-1603.~~ Section 1. The following described real property is hereby designated as being zoned A, Agricultural, in accordance with the terms of the Zoning Ordinance as adopted April 17, 1978, this property having been previously zoned CP-O, Planned Office Building District:

> Beginning at the SW corner of the N 1/2 of the N 1/2 of the N 1/2 of the SW 1/4 of the NE 1/4 of Section 16, Township 13, Range 25; thence east S 87° 45' 24" W, a distance of 300' along the south line of the N 1/2 of the N 1/2 of the N 1/2 of said quarter section to a point; thence southerly 90° a distance of 250'; thence westerly 90°, a distance of 300' along a line 250' south of and parallel to the south line of the N 1/2 of the N 1/2 of the N 1/2 of said quarter section to a point on the west line of the SW 1/4 of the NE 1/4 of Section 16, Township 13, Range 25; thence N 1° 28' 14" along said west line to the point of beginning, containing 1.72 AC, more or less.
>
> (114th Street east of Roe Ave.)

TAKE EFFECT. Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-22-83 Second Reading: 3-14-83

Passed by the Governing Body this 14th day of March, 1983.

Approved by the Mayor this 14th day of March, 1983.

(S E A L)

Kent E. Crippen Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 18th day of, March 19 83, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 18th day of March 19 83

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-86
Printer's Fee $ 17.62
Additional copies $

STATE COUNTY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, March 18, 1983.

ORDINANCE NO. [illegible]

AN ORDINANCE RELATING TO ZONING OF CERTAIN PROPERTY IN THE CITY OF LEAWOOD, KANSAS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

16-1603. Section 1. The following described real property is hereby designated as being zoned A, Agricultural, in accordance with the terms of the Zoning Ordinance as adopted April 17, 1978, this property having been previously zoned CP-0, Planned Office Building District: Beginning at the SW corner of the N ½ of the N ½ of the N ½ of the SW ¼ of the NE ¼ of Section 16, Township 13, Range 25; thence east S 87° 45' 24" W, a distance of 300' along the south line of the N ½ of the N ½ of the N ½ of said quarter section to a point; thence southerly 90° a distance of 250'; thence westerly 90°, a distance of 300' along a line 250' south of and parallel to the south line of the N ½ of the N ½ of the N ½ of said quarter section to a point on the west line of the SW ¼ of the NE ¼ of Section 16, Township 13, Range 25; thence N 1° 28' 14" along said west line to the point of beginning, containing 1.72 AC, more or less.

(114th Street east of Roe Ave.)

TAKE EFFECT. Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-22-83 Second Reading: 3-14-83

Passed by the Governing Body this 14th day of March, 1983.

Approved by the Mayor this 14th day of March, 1983.

(SEAL)

(s)Kent E. Crippin
Mayor

Attest:

(s)J. Oberlander
City Clerk

APPROVED FOR FORM AND CONTENT: (s)Larry Winn III, City Attorney

(0578 1F)

ORDINANCE NO. 775

AN ORDINANCE RELATING TO ZONING OF CERTAIN PROPERTY IN THE CITY OF LEAWOOD, KANSAS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

18-1602 Sec. no. changed by '84 Code

~~16-1602.~~ Section 1. The following described real property is hereby designated as being zoned A, Agricultural, in accordance with the terms of the Zoning Ordinance as adopted April 17, 1978, this property having been previously zoned R-1, Single Family Residential District:

All of the N 1/2 of the NE 1/4 of Section 4, Township 14, Range 25.

(143rd and Mission Rd.)

TAKE EFFECT. Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-22-83 Second Reading: 3-14-83

Passed by the Governing Body this 14th day of March, 1983.

Approved by the Mayor this 14th day of March, 1983.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 18th day of, March 19 83, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 18th day of March 19 83

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 13.46
Additional copies $

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, March 18, 1983.

ORDINANCE NO. 775

AN ORDINANCE RELATING TO ZONING OF CERTAIN PROPERTY IN THE CITY OF LEAWOOD, KANSAS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

16-1602. Section 1. The following described real property is hereby designated as being zoned A, Agricultural, in accordance with the terms of the Zoning Ordinance as adopted April 11, 1978, this property having been previously zoned R-1, Single Family Residential District:

All of the N ½ of the NE ¼ of Section 4, Township 14, Range 25.

(143rd and Mission Rd.)

TAKE EFFECT. Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-22-83 Second Reading: 3-14-83

Passed by the Governing Body this 14th day of March, 1983.

Approved by the Mayor this 14th day of March, 1983.

(SEAL)

(s) Kent E. Crippin
Mayor.

Attest:
(s) J. Oberlander
City Clerk

APPROVED FOR FORM AND CONTENT: (s) Larry Winn III, City Attorney

(0577-1F)

ORDINANCE NO. 774

AN ORDINANCE RELATING TO ZONING OF CERTAIN PROPERTY IN THE CITY OF LEAWOOD, KANSAS, AND REPEAL OF SECTION.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTION. Section 1. Section 16-1001 of the Revised Ordinances, as adopted by Ordinance No. 605, is hereby repealed and the following enacted in lieu thereof:

18-1601 Sec. no. changed by '84 Code

~~16-1601~~. Section 2. The following described real property is hereby designated as being zoned A, Agricultural, in accordance with the terms of the Zoning Ordinance as adopted April 17, 1978, this property having been previously zoned RP-4, Planned Cluster Residential District:

> Beginning 660 feet south of the northeast corner of the northwest fractional quarter of Section 26, Township 13, Range 25; thence west 330 feet; thence south 372 feet; thence east 330 feet; thence north 372 feet; except the north 175 feet.
>
> (Leawood South Townhouses; Tract B)

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-22-83 Second Reading: 3-14-83

Passed by the Governing Body this 14th day of March, 1983.

Approved by the Mayor this 14th day of March, 1983.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 18th day of, March 19 83, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 18th day of March 19 83

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 16.15
Additional copies $

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, March 18, 1983.

ORDINANCE NO. 774

AN ORDINANCE RELATING TO ZONING OF CERTAIN PROPERTY IN THE CITY OF LEAWOOD, KANSAS, AND REPEAL OF SECTION.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTION: Section 1. Section 16-1001 of the Revised Ordinances, as adopted by Ordinance No. 605, is hereby repealed and the following enacted in lieu thereof:

16-1601. Section 2. The following described real property is hereby designated as being zoned A, Agricultural, in accordance with the terms of the Zoning Ordinance as adopted April, 17, 1978, this property having been previously zoned RP-4, Planned Cluster Residential District:

Beginning 660 feet south of the northeast corner of the northwest fractional quarter of Section 26, Township 13, Range 25; thence west 330 feet; thence south 372 feet; thence east 330 feet; thence north 372 feet; except the north 175 feet.

(Leawood South Townhouses; Tract B)

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-22-83 Second Reading: 3-14-83.

Passed by the Governing Body this 14th day of March, 1983.

Approved by the Mayor this 14th day of March, 1983.

(SEAL)

(s)Kent E. Crippin
Mayor

Attest:
(s)J. Oberlander
City Clerk

APPROVED FOR FORM AND CONTENT: (s)Larry Winn III, City Attorney

ORDINANCE NO. 773

AN ORDINANCE RELATING TO ZONING OF CERTAIN PROPERTY IN THE CITY OF LEAWOOD, KANSAS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

18-1006 Sec. no. changed by '84 Code

~~16-1006~~. Section 1. The following described real property is hereby designated as being zoned RP-4, Planned Cluster Residential District, in accordance with the terms of the Zoning Ordinance as adopted April 17, 1978, this property having been previously zoned Agricultural:

Leawood South, Second Plat, Tract B

TAKE EFFECT. Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-22-83 Second Reading: 3-14-83

Passed by the Governing Body this 14th day of March, 1983.

Approved by the Mayor this 14th day of March, 1983.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 18th day of, March 19 83, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 18th day of March 19 83

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 12.00
Additional copies $

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, March 18, 1983.

ORDINANCE NO. 773

AN ORDINANCE RELATING TO ZONING OF CERTAIN PROPERTY IN THE CITY OF LEAWOOD, KANSAS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

16-1006. Section 1. The following described real property is hereby designated as being zoned RP-4, Planned Cluster Residential District, in accordance with the terms of the Zoning Ordinance as adopted April 17, 1978, this property having been previously zoned Agricultural: Leawood South, Second Plat, Tract B.

TAKE EFFECT. Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-22-83 Second Reading: 3-14-83

Passed by the Governing Body this 14th day of March, 1983.

Approved by the Mayor this 14th day of March, 1983.

(SEAL)

(s)Kent E. Crippin
Mayor

Attest:
(s)J. Oberlander
City Clerk

APPROVED FOR FORM AND CONTENT: (s)Larry Winn III, City Attorney

(0576,1F)

ORDINANCE NO. 772

AN ORDINANCE RELATING TO ZONING OF CERTAIN PROPERTY IN THE CITY OF LEAWOOD, KANSAS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

18-1403 Sec. no. changed by '84 Code

16-1403. Section 1. The following described real property is hereby designated as being zoned RP-1, Planned Single Family Residential District, in accordance with the terms of the Zoning Ordinance as adopted April 17, 1978, this property having been previously zoned R-1, Single Family Residential District:

All that part of the E$\frac{1}{2}$ of Section 21, Township 13, Range 25, in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Southeast corner of the N$\frac{1}{2}$, SW$\frac{1}{4}$ of said Section 21; thence S 87° 50' 14" W, along the South line of said N$\frac{1}{2}$, SW$\frac{1}{4}$, a distance of 287.50 feet, to its intersection with the centerline of Roe Avenue, as now established; thence Northwesterly, Northerly and Northeasterly along the centerline of Roe Avenue, as now established, to a point which is 810 feet North of the South line of said N$\frac{1}{2}$, SW$\frac{1}{4}$; thence Southeasterly to a point on the West line of the N$\frac{1}{2}$ of the SE$\frac{1}{4}$ of said Section 21, said point being 760 feet North of the Southwest corner of said N$\frac{1}{2}$, SE$\frac{1}{4}$; thence Southeasterly to a point which is 200 feet East of the West line, and 730 feet North of the South line of said N$\frac{1}{2}$, SE$\frac{1}{4}$; thence Northeasterly to a point which is 680 feet East of the West line and 875 feet North of the South line of said N$\frac{1}{2}$, SE$\frac{1}{4}$; thence Southeasterly to a point which is 870 feet East of the West line and 845 feet North of the South line of said N$\frac{1}{2}$, SE$\frac{1}{4}$; thence Southwesterly to a point which is 850 feet East of the West line, and 695 feet North of the South line of said N$\frac{1}{2}$, SE$\frac{1}{4}$; thence Southeasterly to a point which is 980 feet East of the West line, and 650 feet North of the South line of said N$\frac{1}{2}$, SE$\frac{1}{4}$; thence Southerly to a point which is 970 feet East of the West line, and 460 feet North of the South line of said N$\frac{1}{2}$, SE$\frac{1}{4}$; thence Southwesterly to a point which is 895 feet East of the West line, and 255 feet North of the South line of said N$\frac{1}{2}$, SE$\frac{1}{4}$; thence Southwesterly to a point on the South line of said N$\frac{1}{2}$, SE$\frac{1}{4}$, said point being 868.39 feet East of the Southwest corner of said N$\frac{1}{2}$, SE$\frac{1}{4}$, measured along said South line; thence S 87° 53' 47" W, along said South line of said N$\frac{1}{2}$, SE$\frac{1}{4}$, a distance of 868.39 feet to the point of beginning.

(approximately 119th Street, south 1/2 mile, from Roe Ave. to Mission Rd.; Berkshire subdivision)

TAKE EFFECT. Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-22-83 Second Reading: 3-14-83

Passed by the Governing Body this 14th day of March, 1983.

Approved by the Mayor this 14th day of March, 1983.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 18th day of, March 19 83, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 18th day of March 19 83

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 28.87
Additional copies $

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, March 18, 1983.

ORDINANCE NO. 772

AN ORDINANCE RELATING TO ZONING OF CERTAIN PROPERTY IN THE CITY OF LEAWOOD, KANSAS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

16-1403. Section 1. The following described real property is hereby designated as being zoned RP-1, Planned Single Family Residential District, in accordance with the terms of the Zoning Ordinance as adopted April 17, 1978, this property having been previously zoned R-1, Single Family Residential District:

All that part of the E½ of Section 21, Township 13, Range 25, in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Southeast corner of the N½, SW¼ of said Section 21; thence S 87° 50' 14" W, along the South line of said N½, SW¼, a distance of 287.50 feet, to its intersection with the centerline of Roe Avenue, as now established; thence Northwesterly, Northerly and Northeasterly along the centerline of Roe Avenue, as now established, to a point which is 810 feet North of the South line of said N½, SW¼; thence Southeasterly to a point on the West line of the N½ of the SE¼ of said Section 21, said point being 760 feet North of the Southwest Corner of said N½, SE¼; thence Southeasterly to a point which is 200 feet East of the West line, and 730 feet North of the South line of said N½, SE¼; thence Northeasterly to a point which is 680 feet East of the West line and 875 feet North of the South line of said N½, SE¼; thence Southeasterly to a point which is 870 feet East of the West line and 845 feet North of the South line of said N½, SE¼; thence Southwesterly to a point which is 850 feet East of the West line, and 695 feet North of the South line of said N½, SE¼; thence Southeasterly to a point which is 980 feet East of the West line, and 650 feet North of the South line of said N½, SE¼; thence Southerly to a point which is 970 feet East of the West line, and 460 feet North of the South line of said N½, SE¼; thence Southwesterly to a point which is 895 feet East of the West line and 255 feet North of the South line of said N½, SE¼; thence Southwesterly to a point on the South line of said N½, SE¼, said point being 868.39 feet East of the Southwest corner of said N½, SE¼, measured along said South line; thence S 87° 53' 47" W, along said South line of said N½, SE¼, a distance of 868.39 feet to the point of beginning.

(approximately 119th Street, south ½ mile, from Roe Ave. to Mission Rd.; Berkshire subdivision)

TAKE EFFECT. (Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-22-83 Second Reading: 3-14-83

Passed by the Governing Body this 14th day of March, 1983.

Approved by the Mayor this 14th day of March, 1983.

(SEAL)

(s) Kent E. Crippin
Mayor

Attest:

(s) J. Obertander
City Clerk

ORDINANCE NO. 771

AN ORDINANCE RELATING TO ZONING OF CERTAIN PROPERTY IN THE CITY OF LEAWOOD, KANSAS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

18-1501 Sec. no. changed by '84 Code

~~16-1501~~. Section 1. The following described real property is hereby designated as being zoned RP-5, Planned Apartment House District, in accordance with the terms of the Zoning Ordinance as adopted April 17, 1978, this property having been previously zoned R-1, Single Family Residential District:

All that part of the E½ of Section 21, Township 13, Range 25, in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Southwest corner of the NE¼ of said Section 21; thence N 2° 07' 32" W, along the West line of said NE¼, said west line also being the centerline of Roe Avenue as now established, a distance of 93 feet; thence N 70° 45' E, to a point which is 495 feet East of the West line of the NE¼ of said Section 21; thence Southeasterly to a point on the South line of said NE¼, said point being 600 feet East of the Southwest corner of said NE¼; thence continuing Southeast to a point which is 700 feet East of the West line of the SE¼ and 1110 feet North of the South line of the N½ of the SE¼ of said Section 21; thence Southwesterly to a point which is 680 feet East of the West line and 875 feet North of the South line of said N½, SE¼; thence Southwesterly to a point which is 200 feet East of the West line and 730 feet North of the South line of said N½, SE¼; thence Northwesterly to a point on the West line of said N½, SE¼, said point being 760 feet North of the Southwest corner of said N½, SE¼; thence Northwesterly to a point on the centerline of Roe Avenue as now established, said point being 810 feet North of the South line of the N½ of the SW¼ of said Section 21; thence Northeasterly and Northerly, along the centerline of Roe Avenue as now established, to the point of beginning.

(approximately 119th Street, south 1/2 mile, from Roe Ave. to Mission Rd.; Berkshire subdivision)

TAKE EFFECT. Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-22-83 Second Reading: 3-14-83

Passed by the Governing Body this 14th day of March, 1983.

Approved by the Mayor this 14th day of March, 1983.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: _____, City Attorney
Larry Winn III

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 18th day of, March 19 83, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 18th day of March 19 83

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 24.72
Additional copies $

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published In The Johnson County Sun, Friday, March 18, 1983.

ORDINANCE NO. 771

AN ORDINANCE RELATING TO ZONING OF CERTAIN PROPERTY IN THE CITY OF LEAWOOD, KANSAS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

16-1501. Section 1. The following described real property is hereby designated as being zoned RP-5, Planned Apartment House District, in accordance with the terms of the Zoning Ordinance as adopted April 17, 1978, this property having been previously zoned R-1, Single Family Residential District:

All that part of the E½ of Section 21, Township 13, Range 25, in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Southwest corner of the NE¼ of said Section 21; thence N 2° 0' 32" W, along the West line of said NE¼, said west line also being the centerline of Roe Avenue as now established, a distance of 93 feet; thence N 70° 45' E, to a point which is 495 feet East of the West line of the NE¼ of said Section 21; thence Southeasterly to a point on the South line of said NE¼, said point being 600 feet East of the Southwest corner of said NE¼; thence continuing Southeast to a point which is 700 feet East of the West line of the SE¼ and 1110 feet North of the South line of the N½ of the SE¼ of said Section 21; thence Southwesterly to a point which is 680 feet East of the West line and 875 feet North of the South line of said N½, SE¼; thence Southwesterly to a point which is 200 feet East of the West line and 730 feet North of the South line of said N½, SE¼; thence Northwesterly to a point on the West line of said N½, SE¼, said point being 760 feet North of the Southwest corner of said N½, SE¼; thence Northwesterly to a point on the centerline of Roe Avenue as now established, said point being 810 feet North of the South line of the N½ of the SW¼ of said Section 21; thence Northeasterly and Northerly, along the centerline of Roe Avenue as now established, to the point of beginning.

(approximately 119th Street, south ½ mile, from Roe Ave. to Mission Rd.; Berkshire subdivision)

TAKE EFFECT. Section 2. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

First Reading: 2-22-83 Second Reading: 3-14-83

Passed by the Governing Body this 14th day of March, 1983.

Approved by the Mayor this 14th day of March, 1983.

(SEAL)

(s) Kent E. Crippin

[redacted]

(s) J. Oberlander

Clerk

APPROVED FOR FORM AND [redacted] Winn III, City Attorney

(0571 1F)

ORDINANCE NO. 770

AN ORDINANCE GRANTING AN EASEMENT FOR SANITARY SEWER PURPOSES.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-6,114. Section 1. The City of Leawood, Kansas, does hereby grant an easement for sanitary sewer purposes to the City of Kansas City, Missouri, on property as herein described:

> A tract of land 10 feet in width across a part of the N 1/2 of Frac. Section 11, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, lying 5 feet on each side of the following described centerline: Commencing at a point lying 1372.46 feet South of the North line and 121.95 feet West of the East line of said Frac. Section 11; thence S 77° 15' 39" W, a distance of 165.45 feet; thence S 89° 03' 59" W, a distance of 278.50 feet, to the true point of beginning of subject tract; thence N 32° 56' 01" W, a distance of 92.86 feet.

(across Indian Creek opposite the Public Works facility for K.C., Mo. Indian Creek Interceptor, Section 3)

19-6,115. INCORPORATION BY REFERENCE. Section 2. A copy of said easement is attached hereto and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-7-83 Second Reading: 2-22-83

Passed by the Governing Body this 22nd day of February, 1983.

Approved by the Mayor this 22nd day of February, 1983.

(S E A L)

Kent E. Cripps Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

Standard Sewer Easement

Know All Men By These Presents:

That City of Leawood, a Municipal Corporation hereinafter called GRANTOR for and in consideration of one dollar ($1.00) and other valuable considerations the receipt of which is hereby acknowledged, does hereby grant, remise, release and forever quitclaim unto KANSAS CITY, a Missouri municipality, hereinafter called GRANTEE, an easement for the location, construction reconstruction, maintenance, operation and repair of sewerage improvements and any and all appurtenances incidental thereto in, under, upon, over and through the following-described tract of land lying, being and situate in ~~Kansas City~~ The City of Leawood, Johnson County, ~~Missouri~~, Kansas, to-wit.

A tract of land 10 feet in width across a part of the N½ of Frac. Section 11, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, lying 5 feet on each side of the following described centerline: Commencing at a point lying 1372.46 feet South of the North line and 121.95 feet West of the East line of said Frac. Section 11; thence S 77° 15' 39" W, a distance of 165.45 feet; thence S 89° 03' 59" W, a distance of 278.50 feet, to the true point of beginning of subject tract; thence N 32° 56' 01" W, a distance of 92.86 feet.

together with the right of GRANTEE, its agents, employees or independent contractors to go upon the above-described easement and so much of GRANTOR'S land adjacent thereto as may be reasonably necessary for the purpose of constructing, maintaining and repairing the sewerage improvements and appurtenances thereto. Upon completion of such construction, maintenance or repair, the GRANTEE shall cause the land of the GRANTOR to be restored to approximately the same condition that existed prior to the GRANTEE'S entry upon it.

By the granting of this easement, it shall not be construed to prohibit the GRANTOR from developing any adjoining property or from the laying out, establishing and constructing pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof; provided, however, said easement shall be kept free from additional depth of overburden, buildings, and any other structure of obstruction (except sidewalks, roadways, pavement, grass, shrubs, fences, or curbs), which will interfere with the GRANTEE in entering upon said adjacent land and easement for the purpose of laying, constructing, reconstructing, operating, repairing and maintaining such sewerage improvements and appurtenances.

GRANTORS further state that they are lawfully seized of an indefeasible title in fee to the lands through which said easement is granted, and that they have good and lawful title and right to convey said easement to the GRANTEE aforesaid.

IN TESTIMONY WHEREOF, the said GRANTOR(S) has hereunto set his hand and seal this 20th day of January Nineteen Hundred and Eighty Three

J. Oberlander (SEAL) — J. Oberlander, City Clerk

Kent E. Crippin (SEAL) — Mayor Kent E. Crippin

(SEAL)

(SEAL)

1217-011 (5/78)

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 2nd day of, March 19 83, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 2nd day of March 19 83

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 17.13
Additional copies $

STATE NOTARY PUBLIC KANSAS | MARGUERITE E. BAKER JOHNSON COUNTY, KANSAS My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Wednesday, March 2, 1983.

ORDINANCE NO. 770

AN ORDINANCE GRANTING AN EASEMENT FOR SANITARY SEWER PURPOSES.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-6,114. Section 1. The City of Leawood, Kansas, does hereby grant an easement for sanitary sewer purposes to the City of Kansas City, Missouri, on property as herein described:

A tract of land 10 feet in width across a part of the N ½ of Frac. Section 11, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, lying 5 feet on each side of the following described centerline: Commencing at a point lying 1372.46 feet South of the North line and 121.95 feet West of the East line of said Frac. Section 11; thence S 77° 15' 39" W, a distance of 165.45 feet; thence S 89° 03' 59" W, a distance of 278.50 feet, to the true point of beginning of subject tract; thence N 32° 56' 01" W, a distance of 92.86 feet.

(across Indian Creek opposite the Public Works facility for K.C., Mo. Indian Creek Interceptor, Section 3)

19-6,115. INCORPORATION BY REFERENCE. Section 2. A copy of said easement is attached hereto and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-7-83 Second Reading: 2-22-83

Passed by the Governing Body this 22nd day of February, 1983.

Approved by the Mayor this 22nd day of February, 1983.

(s)Kent E. Crippin[redacted]

Mayor

SEAL

Attest:

(s)J. Oberlander

City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

(0215 1W)

ORDINANCE NO. 769

AN ORDINANCE ACCEPTING THREE (3) PERMANENT SANITARY SEWER EASEMENTS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-6,112. Section 1. The City of Leawood does hereby accept permanent sanitary sewer easements from William J. and Barbara A. Hadel, Terry and Mary Gerkovich, and L.V. and Evelyn R. Minor, each a part of the South 1/2 of Lot 5, MEADOW VIEW, a subdivision of land in the City of Prairie Village, Johnson County, Kansas. (7800 Block of Howe Drive)

19-6,113. Section 2. Copies of said Easements are attached hereto and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-7-83 Second Reading: 2-22-83

Passed by the Governing Body this 22nd day of February, 1983.

Approved by the Mayor this 22nd day of February, 1983.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

PERMANENT SANITARY SEWER EASEMENT 1393156

THIS AGREEMENT, made and entered into this 25th day of January, 1983, between William J. Hadel & Barbara A. Hadel, husband and wife owners of property herein described, hereinafter known as (Party)(Parties) of the First Part, and the CITY OF LEAWOOD, KANSAS, a municipal corporation organized and existing pursuant to the laws of the State of Kansas, hereinafter known as Party of the Second Part:

WITNESSETH:

In consideration of the sum of One dollar & n0/100 ($1.00) DOLLARS, receipt of which is hereby acknowledged, the undersigned (Party)(Parties) of the First Part (do)(does) hereby convey(s) and release(s) to the Party of the Second Part, a permanent construction easement hereinafter more particularly designated and described, to wit:

A part of the South 1/2 of Lot 5, MEADOW VIEW, a subdivision of land now in the City of Prairie Village, Johnson County, Kansas, more particularly described as follows: Beginning at the intersection of the North line, of the South 1/2 of said Lot 5 and the West right-of-way line of Howe Street as now located; thence South along the West line of said Howe Street, a distance of 82.8 feet; thence West parallel to the North line of the South 1/2 of said Lot 5, a distance of 22.5 feet; thence Northwesterly to a point on the North line of the South 1/2 of said Lot 5 and 12.5 feet West of the Point of Beginning; thence East 12.5 feet to the Point of Beginning.....also.....All of the South 7.5 feet of the North 82.80 feet of the South 1/2 of said Lot 5, lying West of Howe Street; EXCEPT the West 160 feet thereof, which shall be a permanent sanitary sewer easement.

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1983 FEB 8 AM 9 36 .6

5.00

RUBIE M. SCOTT
REGISTER OF DEEDS
BY_____DEP.

for the sole use of said party of the second part as and for sanitary sewer purposes within said City sewer system; when same shall cease to be used for said purposes to revert to the grantors, their successors, assigns or grantees.

It is hereby mutually understood and agreed that said First party hereby waives any claim for damages against the City of Leawood for damages of any and every kind occasioned by the location of said sanitary sewers. This does not include acts of the City during period of construction, repair or maintenance of the sanitary sewer. All sod removed or damaged by the installation of said line, or by making future repairs shall be replaced by the grantee.

IN WITNESS WHEREOF, said party of the first part has hereunto set his hand and seal the day and year first above written.

William J. Hadel
William J. Hadel

Barbara A. Hadel
Barbara A. Hadel

STATE OF
SS:
COUNTY:

BE IT REMEMBERED that on this 25th day of January, 19 83, before me, a notary public in and for said county and state, came William J. Hadel and Barbara A. Hadel, husband and wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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

BEVERLY J. HARNESS
NOTARY PUBLIC
JOHNSON COUNTY, KANSAS
My Commission Expires: August 2, 1986

Beverly J. Harness
Notary Public Beverly J. Harness,

VOL 1824 PAGE 243

EASEMENT SANITARY SEWER PERMIT 1393157

THIS AGREEMENT, made and entered into this 25th day of January, 1983, between L. V. Minor and Evelyn R. Minor, husband & wife owners of property herein described, hereinafter known as (Party)(Parties) of the First Part, and the CITY OF LEAWOOD, KANSAS, a municipal corporation organized and existing pursuant to the laws of the State of Kansas, hereinafter known as Party of the Second Part:

WITNESSETH:

In consideration of the sum of One dollar & no/100 ($1.00) DOLLARS, receipt of which is hereby acknowledged, the undersigned (Party)(Parties) of the First Part (do)(does) hereby convey(s) and release(s) to the Party of the Second Part, a permanent construction easement hereinafter more particularly designated and described, to wit:

A part of the South 1/2 of Lot 5, MEADOW VIEW, a subdivision of land now in the City of Prairie Village, Johnson County, Kansas, more particularly described as follows: All of the South 15 feet, of the North 90.3 feet, of the East 10 feet, of the West 180 feet, of the South 1/2 of said Lot 5, which shall be a permanent sanitary sewer easement.

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1983 FEB 8 AM 9 36 .8
5.00
RUBIE M. SCOTT
REGISTER OF DEEDS
BY_____DEP.

For the sole use of said party of the second part as and for sanitary sewer purposes within said City sewer system; when used shall cease to be used for said purposes to revert to the grantors, their successors, assigns or grantees

It is hereby mutually understood and agreed that said First party hereby waiv any claim for damages against the City of Leawood for damages of any and every kind occasioned by the location of said sanitary sewers. This does not inclu acts of the City during period of construction, repair or maintenance of the sanitary sewer. All sod removed or damaged by the installation of said line, or by making future repairs shall be replaced by the grantee.

IN WITNESS WHEREOF, said party of the First part has hereunto set his hand and seal the day and year first above written.

L. V. Minor
L. V. Minor

Evelyn R. Minor
Evelyn R. Minor

STATE OF
COUNTY: } SS:

BE IT REMEMBERED that on this 25th day of January, 1983, before me, a notary public in and for said county and state, came L. V. Minor and Evelyn R Minor to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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

William J. Hadel
Notary Public William J. Hadel

My Commission Expires: May 11, 1983

WILLIAM J. HADEL
Johnson County, Ks.
My Appt. Exp. May 11, 1983

VOL 1824 PAGE 244

1393158

THIS AGREEMENT, made and entered into this 25th day of January, 1983, between Terry Gerkovich and Mary Gerkovich, husband & wife owners of property herein described, hereinafter known as (Party)(Parties) of the First Part, and the CITY OF LEAWOOD, KANSAS, a municipal corporation organized and existing pursuant to the laws of the State of Kansas, hereinafter known as Party of the Second Part:

WITNESSETH:

In consideration of the sum of One dollar & no/100 ($1.00) DOLLARS, receipt of which is hereby acknowledged, the undersigned (Party)(Parties) of the First Part (do)(does) hereby convey(s) and release(s) to the Party of the Second Part, a permanent construction easement hereinafter more particularly designated and described, to wit:

A part of the South 1/2 of Lot 5, MEADOW VIEW, a subdivision of land now in the City of Prairie Village, Johnson County, Kansas, more particularly described as follows: All of the South 7.5 feet, of the North 90.3 feet of the South 1/2 of said Lot 5, lying West of Howe Street, EXCEPT the West 150 feet thereof, which shall be a permanent sanitary sewer easement.

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1983 FEB 8 AM 9 37 .1

5.00

RUBIE M. SCOTT
REGISTER OF DEEDS
BY_____DEP.

for the sole use of said party of the second part as and for sanitary sewer purposes within said City sewer system; when same shall cease to be used for said purposes to revert to the grantors, their successors, assigns or grantees.

It is hereby mutually understood and agreed that said first party hereby waives any claim for damages against the City of Leawood for damages of any and every kind occasioned by the location of said sanitary sewers. This does not include acts of the City during period of construction, repair or maintenance of the sanitary sewer. All sod removed or damaged by the installation of said line, or by making future repairs shall be replaced by the grantee.

IN WITNESS WHEREOF, said party of the first part has hereunto set his hand and seal the day and year first above written.

Terry Gerkovich
Terry Gerkovich

Mary Gerkovich
Mary Gerkovich

STATE OF
COUNTY: SS:

BE IT REMEMBERED that on this 25th day of January, 1983, before me, a notary public in and for said county and state, came Terry Gerkovich and Mary Gerkovich to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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

William J. Hadel
Notary Public. William J. Hadel

My Commission Expires: May 11, 1983

5.00

WILLIAM J. HADEL
Johnson County, Ks.
My Appt. Exp. May 11, 1983

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 2nd day of, March 19 83, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 2nd day of March 19 83

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 12.73
Additional copies $

MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Wednesday, March 2, 1983.

ORDINANCE NO. 769

AN ORDINANCE ACCEPTING THREE (3) PERMANENT SANITARY SEWER EASEMENTS.

Best ordained by the Governing Body of the City of Leawood, Kansas:

19-6,112. Section 1. The City of Leawood does hereby accept permanent sanitary sewer *easements from William J.* and Barbara A. Hadel, Terry and Mary Gerkovich, and L.V. and Evelyn R. Minor, each a part of the South ½ of Lot 5, MEADOW VIEW, a subdivision of land in the City of Prairie Village, Johnson County, Kansas. (7800 Block of Howe Drive)

19-6,113. Section 2. Copies of said Easements are attached hereto and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-7-83 Second Reading: 2-22-83

Passed by the Governing Body this 22nd day of February, 1983.

Approved by the Mayor this 22nd day of February, 1983.

(s) Kent E. Crippin
Mayor

(SEAL)

Attest:
(s) J. Oberlander
City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, *City Attorney*

(0214 1W)

ORDINANCE NO. 768

AN ORDINANCE ESTABLISHING FEES FOR REZONING, SPECIAL USE PERMITS, AND PLANNING APPLICATIONS, AND REPEAL OF SECTION.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTION. Section 1. Section 5-901 of Revised Ordinances, as adopted by Ordinance No. 680, is hereby repealed and the following enacted in lieu thereof:

5-901. Section 2. To partially cover the cost of administering the procedures set forth in the Zoning Ordinance of the City of Leawood, 1978 Edition, fees in the following amounts shall be required at the time of submission of corresponding plans and/or applications:

REZONING	TRACT SIZE	REZONING FEE	PRELIMINARY PLAN	FINAL PLAN
Residential (AR-1 to RP-6)	0 - 5 acres	$100	$100	$100
	5+ - 40	150	150	100
	40+ - up	150	200	150
Office (CP-O)	0 - 5	100	150	100
	5+ - 10	100	200	100
	10+ - 25	150	250	150
	25+ - 50	150	300	150
	50+ - up	200	350	200
Commercial (CP-1 to CP-2)	0 - 5	100	150	100
	5+ - 10	100	200	100
	10+ - 25	150	300	150
	25+ - 50	150	350	200
	50+ - up	200	400	200
Recreation	0 - 5	100	100	50
	5+ - 25	100	100	100
	25+ - up	100	150	150
Industrial	0 - 5	100	150	100
	5+ - 10	100	200	100
	10+ - up	150	250	150
Special Development	0 - 5	100	150	100
	5+ - 10	150	150	100
	10+ - 25	150	200	250
	25+ - up	150	250	250
Mixed Zoning (Combination of any two or more districts)	0 - 10	150	150	150
	10+ - 25	200	200	200
	25+ - 50	200	250	250
	50+ - 75	250	300	250
	75+ - up	300	300	300

REZONING	TRACT SIZE	REZONING FEE	PRELIMINARY PLAN	FINAL PLAN
Special Use Permits, except oil and gas	0 - 5 acres	$150		
	5+ - 10	200		
	10+ - up	250		
Other Plan Approvals				
. Landscape Plan		- $75.00		
. Sign Policy Approval		- 50.00		
. Flood Plain Development		- 100.00		
Streets, Utility Vacation		- 100.00		
Board of Zoning Appeals Hearing		- 50.00		

Applicant is responsible for the cost of publishing rezoning or special use permit ordinance following City Council approval.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-7-83 Second Reading: 2-22-83

Passed by the Governing Body this 22nd day of February, 1983.

Approved by the Mayor this 22nd day of February, 1983.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 2nd day of, March 19 83, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 2nd day of March 19 83

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 34.99
Additional copies $

STATE OF KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Wednesday, March 2, 1983.

ORDINANCE NO. 768

AN ORDINANCE ESTABLISHING FEES FOR REZONING, SPECIAL USE PERMITS, AND PLANNING APPLICATIONS, AND REPEAL OF SECTION.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTION. Section 1. Section 5-901 of Revised Ordinances, as adopted by Ordinance No. 680, is hereby repealed and the following enacted in lieu thereof:

5-901. Section 2. To partially cover the cost of administering the procedures set forth in the Zoning Ordinance of the City of Leawood, 1978 Edition, fees in the following amounts shall be required at the time of submission of corresponding plans and/or applications:

REZONING	TRACT SIZE	REZONING FEE	PRELIMINARY PLAN	FINAL PLAN
Residential (AR-1 to RP-6)	0 - 5 acres	$100	$100	$100
	5+ - 40	150	150	100
	40+ - up	150	200	150
Office (CP-O)	0 - 5	100	150	100
	5+ - 10	100	200	100
	10+ - 25	150	250	150
	25+ - 50	150	300	150
	50+ - up	200	350	200
Commercial (CP-1 to CP-2)	0 - 5	100	150	100
	5+ - 10	100	200	100
	10+ - 25	150	200	100
	25+ - 50	150	250	150
	50+ - up	200	300	200
Recreation	0 - 5	100	100	50
	5+ - 25	100	100	100
	25+ - up	100	150	150
Industrial	0 - 5	100	150	100
	5+ - 10	100	200	100
	10+ - up	150	250	150
Special Development	0 - 5	100	150	100
	5+ - 10	150	150	100
	10+ - 25	150	200	250
	25+ - up	150	250	250
Mixed Zoning (Combination of any two or more districts)	0 - 10	150	150	150
	10+ - 25	200	200	200
	25+ - 50	200	250	250
	50+ - 75	250	300	750
	75+ - up	300	300	300

REZONING	TRACT SIZE	REZONING FEE	PRELIMINARY PLAN	FINAL PLAN
Special Use Permits, except oil and gas	0 - 5 acres	$150		
	5+ - 10	200		
	10+ - up	250		

Other Plan Approvals

. Landscape Plan	$ 75.00
. Sign Policy Approval	50.00
. Flood Plain Development	100.00
Streets, Utility Vacation	100.00
Board of Zoning Appeals Hearing	50.00

Applicant is responsible for the cost of publishing rezoning or special use permit ordinance following City Council approval.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-7-83 Second Reading: 2-22-83

Passed by the Governing Body this 22nd day of February, 1983.

Approved by the Mayor this 22nd day of February, 1983.

(S E A L)

Attest:

D. Oberlander, City Clerk

APPROVED FOR FORM AND CONTENT: Larry King III, City Attorney

(0218 IW)

ORDINANCE NO. 767

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF LEAWOOD, KANSAS; CITY ZONING DISTRICT MAPS; AND REPEAL OF SECTIONS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTIONS. Section 1. Sections 4-101 and 4-101.1 of Revised Ordinances, as adopted by Ordinance No. 670; Sections 4-102 and 4-103 of Revised Ordinances, as adopted by the Codification of 1970; and Section 15-407 of Revised Ordinances, as adopted by the Zoning Ordinance of April 17, 1978, are hereby repealed and the following enacted in lieu thereof:

15-407. CITY ZONING DISTRICT MAPS. Section 2. Zoning district maps, in accordance with K.S.A. 12-707, are hereby established and shall be maintained by the Planning and Development Department. The maps shall be changed immediately after a zoning district is added or changed by ordinance wherein the zoning maps shall accurately describe these districts.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-7-83 Second Reading: 2-22-83

Passed by the Governing Body this 22nd day of February, 1983.

Approved by the Mayor this 22nd day of February, 1983.

(S E A L)

Kent E. Cripps Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 2nd day of, March 19 83, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 2nd day of March 19 83

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 15.42
Additional copies $

STATE NOTARY PUBLIC KANSAS | MARGUERITE E. BAKER JOHNSON COUNTY, KANSAS My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Wednesday, March 2, 1983.

ORDINANCE NO. 767

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF LEAWOOD, KANSAS; CITY ZONING DISTRICT MAPS; AND REPEAL OF SECTIONS.

ing Body of the City of Leawood, Kansas:

REPEAL OF SECTIONS. Section 1. Sections 4-101 and 4-101.1 of Revised Ordinances, as adopted by Ordinance No. 670; Sections 4-102 and 4-103 of Revised Ordinances, as adopted by the Codification of 1970; and Section 15-407 of Revised Ordinances, as adopted by the Zoning Ordinance of April 17, 1978, are hereby repealed and the following enacted in lieu thereof:

15-407. CITY ZONING DISTRICT MAPS. Section 2. Zoning district maps, in accordance with K.S.A. 12-707, are hereby established and shall be maintained by the Planning and Development Department. The maps shall be changed immediately after a zoning district is added or changed by ordinance wherein the zoning maps shall accurately describe these districts.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2-7-83 Second Reading: 2-22-83

Passed by the Governing Body this 22nd day of February, 1983.

Approved by the Mayor this 22nd day of February, 1983.

(s) Kent E. Crippin
Mayor

(SEAL)

Attest:
(s) [illegible]

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

(0212 IW)

ORDINANCE NO. 766

AN ORDINANCE GRANTING AN EASEMENT FOR SANITARY SEWER PURPOSES.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-6,110. Section 1. The City of Leawood, Kansas, does hereby grant unto itself the following described easement for sanitary sewer purposes, to-wit:

> A tract of land 10 feet in width across a part of the N 1/2 of Frac. Section 11, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, lying 5 feet on each side of the following described centerline: Commencing at the Northwest corner of said Frac. Section 11; thence S 0° 06' W, along the West line of said Frac. Section 11, a distance of 1062.90 feet; thence N 90° E, a distance of 103.75 feet; thence N 30° 42' E, a distance of 209.50 feet; thence N 90° E, a distance of 55.24 feet; thence S 0° E, a distance of 3.73 feet, to a point on the centerline of an existing sanitary sewer manhole as now located, said point also being the true point of beginning of subject tract; thence S 10° 55' 48" E, a distance of 123.90 feet; thence S 17° 58' 22" E, a distance of 273.80 feet, to point "A"; thence S 6° 55' 20" W, a distance of 11.96 feet . . . and also . . . Beginning at point "A"; thence N 68° 58' 54" W, a distance of 19.33 feet, to a point on the center of an existing sanitary sewer manhole.
>
> (Public Works facility; 2008 W. 104th St.)

19-6,111. INCORPORATION BY REFERENCE. Section 2. A copy of said easement is attached hereto and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 1/17/83 Second Reading: 2/7/83

Passed by the Governing Body this 7th day of February, 1983.

Approved by the Mayor this 7th day of February, 1983.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

PERMANENT SANITARY SEWER EASEMENT 1830810

ORIGINAL COMPARED WITH RECORD

THIS AGREEMENT, made and entered into this 3rd day of January, 19 83,

between City of Leawood, Kansas, a Municipal Corporation owners of property herein described, hereinafter known as (Party) (Parties) of the First Part, and the CITY OF LEAWOOD, KANSAS, a municipal corporation organized and existing pursuant to the laws of the State of Kansas, hereinafter known as Party of the Second Part:

WITNESSETH:

In consideration of the sum of One DOLLARS, receipt of which is hereby acknowledged, the undersigned (Party) (Parties) of the First Part (do) (does) hereby convey(s) and release(s) to the Party of the Second Part a permanent construction easement hereinafter more particularly designated and described, to wit:

A tract of land 10 feet in width across a part of the N½ of Frac. Section 11, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, lying 5 feet on each side of the following described centerline: Commencing at the Northwest corner of said Frac. Section 11; thence S 0° 06' W, along the West line of said Frac. Section 11, a distance of 1062.90 feet; thence N 90° E, a distance of 103.75 feet; thence N 30° 42' E, a distance of 209.50 feet; thence N 90° E, a distance of 55.24 feet; thence S 0° E, a distance of 3.73 feet, to a point on the centerline of an existing sanitary sewer manhole as now located, said point also being the true point of beginning of subject tract; thence S 10° 55' 48" E, a distance of 123.90 feet; thence S 17° 58' 22" E, a distance of 273.80 feet, to point "A"; thence S 6° 55' 20" W, a distance of 11.96 feet . . . and also . . . Beginning at point "A"; thence N 68° 58' 54" W, a distance of 19.33 feet, to a point on the center of an existing sanitary sewer manhole.

STATE OF KANSAS } SS
COUNTY OF JOHNSON
FILED FOR RECORD

1983 JAN 5 AM 10 10 .1

500

DONNA M. SCOTT
REGISTER OF DEEDS
BY _____ DEP.

for the sole use of said party of the second part as and for sanitary sewer purposes within said City; when same shall cease to be used for said purposes to revert to the grantors, their successors, assigns or grantees.

It is hereby mutually understood and agreed that said first party hereby waives any claim for damages against the City of Leawood for damages of any and every kind occasioned by the location of said sanitary sewers.

IN WITNESS WHEREOF, said party of the first part has hereunto set his hand and seal the day and year first above written.

Kent E. Crippin

J. Oberlander

STATE OF KANSAS, JOHNSON COUNTY, SS:

BE IT REMEMBERED that on this 3rd day of January, 19 83, before me, a notary public in and for said county and state came Kent E. Crippin and J. Oberlander to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

500

MYRA T. TORBERT
Johnson County, Ks.
My Appt. Exp. _____

Myra T. Torbert, Notary Public

My Appointment Expires: October 6, 1985

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 11th day of, February 19 83, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 11th day of February 19 83.

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 20.07
Additional copies $

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in the Johnson County Sun Friday, February 11, 1983.

ORDINANCE NO. 766

AN ORDINANCE GRANTING AN EASEMENT FOR SANITARY SEWER PURPOSES.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-6, 110. Section 1. The City of Leawood, Kansas, does hereby grant unto itself the following described easement for sanitary sewer purposes, to-wit:

A tract of land 10 feet in width across a part of the N ½ of Frac. Section 11, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, lying 5 feet on each side of the following described centerline: Commencing at the Northwest corner of said Frac. Section 11; thence S 0° 06' W, along the West line of said Frac. Section 11, a distance of 1062.90 feet; thence N 90° E, a distance of 103.75 feet; thence N 30° 42' E, a distance of 209.50 feet; thence N 90° E, a distance of 55.24 feet; thence S 0° E, a distance of 3.73 feet, to a point on the centerline of an existing sanitary sewer manhole as now located, said point also being the true point of beginning of subject tract; thence S 10° 55' 48" E, a distance of 123.90 feet; thence S 17° 58' 22" E, a distance of 273.80 feet, to point "A"; thence S 6° 55' 20" W, a distance of 11.96 feet . . . and also . . . Beginning at point "A"; thence N 68° 58' 54" W, a distance of 19.33 feet, to a point on the center of an existing sanitary sewer manhole.

(Public Works facility: 2008 W. 104th St.)

19-6,111. INCORPORATION BY REFERENCE. Section 2. A copy of said easement is attached hereto and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 1/17/83 Second Reading: 2/7/83

Passed by the Governing Body this 7th day of February, 1983.

Approved by the Mayor this 7th day of February, 1983.

(s) Kent E. Crippin
Mayor

(SEAL)

Attest:
(s) J. Oberlander,

APPROVED AS TO FORM AND CONTENT:
(s) Larry Winn III,
City Attorney

ORDINANCE NO. 765

AN ORDINANCE GRANTING AN EASEMENT FOR UTILITY PURPOSES.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-6,108. Section 1. The City of Leawood, Kansas does hereby grant an easement for utility purposes to the Kansas City Power & Light Company, said easements being over, along, across and under the following tracts of land located in the County of Johnson, State of Kansas, to wit:

> A tract of land ten (10) feet in width, located in Lot 1; LEAWOOD COUNTRY MANOR, FOURTH PLAT, a subdivision of land now in the City of Leawood, Johnson County, Kansas, the centerline of which is described as follows: Beginning on the East line of Nall Avenue, as now established, at a point one hundred fifty (150) feet North of the North line of 112th Street, as now established; thence East at an angle of ninety degrees (90°) right from the Northerly course of said East line of Nall Avenue, a distance of one hundred seventy (170) feet. Also, a tract of land ten (10) feet in width, located in said Lot 1, the centerline of which is described as follows: Beginning on the South line of 111th Street, as now established, at a point four hundred thirty-seven (437) feet East of the East line of said Nall Avenue; thence Southerly at an angle of eighty-two degrees (82°) right from the Easterly course of the South line of said 111th Street, a distance of two hundred six (206) feet. Also, a tract of land ten (10) feet in width, located in said Lot 1, the centerline of which is described as follows: Beginning on the East line of said Nall Avenue, at a point two hundred ninety-three (293) feet South of the South line of said 111th Street; thence East at an angle of ninety degrees (90°) left from the Southerly course of said East line of Nall Avenue, a distance of one hundred forty-five (145) feet.

(across a portion of Leawood Fountain Plaza)

19-6,109. INCORPORATION BY REFERENCE. Section 2. A copy of said easement is attached hereto and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 12-20-82 Second Reading: 1-3-83

Passed by the Governing Body this 3rd day of January, 1983.

Approved by the Mayor this 3rd day of January, 1983.

(SEAL)

Kent E. Crippin Mayor

Instrument being refiled to correct name of Grantor. ORIGINAL COMPARED WITH RECORD

FORM 64-27 2/74

Corporation Easement

KNOW ALL MEN BY THESE PRESENTS, that CITY OF LEAWOOD, a Municipality, a corporation doing business in the County of Johnson and State of Kansas, for and in consideration of the sum of ONE Dollar ($1.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto Kansas City Power & Light Company, 1330 Baltimore, Kansas City, Missouri, a Missouri corporation, and unto its successors and assigns, a right of way easement over, along, across and under the lands hereinafter described, including the right and privilege at any time and from time to time to enter on said right of way and erect, construct, maintain, repair and relocate poles, wires, guys, anchors, underground cables, conduits, pad mounted transformers and service pedestals, and all appurtenances thereto for the transmission and distribution of electric energy and for communication purposes, and including the right and privilege at any time and from time to time to patrol said right of way, and to cut, top and trim such brush and trees, if any, on or adjacent to said right of way, as may be necessary or desirable to maintain any appurtenances thereon, said right of way being over, along, across and under the following lands in the County of Johnson, State of Kansas, to wit:

A tract of land ten (10) feet in width, located in Lot 1, LEAWOOD COUNTRY MANOR, FOURTH PLAT, a subdivision of land now in the City of Leawood, Johnson County, Kansas, the centerline of which is described as follows: Beginning on the East line of Nall Avenue, as now established, at a point one hundred fifty (150) feet North of the North line of 112th Street, as now established; thence East at an angle of ninety degrees (90°) right from the Northerly course of said East line of Nall Avenue, a distance of one hundred seventy (170) feet. Also, a tract of land ten (10) feet in width, located in said Lot 1, the centerline of which is described as follows: Beginning on the South line of 111th Street, as now established, at a point four hundred thirty-seven (437) feet East of the East line of said Nall Avenue; thence Southerly at an angle of eighty-two degrees (82°) right from the Easterly course of the South line of said 111th Street, a distance of two hundred six (206) feet. Also, a tract of land ten (10) feet in width, located in said Lot 1, the centerline of which is described as follows: Beginning on the East line of said Nall Avenue, at a point two hundred ninety-three (293) feet South of the South line of said 111th Street; thence East at an angle of ninety degrees (90°) left from the Southerly course of said East line of Nall Avenue, a distance of one hundred forty-five (145) feet.

This easement conveyance shall run with the land and shall be binding upon the Grantor, its successors and assigns.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances, necessary incidents and immunities thereunto belonging or in any manner appertaining, unto the said Kansas City Power & Light Company, a corporation, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, the CITY OF LEAWOOD, a Municipality (Name of Corporation) has caused these presents to be signed by its Mayor ~~President~~ and attested by its City Clerk ~~Secretary~~, and its corporate seal to be hereunto affixed this 17th day of November, A. D. 19 82.

CITY OF LEAWOOD, ~~a Municipality~~

By Kent E. Crippin
Mayor ~~President~~

Attest:

J. L. Oberlander
City Clerk ~~Secretary~~

(CORPORATE SEAL)

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1982 NOV 19 AM 10 43 .1
5.00

RUBIE M. SCOTT
REGISTER OF DEEDS
BY _____ DEP.

STATE OF KANSAS
COUNTY OF Johnson } ss

On this 17th day of November, 19 82, before me, a Notary Public, appeared Kent E. Crippin, to me personally known, who, being by me duly sworn, did say that he is the Mayor ~~President~~ of CITY OF LEAWOOD, a Municipality (Name of Corporation) described in and which executed the foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Kent E. Crippin acknowledged said deed to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Myra T. Torbert
Myra T. Torbert, Notary Public

My commission expires October 6, 1985

County of Johnson, State of Missouri

5.00 cash

MYRA T. TORBERT
Johnson County, Ka.
My Appt. Exp.

VOL 1802 PAGE 413

ORDINANCE NO. 765
re Granting of an easement to KCP&L across a portion of
Leawood Fountain Plaza

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 7th day of, January 19 83, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 7th day of January 19 83.

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 24.47
Additional copies $

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, January 7, 1983.

ORDINANCE NO. 765

AN ORDINANCE GRANTING AN EASEMENT FOR UTILITY PURPOSES.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-6,108. Section 1. The City of Leawood, Kansas does hereby grant an easement for utility purposes to the Kansas City Power & Light Company, said easement being over, along, across and under the following tracts of land located in the County of Johnson, State of Kansas, to wit:

A tract of land ten (10) feet in width, located in Lot 1, LEAWOOD COUNTRY MANOR, FOURTH PLAT, a subdivision of land now in the City of Leawood, Johnson County, Kansas, the centerline of which is described as follows: Beginning on the East line of Nall Avenue, as now established, at a point one hundred fifty (150) feet North of the North line of 112th Street, as now established; thence East at an angle of ninety degrees (90°) right from the Northerly course of said Eastline of Nall Avenue, a distance of one hundred seventy (170) feet. Also a tract of land ten (10) feet in width, located in said Lot 1, the centerline of which is described as follows: Beginning on the South line of 111th Street, as now established, at a point four hundred thirty-seven (437) feet East of the East line of said Nall Avenue; thence Southerly at an angle of eighty-two degrees (82°) right from the Easterly course of the South line of said 111th Street, a distance of two hundred six (206) feet. Also, a tract of land ten (10) feet in width, located in said Lot 1, the centerline of which is destribed as follows: Beginning on the East line of said Nall Avenue, at a point two hundred ninety-three (293) feet South of the South line of said 111th Street; thence East at an angle of ninety degrees (90°) left from the Southerly course of said East line of Nall Avenue, a distance of one hundred forty-five (145) feet. (across a portion of Leawood Fountain Plaza).

19-6,109. INCORPORATION BY REFERENCE. Section 2. A copy of said easement is attached hereto and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 12-20-82 Second Reading: 1-3-83

Passed by the Governing Body this 3rd day of January, 1983.

Approved by the Mayor this 3rd day of Janurary, 1983.

(s) Kent E. Crippin,
Mayor

(SEAL)

Attest:
(s) J. Oberlender,
City Clerk

APPROVED FOR FORM AND CONTENT:
(s) Larry Winn III,
City Attorney

ORDINANCE NO. 764

repealed by Ord. 1116 8/21/89

AN ORDINANCE RELATING TO ZONING OF CERTAIN PROPERTY IN THE CITY OF LEAWOOD, KANSAS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

18-1005 Sec. no. changed by '84 Code

~~16-1005~~. Section 1. The following described real property is hereby designated as being zoned RP-4, Planned Cluster Residential District, in accordance with the terms of the Zoning Ordinance as adopted April 17, 1978, this property having been previously recognized as Agricultural zoning by the City:

> The East 100 feet of the Southeast 1/4 of the Northeast 1/4 of Section 22, Range 13, Township 25, and the South 1/2 of the North 1/2 of Fractional Section 23, Range 13, Township 25.
>
> (approximately 37 acres; NW corner of 123rd Street and State Line Road; commonly known as the Drive-in-Theater site)

TAKE EFFECT. Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 12-20-82 Second Reading: 1-3-83

Passed by the Governing Body this 3rd day of January, 1983.

Approved by the Mayor this 3rd day of January, 1983.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 7th day of, January 19 83, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 7th day of January 19 83.

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 14.44
Additional copies $

STATE NOTARY PUBLIC KANSAS | MARGUERITE E. BAKER JOHNSON COUNTY, KANSAS My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, January 7, 1983.

ORDINANCE NO. 764

AN ORDINANCE RELATING TO ZONING OF CERTAIN PROPERTY IN THE CITY OF LEAWOOD, KANSAS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

16-1005. Section 1. The following described real property is hereby designated as being zoned RP-4, Planned Cluster Residential District, in accordance with the terms of the Zoning Ordinance as adopted April 17, 1978, this property having been previously recognized as Agricultural zoning by the City:

The East 100 feet of the Southeast ¼ of the Northeast ¼ of Section 22, Range 13, Township 25, and the South ½ of the North ½ of Fractional Section 23, Range 13, Township 25.

(approximately 37 acres; NW corner of 125rd Street and State Line Road; commonly known as the Drive-In-Theatre site)

THIS ORDINANCE: Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 12-20-82 Second Reading: 1-3-83

Passed by the Governing Body this 3rd day of January, 1983.

Approved by the Mayor this *3rd day of January*, 1983.

(s) Kent E. Crippin,
Mayor

(SEAL)

Attest:

(s) J. Oberlander,
City Clerk

APPROVED FOR FORM AND CONTENT:

(s) Larry Winn III,
City Attorney

(5827 1F)

ORDINANCE NO. 763 Repealed by Ord. #839 CODE OF 1984 Effective 12/21/84

AN ORDINANCE REGULATING TRAFFIC UPON THE HIGHWAYS OF THE CITY OF LEAWOOD, KANSAS: INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES", PREPARED AND PUBLISHED BY THE LEAGUE OF KANSAS MUNICIPALITIES, EDITION OF 1982, WITH CERTAIN MODIFICATIONS, AS AUTHORIZED BY K.S.A. 12-3009 through 12-3012, 12-3301 AND 12-3302; AND REPEAL OF SECTIONS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTIONS. Section 1. Sections 14-101, 14-113, 14-114, and 14-115 of Revised Ordinances, as adopted by Ordinance No. 674; Sections 14-111 and 14-111.1 of Revised Ordinances, as adopted by Ordinance No. 757; Sections 14-211 and 14-213 of Revised Ordinances, as adopted by the Codification of 1970; and Section 14-211.5 of Revised Ordinances, as adopted by Ordinance No. 386G, are hereby repealed and the following enacted in lieu thereof:

14-101. STANDARD TRAFFIC ORDINANCE INCORPORATED BY REFERENCE. Section 2. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Leawood, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities", Edition of 1982, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed, such incorporation being authorized by K.S.A. 12-3301 and K.S.A. 12-3302 and K.S.A. 12-3009 through 12-3012. Not less than three (3) copies of said "Standard Traffic Ordinance" shall be marked or stamped "Official Copy as Incorporated by Reference by Section 14-101 of the Ordinances of the City of Leawood", with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and filed with the City Clerk to be opened to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge, and all administrative departments of the City charged with the enforcement of the ordinances shall be supplied, at the cost of the City, such number of official copies of such "Standard Traffic Ordinance" similarly marked, deleted and changed as may be deemed expedient.

14-102. ARTICLE 7, SECTION 33, MAXIMUM SPEED LIMITS. Section 3. Said Article 7, Section 33, is hereby deleted and the following enacted in lieu thereof:

(a) Except when a special hazard exists that requires lower speed for compliance with Section 32 of said "Standard Traffic Ordinance", the limits specified in this section or established as hereinafter authorized shall be maximum lawful speeds, and no person shall drive a vehicle at a speed in excess of such maximum limits:

(1) All vehicles twenty (20) miles per hour in any business district.
(2) All vehicles twenty (20) miles per hour in any park under the jurisdiction of this City.
(3) All vehicles twenty (20) miles per hour during those hours when students are going to and from school of any day school is in session, upon streets and/or parts of streets abutting school property and adjacent

to school crosswalks designated as school zones; provided that appropriate signs are erected giving notice of such speed limits and the times said limits are in force, said times to be determined by the Chief of Police with consent of the Council.

(4) All vehicles twenty-five (25) miles per hour in any residential district and on other streets within the City except where modified by engineering and traffic investigation as provided hereafter in subsection (b) of this section.

The maximum speed limit established by or pursuant to this paragraph shall be of force and effect regardless of whether signs are posted giving notice thereof and notwithstanding any signs giving notice of maximum speed limits in excess thereof, and any sign giving notice of a maximum speed limit in excess of the limits established by or pursuant to this paragraph shall not be of any force or effect, subject to the following exception.

(b) Whenever the Chief of Police shall determine upon the basis of an engineering and traffic investigation that any speed limit herein set forth is greater or less than is reasonable or safe under the conditions found to exist, the Governing Body shall declare by resolution a reasonable and safe speed limit consistent with applicable state and local statutes which shall be effective at all times or during daytime or nighttime or at such other times as may be determined when appropriate signs giving notice thereof are erected pursuant to Council action and K.S.A. 8-1560 and 8-2002. It shall be unlawful for any person to drive a vehicle at a speed in excess of such declared maximum limits.

(c) No person shall drive a school bus to or from school or interschool or intraschool functions or activities at a speed greater than forty-five (45) miles per hour on any roadway having dirt, sand or gravel surface, and in no event shall a school bus be driven to and from school or activities in excess of fifty-five (55) miles per hour, notwithstanding any maximum speed limit in excess thereof. The provisions of this subsection shall also apply to buses used for the transportation of students enrolled in community junior colleges or area vocational schools when such buses are transporting students to or from school functions or activities.

14-103. ARTICLE 7, SECTION 37. Section 4. The title of said Article 7, Section 37 is hereby changed to read as follows: Racing on Highways; "Drag Race", "Racing", "Exhibition of Speed or Acceleration"

14-104. ARTICLE 17, SECTION 178 (c) (3). Section 5. Said Article 17, Section 178 (c) (3) is hereby deleted and the following enacted in lieu thereof:

(3) Pneumatic tires having metallic or non-metallic studs designed to improve traction without materially injuring

the surface of the highway. Any such tires must be approved by the State Highway Commission pursuant to duly adopted rules and regulations, and their use limited from November 1 to April 15, on only such vehicles as approved by the State Highway Commission.

14-105. ARTICLE 20, SECTION 197. Section 6. Said Article 20, Section 197, is hereby deleted and the following enacted in lieu thereof:

It is unlawful for any person to violate any of the provisions of this chapter. Upon conviction, any person violating a provision of this chapter shall be deemed to be guilty of a misdemeanor.

Except when a different penalty is specified, every person convicted of a violation of any of the provisions of this chapter shall be punished for first conviction thereof by a fine of not more than one hundred dollars ($100) or by imprisonment for not more than ten (10) days; for a second such conviction within one year thereafter such person shall be punished by a fine of not more than two hundred dollars ($200) or by imprisonment for not more than twenty (20) days or by both such fine and imprisonment; upon a third or subsequent conviction within one year after the first conviction such person shall be punished by a fine of not more than five hundred dollars ($500) or by imprisonment for not more than six months or by both such fine and imprisonment.

14-106. VALIDITY OF ORDINANCE. Section 7. Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be thereby affected. In addition, any conflict between similar sections of local ordinance and the "Standard Traffic Ordinance" shall be resolved in all cases by reference to the "Standard Traffic Ordinance".

TAKE EFFECT. Section 8. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 12/20/82 Second Reading: 12/20/82

Passed by the Governing Body this 20th day of December, 1982, the Council having deemed this to be an emergency matter.

Approved by the Mayor this 20th day of December, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 29th day of, December 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 29th day of December 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 80.24
Additional copies $

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

ney!
a Sun
in the

First Published in The Johnson County Sun, Wednesday, December 29, 1982.

ORDINANCE NO. 763

AN ORDINANCE REGULATING TRAFFIC UPON THE HIGHWAYS OF THE CITY OF LEAWOOD, KANSAS: INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES", PREPARED AND PUBLISHED BY THE LEAGUE OF KANSAS MUNICIPALITIES, EDITION OF 1982, WITH CERTAIN MODIFICATIONS, AS AUTHORIZED BY K.S.A. 12-3009 through 12-3012, 12-3301 and 12-3302; AND REPEAL OF SECTIONS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTIONS. Section 1. Sections 14-101, 14-113, 14-114, and 14-115 of Revised Ordinances, as adopted by Ordinance No. 674; Sections 14-111 and 14-111.1 of Revised Ordinances, as adopted by Ordinance No. 757; Sections 14-211 and 14-213 of Revised Ordinances, as adopted by the Codification of 1970; and Section 14-211.5 of Revised Ordinances, as adopted by Ordinance No. 386G, are hereby repealed and the following enacted in lieu thereof:

14-101. STANDARD TRAFFIC ORDINANCE INCORPORATED BY REFERENCE. Section 2. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Leawood, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities", Edition of 1982, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed, such incorporation being authorized by K.S.A. 12-3301 and K.S.A. 12-3302 and K.S.A. 12-3009 through 12-3012. Not less than three (3) copies of said "Standard Traffic Ordinance" shall be marked or stamped "Official Copy as Incorporated by Reference by Section 14-101 of the Ordinances of the City of Leawood", with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and filed with the City Clerk to be opened to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge, and all administrative departments of the City charged with the enforcement of the ordinances shall be supplied, at the cost of the City, such number of official copies of such "Standard Traffic Ordinance" similarly marked, deleted and changed as may be deemed expedient.

14-102. ARTICLE 7, SECTION 33, MAXIMUM SPEED LIMITS. Section 3. Said Article 7, Section 33, is hereby deleted and the following enacted in lieu thereof:

(a) Except when a special hazard exists that requires lower speed for compliance with Section 32 of said "Standard Traffic Ordinance", the limits specified in this section or established as hereinafter authorized shall be maximum lawful speeds, and no person shall drive a vehicle at a speed in excess of such maximum limits:

(1) All vehicles twenty (20) miles per hour in any business district.

(2) All vehicles twenty (20) miles per hour in any park under the jurisdiction of this City;

(3) All vehicles twenty (20) miles per hour during those hours when students are going to and from school or any day school is in session, upon streets and/or parts of streets abutting school property and adjacent to school crosswalks [redacted] school zones; provided that appropriate signs are erected giving notice of such speed limits and the times said limits are in force, said times to be determined by the Chief of Police with consent of the Council.

(4) All vehicles twenty-five (25) miles per hour in any residential district and on other streets within the City except where modified by engineering and traffic investigation as provided hereafter in subsection (b) of this section.

The maximum speed limit established by or pursuant to this paragraph shall be of force and effect regardless of whether signs are posted giving notice thereof and notwithstanding any signs giving notice of maximum speed limits in excess thereof, and any sign giving notice of a maximum speed limit in excess of the limits established by or pursuant to this paragraph shall not be of any force or effect, subject to the following exception.

(b) Whenever the Chief of Police shall determine upon the basis of an engineering and traffic investigation that any speed limit herein set forth is greater or less than is reasonable or safe under the conditions found to exist, the Governing Body shall declare by resolution a reasonable and safe speed limit consistent with applicable state and local statutes which shall be effective at all times or during daytime or nighttime or at such other times as may be determined when appropriate signs giving notice thereof are erected pursuant to Council action and K.S.A. 8-1560 and 8-2002. It shall be unlawful for any person to drive a vehicle at a speed in excess of such declared maximum limits.

(c) No person shall drive a school bus to or from school or interschool or intraschool functions or activities at a speed greater than forty-five (45) miles per hour on any roadway having dirt, sand or gravel surface, and in no event shall a school bus be driven to and from school or activities in excess of fifty-five (55) miles per hour, notwithstanding any maximum speed limit in excess thereof. The provisions of this subsection shall also apply to buses used for the transportation of students enrolled in community junior colleges or area vocational schools when such buses are transporting students to or from school functions or activities.

14-103. ARTICLE 7, SECTION 37. Section 4. The title of said Article 7, Section 37 is hereby changed to read as follows: Racing on Highways; "Drag Race", "Racing", "Exhibition of Speed or Acceleration"

14-104. ARTICLE 17, SECTION 178 (c) (3). Section 5. Said Article 17, Section 178 (c) (3) is hereby deleted and the following enacted in lieu thereof:

(3) Pneumatic tires having metallic or non-metallic studs designed to improve traction without materially injuring the surface of the highway. Any such tires must be approved by the State Highway Commission pursuant to duly adopted rules and regulations, and their use limited from November 1 to April 15, on only such vehicles as approved by the State Highway Commission.

14-105. ARTICLE 20, SECTION 197. Section 6. Said Article 20, Section 197 is hereby deleted and the following enacted in lieu thereof: It is unlawful for any person to violate any of the provisions of this chapter. Upon conviction, any person violating a provision of this chapter shall be deemed to be guilty of a misdemeanor. Except when a different penalty is specified, every person convicted of a violation of any of the provisions of this chapter shall be punished for first conviction thereof by a fine of not more than one hundred dollars ($100) or by imprisonment for not more than ten (10) days; for a second such conviction within one year thereafter such person shall be punished by a fine of not more than two hundred dollars ($200) or by imprisonment [redacted] more than twenty (20) days or by both such fine and imprisonment; upon a third or subsequent conviction within one year after the first conviction, such person shall be punished by a fine of not more than five hundred dollars ($500) or by imprisonment for not more than six months or by both such fine and imprisonment.

14-106. VALIDITY OF ORDINANCE. Section 7. Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for [redacted] and the "Standard Traffic Ordinance" shall be resolved in all cases by reference to the "Standard Traffic Ordinance".

TAKE EFFECT. Section 8. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 12/20/82. Second Reading: 12/20/82

Passed by the Governing Body this 20th day of December, 1982, the Council having deemed this to be an emergency matter.

Approved by the Mayor this 20th day of December, 1982.

(SEAL)
(s)Ken E. Crippin
Mayor

Attest:
(s)J. Oberlander
City Clerk

APPROVED FOR FORM AND CONTENT: (s)Larry Winn III, City Attorney.

(5056-1W)

ORDINANCE NO. 762

AN ORDINANCE GRANTING AN EASEMENT FOR SANITARY SEWER PURPOSES.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-6,106. Section 1. The City of Leawood, Kansas, does hereby grant an easement for sanitary sewer purposes to the City of Kansas City, Missouri, on property as herein described:

> A strip of land 15.0 feet wide through part of the East One-Half of Section 10, Township 13, Range 25, in Leawood, Johnson County, Kansas, lying 7.5 feet on each side of the following described centerline: Commencing on the South Line of the Northeast Quarter of the Southeast Quarter of said Section 10 and 236.98 feet West of the Southeast Corner thereof; thence North 0° 12' 59" East, said course being along Grantor's East property line and the Southerly extension thereof, and this and subsequent bearings referring to the East Line of the Southeast Quarter of said Section 10 as having a bearing of North 0° 06' 59" East, a distance of 1019.77 feet to the True Point of Beginning of the strip of land to be herein described; thence South 25° 24' 54" West a distance of 581.06 feet; thence South 48° 11' 54" West a distance of 758.50 feet to a point 15.23 feet South of the South line of the Northeast Quarter of the Southeast Quarter of said Section 10 and 1,046.75 feet West of the Southeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 10.
>
> (for relocation of the proposed Kansas City, Mo. Indian Creek Interceptor Main through the Leawood Park)

19-6,107. INCORPORATION BY REFERENCE. Section 2. A copy of said easement is attached hereto and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 11/15/82 Second Reading: 12/6/82

Passed by the Governing Body this 6th day of December, 1982.

Approved by the Mayor this 6th day of December, 1982.

(S E A L)

Kent E. Crippin Mayor

Standard Sewer Easement

Know All Men By These Presents:

That The City of Leawood, Kansas hereinafter called GRANTOR for and in consideration of one dollar ($1.00) and other valuable considerations the receipt of which is hereby acknowledged, does hereby grant, remise, release and forever quitclaim unto KANSAS CITY, a Missouri municipality, hereinafter called GRANTEE, an easement for the location, construction reconstruction, maintenance, operation and repair of sewerage improvements and any and all appurtenances incidental thereto in, under, upon, over and through the following-described tract of land lying, being and situate in ~~Kansas City~~ the City of Leawood, Johnson County, ~~Missouri~~ Kansas, to-wit.

A strip of land 15.0 feet wide through part of the East One-Half of Section 10, Township 13, Range 25, in Leawood, Johnson County, Kansas, lying 7.5 feet on each side of the following-described centerline:

Commencing on the South Line of the Northeast Quarter of the Southeast Quarter of said Section 10 and 236.98 feet West of the Southeast Corner thereof; thence North 0°-12'-59" East, said course being along Grantor's East property line and the Southerly extension thereof, and this and subsequent bearings referring to the East Line of the Southeast Quarter of said Section 10 as having a bearing of North 0°-06'-59" East, a distance of 1019.77 feet to the True Point of Beginning of the strip of land to be herein described; thence South 25°-24'-54" West a distance of 581.06 feet; thence South 48°-11'-54" West a distance of 758.50 feet to a point 15.23 feet South of the South line of the Northeast Quarter of the Southeast Quarter of said Section 10 and 1,046.75 feet West of the Southeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 10.

together with the right of GRANTEE, its agents, employees or independent contractors to go upon the above-described easement and so much of GRANTOR'S land adjacent thereto as may be reasonably necessary for the purpose of constructing, maintaining and repairing the sewerage improvements and appurtenances thereto. Upon completion of such construction, maintenance or repair, the GRANTEE shall cause the land of the GRANTOR to be restored to approximately the same condition that existed prior to the GRANTEE'S entry upon it.

By the granting of this easement, it shall not be construed to prohibit the GRANTOR from developing any adjoining property or from the laying out, establishing and constructing pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof; provided, however, said easement shall be kept free from additional depth of overburden, buildings, and any other structure of obstruction (except sidewalks, roadways, pavement, grass, shrubs, fences, or curbs), which will interfere with the GRANTEE in entering upon said adjacent land and easement for the purpose of laying, constructing, reconstructing, operating, repairing and maintaining such sewerage improvements and appurtenances.

GRANTORS further state that they are lawfully seized of an indefeasible title in fee to the lands through which said easement is granted, and that they have good and lawful title and right to convey said easement to the GRANTEE aforesaid.

IN TESTIMONY WHEREOF, the said GRANTOR(S) has hereunto set hand and seal this 6th day of December Nineteen Hundred and Eighty-two

Attest:

(SEAL) (SEAL)

Kent E. Crispin, Mayor (SEAL)

J. Oberlander, City Clerk (SEAL)

1217-011 (5/78)

Vol. 1814 pg. 865

Orig. in safe 1/6/83

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____ 19___, before me, personally appeared _____

_____

_____

(husband and wife) (who declared h self to be single and unmarried) to me known to be the person(s) described in and who executed the foregoing instrument; and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in

_____ the day and year last above written.

My term expires _____, 19___.

_____
Notary Public in and for said County and State

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

On this 10th day of December 1982, before me appeared Kent E. Crippin and

J. Oberlander to me personally known, and who, being by me duly sworn, did

say that ~~he is~~ they are Mayor and City Clerk of the City of Leawood, Ks ~~a corporation~~ municipality, and that the seal affixed to the foregoing instrument is the ~~corporate~~ seal of said ~~corporation~~ municipality, and that the instrument was signed and sealed in behalf of said ~~corporation~~ municipality by authority duly conferred upon ~~him~~ them by its ~~Board of Directors~~ City Council and they acknowledged said instrument to be the free act and deed of said ~~corporation~~ municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____

Leawood, Kansas the day and year last above written.

My term exp[illegible] 19___.

MYRA T. TORBERT
Johnson County, Ks.
My Appt. Exp. [illegible]

Myra T. Torbert
Notary Public in and for said County and State

STANDARD SEWER EASEMENT

FROM

TO

Kansas City, Missouri

Filed for record this _____ day

of _____ A. D. 19 ____

at _____ o'clock _____ minutes _____ M.

Recorded in Book _____ at Page _____

_____ Recorder

By _____ Deputy

Recorder's Fee, $ _____

STATE OF MISSOURI, County of } ss.

Recorder's Office

I, _____ Recorder of said County, do hereby certify that the within instrument of writing was on the _____ day of _____ A. D. 19 ____ at _____ o'clock _____ minutes _____ M., duly filed for record in this office, and is duly recorded in the records of this office, in Book _____ at Page _____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said office at _____ the day and year last above written.

_____ Recorder

By _____ Deputy

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

ORDINANCE NO. 762

AN ORDINANCE GRANTING AN EASEMENT FOR SANITARY SEWER PURPOSES.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-6,106. Section 1. The City of Leawood, Kansas, does hereby grant an easement for sanitary sewer purposes to the City of Kansas City, Missouri, on property as herein described:

> A strip of land 15.0 feet wide through part of the East One-Half of Section 10, Township 13, Range 25, in Leawood, Johnson County, Kansas, lying 7.5 feet on each side of the following described centerline: Commencing on the South Line of the Northeast Quarter of the Southeast Quarter of said Section 10 and 236.98 feet West of the Southeast Corner thereof; thence North 0° 12' 59" East, said course being along Grantor's East property line and the Southerly extension thereof, and this and subsequent bearings referring to the East Line of the Southeast Quarter of said Section 10 as having a bearing of North 0° 06' 59" East, a distance of 1019.77 feet to the True Point of Beginning of the strip of land to be herein described; thence South 25° 24' 54" West a distance of 581.06 feet; thence South 48° 11' 54" West a distance of 758.50 feet to a point 15.23 feet South of the South line of the Northeast Quarter of the Southeast Quarter of said Section 10 and 1,046.75 feet West of the Southeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 10.
>
> (for relocation of the proposed Kansas City, Mo. Indian Creek Interceptor Main through the Leawood Park)

19-6,107. INCORPORATION BY REFERENCE. Section 2. A copy of said easement is attached hereto and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 11/15/82 Second Reading: 12/6/82

Passed by the Governing Body this 6th day of December, 1982.

Approved by the Mayor this 6th day of December, 1982.

(S E A L)

Kent E. Crippin Mayor

recorded by KC Mo.

VOL 1814 PAGE 866

ORDINANCE NO. 762
re Granting an easement for sanitary sewer purposes.

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: _____, City Attorney
Larry Winn III

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 10th day of, December 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 10th day of December 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 22.03
Additional copies $ _____

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in the Johnson County Sun, Friday, December 10, 1982.

ORDINANCE No. 7[illegible]

AN ORDINANCE GRANTING AN EASEMENT FOR SANITARY SEWER PURPOSES.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-6,106. Section 1. The City of Leawood, Kansas, does hereby grant an easement for sanitary sewer purposes to the City of Kansas City, Missouri, on property as herein described:

A strip of land 15.0 feet wide through part of the East One-Half of Section 10, Township 13, Range 25, in Leawood, Johnson County, Kansas, lying 7.5 feet on each side of the following described *centerline: Commencing on* the South Line of the Northeast Quarter of the Southeast Quarter of said Section 10 and 236.98 feet West of the Southeast Corner thereof; thence North 0° 12' 59" East, said course being along Grantor's East property line and the Southerly extension thereof, and this and subsequent bearings referring to the East Line of the Southeast Quarter of said Section 10 as having a bearing of North 0° 06" 59" East, a distance of 1019.77 feet to the True Point of Beginning of the strip of land to be herein described; thence South 25° 24' 54" West a distance of 58[illegible]06 feet; thence South 48° 11' 54" West a distance of 758.50 feet to a *point 15.23 feet South of the* South line of the Northeast Quarter of the Southeast Quarter of said Section 10 and 1,046.75 feet West of the *Southeast Corner of the* Northeast Quarter of the Southeast Quarter of said Section 10.

(for relocation of the proposed Kansas City, Mo. Indian Creek Interceptor Main through the Leawood Park)

19-6,107. INCORPORATION BY REFERENCE. Section 2. A copy of said easement is attached hereto and thereby incorporated by reference.

TAKE EFFECT. Section 3. *This ordinance shall take effect* and be in force from and after its publication in the official City newspaper.

First Reading: 11/15/82 Second Reading: 12/6/82

Passed by the Governing Body this 6th day of December, 1982.

Approved by the Mayor this 6th day of December, 1982.

(s)Kent E. Crippin
Mayor
(SEAL)
Attest:
(s)J. Oberlander
City Clerk

APPROVED AS TO CONTENT: (s)Larry Winn III, City Attorney

(289[illegible])

ORDINANCE NO. 761

AN ORDINANCE RELATING TO ACCEPTANCE OF A DEED FOR STREET PURPOSES FROM SAUL ELLIS & COMPANY, INC.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-547. Section 1. The Governing Body of the City of Leawood, Kansas, does hereby accept from Saul Ellis & Co., Inc. a deed for land to be used for street purposes, the legal description of which is as follows:

> A tract of land 50 feet in width, across a part of the S½ of Frac. Section 23, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, lying 25 feet on each side of the following described centerline: Commencing at the Northwest corner of the S½ of said Frac. Section 23; thence S 89° 14' 26" E, along the North line of the S½ of said Frac. Section 23, a distance of 570.26 feet, to the true point of beginning of subject tract; thence S 0° 45' 34" W, along a line perpendicular to the North line of the S½ of said Frac. Section 23, a distance of 100.82 feet, to a point of curvature; thence Southerly and Southwesterly, along a curve to the right, having a radius of 375 feet, and a central angle of 47° 02' 37", a distance of 307.90 feet, to a point of compound curvature; thence Southwesterly, along a curve to the right, having a radius of 625 feet, a central angle of 10° 33' 49", and whose initial tangent bearing is S 47° 48' 11" W, a distance of 115.23 feet, to point "A"; thence continuing Southwesterly, along a curve to the right, having a radius of 625 feet, a central angle of 19° 51' 59", and whose initial tangent bearing is S 58° 22' W, a distance of 216.71 feet... and also...A tract of land 50 feet in width, across a part of the S½ of said Frac. Section 23, lying 25 feet on each side of the following described centerline: Beginning at said point "A"; thence Southeasterly, along a curve to the right, having a radius of 875 feet, a central angle of 3° 55' 44", and whose initial tangent bearing is S 30° 27' E, a distance of 60 feet, all subject to that part thereof dedicated for street purposes.
>
> (Pembroke Lane, from 123rd St. Southwesterly through Foxborough subdivision to Hunter's Ridge subdivision)

19-548. INCORPORATION BY REFERENCE. Section 2. A copy of said deed is attached to the original ordinance and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 11/15/82 Second Reading: 12/6/82

Passed by the Governing Body this 6th day of December, 1982.

Approved by the Mayor this 6th day of December, 1982.

DEED OF DEDICATION 1388827 V

ORIGINAL COMPARED WITH RECORD

KNOW ALL MEN BY THESE PRESENTS, That this Deed, made and entered into this 30th day of December, 19 82, by and between Saul Ellis and Company, Inc.

of Johnson County, Sate of Kansas, Party of the First Part, and the CITY OF LEAWOOD, Johnson County, State of Kansas, Party of the Second Part,

WITNESSETH:

That Party of the First Part, In consideration of the sum of One Dollars to it in hand paid by Party of the Second Part, receipt whereof is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL AND CONVEY unto the Party of the Second Part forever all its right, title and interest in and to the following described real estate lying and situate in the County of Johnson, State of Kansas, to wit:

A tract of land 50 feet in width, across a part of the S½ of Frac. Section 23, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, lying 25 feet on each side of the following described centerline: Commencing at the Northwest corner of the S½ of said Frac. Section 23; thence S 89° 14' 26" E, along the North line of the S½ of said Frac. Section 23, a distance of 570.26 feet, to the true point of beginning of subject tract; thence S 0° 45' 34" W, along a line perpendicular to the North line of the S½ of said Frac. Section 23, a distance of 100.82 feet, to a point of curvature; thence Southerly and Southwesterly, along a curve to the right, having a radius of 375 feet, and a central angle of 47° 02' 37", a distance of 307.90 feet, to a point of compound curvature; thence Southwesterly, along a curve to the right, having a radius of 625 feet, a central angle of 10° 33' 49", and whose initial tangent bearing is S 47° 48' 11" W, a distance of 115.23 feet, to point "A"; thence continuing Southwesterly, along a curve to the right, having a radius of 625 feet, a central angle of 19° 51' 59", and whose initial tangent bearing is S 58° 22' W, a distance of 216.71 feet . . . and also . . . A tract of land 50 feet in width, across a part of the S½ of said Frac. Section 23, lying 25 feet on each side of the following described centerline: Beginning at said point "A"; thence Southeasterly, along a curve to the right, having a radius of 875 feet, a central angle of 3° 55' 44", and whose initial tangent bearing is S 30° 27' E, a distance of 60 feet, all subject to that part thereof dedicated for street purposes.

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to Party of the First Part, its heirs, executors, administrators, successors, or assigns.

And the Party of the First Part for its heirs, executors, administrators, successors and assigns, does hereby convenent, promise, and agree to and with said Party of the Second Part that at the delivery of these presents it is lawfully seized of the interest hereby conveyed in all and singular the above granted and described premises with the appurtenances thereto; that the same are free and clear of and from all and every incumbrance whatsoever, except

and that First Party will forever warrant and defind the same unto the Party of the Second Part or its assigns forever, against all and any lawful claim of all and any persons whomsoever. Party of the First part, for its heirs, executors, administrators, successors, or assigns, hereby waives and release to Second Party, any and all claims for damages or compensation, either now or in the future arising by reason of the use of said real estate for the purposes herein described. First part hereby agrees that First Party shall pay any special assessments or installments thereof, matured or unmatured, on said premises hereby granted, and that Second Party shall not be liable in any way for the payment thereof. First Party further agrees that the proper Governing Body may release the premises hereby granted from any special assessment and spread and attach such special assessment to the remainder of the property adjacent to the premises hereby granted and which are owned by First Party.

IN WITNESS WHEREOF, said Party of the First Part has hereunto set its hand and seal the day and year first above written.

SAUL ELLIS AND COMPANY, INC.

Saul Ellis, President

Entered in Transfer Record
30 Day of Dec AD 19 82
DONALD J. CURRY
Tmp Johnson County Clerk
11/24/81

VOL 1813 PAGE 335

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____:
SS.
COUNTY OF _____:

BE IT REMEMBERED, That on the _____ day _____, 19_____, before me, the undersigned, a Notary Public in and for said County and State, came _____

_____

who_____ personally known to me to be the same person_____ who executed the within instrument of writing, and duly acknowledged the execution of same.

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

_____
Notary PUblic

My Commission Expires:

_____

CORPORATE ACKNOWLEDGEMENT

STATE OF Kansas:
SS.
COUNTY OF Johnson:

BE IT REMEMBERED that on this 30th day of December, 19 82, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Saul Ellis, President of Saul Ellis and Company, Inc.

_____, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas;

and _____, Secretary of said corporation, who are personally known to me to be such officers and who are personally known to me to be the same persons who executed as such officers the within instrument on behalf of said Corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said Corporation, _____.

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

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1982 DEC 30 PM 4 33 5

RUBIE M. SCOTT
REGISTER OF DEEDS
BY_____DEP.

Ramona L. McConnell
Notary Public

Ramona L. McConnell

My Commission Expires
December 16, 1984

RAMONA L. McCONNELL
STATE NOTARY PUBLIC
JOHNSON COUNTY, KANSAS
My Appointment Expires Oct. 16, 1984

ORDINANCE NO. 761
re Acceptance of deed from Saul Ellis & Co., Inc. for street purposes

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 7th day of, January 19 83, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 7th day of January 19 83.

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 24.92
Additional copies $ _____

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, December 10, 1982.

ORDINANCE NO. 761

AN ORDINANCE RELATING TO ACCEPTANCE OF A DEED FOR STREET PURPOSES FROM SAUL ELLIS & COMPANY, INC.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-547. Section 1. The Governing Body of the City of Leawood, Kansas, does hereby accept from Saul Ellis & Co., Inc, a deed for land to be used for street purposes, the legal description of which is as follows:

A tract of land 50 feet in width, across a part of the S½ of Frac. Section 23, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, lying 25 feet on each side of the following described centerline: Commencing at the Northwest corner of the S½ of said Frac. Section 23; thence S 89° 14' 26" E, along the North line of the S½ of said Frac. Section 23, a distance of 570.26 feet, to the true point of beginning of subject tract; thence S 0° 45' 34" W, along a line perpendicular to the North line of the S½ of said Frac. Section 23, a distance of 100.82 feet, to a point of curvature; thence Southerly and Southwesterly, along a curve to the right, having a radius of 375 feet, and a central angle of 47° 02' 37", a distance of 307.90 feet, to a point of compound curvature; thence Southwesterly, along a curve to the right, having a radius of 625 feet, a central angle of 10° 33' 49", and whole initial tangent bearing is S 47° 48' 11" W, a distance of 115.23 feet, to *point "A"; thence continuing* Southwesterly, along a curve to the right, having a radius of 625 feet, a central angle of 19° 51' 59", and whose initial tangent bearing is S 58° 22' W, a distance of 216.71 feet . . . and also . . . A tract of land 50 feet in width, across a part of the S½ of said Frac. Section 23, lying 25 feet on each side of the following described centerline: Beginning at said point "A"; thence Southeasterly, along a curve to the right, having a radius of 875 feet, a central angle of 3° 55' 44", and whose initial tangent bearing is S 30° 27' E, a distance of 60 feet, all subject to that part thereof dedicated for street purposes. (Pembroke Lane, from 123rd St. Southwesterly through Foxborough subdivision to Hunter's Ridge subdivision)

19-548. INCORPORATION BY REFERENCE. Section 2. A copy of said deed is attached to the original ordinance and thereby incoroprated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 11/15/82 Second Reading: 12/6/82

Passed by the Governing Body this 6th day of December, 1982.

Approved by the Mayor this 6th day of December, 1982.

(s) Kent E. Crippin,
Mayor

(SEAL)

Attest:
(s) J[redacted]
City [redacted]

APPROVED FOR FORM AND CONTENT:
(s) Larry Winn III,
City A[redacted] (5831 1F)

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 10th day of, December 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 10th day of December 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 26.92
Additional copies $

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, December 10, 1982.

ORDINANCE NO. 761

AN ORDINANCE RELATING TO ACCEPTANCE OF A DEED FOR STREET PURPOSES FROM CAPITAL FUNDS, INC.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-547. Section 1. The Governing Body of the City of Leawood, Kansas, does hereby accept from Capital Funds, Inc. a deed for land to be used for street purposes, the legal description of which is as follows:

A tract of land 50 feet in width, across a part of the S½ of Frac. Section 23, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, lying 25 feet on each side of the following described centerline: Commencing at the Northwest corner of the S½ of said Frac. Section 23; thence S 89° 14' 26" E, along the North line of the S½ of said Frac. Section 23, a distance of 570.26 feet, to the true point of beginning of subject tract; thence S 0° 45' 34" W, along a line perpendicular to the North line of the S½ of said Frac. Section 23, a distance of 100.82 feet, to a point of curvature; thence Southerly and Southwesterly, along a curve to the right, having a radius of 375 feet, and a central angle of 47° 02' 37", a distance of 307.90 feet, to a point of compound curvature; thence Southwesterly, along a curve to the right, having a radius of 625 feet, a central angle of 10° 33' 49", and whose initial tangent bearing is S 47° 48' 11" W, a distance of 115.23 feet, to point "A"; thence continuing Southwesterly, along a curve to the right, having a radius of 625 feet, a central angle of 19° 51' 59", and whose initial tangent bearing is S 58° 22' W, a distance of 216.71 feet . . . and also . . . A tract of land 50 feet in width, across a part of the S½ of said Frac. Section 23, lying 25 feet on each side of the following described centerline: Beginning at said point "A"; thence Southeasterly, along a curve to the right, having a radius of 875 feet, a central angle of 3° 55' 44", and whose initial tangent bearing is S 30° 27' E, a distance of 60 feet, all subject to that part thereof dedicated for street purposes. (Pembroke Lane, from 123rd St. Southwesterly through Foxborough subdivision to Hunter's Ridge subdivision)

19-548. INCORPORATION BY REFERENCE. Section 2. A copy of said deed is attached to the original ordinance and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 11/15/82 Second Reading: 12/6/82

Passed by the Governing Body this 6th day of December, 1982.

Approved by the Mayor this 6th day of December, 1982.

(s)Kent E. Crippin
Mayor
(SEAL)
Attest:
(s)J. Obelrander
City Clerk

APPROVED FOR FORM AND CONTENT: (s)Larry Winn III, City Attorney

(2892 1F)

ORDINANCE NO. 760

AN ORDINANCE RELATING TO ACCEPTANCE OF AN EASEMENT FOR STORM DRAINAGE PURPOSES FROM SAUL ELLIS & COMPANY, INC.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-6,104. Section 1. The Governing Body of the City of Leawood, Kansas, does hereby accept a Permanent Drainage Easement from Saul Ellis & Co., Inc., along with the restrictions and reservations as set forth therein, granting the City of Leawood, Kansas, its successors or assigns, easement or right-of-way to enter upon, locate, construct and maintain or to authorize the location, construction and maintenance of sewer mains, over, under, across and along the following described land, located in the County of Johnson, State of Kansas, to-wit:

> A tract of land 15 feet in width, across a part of the S½ of Frac. Section 23, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, lying 7.50 feet on each side of the following described centerline: Commencing at the Northwest corner of the S½ of said Frac. Section 23; thence S 89° 14' 26" E, along the North line of the S½ of said Frac. Section 23, a distance of 523.48 feet; thence S 0° 45' 34" W, along a line perpendicular to the North line of the S½ of said Frac. Section 23, a distance of 243.34 feet, to the true point of beginning of subject tract; thence S 38° 45' W, a distance of 175.06 feet; thence S 17° 19' 03" W, a distance of 85.36 feet; thence N 51° 05' 04" W, a distance of 52.43 feet; thence S 69° 01' 18" W, a distance of 208.98 feet.
>
> (on Pembroke Lane, Foxborough subdivision)

19-6,105. INCORPORATION BY REFERENCE. Section 2. A copy of said Permanent Drainage Easement is attached to the original ordinance and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 11/15/82 Second Reading: 12/6/82

Passed by the Governing Body this 6th day of December, 1982.

Approved by the Mayor this 6th day of December, 1982.

(S E A L)

Kent E. Crippin Mayor

ORIGINAL COMPARED WITH RECORD

1388828

PERMANENT DRAINAGE EASEMENT

This agreement made and entered into this 30th day of December, 19 82

by and between Saul Ellis and Company, Inc.

party of the first part, and the City of Leawood, Johnson County, Kansas, party of the second part.

WITNESSETH: That for and in consideration of the location of a storm drainage facility said party of the first part, does hereby remise, let and release to the party of the second part, the following described real estate to-wit:

A tract of land 15 feet in width, across a part of the S½ of Frac. Section 23, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, lying 7.50 feet on each side of the following described centerline: Commencing at the Northwest corner of the S½ of said Frac. Section 23; thence S 89° 14' 26" E, along the North line of the S½ of said Frac. Section 23, a distance of 523.48 feet; thence S 0° 45' 34" W, along a line perpendicular to the North line of the S½ of said Frac. Section 23, a distance of 243.34 feet, to the true point of beginning of subject tract; thence S 38° 45' W, a distance of 175.06 feet; thence S 17° 19' 03" W, a distance of 85.36 feet; thence N 51° 05' 04" W, a distance of 52.43 feet; thence S 69° 01' 18" W, a distance of 208.98 feet.

for the sole use of said party of the second part as and for drainage purposes within said City; when same shall cease to be used for said purposes to revert to the grantors, their successors, assigns or grantees.

It is hereby mutually understood and agreed that said first party hereby waives and claim for damages against the City of Leawood for damages of any and every kind occasioned by the location of said storm sewers.

IN WITNESS WHEREOF, said party of the first part has hereunto set his hand and seal the day and year first above written.

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1982 DEC 30 PM 4 34 .4

6.00

RUBIE M. SCOTT
REGISTER OF DEEDS
BY_____DEP.

SAUL ELLIS AND COMPANY, INC.

Saul Ellis, President

0.00 (cl)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____:
SS.
COUNTY OF _____:

BE IT REMEMBERED, That on the _____ day _____, 19_____, before me, the undersigned, a Notary Public in and for said County and State, came _____

_____

who_____ personally known to me to be the same person_____ who executed the within instrument of writing, and duly acknowledged the execution of same.

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

_____
Notary PUblic

My Commission Expires:

_____

CORPORATE ACKNOWLEDGEMENT

STATE OF Kansas:
SS.
COUNTY OF Johnson:

BE IT REMEMBERED that on this 30 day of December, 19 82, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Saul Ellis, President of Saul Ellis and Company, Inc.

_____, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas;

and _____, Secretary of said corporation, who are personally known to me to be such officers and who are personally known to me to be the same persons who executed as such officers the within instrument on behalf of said Corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said Corporation, _____.

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

Ramona L. McConnell
Notary Public

My Commission Expires
December 16, 1984

Ramona L. McConnell

RAMONA L. McCONNELL
STATE NOTARY PUBLIC
JOHNSON COUNTY, KANSAS
My Appointment Expires Oct. 16, 1984

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: _____, City Attorney
Larry Winn III

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 7th day of, January 19 83, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 7th day of January 19 83

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 22.76
Additional copies $

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First published in The Johnson County Sun, Friday, December [illegible], 1982.

ORDINANCE NO. 760.

AN ORDINANCE RELATING TO ACCEPTANCE OF AN EASEMENT FOR STORM DRAINAGE PURPOSES FROM SAUL ELLIS & COMPANY, INC.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-6, 104. Section 1. The Governing Body of the City of Leawood, Kansas, does hereby accept a Permanent Drainage Easement from Saul Ellis & Co., Inc., along with the restrictions and reservtaions as set forth therein, granting the City of Leawood, Kansas, its successors or assigns, easement or right-of-way to enter upon, locate, construct and maintain or to authorize the location, construction and maintenance of sewer mains, over, under, across and along the following described land, located in the County of Johnson, State of Kansas, to wit:

A tract of land 15 feet in width, across a part of the S½ of the Frac. Section 23, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, lying 7.50 feet on each side of the following described centerline: Commencing at the Northwest corner of the S½ of said Frac. Section 23; thence S 89° 14' 26" E, along the North line of the S½ of said Frac. Section 23, a distance of 523.48 feet; thence S 0° 45' 34" W, along a line perpendicular to the North line of the S½ of said Frac. Section 23, a distance of 243.34 feet, to the true point of beginning of subject tract; thence S 38° 45' W, a distance of 175.06 feet; thence S 17° 19' 03" W, a distance of 85.36 feet; thence N 51° 05' 04" W, a distance of 52.43 feet; thence S 69° 01' 18" W, a distance of 208.98 feet.
(on Pembroke Lane, Foxborough subdivision)

19-6,105. INCORPORATION BY REFERENCE. Section 2. A copy of said Permanent Drainage Easement is attached to the original ordinance and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 11/15/82 Second Reading: 12/6/82

Passed by the Governing Body this 6th day of December, 1982.

Approved by the Mayor this 6th day of December, 1982.

(s) Kent E. Crippin,
Mayor

(SEAL)

Attest:
(s) J. Oberlander,
City Clerk

APPROVED FOR FORM AND CONTENT:
(s) Larry Winn III,
City Attorney

(5830 1F)

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 10th day of, December 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 10th day of December 1982.

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 22.00
Additional copies $ _____

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in the Johnson County Sun, [illegible] 10, 1982.

ORDINANCE NO. [illegible]

AN ORDINANCE RELATING TO ACCEPTANCE OF AN EASEMENT FOR STORM DRAINAGE PURPOSES FROM CAPITAL FUNDS, INC.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-6,104. Section 1. The Governing Body of the City of Leawood, Kansas, does hereby accept a Permanent Drainage Easement from Capital Funds, Inc., along with the restrictions and reservations as set forth therein, granting the City of Leawood, Kansas, its successors or assigns, easement or right-of-way to enter upon, locate, construct and maintain or to authorize the location, construction and maintenance of sewer mains, over, under, across and along the following described land, located in the County of Johnson, State of Kansas, to-wit:

A tract of land 15 feet in width, across a part of the S½ of Frac. Section 23, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, lying 7.50 feet on each side of the following described centerline: Commencing at the Northwest corner of the S½ of said Frac. Section 23; thence S 89° 14' 26" E; along the North line of the S½ of said Frac. Section 23, a distance of 523.48 feet; thence S 0° 45' 34" W, along a line perpendicular to the North line of the S½ of said Frac. Section 23, a distance of 243.34 feet, to the true point of beginning of subject tract; thence S 38° 45' W, a distance of 175.06 feet; thence S 17° 19' 03" W, a distance of 85.36 feet; thence N 51° 05' 04" W, a distance of 52.43 feet; thence S 69° 01' 18" W, a distance of 208.98 feet.

(on Pembroke Lane, Foxborough subdivision)

19-6,105. INCORPORATION [illegible] REFERENCE. Section 2. A copy of said Permanent Drainage Easement is attached to the original ordinance and thereby incorporated by reference.

TAKE EFFECT. Section 3. [illegible] shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 11/15/82 Second Reading: 12/6/82

Passed by the Governing Body this 6th day of December, 1982.

Approved by the Mayor this 6th day of December, 1982.

(s)Kent E. Crippin
Mayor

(SEAL)

Attest:
(s)J. Oberlander
City Clerk

APPROVED [illegible] ENT: (s)Larry Winn III, City Attorney

(2896 1F)

ORDINANCE NO. 759

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF COMBINED PROJECTS STREET IMPROVEMENT GENERAL OBLIGATION BONDS, SERIES 82-1, OF THE CITY OF LEAWOOD, KANSAS, IN THE AGGREGATE PRINCIPAL AMOUNT OF $349,500, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE CONSTRUCTION COSTS OF THE IMPROVEMENT OF 119TH STREET BETWEEN MISSION ROAD AND ROE AVENUE AND OF THE INTERSECTION OF COLLEGE BOULEVARD AND ROE AVENUE, AS AUTHORIZED BY RESOLUTION NOS. 581 AND 582, PURSUANT TO K.S.A. 12-685, ET. SEQ.; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; AND PROVIDING FOR A TAX LEVY TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THE SAME SHALL MATURE.

Be it ordained by the Governing Body of the City of Leawood, Johnson County, Kansas, that:

20-189. Section 1. For the purpose of providing funds for the payment of the construction costs for the improvement of 119th Street between Mission Road and Roe Avenue and of the intersection of College Boulevard and Roe Avenue, as authorized by Resolution Nos. 581 and 582, pursuant to and in accordance with K.S.A. 12-685, et seq., there shall be issued and hereby are authorized and directed to be issued negotiable interest bearing general obligation bonds of the City of Leawood, Kansas, in the aggregate principal amount of $349,500.00.

20-190. Section 2. The Bonds shall be designated City of Leawood, Kansas, Combined Projects Street Improvement General Obligation Bonds, Series 82-1 (the "Bonds").

Said Bonds shall aggregate the principal sum of $349,500.00, and shall consist of 70 bonds, numbered from 1 to 70, inclusive, Bond No. 1 of said series of Bonds being in the denomination of $4,500.00 and Bonds No. 2 through 70, inclusive, being in the denomination of $5,000.00 each. Each of said Bonds shall be dated December 15, 1982, and said Bonds shall mature serially on September 1 in the years and in the principal amounts and shall bear interest as follows:

BOND NO.	PRINCIPAL AMOUNT	YEAR OF MATURITY	INTEREST RATE
1	$ 4,500	1983	7.40%
2-15	70,000	1984	7.40%
16-29	70,000	1985	7.40%
30-43	70,000	1986	7.00%
44-57	70,000	1987	7.20%
58-70	65,000	1988	7.40%

Interest on said Bonds shall be payable from December 15, 1982, at the rates aforesaid semi-annually on March 1 and September 1 of each year, commencing September 1, 1983. Both the principal of and interest on said Bonds shall be payable in lawful money of the United States of America at the Office of the State Treasurer of the State of Kansas in the City of Topeka, Kansas, upon presentation and surrender of said Bonds and coupons as they respectively become due.

The Bonds shall not be subject to redemption prior to their respective stated maturity dates.

20-191. Section 3. Said Bonds shall be signed by the manual signature of the Mayor and attested by the Manual signature of the City Clerk of said City, and shall have the official seal of the City affixed thereto or imprinted or lithographed thereon. Interest coupons shall be attached to said Bonds, representing the interest to mature thereon, and said interest coupons shall bear the facsimile signatures of the Mayor and City Clerk of said City. Said Bonds and each of them shall be registered in the Office of the City Clerk prior to delivery which registration shall be evidenced by a certificate on the reverse face of each of said Bonds bearing the manual signature of the City Clerk and the facsimile seal of the City.

20-192. Section 4. Said Bonds shall be executed in the form and shall contain recitals substantially as follows:

(Form of Bonds)

No. _____ $ _____

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
COMBINED PROJECTS
STREET IMPROVEMENT
GENERAL OBLIGATION BOND, SERIES 82-1

KNOW ALL MEN BY THESE PRESENTS: That the City of Leawood, in the County of Johnson, State of Kansas, for value received hereby acknowledges itself to be indebted and promises to pay to the bearer upon surrender hereof the sum of:

FIVE THOUSAND AND NO/100 DOLLARS

in lawful money of the United States of America on the 1st day of September, 19___, with interest thereon from the date hereof at the rate of_____ percent (_____%) per annum, payable semi-annually on March 1 and September 1 of each year, commencing September 1, 1983, until said principal sum shall have been paid, upon presentation and surrender of the interest coupons hereto annexed, bearing the facsimile signatures of the Mayor and City Clerk of the City of Leawood, Kansas, as said coupons severally become due, both principal of and interest on this bond being payable in lawful money of the United States of America at the office of the State Treasurer of the State of Kansas in the City of Topeka, Kansas.

This bond and all other bonds of the series of which this bond is a part shall be and constitute the general obligations of the City of Leawood, Kansas, and the full faith, credit and resources of said City of Leawood, Kansas, are irrevocably pledged to the payment of said bonds and the interest thereon. There shall be levied annually according to law a tax upon all of the taxable tangible property within the territorial limits of the City of Leawood, in amounts as shall be necessary and sufficient to pay the principal of and

interest on this bond and all other bonds of the series of which this bond is a part.

This bond is one of a series of 70 bonds of like case and tenor, excepting number, denomination, interest rate and maturity date, aggregating the principal sum of $349,500.00, issued by said City for the purpose of providing funds to pay the construction costs for the improvement of 119th Street between Mission Road and Roe Avenue and of the intersection of College Boulevard and Roe Avenue, as authorized by Resolution Nos. 581 and 582, pursuant to K.S.A. 12-685, et. seq. This bond and the series of which this bond is a part are issued under the authority of and in full conformity with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas and particularly K.S.A. 10-101 et. seq., as amended, and all other laws of the State applicable to this issue, and said bonds and the interest thereon shall be paid by the City of Leawood, Kansas.

It is hereby declared and certified that all acts, conditions and things required to be done and to exist precedent to and in the issuance of this bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and the laws of the State of Kansas and that the total indebtedness of the City of Leawood, Kansas, including the series of bonds of which this bond is a part, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its Governing Body, has caused this bond to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk and the seal of said City to be affixed hereto or lithographed or imprinted hereon, and the coupons hereto attached to be signed with the facsimile signatures of said officers, and this bond to be dated this 15th day of December, 1982.

(manual)
Kent E. Crippin, Mayor of the City of Leawood, Kansas

ATTEST:

(manual)
J. Oberlander, City Clerk

(SEAL)

On the first day of_____, 19___, the CITY OF LEAWOOD, KANSAS, will pay to bearer_____ ($_____) in lawful money of the United States of America at the office of the STATE TREASURER IN TOPEKA, KANSAS, being six months' interest on its Combined Projects Street Improvement GENERAL OBLIGATION BOND, Series 82-1, dated December 15, 1982.

(_____1, 19___)
City of Leawood,

$_____

(facsimile) No._____
Mayor

ATTEST:

(facsimile)
City Clerk

CITY CLERK CERTIFICATE

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

I, the undersigned, City Clerk of Leawood, Kansas, hereby certify that the within Combined Projects Street Improvement General Obligation Bond, Series 82-1, has been duly registered in my office according to law this _____.

IN WITNESS WHEREOF, I have set my hand and seal of the City.

(manual)
J. Oberlander
City Clerk of Leawood, Kansas

(S E A L)

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS)
) ss.
COUNTY OF SHAWNEE)

I, JOAN FINNEY, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of this bond has been duly filed in my office and that this bond and the coupons hereto attached were registered in my office according to law this _____.

WITNESS my hand and official seal.

_____
Treasurer of the State of Kansas

By:_____
Assistant State Treasurer

20-193. Section 5. The Mayor and City Clerk of the City of Leawood, Kansas, are hereby authorized and directed to prepare and execute in the manner hereinbefore specified the aforedescribed bonds and when duly executed and registered as required by law, to deliver said bonds to the purchaser or purchasers thereof upon payment of the purchase price therefor in accordance with the contract for the purchase of said Bonds duly accepted by the Governing Body of the City.

20-194. Section 6. For the purpose of providing funds to pay the principal of and interest on said Bonds in the aggregate principal amount of $349,500.00, as said principal and interest become due and payable, there shall be levied annually according to law a tax upon all taxable tangible property within the territorial limits of the City of Leawood, Kansas as shall be sufficient to pay the principal of and interest on the Bonds as and when the same severally become due.

20-195. Section 7. The taxes above levied shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner that other city taxes are levied and collected, and the proceeds derived from said taxes shall be used exclusively for the payment of the principal of and interest on the bonds herein authorized.

20-196. Section 8. The City Treasurer is hereby authorized to forward to the State Treasurer of the State of Kansas sums sufficient to pay both the principal of and interest on said bonds as the same become due.

TAKE EFFECT. Section 9. This ordinance shall take effect and be in force from and after its passage and approval and upon the publication hereof in the official newspaper of the City of Leawood, Kansas.

First Reading: 12/6/82 Second Reading: 12/6/82

Passed by the Governing Body this 6th day of December, 1982, the Council having deemed this to be an emergency matter.

Approved by the Mayor this 6th day of December, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 10th day of, December 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 10th day of December 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 172.02
Additional copies $

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, December 10, 1982.

ORDINANCE NO. 759

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF COMBINED PROJECTS STREET IMPROVEMENT GENERAL OBLIGATION BONDS, SERIES 82-1, OF THE CITY OF LEAWOOD, KANSAS, IN THE AGGREGATE PRINCIPAL AMOUNT OF $349,500, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE CONSTRUCTION COSTS OF THE IMPROVEMENT OF 119TH STREET BETWEEN MISSION ROAD AND ROE AVENUE AND OF THE INTERSECTION OF COLLEGE BOULEVARD AND ROE AVENUE, AS AUTHORIZED BY RESOLUTION NOS. 581 AND 582, PURSUANT TO K.S.A. 12-685, ET. SEQ.; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; AND PROVIDING FOR A TAX LEVY TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THE SAME SHALL MATURE.

Be it ordained by the Governing Body of the City of Leawood, Johnson County, Kansas, that:

20-189. Section 1. For the purpose of providing funds for the payment of the construction costs for the improvement of 119th Street between Mission Road and Roe Avenue and of the intersection of College Boulevard and Roe Avenue, as authorized by Resolution Nos. 581 and 582, pursuant to and in accordance with K.S.A. 12-685, et seq., there shall be issued and hereby are authorized and directed to be issued negotiable interest bearing general obligation bonds of the City of Leawood, Kansas, in the aggregate principal amount of $349,500.00.

20-190. Section 2. The Bonds shall be designated City of Leawood, Kansas, Combined Projects Street Improvement General Obligation Bonds, Series 82-1 (the "Bonds").

Said Bonds shall aggregate the principal sum of $349,500.00, and shall consist of 70 bonds, numbered from 1 to 70, inclusive, Bond No. 1 of said series of Bonds being in the denomination of $4,500.00 and Bonds No. 2 through 70, inclusive, being in the denomination of $5,000.00 each. Each of said Bonds shall be dated December 15, 1982, and said Bonds shall mature serially on September 1 in the years and in the principal amounts and shall bear interest as follows:

BOND NO.	PRINCIPAL AMOUNT	YEAR OF MATURITY	INTEREST RATE
1	$ 4,500	1983	7.40%
2-15	70,000	1984	7.40%
16-29	70,000	1985	7.40%
30-43	70,000	1986	7.00%
44-57	70,000	1987	7.20%
58-70	65,000	1988	7.40%

Interest on said Bonds shall be payable from December 15, 1982, at the rates aforesaid semi-annually on March 1 and September 1 of each year, commencing September 1, 1983. Both the principal of and interest on said Bonds shall be payable in lawful money of the United States of America at the Office of the State Treasurer of the State of Kansas in the City of Topeka, Kansas, upon presentation and surrender of said Bonds and coupons as they respectively become due.

The Bonds shall not be subject to redemption prior to their respective stated maturity dates.

20-191. Section 3. Said Bonds shall be signed by the manual signature of the Mayor and attested by the manual signature of the City Clerk of said City, and shall have the official seal of the City affixed thereto or imprinted or lithographed thereon. Interest coupons shall be attached to said Bonds, representing the interest to mature thereon, and said interest coupons shall bear the facsimile signatures of the Mayor and City Clerk of said City. Said Bonds and each of them shall be registered in the Office of the City Clerk prior to delivery which registration shall be evidenced by a certificate on the reverse face of each of said Bonds bearing the manual signature of the City Clerk and the facsimile seal of the City.

20-192. Section 4. Said Bonds shall be executed in the form and shall contain recitals substantially as follows:

(Form of Bonds)

No. _____ $ _____

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
COMBINED PROJECTS
STREET IMPROVEMENT
GENERAL OBLIGATION BOND, SERIES 82-1

KNOW ALL MEN BY THESE PRESENTS: That the City of Leawood, in the County of Johnson, State of Kansas, for value received hereby acknowledges itself to be indebted and promises to pay to the bearer upon surrender hereof the sum of:

FIVE THOUSAND AND NO/100 DOLLARS

in lawful money of the United States of America on the 1st day of September, 19___, with interest thereon from the date hereof at the rate of _____ percent (_____%) per annum, payable semi-annually on March 1 and September 1 of each year, commencing September 1, 1983, until said principal sum shall have been paid, upon presentation and surrender of the interest coupons hereto annexed, bearing the facsimile signatures of the Mayor and City Clerk of the City of Leawood, Kansas, as said coupons severally become due, both principal of and interest on this bond being payable in lawful money of the United States of America at the office of the State Treasurer of the State of Kansas in the City of Topeka, Kansas.

This bond and all other bonds of the series of which this bond is a part shall be and constitute the general obligations of the City of Leawood, Kansas, and the full faith, credit and resources of said City of Leawood, Kansas, are irrevocably pledged to the payment of said bonds and the interest thereon. There shall be levied annually according to law a tax upon all of the taxable tangible property within the territorial limits of the City of Leawood, in amounts as shall be necessary and sufficient to pay the principal of and interest on this bond and all other bonds of the series of which this bond is a part.

This bond is one of a series of 70 bonds of like case and tenor, excepting number, denomination, interest rate and maturity date, aggregating the principal sum of $349,500.00, issued by said City for the purpose of providing funds to pay the construction costs for the improvement of 119th Street between Mission Road and Roe Avenue and of the intersection of College Boulevard and Roe Avenue, as authorized by Resolution Nos. 581 and 582, pursuant to K.S.A. 12-685, et. seq. This bond and the series of which this bond is a part are issued under the authority of and in full conformity with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas and particularly K.S.A. 10-101 et. seq., as amended, and all other laws of the State applicable to this issue, and said bonds and the interest thereon shall be paid by the City of Leawood, Kansas.

It is hereby declared and certified that all acts, conditions and things required to be done and to exist precedent to and in the issuance of this bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and the laws of the State of Kansas and that the total indebtedness of the City of Leawood, Kansas, including the series of bonds of which this bond is a part, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its Governing Body, has caused this bond to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk and the seal of said City to be affixed hereto or lithographed or imprinted hereon, and the coupons hereto attached to be signed with the facsimile signatures of said officers, and this bond to be dated this 15th day of December, 1982.

(manual)
Kent E. Crippin, Mayor of the City of Leawood, Kansas

ATTEST:

(manual)
J. Oberlander, City Clerk

(SEAL)

On the first day of _____, 19___, the CITY OF LEAWOOD, KANSAS, will pay to bearer _____ ($_____) in lawful money of the United States of America at the office of the STATE TREASURER IN TOPEKA, KANSAS, being six months' interest on its Combined Projects Street Improvement GENERAL OBLIGATION BOND, Series 82-1, dated December 15, 1982.

(_____, 19___)
City of Leawood,

$_____

No. _____

(facsimile)
Mayor

ATTEST:

(facsimile)
City Clerk

CITY CLERK CERTIFICATE

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

[redacted] the undersigned, City Clerk of Leawood, Kansas, hereby certify that the [redacted] Projects Street Improvement General Obligation Bonds, Series 82-1, has been duly registered in my office according to law this [redacted]

IN WITNESS WHEREOF, I have set my hand and seal of the City.

(manual)
J. Oberlander
City Clerk of Leawood, Kansas

(S E A L)

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS)
) ss.
COUNTY OF SHAWNEE)

I, JOHN FINNEY, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of this bond has been duly filed in my office and that this bond and the coupons hereto attached were registered in my office according to law this _____.

WITNESS my hand and official seal.

Treasurer of the State of Kansas

By: _____
Assistant State Treasurer

20-193. Section 5. The Mayor and City Clerk of the City of Leawood, Kansas, are hereby authorized and directed to prepare and execute in the manner hereinbefore specified the aforedescribed bonds and when duly executed and registered as required by law, to deliver said bonds to the purchaser or purchasers thereof upon payment of the purchase price therefor in accordance with the contract for the purchase of said Bonds duly accepted by the Governing Body of the City.

20-194. Section 6. For the purpose of providing funds to pay the principal of and interest on said Bonds in the aggregate principal amount of $349,500.00, as said principal and interest become due and payable, there shall be levied annually according to law a tax upon all taxable tangible property within the territorial limits of the City of Leawood, Kansas as shall be sufficient to pay the principal of and interest on the Bonds as and when the same severally become due.

20-195. Section 7. The taxes above levied shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner that other city taxes are levied and collected, and the proceeds derived from said taxes shall be used exclusively for the payment of the principal of and interest on the bonds herein authorized.

20-196. Section 8. The City Treasurer is hereby authorized to forward to the State Treasurer of the State of Kansas sums sufficient to pay both the principal of and interest on said bonds as the same become due.

TAKE EFFECT. Section 9. This ordinance shall take effect and be in force from and after its passage and approval and upon the publication hereof in the official newspaper of the City of Leawood, Kansas.

First Reading: 12/6/82 Second Reading: 12/6/82

Passed by the Governing Body this 6th day of December, 1982, the Council having deemed this to be an emergency matter.

Approved by the Mayor this 6th day of December, 1982.

(S E A L)

Kent E. Crippin, Mayor

[redacted]

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: /s/ Larry Winn III, City Attorney
Larry Winn III

[redacted]

Original document retained by Register of Deeds. See attached for recording info.

ORDINANCE NO. 758

AN ORDINANCE VACATING A PORTION OF 115th STREET FOR LEAWOOD GREENWAY AND PARKS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-546. VACATION OF A PORTION OF 115th STREET. Section 1. The City of Leawood, Kansas does hereby vacate the right of way of 115th Street as presently established, across and through the property platted as Leawood Greenway and Parks.

TAKE EFFECT. Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 10/4/82 Second Reading: 11/15/82

Passed by the Governing Body this 15th day of November, 1982.

Approved by the Mayor this 15th day of November, 1982.

Kent E. Crippin, Mayor

Attest:

J. Oberlander, City Clerk

Approved for Content:

Larry Winn III, City Atty.

ORIGINAL CONTAINS COLOR BLOCK

1384323

ORDINANCE NO. 758

AN ORDINANCE VACATING A PORTION OF 115th STREET FOR LEAWOOD GREENWAY AND PARKS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-546. VACATION OF A PORTION OF 115th STREET. Section 1. The City of Leawood, Kansas does hereby vacate the right of way of 115th Street as presently established, across and through the property platted as Leawood Greenway and Parks, located within the NE1/4 and the Se¼ of Sec.16 and SW¼ and NW¼ of Sec.15, all in Twp.13,R25,Johnson County,Ks. TAKE EFFECT. Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 10/4/82 Second Reading: 11/15/82

Passed by the Governing Body this 15th day of November, 1982.

Approved by the Mayor this 15th day of November, 1982.

Kent E. Crippin, Mayor

Attest:

J. Oberlander, City Clerk

Approved for Content:

Larry Winn III, City Atty.

STATE OF KANSAS }SS
COUNTY OF JOHNSON
FILED FOR RECORD

1982 NOV 19 AM 11 30 .5

no chg

RUBIE M. SCOTT
REGISTER OF DEEDS

BY_____DEP.

VOL 1802 PAGE 456

CERTIFICATION

I, J. Oberlander, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Leawood, Kansas, and that the attached is a full, true and correct copy of Ordinance No. 758, passed by the Governing Body at an adjourned meeting held November 15, 1982

(S E A L)

J. Oberlander
City Clerk
City of Leawood, Kansas

ps clg

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 19th day of, November 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 19th day of November 19 82.

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 12.03
Additional copies $ _____

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First published in The Johnson County Sun, Friday, [illegible]

ORDINANCE NO. [illegible]

AN ORDINANCE VACATING A PORTION OF 115th STREET FOR LEAWOOD GREENWAY AND PARKS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-546. VACATION OF A PORTION OF 115th STREET. Section 1. The City of Leawood, Kansas does hereby vacate the right of way of 115th Street as presently established, across and through the property platted as Leawood Greenway and Parks.

TAKE EFFECT. Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 10/4/82 Second Reading: 11/15/82

[redacted] this 15th day of [redacted] 1982.

Approved by the Mayor this 15th day of November, 1982.

(s) Kent E. Crippin,

[redacted]

(s) [redacted]

City Clerk

Approved for Content:

(s) Larry Winn III,

City Atty.

(3461 1F)

ORDINANCE NO. 757

AN ORDINANCE RELATING TO SPEED LIMITS, AND REPEAL OF SECTION.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTION. Section 1. Section 14-111 of Revised Ordinances, as adopted by Ordinance No. 674, is hereby repealed and the following enacted in lieu thereof:

14-111. ARTICLE 7, SECTION 33, MAXIMUM SPEED LIMITS. Section 2. Said Article 7, Section 33 is hereby deleted and the following enacted in lieu thereof:

(a) Except when a special hazard exists that requires lower speed for compliance with Section 32 of said "Standard Traffic Ordinance", the limits specified in this section or established as hereinafter authorized shall be maximum lawful speeds, and no person shall drive a vehicle at a speed in excess of such maximum limits:

(1) All vehicles twenty (20) miles per hour in any business district.
(2) All vehicles twenty (20) miles per hour in any park under the jurisdiction of this City.
(3) All vehicles twenty (20) miles per hour during those hours when students are going to and from school of any day school is in session, upon streets and/or parts of streets abutting school property and adjacent to school crosswalks designated as school zones; provided that appropriate signs are erected giving notice of such speed limits and the times said limits are in force, said times to be at the discretion of the Chief of Police.
(4) All vehicles twenty-five (25) miles per hour in any residential district and on other streets within the City except where modified by engineering and traffic investigation as provided hereafter in subsection (c) of this section.

The maximum speed limit established by or pursuant to this paragraph shall be of force and effect regardless of whether signs are posted giving notice thereof and notwithstanding any signs giving notice of maximum speed limits in excess thereof, and any sign giving notice of a maximum speed limit in excess of the limits established by or pursuant to this paragraph shall not be of any force or effect, subject to the following exception.

repealed by Ord. 763, 12/20/82

Whenever the Chief of Police shall determine upon the basis of an engineering and traffic investigation that any speed limit herein set forth is greater or less than is reasonable or safe under the conditions found to exist, the Chief of Police shall determine and declare a reasonable and safe speed limit consistent with applicable state and local statutes which shall be effective at all times or during daytime or nighttime or at such other times as may be determined when appropriate signs giving notice thereof are erected pursuant to Council action and K.S.A. 8-1560 and 8-2002.

(b) No person shall drive a school bus to or from school or interschool or intraschool functions or activities at a speed greater than forty-five (45) miles per hour on any roadway having dirt, sand or gravel surface, and in no event shall a school bus be driven to and from school or activities in excess of fifty-five (55) miles per hour, notwithstanding any maximum speed limit in excess thereof. The provisions of this subsection shall also apply to buses used for the transportation of students enrolled in community junior colleges or area vocational schools when such buses are transporting students to or from school functions or activities.

(c) "Speed limits on certain streets within the City of Leawood". The Governing Body having determined upon the basis of an engineering and traffic investigation that the speed limit permitted under State law and Section 33 of said "Standard Traffic Ordinance" is greater or less than is reasonable under the conditions found to exist upon the City, the Governing Body hereby determines and declares that the reasonable and safe speed limit on said portion of said streets is as listed below. The Chief of Police is hereby directed to cause to have erected appropriate signs giving notice of such speed limit along said streets maintained by the City.

STREET	PORTION CONTROLLED	APPLICABLE SPEED LIMIT
Lee Boulevard	81st St. to 103rd St.	35 mph
Lee Boulevard	105th St. to Leawood Park Entrance	25 mph
State Line Road	Within City Limits	35 mph
Mission Road	North City Limits to 94th St.	35 mph
Mission Road	94th St. to 95th St.	30 mph
Mission Road	95th St. to 103rd St.	35 mph
Mission Road	119th St. to 127th St.	30 mph
Roe Avenue	College Blvd. to K-150	45 mph
83rd Street	Within City Limits	30 mph
85th St. Terr.	Lee Blvd. to State Line Road	30 mph
89th Street	Lee Blvd. East to Rd. Termination	20 mph
89th Street	Mission Rd. to Lee Blvd.	30 mph
95th Street	Within City Limits	30 mph

repealed by Ord. 763, 12/20/82

STREET	PORTION CONTROLLED	APPLICABLE SPEED LIMIT
103rd Street	Mission Rd. to Lee Blvd.	30 mph
103rd Street	Lee Blvd. to State Line Road	35 mph
College Blvd.	Between Roe Ave. and Nall	45 mph
I-435	Within City Limits	55 mph
119th Street	State Line Rd. to Roe	30 mph
123rd Street	State Line Rd. to .4 miles west	25 mph
123rd Street	.4 miles west to Mission Rd.	30 mph
K-150	Westbound from State Line Rd. to a point .10 miles west of intersection of K-150 and State Line Rd.	45 mph
K-150	Westbound from .10 miles west of State Line Rd. to City Limits	55 mph
K-150	Eastbound from a point .30 miles west of State Line Rd. to State Line Rd.	45 mph
K-150	Eastbound from City Limit to a point .30 miles west of State Line Rd.	55 mph
151st Street	Within City Limits	45 mph
Kenneth Road	Within City Limits	45 mph

repealed by Ord. 763, 12/20/82

14-111.1 VALIDITY OF ORDINANCE. Section 3. Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be thereby affected. In addition, any conflict between similar sections of local ordinance and the "Standard Traffic Ordinance" shall be resolved in all cases by reference to the "Standard Traffic Ordinance".

TAKE EFFECT. Section 4. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 9-20-82 Second Reading: 9-20-82

Passed by the Governing Body this 20th day of September, 1982, the Council having deemed this to be an emergency matter.
Approved by the Mayor this 21st day of September, 1982.

(S E A L)

Kent E. Crippen Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 24th day of, September 19 82, with subsequent publications being made on the following dates:

(corrected)
September 29th, 19 82 _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 29th day of September 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 88.80
Additional copies $ _____

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published In The Johnson County Sun, Friday, September 24, 1982.

ORDINANCE NO. 757

AN ORDINANCE RELATING TO SPEED LIMITS, AND REPEAL OF SECTION.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTION. Section 1. Section 14-111 of Revised Ordinances, as adopted by Ordinance No. 674, is hereby repealed and the following enacted in lieu thereof:

14-111. ARTICLE 7, SECTION 33, MAXIMUM SPEED LIMITS. Section 2. Said Article 7, Section 33 is hereby deleted and the following enacted in lieu thereof:

(a) Except when a special hazard exists that requires lower speed for compliance with Section 32 of said "Standard Traffic Ordinance", the limits specified in this section or established as hereinafter authorized shall be maximum lawful speeds, and no person shall drive a vehicle at a speed in excess of such maximum limits:

(1) All vehicles twenty (20) miles per hour in any business district.

(2) All vehicles twenty (20) miles per hour in any park under the jurisdiction of this City.

(3) All vehicles twenty (20) miles per hour during those hours when students are going to and from school of any day school is in session, upon streets and/or parts of streets abutting school property and adjacent to school crosswalks designated as school zones; provided that appropriate signs are erected giving notice of such speed limits and the times said limits are in force, said times to be at the discretion of the Chief of Police.

(4) All vehicles twenty-five (25) miles per hour in any residential district and on other streets within the City except as modified by engineering and traffic investigation as provided hereafter in subsection (c) of this section.

The maximum speed limit established by or pursuant to this paragraph shall be of force and effect regardless of whether signs are posted giving notice thereof and notwithstanding any signs giving notice of maximum speed limits in excess thereof; and any sign giving notice of a maximum speed limit in excess of the limits established by or pursuant to this paragraph shall not be of any force or effect, subject to the following exception.

Whenever the Chief of Police shall determine upon the basis of an engineering and traffic investigation that any speed limit herein set forth is greater or less than is reasonable or safe under the conditions found to exist, the Chief of Police shall determine and declare a reasonable and safe speed limit consistent with applicable state and local statutes which shall be effective at all times or during daytime or nighttime or at such other times as may be determined when appropriate signs giving notice thereof are erected pursuant to Council action and K.S.A. 8-1560 and 8-2002.

(b) No person shall drive a school bus to or from school or interschool or intraschool functions or activities at a speed greater than forty-five (45) miles per hour on an roadway having dirt, sand or gravel surface, and in no event shall a school bus be driven to and from school or activities in excess of fifth-five (55) miles per hour, notwithstanding any maximum speed limit in excess thereof. The provisions of this subsection shall also apply to buses used for the transportation of students enrolled in community junior colleges or area vocational schools when such buses are transporting students to or from school functions or activities.

(c) "Speed limits on certain streets within the City of Leawood". The Governing Body having determined upon the basis of an engineering and traffic investigation that the speed limit permitted under State law and Section 33 of said "Standard Traffic Ordinance" is greater or less than is reasonable under the conditions found to exist upon the City, the Governing Body hereby determines and declares that the reasonable and safe speed limit on said portion of said streets is as listed below. The Chief of Police is hereby directed to cause to have erected appropriate signs giving notice of such speed limit along said streets maintained by the City.

STREET	PORTION CONTROLLED	APPLICABLE SPEED LIMIT
Lee Boulevard	81st St. to 103rd St.	35 mph
Lee Boulevard	105th St. to Leawood Park Entrance	25 mph
State Line Road	Within City Limits	35 mph
Mission Road	North City Limits to 94th St.	35 mph
Mission Road	94th St. to 95th St.	30 mph
Mission Road	95th St. to 103rd St.	35 mph
Mission Road	119th St. to 127th St.	30 mph
Roe Avenue	College Blvd. to K-150	45 mph
83rd Street	Within City Limits	30 mph
85th St. Terr.	Lee Blvd. to State Line Road	30 mph
89th Street	Lee Blvd. East to Rd. Termination	20 mph
89th Street	Mission Rd. to Lee Blvd.	30 mph
95th Street	Within City Limits	30 mph
103rd Street	Mission Rd. to Lee Blvd.	30 mph
103rd Street	Lee Blvd. to State Line Road	35 mph
College Blvd.	Between Roe Ave. and Nall	45 mph
I-435	Within City Limits	55 mph
119th Street	State Line Rd. to Roe	30 mph
123rd Street	State Line Rd. to .4 miles west	25 mph
123rd Street	.4 miles west to Mission Rd.	30 mph
K-150	Westbound from State Line Rd. to a point .10 miles west of intersection of K-150 and State Line Rd.	45 mph
K-150	Westbound from .10 miles west of State Line Rd. to City Limits	55 mph
K-150	Eastbound from a point .30 miles west of State Line Rd. to State Line Rd.	45 mph
K-150	Eastbound from City Limit to a point .30 miles west of State Line Rd.	55 mph
151st Street	Within City Limits	45 mph
Kenneth Road	Within City Limits	45 mph

14-111. VALIDITY OF ORDINANCE. Section 3. Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be thereby affected. In addition, in conflict between similar sections of local ordinance and the "Standard Traffic Ordinance" shall be resolved in all cases by reference to the "Standard Traffic Ordinance".

TAKE EFFECT. Section 4. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

First Reading: 9-20-82 Second Reading: 9-20-82.

Passed by the Governing Body this 20th day of September, 1982, the Council having deemed this an emergency matter.

Approved by the Mayor this 21st day of September, 1982.

(s) Kent E. Grippin, Mayor

(SEAL)

Attest:

(s) J. Oberlander, City Clerk

APPROVED FOR FORM AND CONTENT:

(s) Larry Winn III, City Attorney

ORDINANCE NO. 756

AN ORDINANCE REGULATING TRUCK TRAFFIC IN THE CITY OF LEAWOOD, KANSAS AND REPEAL OF SECTION.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTION. Section 1. Section 14-204 of Revised Ordinances, as adopted by the Codification of 1970, is hereby repealed and the following adopted in lieu thereof.

14-204 REGULATION OF TRUCK TRAFFIC. Section 2. Regulations of truck traffic in the City of Leawood shall be as follows:

a. Regulation of truck traffic. No vehicle or truck, including trailers or attachments, carrying a manufacturer's rating of one (1) ton or more, other than those carrying passengers or constructed to carry passengers, shall be allowed to enter the City of Leawood, except for vehicles carrying goods, merchandise, building material or other articles to be delivered in the City: Provided, That there are signs setting forth the regulation posted upon the streets of entry into the City.

b. Exceptions. The following streets shall be exempt from the above regulations, to wit: State Line Road, Somerset Drive, I-435, K-150, Mission Road from 103rd Street north, Nall, Roe, and 119th Street from Mission Road to Roe Avenue.

c. Prohibitions and Limitations. Pursuant to the authority granted by K.S.A. 8-1912(c) and 8-202, Subsection 14, the operation of trucks or other commercial vehicles exceeding four (4) tons is prohibited on the following street, provided, that properties adjacent to this section of roadway may be served by vehicles carrying goods, merchandise, building material or other articles to be delivered:

119th Street, Mission Road to Roe Avenue.

The prohibitions and limitations set forth herein shall be designated by appropriate signs placed on the street.

14-204.1 VALIDITY OF ORDINANCE. Section 3. Should any paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be thereby affected.

TAKE EFFECT. Section 4. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Repealed by Ord. 819, 7/2/84

First Reading: 8/2/82 Second Reading: 8/16/82

Passed by the Governing Body this 16th day of August, 1982.
Approved by the Mayor this 16th day of August, 1982.

Kent E. Crippin, Mayor

Attest:

J. Oberlander, City Clerk

Approved for Form and Content: Larry Winn III, City Atty

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 20th day of, August 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 20th day of August 19 82.

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 25.45
Additional copies $ _____

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published In The Johnson County Sun, Friday, August 20, 1982.

ORDINANCE NO. 756

AN ORDINANCE REGULATING TRUCK TRAFFIC IN THE CITY OF LEAWOOD, KANSAS AND REPEAL OF SECTION.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTION. Section 1. Section 14-204 of Revised Ordinances, as adopted by the Codification of 1970, is hereby repealed and the following adopted in lieu thereof.

14-204. REGULATION OF TRUCK TRAFFIC. Section 2. Regulations of truck traffic in the City of Leawood shall be as follows:

a. Regulation of truck traffic. No vehicle or truck, including trailers or attachments, carrying a manufacturer's rating of one (1) ton or more, other than those carrying passengers or constructed to carry passengers, shall be allowed to enter the City of Leawood, except for vehicles carrying goods, merchandise, building material or other articles to be delivered in the City: Provided, That there are signs setting forth the regulation posted upon the streets of entry into the City.

b. Exceptions. The following streets shall be exempt from the above regulations, to wit: State Line Road, Somerset Drive, I-435, K-150, Mission Road from 103rd Street north, Nall, Roe, and 119th Street from Mission Road to Roe Avenue.

c. Prohibitions and Limitations. Pursuant to the authority granted by K.S.A. 8-1912(c) and 8-202, Subsection 14, the operation of trucks or other commercial vehicles exceeding four (4) tons is prohibited on the following street, provided, that properties adjacent to this section of roadway may be served by vehicles carrying goods, merchandise, building material or other articles to be delivered:

119th Street, Mission Road to Roe Avenue.

The prohibitions and limitations set forth herein shall be designated by appropriate signs placed on the street.

14-204. I VALIDITY OF ORDINANCE. Section 3. Should any paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be thereby affected.

TAKE EFFECT. Section 4. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 8/2/82 Second Reading: 8/16/82

Passed by the Governing Body this 16th day of August, 1982.

Approved by the Mayor this 16th day of August, 1982.

(s)Kent E. Crippin,
Mayor

Attest:
(s)J. Oberlander,
City Clerk

Approved for Form and Content:
(s)Larry Winn III,
City Attorney

(6808 1F)

Repealed by Ord. #839
CODE OF 1984
Effective 12/21/84

ORDINANCE NO. 755

AN ORDINANCE RELATING TO THE ADOPTION OF THE "JOHNSON COUNTY SANITARY CODE OF SEPTEMBER, 1979", AND REPEAL OF SECTIONS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTIONS. Section 1. Sections 25-201, 25-202, and 25-203 of Revised Ordinances, as adopted by Ordinance No. 613, are hereby repealed and the following enacted in lieu thereof:

25-201. JOHNSON COUNTY SANITARY CODE; INCORPORATION BY REFERENCE. Section 2. There is hereby incorporated by reference, for the purpose of prescribing rules and regulations for controlling practices to minimize health and safety hazards, that certain sanitary code known as the "Johnson County Sanitary Code of September, 1979", prepared and published by the Johnson County Health Department, and as amended from time to time.

Not less than three (3) copies of such "Johnson County Sanitary Code", marked or stamped "Official Copy as Adopted by Ordinance No. 755 ", shall be filed with the City Clerk to be open for inspection and available to the public during regular office hours.

The Johnson County Board of Health is hereby requested to appoint the Johnson County Health Officer as City Health Officer for the City of Leawood, Kansas, to represent the City in health matters.

25-202. DELETION. Section 3. Chapter III, Water Quality Management Planning for Residential, Commercial & Industrial Developments, of the "Johnson County Sanitary Code of September, 1979" is hereby deleted in its entirety.

25-203. VALIDITY OF ORDINANCE. Section 4. Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be thereby affected.

TAKE EFFECT. Section 5. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 7/19/82 Second Reading: 8/2/82

Passed by the Governing Body this 2nd day of August, 1982.

Approved by the Mayor this 3rd day of August, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 6th day of, August 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 6th day of August 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 23.00
Additional copies $ _____

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, August 6, 1982.

ORDINANCE NO. 755

AN ORDINANCE RELATING TO THE ADOPTION OF THE "JOHNSON COUNTY SANITARY CODE OF SEPTEMBER, 1979"; AND REPEAL OF SECTIONS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTIONS: Section 1. Sections 25-201, 25-202, and 25-203 of Revised Ordinances, as adopted by Ordinance No. 613, are hereby repealed and the following enacted in lieu thereof:

25-201. JOHNSON COUNTY SANITARY CODE; INCORPORATION BY REFERENCE. Section 2. There is hereby incorporated by reference, for the purpose of prescribing rules and regulations for controlling practices to minimize health and safety hazards, that certain sanitary code known as "Johnson County Sanitary Code of September, 1979", prepared and published by the Johnson County Health Department, and as amended from time to time.

Not less than three (3) copies of such "Johnson County Sanitary Code", marked or stamped "Official Copy as Adopted by Ordinance No. 755", shall be filed with the City Clerk to be open for *inspection and available to the* public during regular office hours.

The Johnson County Board of Health is hereby requested to appoint the Johnson County Health Officer as City Health Officer for the City of Leawood, Kansas, to represent the City in health matters.

25-202. DELETION. Section 3. Chapter III, Water Quality *Management Planning for* Residential, Commercial & Industrial Developments, of the "Johnson County Sanitary Code of September, 1979" is hereby deleted in its entirety.

25-203. VALIDITY OF ORDINANCE. Section 4. Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be thereby affected.

TAKE EFFECT. Section 5. This ordinance shall take effect and be in force from and afters its publication in the official City newspaper.

First Reading: 7/19/82
Second Reading: 8/2/82
Passed by the Governing Body this 2nd day of August, 1982.
Approved by the Mayor this [illegible] 1982.

[illegible] Grippin
Mayor
Attest:
(s) J. Oberlander
City Clerk
APPROVED FOR FORM
[illegible] (s) Larry Winn III,
City Attorney
[illegible] 580 1F)

ORDINANCE NO. 754

AN ORDINANCE CONVEYING PROPERTY TO THE BOARD OF COUNTY COMMISSIONERS AS THE GOVERNING BODY OF JOHNSON COUNTY WASTE WATER DISTRICTS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-208. Section 1. The City of Leawood, Kansas, does hereby convey the following described property to the Board of County Commissioners as the Governing Body of Johnson County Waste Water Districts:

> All that part of the W½ of the W½ of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the SW¼ of said Section 10; thence N 87° 50' 04" E, along the South line of the SW¼ of said Section 10, a distance of 1324.78 feet, to the Southeast corner of the W½ of the W½ of said Section 10; thence N 1° 55' 24" W, along the East line of the W½ of the W½ of said Section 10, a distance of 337.80 feet, to a point 337.80 feet North of the South line thereof; thence S 87° 50' 04" W, along a line 337.80 feet North of and parallel to the South line of the SW¼ of said Section 10, a distance of 260 feet, to a point 260 feet West of the East line of the W½ of the W½ of said Section 10; thence N 1° 55' 24" W, along a line 260 feet West of and parallel to the East line of the W½ of the W½ of said Section 10, a distance of 263.69 feet, to the true point of beginning of subject tract; thence continuing N 1° 55' 24" W, along a line 260 feet West of and parallel to the East line of the W½ of the W½ of said Section 10, a distance of 937.90 feet, to a point on the South line of the North 115 Acres of the W½ of the W½ of said Section 10; thence S 87° 51' 49" W, along the South line of the North 115 Acres of the W½ of the W½ of said Section 10, a distance of 664.04 feet; thence S 1° 55' E, a distance of 300 feet; thence S 53° 30' E, a distance of 129.32 feet; thence S 42° 48' 50" E, a distance of 381.92 feet; thence S 56° 40' E, a distance of 203 feet; thence S 46° 30' E, a distance of 209.42 feet, to the true point of beginning of subject tract.
>
> The above described tract contains 9.495 Acres, more or less.

19-209. Section 2. A copy of the deed for the foregoing tract is attached hereto and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 7/19/82 Second Reading: 8/2/82

Passed by the Governing Body this 2nd day of August, 1982.

Approved by the Mayor this 3rd day of August, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

Form No. 12—Class E

1367367

Delmarco Stationery Co., 805 Walnut, Kansas City, Mo

Special Warranty Deed

This Indenture, *Made on the* 14 *day of* June *A. D.,*

One Thousand Nine Hundred EIGHTY-TWO *, by and between* THE CITY OF LEAWOOD, KANSAS, A Municipal Corporation, duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas,

of the County of Johnson *, State of* Kansas *, part* y *of the first part, and* THE BOARD OF COUNTY COMMISSIONERS AS THE GOVERNING BODY OF JOHNSON COUNTY WASTE WATER DISTRICTS *of the County of* Johnson *, State of* Kansas *, part* y *of the second part,*

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of TEN DOLLARS - ($10.00) ---------- *DOLLARS, to* it *paid by the said part* y *of the second part (the receipt of which is hereby acknowledged) does by these presents, SELL and CONVEY unto the said part* y *of the second part* its *heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of* Johnson *and State of* ~~Missouri~~ Kansas *to-wit: All*

See attached Exhibit A for full legal description

Entered In Transfer Record
14 Day of June AD 19 82
DONALD J. CURRY
Johnson County Clerk

STATE OF KANSAS } SS.
COUNTY OF JOHNSON

1982 JUN 14 AM 11 09 .1
700
RUBIE M. SCOTT
REGISTER OF DEEDS
BY_____DEP.

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said part y *of the second part and unto* its *heirs and assigns forever; the said* party of the first part *hereby covenanting that the said premises are free and clear from any incumbrance done or suffered by* it *; and that* it ~~he~~ *will warrant and defend the title to said premises unto the said part* y *of the second part and unto* the Party of the Second Part's ~~heirs and~~ *assigns forever, against the lawful claims and demands of all persons claiming under* it .

IN WITNESS WHEREOF, The said part y *of the first part has hereunto set* its *hand and seal the day and year above written.*

THE CITY OF LEAWOOD, KANSAS (SEAL)
By (SEAL)
Kent E. Crippin, Mayor
(SEAL)
(SEAL)

Attest:

700

VOL 1765 PAGE 544

EXHIBIT A

All that part of the W½ of the W½ of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the SW¼ of said Section 10; thence N 87° 50' 04" E, along the South line of the SW¼ of said Section 10, a distance of 1324.78 feet, to the Southeast corner of the W½ of the W½ of said Section 10; thence N 1° 55' 24" W, along the East line of the W½ of the W½ of said Section 10, a distance of 337.80 feet, to a point 337.80 feet North of the South line thereof; thence S 87° 50' 04" W, along a line 337.80 feet North of and parallel to the South line of the SW¼ of said Section 10, a distance of 260 feet, to a point 260 feet West of the East line of the W½ of the W½ of said Section 10; thence N 1° 55' 24" W, along a line 260 feet West of and parallel to the East line of the W½ of the W½ of said Section 10, a distance of 263.69 feet, to the true point of beginning of subject tract; thence continuing N 1° 55' 24" W, along a line 260 feet West of and parallel to the East line of the W½ of the W½ of said Section 10, a distance of 937.90 feet, to a point on the South line of the North 115 Acres of the W½ of the W½ of said Section 10; thence S 87° 51' 49" W, along the South line of the North 115 Acres of the W½ of the W½ of said Section 10, a distance of 664.04 feet; thence S 1° 55' E, a distance of 300 feet; thence S 53° 30' E, a distance of 129.32 feet; thence S 42° 48' 50" E, a distance of 381.92 feet; thence S 56° 40' E, a distance of 203 feet; thence S 46° 30' E, a distance of 209.42 feet, to the true point of beginning of subject tract.

The above described tract contains 9.495 Acres, more or less.

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 6th day of, August 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 6th day of August 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 23.00
Additional copies $ _____

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First publication in the Johnson County Sun, [illegible] August [illegible], 1972

ORDINANCE NO. 754

AN ORDINANCE CONVEYING PROPERTY TO THE BOARD OF COUNTY COMMISSIONERS AS THE GOVERNING BODY OF JOHNSON COUNTY WASTE WATER DISTRICTS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-208. Section 1. The City of Leawood, Kansas, does hereby convey the following described property to the Board of County Commissioners as the Governing Body of Johnson County Waste Water Districts:

All that part of the W½ of the W½ of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the SW¼ of said Section 10; thence N 87° 50' 04" E, along the South line of the SW¼ of said Section 10, a distance of 1324.78 feet, to the Southeast corner of the W½ of the W½ of said Section 10; thence N 1° 55' 24" W, along the East line of the W½ of the W½ of said Section 10, a distance of 337.80 feet to a point 337.80 feet North of the South line thereof; thence S 87° 50' 04" W, along a line 337.80 feet North of and parallel to the South line of the SW¼ of said Section 10, a distance of 260 feet to a point 260 feet West of the East line of the W½ of the W½ of said Section 10; thence N 1° 55' 24" W, along a line 260 feet West of and parallel to the East line of the W½ of the W½ of said Section 10, a distance of 263.69 feet, to the true point of beginning of subject tract; thence continuing N 1° 55' 24" W, along a line 260 feet West of and parallel to the East line of the W½ of the W½ of said Section 10, a distance of 937.90 feet, to a point on the South line of the North 115 Acres of the W½ of the W½ of said Section 10; thence S 87° 51' 49" W, along the South line of the North 115 Acres of the W½ of the W½ of said Section 10, a distance of 664.04 feet; thence S 1° 55' E, a distance of 300 feet; thence S 53° 30' E, a distance of 129.32 feet; thence S 42° 48' 50" E, a distance of 381.92 feet; thence S 56° 40' E, a distance of 203 feet; thence S 46° 30' E, a distance of 209.42 feet, to the true point of beginning of subject tract.

The above described tract contains 9.495 Acres, more or less.

19-209. Section 2. A copy of the deed for the foregoing tract is attached hereto and thereby incorporat[illegible] [illegible]ction 3. [illegible] ef- [illegible] and [illegible] publication [illegible] of- [illegible] City newspaper [illegible]

[illegible] Governing Body, this [illegible] August, 1972.

Approved [illegible] the Mayor this [illegible] day of August, 1972.

(SEAL)

(s) Kathe Crippin
Mayor

Attest:
(s) J. Oberlander
City Clerk

APPROVED AS TO FORM AND CONTENT: (s) Larry Winn III,
City Attorney

(7578 1F)

ORDINANCE NO. 753

Repealed by Ord. #839
CODE OF 1984
Effective 12/21/84

AN ORDINANCE ESTABLISHING AND IMPOSING A SYSTEM OF CHARGES UPON USERS OF THE SANITARY SEWER SYSTEM OF THE CITY OF LEAWOOD KANSAS FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE, INCLUDING REPLACEMENT COSTS OF THE SEWER SYSTEM, REPEALING SECTION 12-102 OF ARTICLE 1 OF CHAPTER XII OF THE REVISED ORDINANCES OF THE CITY OF LEAWOOD, KANSAS, AND ADOPTING NEW PROVISIONS IN LIEU THEREOF.

WHEREAS, pursuant to the Federal Water Pollution Control Act, as amended, also known as the Clean Water Act, and the Administrative Regulations of the United States Environmental Protection Agency (EPA), adopted pursuant thereto, any municipality receiving federal grant funds from EPA to construct wastewater treatment facilities must have a user charge system for the payment of operation and maintenance costs of the sewerage treatment facilities; and

WHEREAS, the user charge system must be approved by EPA according to the guidelines and criteria outlined in the Administrative Regulations of EPA; and

WHEREAS, the City of Leawood, Kansas, has accepted federal grant funds from EPA and may in the future accept other federal grants; and

WHEREAS, the City of Leawood, Kansas, does maintain and operate a sanitary sewer system for the protection of the public health and safety and for the benefit of the residents of the City and other persons who utilize the sewer system; and

WHEREAS, the City of Leawood, Kansas, must pay for the costs of operating and maintaining the sewer system, including costs for replacement; and

WHEREAS, the regulations of EPA require a system of charges based upon elements of actual use of the sewer system, including the volume of wastewater discharged, the rate of flow, and the character and strength of the wastes discharged; and

WHEREAS, the City of Leawood, Kansas, does have authority to adopt, pursuant to state law, a system of user charges, and does now find it necessary and desirable to do so.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

12-102. Section 1. PURPOSE

It is determined and declared to be necessary and conducive to the public health, safety, welfare and convenience and to the efficient and economical operation of the sanitary sewer system of the City that a user charge system be implemented to collect charges from all users of the sewer system based upon the actual use of the system by the user. The user charge system shall be used solely for the purpose of payment for the costs of operation and maintenance of the sanitary sewer system of the City and for payment of contract costs for treatment with Kansas City, Missouri.

12-102.1. Section II. DEFINITIONS.

For the purposes of this Ordinance, the following terms shall have the meanings ascribed to them in this section, unless the context requires otherwise.

A. "Average Domestic Sanitary Wastes" shall mean wastewater that has a BOD measurement of 300 milligrams per liter (mg/l) and a suspended solids concentration of 400 mg/l.

B. "BOD" shall mean the Biochemical Oxygen Demand which is the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20° C, expressed in milligrams per liter (mg/l).

C. "BOD Charge" shall mean the amount of charge per pound of BOD calculated as the cost of operation and maintenance allocated to the receipt, treatment and processing of each pound of BOD.

D. "Clean Water Act" shall mean and include the Federal Water Pollution Control Act, Public Law 92-500, and the Clean

Water Act of 1977, Public Law 95-217, all as amended and codified in 33 U.S.C. §§ 1251 et seq.

E. "Customer Service Cost" shall mean the amount of charge allocated for that portion of the operation and maintenance costs attributable to services performed in the administration of accounts of the users, including billing, mailing and information services.

F. "Discharge" shall mean the introduction of or addition of any wastewater or other substance, whether liquid, solid or gas, into the wastewater treatment facilities of the Leawood Sanitary Sewer System.

G. "Operation and Maintenance Cost" shall mean all expenditures during the useful life of the sewer system for materials, labor, utilities, and other items which are necessary for management and maintenance of the sewer system to achieve the capacity and performance for which such facilities were designed and constructed and shall include replacement costs which are expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the wastewater treatment facilities to maintain the capacity and performance for which such facilities were designed and constructed but shall not include major capital improvement or expenses.

H. "Pollutant" shall mean any substance discharged into water which alters the chemical, physical, biological or radiological integrity of the water.

I. "Residential User" shall mean any user which is a single family or multi-family dwelling which is used solely as a personal residence of the occupants but shall not include any commercial or institutional dwelling such as a hotel, motel, dormitory or care facility.

J. "Shall" is mandatory; "may" is permissive.

K. "Sewer System" shall mean sanitary sewers, mains, pumping stations, treatment works, storage facilities, and all other appurtenances to the collection, storage, treatment and disposal of sewage or wastewater.

L. "Suspended Solids" (ss) shall mean solids that either float on the surface of or are in suspension in water, wastewater, or other solids and which are removable by laboratory filtering.

M. "Suspended Solids Charge" shall mean that amount of charge per pound of suspended solids calculated as the cost of operation and maintenance allocated to the receipt, treatment and processing of each pound of suspended solids.

N. "Unit Cost" shall mean the amount of operation and maintenance cost allocated per unit to the determined component parts of the level and type of service provided; including the wastewater load, the character of the discharge and the customer account administration.

O. "Useful Life" shall mean the estimated period during which a wastewater treatment facility will be operated without major renovations.

P. "User" shall mean any person who is the owner or is in possession or control of any real estate property located within the prescribed service area of the sewer system of the City and who contributes wastewater into the sewer system.

Q. "User Charge" or "User Charge System" shall mean the service charge, or system for establishment and assessment of the service charge, which is assessed to recover the cost of operation and maintenance of the sewer system and sewer services of the City based upon the allocation of costs to users of the sewer system in proportion of the use of sewer system by each user.

R. "Volume Charge" shall mean that amount of charge per one thousand gallons of wastewater discharged calculated as

the cost of operation and maintenance allocated to the receipt, handling, treatment and process of the volume and delivery flow rate or the discharge.

S. "Wastewater" shall mean all pollutant and waste carrying water, liquids or fluids discharged into, transported through, and treated by wastewater treatment facilities.

12-102.2. Section III. ESTABLISHMENT AND ASSESSMENT OF USER CHARGE SYSTEM.

For the purpose of paying for the costs of the operation and maintenance of the sanitary sewer system, including replacement, a user charge system is hereby established and a user charge is hereby assessed upon each user of the sanitary sewer system of the City in an amount and to be collected in the manner as hereinafter provided.

12-102.3. Section IV. USER CHARGE RATE.

The user charge shall be based upon the actual cost of service provided by the City to each user and shall be determined as provided in this section.

The Director of Public Works for the City, or his authorized designate, utilizing the prevailing standards of engineering practice, shall allocate the total annual operation and maintenance costs incurred by the City, including those costs of treatment allocated and assessed to the City by Kansas City, Missouri, to the cost components of volume, BOD, suspended solids, customer services, direct treatment costs, replacement, and infiltration and inflow. The Director of Public Works shall then determine from actual use data or estimates, for each of the cost components, the per unit charge necessary for the City to recover funds sufficient to pay the total annual operation and maintenance costs and shall certify the per unit charges to the City Council.

No later than the first duly scheduled meeting of June of

each year, the City Council shall adopt, by separate ordinance, the per unit charges certified by the Director of Public Works and shall publish the Ordinance once each week for two consecutive weeks in the official newspaper of the City.

The City Clerk, or its authorized designate, shall maintain a current list of all users of the sewer system of the City and shall, no less frequently than once each year, obtain from the user, from water suppliers, or from testing and monitoring by the City or other governmental agency, sufficient data and information to determine the use of the sewer system by each user.

12-102.4. Section V. USER CHARGE CALCULATION.

Each user of the sewer system of the City shall pay, within thirty (30) days after receipt of the user charge bill, the user charge calculated in accordance with this section.

A. Residential Users. Each residential user shall pay as a user charge that amount calculated from the following formula:

$$UC = (V_c \times 4V) + CSC + R + II$$

Where:

UC	=	User charge in dollars;
V_c	=	The certified per unit volume charge;
V	=	The total volume of wastewater discharged by the user measured in 1,000 gallons and determined from water meter data during the months of January, February, and March of each year;
CSC	=	The certified customer service charge;
R	=	The certified per unit replacement charge; and
II	=	The certified per unit cost for infiltration and inflow.

In the event that sufficient water meter data is not available for any residential user, V shall equal the average volume of wastewater discharged by all residential users.

B. All Other Users. All users other than residential users

shall pay as a user charge that amount calculated from the following formula:

$$UC = (V_c \times V) + (BOD_c \times BOD) + (SS_c \times SS) + CSC + R + II$$

Where:

UC	=	User charge in dollars;
V_c	=	The certified per unit volume charge;
V	=	The volume of wastewater discharged by the user, measured in 1000 gallons, during the year as determined from water meter data;
BOD_c	=	The certified per unit BOD charge; as determined from charges established by Kansas City, Missouri;
BOD	=	The number of pounds of BOD in excess of average domestic strength discharged by the user during the billing year;
SS_c	=	The certified per unit SS charge; as determined from charges established by Kansas City, Missouri;
SS	=	The number of pounds of suspended solids in excess of average domestic strength discharged by the user during the billing year;
CSC	=	The certified per customer service charge;
R	=	The certified per unit replacement cost; and
II	=	The certified per unit cost for infiltration and inflow.

In the event that a user subject to this section shall have a consumptive use of water or in some other manner uses water which is not returned to the wastewater collection system, the volume factor of the user charge may be determined by the user in a manner approved by the Director of Public Works of the City.

C. Additional charges. In addition to the amount calculated under Subsections A and B of this section, a user shall pay as an additional user charge any treatment cost determined by the City to have been incurred by the City as a result of any pollutant discharged by that user.

D. Minimum Charge. A minimum user charge to each user shall be equal to CSC + R + II, where CSC is the customer service charge, R is the per unit replacement cost, and II is the per unit cost for infiltration and inflow.

E. Unavailable Data. In the event that sufficient data is unavailable to the City to accurately determine the volume usage of any user, then the user charge for such user shall equal:

$$(V_c \times 4V_a) + CSC + R + II$$

Where:

V_c	=	the certified per unit volume charge;
V_a	=	the average volume of wastewater discharged by similar users, measured in 1000 gallons and determined from water meter data during the months of January, February, and March of each year;
CSC	=	the certified customer service charge;
R	=	the certified per unit replacement charge; and
II	=	the certified per unit cost for infiltration and inflow.

12-102.5. Section VI. BILLING AND COLLECTION.

A. Procedure. The user charge provided for in this Ordinance shall be calculated and billed by the City Clerk, or its authorized designate, annually, and the Clerk shall cause a billing statement to be mailed to the user stating the total amount of the user charge to be paid and showing the figures used to calculate the user charge.

B. Collection. The user charge shall be paid to and collected by the City Clerk within thirty (30) days after receipt of the billing statement by the user. Any payment not received within thirty (30) days after receipt of the billing statement shall be deemed delinquent and the City Clerk and City Attorney shall take such action as is necessary to collect the delinquent charges.

C. Late Payment Penalty. A late payment penalty of ten

percent (10%) of the user charge will be assessed for each ninety (90) days period for which the payment of a user charge is delinquent. The late payment penalty shall be assessed and billed on the next regular user charge billing.

12-102.6. Section VII. ADJUSTMENTS AND REVIEW.

Any user may apply to the Director of Public Works for a review and adjustment of the user charge assessed to the user. The Director of Public Works shall review the user charge assessed and shall provide the user an opportunity to submit data and documentation to justify the requested adjustment. If the Director finds that the adjustment is justified, he shall issue a certificate to the City Clerk specifying the adjustment and reasons therefor. If the Director finds that the adjustment is not justified, he shall refuse any adjustment. The decision of the Director shall be final.

12-102.7. Section VIII. USE OF PROCEEDS.

The City Clerk shall, upon receipt of any payment of user charges assessed under this Ordinance, deposit the proceeds from such payments into an account designated as the Sewer Operation, Maintenance, and Replacement Account of the City. At least once annually, the City Council shall audit the account, to ensure that the amounts collected are sufficient to satisfy the operation and maintenance costs of the City, and shall designate that portion of the account to be used as a replacement fund. The proceeds of the account shall be used only for the purpose of paying the operation, maintenance and replacement costs of the City, including contract costs for treatment with Kansas City, Missouri. Any adjustments necessary to the account shall be made and adjusted annually in the determination of cost allocations and unit charges.

12-102.8. Section IX. ENFORCEMENT AND PENALTY

The City Council, after notice and opportunity for hearing

as hereinafter provided, and upon a finding by the Council that a user charge levied by or under the provisions of this Ordinance is overdue and unpaid, may issue an order directing that sewer system services be disconnected to the user not paying the charge unless, within thirty (30) days of receipt of the order by the user, or person in charge thereof, the user charge is paid in full, together with any penalties, or the user demonstrates sufficient cause why the property should not be disconnected.

Notice of the intent to issue an order pursuant to this Section shall be given at least twenty (20) days prior to issuance of the order to the user, in writing, sent by certified mail to the address of the real property for which the user charge was assessed or other known address of the user, and shall state:

A. The intent of the City to issue an order directing that the property be disconnected unless the charge is paid in full, together with any penalties or unless cause is shown by the user not to disconnect the property;

B. The date the Council intends to issue the order; and

C. That the user has the right to request within the twenty (20) days an opportunity to appear before the Council and be heard to show cause by such an order should not be issued.

Sewer system services shall be reconnected to the user upon payment by the user of all due and unpaid user charges, late charge penalties, and all costs for disconnection and reconnection to the City.

12-102.9. Section X. SEVERABILITY.

In the event any section or part thereof of this Ordinance shall be found to be unenforceable by a competent Court of jurisdiction, then the remaining provisions of this Ordinance shall remain valid and in full force and effect.

Section XI. Effective Date.

This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED this 19th day of July, 1982, the Council having deemed this to be an emergency matter.

APPROVED BY THE MAYOR this 20th day of July, 1982.

KENT CRIPPIN, MAYOR

ATTEST:

J. Oberlander, City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 23rd day of, July 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 23rd day of July 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 175.44
Additional copies $ _____

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, July 23, 1982.

ORDINANCE NO. 753

AN ORDINANCE ESTABLISHING AND IMPOSING A SYSTEM OF CHARGES UPON USERS OF THE SANITARY SEWER SYSTEM OF THE CITY OF LEAWOOD KANSAS FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE, INCLUDING REPLACEMENT COSTS OF THE SEWER SYSTEM, REPEALING SECTION 12-102 OF ARTICLE 1 OF CHAPTER XII OF THE REVISED ORDINANCES OF THE CITY OF LEAWOOD, KANSAS, AND ADOPTING NEW PROVISIONS IN LIEU THEREOF.

WHEREAS, pursuant to the Federal Water Pollution Control Act, as amended, also known as the Clean Water Act, and the Administrative Regulations of the United States Environmental Protection Agency (EPA), adopted pursuant thereto, any municipality receiving federal grant funds from EPA to construct wastewater treatment facilities must have a user charge system for the payment of operation and maintenance costs of the sewerage treatment facilities; and

WHEREAS, the user charge system must be approved by EPA according to the guidelines and criteria outlined in the Administrative Regulations of EPA; and

WHEREAS, the City of Leawood, Kansas, has accepted federal grant funds from EPA and may in the future accept other federal grants; and

WHEREAS, the City of Leawood, Kansas, does maintain and operate a sanitary sewer system for the protection of the public health and safety and for the benefit of the residents of the City and other persons who utilize the sewer system; and

WHEREAS, the City of Leawood, Kansas, must pay for the costs of operating and maintaining the sewer system, including costs for replacement; and

WHEREAS, the regulations of EPA require a system of charges based upon elements of actual use of the sewer system, including the volume of wastewater discharged, the rate of flow, and the character and strength of the wastes discharged; and

WHEREAS, the City of Leawood, Kansas, does have authority to adpt, pursuant to state law, a system of user charges, and does now find it necessary and desirable to do so.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

12-102. **Section** 1. PURPOSE

It is determined and declared to be necessary and conducive to the public health, safety, welfare and convenience and to the efficient and economical operation of the sanitary sewer system of the City that a user charge system be implemented to collect charges from all users of the sewer system based upon the actual use of the system by the user. The user charge system shall be used solely for the purpose of payment for the costs of operation and maintenance of the sanitary sewer system of the City and for payment of contract costs for treatment with Kansas City, Missouri.

12-102.1. **Section II.** DEFINITIONS.

For the purposes of this Ordinance, the following terms shall have the meanings ascribed to them in this section, unless the context requires otherwise.

A. "Average Domestic Sanitary Wastes" shall mean wastewater that has a BOD measurement of 300 milligrams per liter (mg/1) and a suspended solids concentration of 400 mg/1.

B. "BOD" shall mean the Biochemical Oxygen Demand which is the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20° C, expressed in milligrams per liter (mg/1).

C. "BOD Charge" shall mean the amount of charge per pound of BOD calculated as the cost of operation and maintenance allocated to the receipt, treatment and processing of each pound of BOD.

D. "Clean Water Act" shall mean and include the Federal Water Pollution Control Act, Public Law 92-500, and the Clean Water Act of 1977, Public Law 95-217, all as amended and codified in 33 U.S.C. Sections 1251 **et seq.**

E. "Customer Service Cost" shall mean the amount of charge allocated for that portion of the operation and maintenance costs attributable to services performed in the administration of accounts of the users, including billing, mailing and information services.

F. "Discharge" shall mean the introduction of or addition of any wastewater or other substance, whether liquid, solid or gas, into the wastewater treatment facilities of the Leawood Sanitary Sewer System.

G. "Operation and Maintenance Cost" shall mean all expenditures during the useful life of the sewer system for materials, labor, utilities, and other items which are necessary for management and maintenance of the sewer system to achieve the capacity and performance for which such facilities were designed and constructed and shall include replacement costs which are expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the wastewater treatment facilities to maintain the capacity and performance for which such facilities were designed and constructed but shall not include major capital improvement or expenses.

H. "Pollutant" shall mean any substance discharged into water which alters the chemical, physical, biological or radiological integrity of the water.

I. "Residential User" shall mean any user which is a single family or multi-family dwelling which is used solely as a personal residence of the occupants but shall not include any commercial or institutional dwelling such as a hotel, motel, dormitory or care facility.

J. "Shall" is mandatory; "may" is permissive.

[redacted] "Sewer System" shall mean [redacted] sewers, mains, pumping stations, treatment works, storage facilities, and all other appurtenances to the collection, storage, treatment and disposal of sewage or wastewater.

L. "Suspended Solids" (ss) shall mean solids that either float on the surface of or are in suspension in water, wastewater, or other solids and which are removable by laboratory filtering.

M. "Suspended Solids Charge" shall mean that amount of charge per pound of suspended solids calculated as the cost of operation and maintenance allocated to the receipt, treatment and processing of each pound of suspended solids.

N. "Unit Cost" shall mean the amount of operation and maintenance cost allocated per unit to the determined component parts of the level and type of service provided; including the wastewater load, the character of the discharge and the customer account administration.

O. "Useful Life" shall mean the estimated period during which a wastewater treatment facility will be operated without major renovations.

P. "User" shall mean any person who is the owner or is in possession or control of any real estate property located within the prescribed service area of the sewer system of the City and who contributes wastewater into the sewer system.

Q. "User Charge" or "User Charge System" shall mean the service charge, or system for establishment and assessment of the service charge, which is assessed to recover the cost of operation and maintenance of the sewer system and sewer services of the City based upon the allocation of costs to users of the sewer system in proportion of the use of sewer system by each user.

R. "Volume Charge" shall mean that amount of charge per one thousand gallons of wastewater discharged calculated as the cost of operation and maintenance allocated to the receipt, handling, treatment and process of the volume and delivery flow rate or the discharge.

S. "Wastewater" shall mean all pollutant and waste carrying water, liquids or fluids discharged into, transported through, and treated by wastewater treatment facilities.

12-102.2 **Section III.** ESTABLISHMENT AND ASSESSMENT OF USER CHARGE SYSTEM.

For the purpose of paying for the costs of the operation and maintenance of the sanitary sewer system, including replacement, a user charge system is hereby established and a user charge is hereby assessed upon each user of the sanitary sewer system of the City in an amount and to be collected in the manner as hereinafter provided.

12-102.3. **Section IV.** USER CHARGE RATE.

The user [redacted] based upon t[redacted] service provi[redacted] to each user and shall be determined as provided in this section.

The Director of Public Works for the City, or his authorized designate, utilizing the prevailing standards of engineering practice, shall allocate the total annual operation and maintenance costs incurred by the City, including those costs of treatment allocated and assessed to the City by Kansas City, Missouri, to the cost components of volume, BOD, suspended solids, customer services, direct treatment costs, replacement, and infiltration and inflow. The Director of Public Works shall then determine from actual use data or estimates, for each of the cost components, the per unit charge necessary for the City to recover funds sufficient to [redacted] total annual operation and maintenance costs and shall certify the per unit charges to the City Council.

No later than the first duly scheduled meeting of June of each year, the City Council shall adopt, [redacted] dinance, the [redacted] certified by [redacted] Public Works and shall publish the Ordinance once each week for two consecutive week[redacted] newspaper of [redacted]

The City [redacted] authorized designate, shall maintain a current list of all users of the sewer system of the City and shall no less frequently than once each year, obtain from the user, from water suppliers, or from testing and monitoring by the City or other governmental agency, suffici[redacted] information t[redacted] use of the sewer system by each user.

12-102.4. **Section V.** USER CHARGE CALCULATION.

Each user of the sewer system of the City shall pay, within thirty (30) days after receipt of the user charge bill, the user charge calculated in accordance with this section.

A. **Residential Users.** Each residential user shall pay as a user charge that amount calculated from the following formula:

UC equals (Vc X 4V) + CSC + R + II

Where:

UC equals User charge in dollars;

Vc equals Th[redacted] unit volume c[redacted]

V equals The total volume of wastewater discharged by the user measured in 1,000 gallons and determined from water meter data during the months of January, February, and March of each year;

CSC equals The certified customer service charge;

R equals The certified per unit replacement charge; and

II equals The certified per unit cost for infiltration and inflow.

In the event that sufficient water meter data is not available for any residential user, V shall equal the average volume of wastewater discharged by all residential users[redacted]

B. **All Other Users.** All users other than residential users shall pay as a user charge that amount *calculated from the following* formula:

UC equals (VcX V) + (BODc X BOD) + (SSc X SS) + CSC + R + II

Where:

UC equals User charge in dollars;

Vc equals The certified per unit volume charge;

[redacted]

wastewater discharged by the user, measured in 1000 gallons, during the year as determined from water meter data;

BODc equals The certified per unit BOD charge; as determined from charges established by Kansas City, Missouri;

BOD equals The number of pounds of BOD in excess of average domestic strength discharged by the user during the billing year;

SSc equals The certified per unit SS charge; as determined from charges established by Kansas City, Missouri;

SS equals The number of pounds of suspended solids in excess of average domestic strength discharged by the user during the billing year;

CSC equals The certified per customer service charge;

R equals The certified per unit replacement cost; and

II equals The certified per unit cost for infiltration and inflow.

In the event that a user subject to this section shall have a consumptive use of water or in some other manner uses water which is not returned to [redacted] the volume factor of the user charge may be determined by the user in a manner approved by the Director of Public Works of the City.

C. **Additional charges.** In addition to the amount calculated under Subsections A and B of this section, a user shall pay as an additional user charge any treatment cost determined by the City to have been incurred by the City as a result of any pollutant discharged by that user.

D. **Minimum Charge.** A minimum user charge to each user shall be equal to CSC + R + II, where CSC is the customer service charge, R is the per unit replacement cost and II is the per unit cost for infiltration and inflow.

E. **Unavailable Data.** In the event that sufficient data is unavailable to the City to accurately determine the volume usage of any user, then the user charge for such user shall equal:

(Vc X 4Va) + CSC + R + II

Where:

Vc equals the certified per unit volume charge;

Va equals the average volume of wastewater discharged by similar users, measured in 1000 gallons and determined from water meter data during the months of January, February, and March of each year;

CSC equals the certified customer service charge;

R equals the certified per unit replacement charge; and

II equals the certified per unit cost for infiltration and inflow.

12-102.5. **Section VI.** BILLING AND COLLECTION.

[redacted] The user charge provided for in this Ordinance shall be calculated and billed by the City Clerk, or its authorized designate, annually, and the Clerk shall cause a billing statement to be mailed to the user stating the total amount of the user charge to be paid and showing the figures used to calculate the user charge.

B. **Collection.** The user charge shall be paid to and collected by the City Clerk within thirty (30) days after receipt of the billing statement by the user. Any payment not received within [redacted] of the billing statement shall be deemed delinquent [redacted] shall take such action as is necessary to collect the delinquent charges.

C. **Late Payment Penalty.** A late payment penalty of ten percent (10%) of the user charge will be assessed for each ninety (90) days period for which the payment of a user charge is delinquent. The late payment penalty shall be assessed and billed on the next regular user charge billing.

12-102.6. **Section VII.** ADJUSTMENTS AND REVIEW.

Any user may apply to the Director of Public Works for a review and adjustment of the user charge assessed to the user. The Director of Public Works shall review the user charge assessed and shall provide the user an opportunity [redacted] data and documentation [redacted] the requested adju[redacted] Director finds tha[redacted] ment is justified, he shall issue a certificate to the City Clerk specifying the adjustment and reasons therefor. If the Director [redacted] justment [redacted] shall refuse any adjustment. [redacted] of the Director shall [redacted]

12-102.7. [redacted] **VIII.** USE OF PROCEED[redacted]

The City Clerk shall, upon receipt of any payment of user charges assessed under this Ordinance, deposit the [redacted] into an account designated as the Sewer Operation, Maintenance, and Replacement Account of the City. At least once annually, the City Council shall audit the account, to ensure that the amounts collected are sufficient to satisfy the operation and maintenance costs of the City [redacted] that [redacted] account to be [redacted] as a replacement fund. [redacted] proceeds of the account shall be used only for the purpose of paying the operation, maintenance and replacement costs of the City, including contract costs for treatment with Kansas City, Missouri. Any adjustments necessary to the account shall [redacted] Section IX. ENFORCEMENT AND PENALTY.

The City Council, after notice and opportunity for hearing as hereinafter provided, and upon a finding by the Council that a user charge levied by or under the provisions of this Ordinance is overdue and unpaid, may issue [redacted] thirty (30) days of receipt of the order by the user, or person in charge thereof, the user charge is paid in full, together with any penalties, or the user demonstrates sufficient cause why the property should not be disconnected.

Notice of the intent to issue [redacted] days prior to issuance of the order to the user, in writing, sent by certified mail to the address of the real property for which the user charge was [redacted] other known address [redacted] the user, and shall state [redacted]

A. The intent of [redacted] to issue an order directing [redacted] the property be disconnected [redacted] in full, together with [redacted] penalties or unless cause is shown by the user not to disconnect the property;

B. The date the Council intends to issue the order; and

C. That the user has the right to request within the twenty (20) days an opportunity to appear before the Council and be heard to show cause by such an order should not be issued.

Sewer system services shall be reconnected to the user upon payment by the user of all due and unpaid user charges, late charge penalties, and all costs for disconnection and reconnection to the City.

12-102.9. Section X. SEVERABILITY.

[redacted] event any section or part [redacted] this Ordinance shall be found to be unenforceable by a competent Court of jurisdiction, then the remaining provisions of this Ordinance shall remain valid and in full force and effect.

Section XI. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED this 19th day of July, 1982, the Council having deemed this to be an emergency matter.

APPROVED BY THE MAYOR this 20th day of July, 1982.

(s)KENT CRIPPIN,
MAYOR

[redacted]

City Clerk

APPROVED FOR FORM AND CONTENT: (s)Larry Winn III, City Attorney

(9561 1F)

ORDINANCE NO. 752

Repealed by Ord. #839
CODE OF 1984
Effective 12/21/84

AN ORDINANCE RELATING TO THE BOCA BASIC FIRE PREVENTION CODE, 1981 EDITION, AND REPEAL OF SECTION.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTION. Section 1. Section 7-208 of the Revised Ordinances, as adopted by Ordinance No. 733, is hereby repealed and the following enacted in lieu thereof:

7-208. Section 2. Subsection F-301.1 General is changed to read as follows: A person shall not kindle or maintain any open fire or authorize any such fire to be kindled or maintained on any premises without the permit required, except that a fire may be ignited in a container or device expressly for the purpose of cooking food, the fuel to be used shall be limited to charcoal briquets or fireplace logs no longer than twenty-four inches (24") in length or a natural gas or liquefied petroleum gas burning device that has received the American Gas Association approval. Open fires may be permitted only under the following conditions and subject to any air pollution laws adopted by the jurisdiction.

Subsection F-301.2 Permit Required is changed to read as follows: A person shall not kindle or maintain any open fire or authorize any such fire to be kindled or maintained on any premises without having obtained a permit from the fire official, or his authorized representative. Upon determination that such burning is necessary and can be accomplished without undue danger to property or welfare of the City and its citizens, the fire official, or his authorized representative, may grant a permit. Request for a permit must be made by the owner of the property, or representative thereof, on which the burning is to be accomplished. Said permit shall set forth the following information:

a. name, address, and telephone number of the permittee;
b. location and extent of permitted burning;
c. permitted hours of burning;
d. dates of beginning and end of burning, three days maximum;
e. amount of fee paid.

Subsection F-301.3 Permit Conditions is changed to read as follows: All outside fires for which a permit has been issued by the fire official shall be attended by and supervised by a responsible person or persons at all times. Such person or persons shall extinguish said fire one (1) hour before leaving the burning location, or shall bank the fire with earth so that the burning will be retarded or extinguished in such a manner that fire or sparks from the fire cannot spread to the surrounding area when the burning area is not under supervision as provided above. Fire will not be allowed to exist, for any reason, beyond the limit of the permit. If at any time the fire official, or his authorized representative, should determine, either by reason of change in conditions or weather and/or surrounding circumstances or by violation of any kind set forth herein

or attached to the permit, that such burning should cease, the permit may be immediately revoked by giving notice to the permittee or to the person supervising the fire.

Subsection F-301.4 Open Fire Material is changed to read as follows: Fuel for permitted fires must consist only of brush, shrubs, and trees accumulated during land clearing operations necessary for building construction on said land and shall not contain rubbish, garbage, trash, building materials, any material made of or coated with rubber, plastic, leather or petroleum based materials and shall not contain any flammable or combustible liquids. The allowable quantity of brush, shrubs and trees to be burned shall be determined by the fire official, or his authorized representative, and shall be based upon the fire safety requirements of the situation and the desirable duration of burn.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 7/6/82 Second Reading: 7/19/82

Passed by the Governing Body this 19th day of July, 1982.

Approved by the Mayor this 20th day of July, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 23rd day of, July 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 23rd day of July 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 40.86
Additional copies $ _____

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, July 23, 1982.

ORDINANCE NO. 752

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Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTION. Section 1. Section 7-208 of the Revised Ordinances, as adopted by Ordinance No. 733, is hereby repealed and the following enacted in lieu thereof:

7-208. Section 2. Subsection F-301.1 **General** is changed to read as follows: A person shall not kindle or maintain any open fire or authorize any such fire to be kindled or maintained on any premises without the permit required, except that a fire may be ignited in a container or device expressly for the purpose of cooking food, the fuel to be used shall be limited to charcoal briquets or fireplace logs no longer than twenty-four inches (24") in length or a natural gas or liquefied petroleum gas burning device that has received the American Gas Association approval. Open fires may be permitted only under the following conditions and subject to any air pollution laws adopted by the jurisdiction.

Subsection F-301.2 **Permit Required** is changed to read as follows: A person shall not kindle or maintain any open fire or authorize any such fire to be kindled or maintained on any premises without having obtained a permit from the fire official, or his authorized representative. Upon determination that such burning is necessary and can be accomplished without undue danger to property or welfare of the City and its citizens, the fire official, or his authorized representative, may grant a permit. Request for a permit must be made by the owner of the property, or representative thereof, on which the burning is to be accomplished. Said permit shall set forth the following information:

a. name, address, and telephone number of the permittee;

b. location and extent of permitted burning;

c. permitted hours of burning;

d. dates of beginning and end of burning, three days maximum;

e. amount of fee paid.

Subsection F-301.3 **Permit Conditions** is changed to read as follows: All outside fires for which a permit has been issued by the fire official shall be attended by and supervised by a responsible person or persons at all times. Such person or persons shall extinguish said fire one (1) hour before leaving the burning location, or shall bank the fire with earth so that the burning will be retarded or extinguished in such a manner that fire or sparks from the fire cannot spread to the surrounding area when the burning area is not under supervision as provided above. Fire will not be allowed to exist, for any reason, beyond the limit of the permit. If at any time the fire official, or his authorized representative, should determine, either by reason of change in conditions or weather and/or surrounding circumstances or by violation of any kind set forth therein or attached to the permit, that such burning should cease, the permit may be immediately revoked by giving notice to the permittee or to the person supervising the fire.

Subsection F-301.4 **Open Fire [illegible]** is changed to read as follows: [illegible] for permitted fires must consist only of brush, shrubs, and trees accumulated during land clearing operations necessary for building construction on said land and shall not contain rubbish, garbage, trash, building materials, any material made of or coated with rubber, plastic, leather or petroleum based materials and shall not contain any flammable or combustible liquids. The allowable quantity of brush, shrubs and trees to be burned shall be determined by the fire official, or his authorized representative, and shall be based upon the fire safety requirements of the situation and the desirable duration of burning.

TAKE EFFECT. Section [illegible] This ordinance shall take effect [illegible] from and after its publication in the official City newspaper.

First Reading: 7/6/82 Second Reading: 7/19/82

Passed by the Governing Body this 19th day of July, 1982.

Approved by the Mayor this 20th day of July, 1982.

(s)Kent E. Crippin
Mayor

(SEAL)

Attest:
(s)K. Oberlander
City Clerk

APPROVED FOR FORM AND CONTENT: (s)Larry Winn III, City Attorney

(9560 1F)

ORDINANCE NO. 751

AN ORDINANCE RELATING TO ACCEPTANCE OF DEEDS FOR PARK PURPOSES.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-122. Section 1. The Governing Body of the City of Leawood, Kansas, does hereby accept the following deeds, the land described therein to be used for park purposes:

Property Owner	Deed Number
Donald J. Hall, et al	1367097
Hallmark Farm Associates	1367098
Board of County Commissioners	1367368

19-123. Section 2. Copies of said deeds are attached to the original ordinance and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 7/6/82 Second Reading: 7/19/82

Passed by the Governing Body this 19th day of July, 1982.

Approved by the Mayor this 20th day of July, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

1367097

WARRANTY DEED

DONALD J. HALL, ADELE C. HALL (individually and as wife of Donald J. Hall), BARBARA HALL MARSHALL, ROBERT A. MARSHALL (individually and as husband of Barbara Hall Marshall), and ELIZABETH ANN REID, a single woman, GRANTORS, for the sum of ONE DOLLAR and other valuable considerations, CONVEY AND WARRANT TO the CITY OF LEAWOOD, KANSAS, GRANTEE, for use solely as a public park, all of the following described tracts of real estate in the County of Johnson and the State of Kansas, to-wit:

> All that part of the Northeast 1/4 of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Southeast corner of the Northeast 1/4 of said Section 10; thence North 2° 06' 10" West, along the East line of the Northeast 1/4 of said Section 10, a distance of 192.72 feet, to a point on the Southerly right-of-way line of Interstate Highway No. 435, as now established; thence South 65° 36' 47" West, along the Southerly right-of-way line of said Interstate Highway No. 435, a distance of 252.60 feet, to a point 2418.50 feet East of the Northerly prolongation of the West line of the Southeast 1/4 of said Section 10; thence South 1° 56' 43" East, along a line 2418.50 feet East of and parallel to the Northerly prolongation of the West line of the Southeast 1/4 of said Section 10, a distance of 96.81 feet, to a point on the South line of the Northeast 1/4 of said Section 10; thence North 87° 55' 34" East, along the South line of the Northeast 1/4 of said Section 10, a distance of 234 feet, to the point of beginning.

Except and subject to all easements, restrictions, reservations and covenants of record, if any.

Grantee, by accepting this conveyance, covenants and agrees that the above-described real estate shall be used solely for public park purposes, and that no other use shall be permitted without the written consent of Grantors, their heirs and assigns.

IN WITNESS WHEREOF, Donald J. Hall, Adele C. Hall, Barbara Hall Marshall, and Robert A. Marshall have hereunto subscribed their names, and Donald J. Hall by virtue of a Power of Attorney executed March 6, 1961, by Elizabeth Ann Reid, and recorded March 15, 1961, by the Register of Deeds for Johnson County, Kansas, in Misc. Book 118 at Page 20 as Document No. 618676, has hereunto subscribed his name as Attorney in Fact for said Elizabeth Ann Reid, this 3rd day of June, 1982.

Entered in Transfer Record
10 Day of June AD 1982
DONALD J. GORRY
Johnson County Clerk

Donald J. Hall

Adele C. Hall

Barbara Hall Marshall

Robert A. Marshall

Donald J. Hall, Attorney in Fact for Elizabeth Ann Reid

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1982 JUN 10 AM 10 53 .1

60

RUSSELL SCOTT
REGISTER OF DEEDS,
BY_____DEP.

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 3rd day of June, 1982, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came DONALD J. HALL and ADELE C. HALL, his wife, and BARBARA HALL MARSHALL and ROBERT A. MARSHALL, her husband, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same.

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

Joy Francis
Notary Public

JOY FRANCIS
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires Sept. 30, 1984

My Commission expires _____.

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 3rd day of June, 1982, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came DONALD J. HALL, Attorney in Fact for ELIZABETH ANN REID, a single woman, who is personally known to me to be the person who executed the foregoing instrument of writing as Attorney in Fact for said ELIZABETH ANN REID, and such person duly acknowledged the execution of the same as such Attorney in Fact as the act and deed of said ELIZABETH ANN REID.

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

Joy Francis
Notary Public

JOY FRANCIS
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires Sept. 30, 1984

My Commission expires _____.

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1367098

WARRANTY DEED

HALLMARK FARM ASSOCIATES, a Kansas general partnership, GRANTOR (by Donald J. Hall, Barbara Hall Marshall and Elizabeth Ann Reid, the only partners thereof), for the sum of ONE DOLLAR and other valuable considerations, CONVEYS AND WARRANTS TO the CITY OF LEAWOOD, KANSAS, GRANTEE, for use solely as a public park, all of the following described tract of real estate in the County of Johnson and the State of Kansas, to-wit:

> All that part of the Southeast 1/4 of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Northeast corner of the Southeast 1/4 of said Section 10; thence South 2° 00' 46" East, along the East line of the Southeast 1/4 of said Section 10, a distance of 50 feet; thence South 43° 42' 59" West, a distance of 327.25 feet, to a point 2418.50 feet East of the West line of the Southeast 1/4 of said Section 10; thence North 1° 56' 43" West, along a line 2418.50 feet East of and parallel to the West line of the Southeast 1/4 of said Section 10, a distance of 278.19 feet, to a point on the North line thereof; thence North 87° 55' 34" East, along the North line of the Southeast 1/4 of said Section 10, a distance of 234 feet to the point of beginning.

Except and subject to all easements, restrictions, reservations and covenants of record, if any.

Grantee, by accepting this conveyance, covenants and agrees that the above-described real estate shall be used solely for public park purposes, and that no other use shall be permitted without the written consent of Grantor, its successors and assigns.

IN WITNESS WHEREOF, Donald J. Hall and Barbara Hall Marshall have hereunto subscribed their names, and Donald J. Hall by virtue of a Power of Attorney executed March 6, 1961, by Elizabeth Ann Reid, and recorded March 15, 1961, by the Register of Deeds for Johnson County, Kansas, in Misc. Book 118 at Page 20 as Document No. 618676, has hereunto subscribed his name as Attorney in Fact for said Elizabeth Ann Reid, this 9th day of June, 1982.

Entered in Transfer Record
10 Day of June AD. 1982
DONALD J. CURRY
Johnson County Clerk

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1982 JUN 10 AM 10 53 .4
6.00
RUBIE M. SCOTT
REGISTER OF DEEDS
BY_____DEP.

HALLMARK FARM ASSOCIATES,
a Kansas general partnership

Donald J. Hall, Partner

Barbara Hall Marshall,
Partner

Donald J. Hall, Attorney
in Fact for Elizabeth Ann
Reid, Partner

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 3rd day of _____, 1982, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came DONALD J. HALL and BARBARA HALL MARSHALL, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same.

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

_____
Notary Public

JOY FRANCIS
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires Sept. 30, 1984

My Commission expires _____.

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 3rd day of _____, 1982, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came DONALD J. HALL, Attorney in Fact for ELIZABETH ANN REID, who is personally known to me to be the person who executed the foregoing instrument of writing as Attorney in Fact for said ELIZABETH ANN REID, and such person duly acknowledged the execution of the same as such Attorney in Fact as the act and deed of said ELIZABETH ANN REID.

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

_____
Notary Public

JOY FRANCIS
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires Sept. 30, 1984

My Commission expires _____.

1367368

Special Warranty Deed

This Indenture, *Made on the* 14th *day of* June *A. D.,*

One Thousand Nine Hundred EIGHTY-TWO *, by and between* THE BOARD OF COUNTY COMMISSIONERS AS THE GOVERNING BODY OF JOHNSON COUNTY WASTE WATER DISTRICTS,

of the County of Johnson *, State of* Kansas *, part* y *of the first part, and* THE CITY OF LEAWOOD, KANSAS, a Municipal Corporation

of the County of Johnson *, State of* Kansas *, part* y *of the second part,*

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of Ten Dollars ($10.00)---------- *DOLLARS, to* it *paid by the said part* y *of the second part (the receipt of which is hereby acknowledged) does by these presents, SELL and CONVEY unto the said party of the second part* its *heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of* Johnson *and State of* ~~Missouri~~ Kansas *to-wit: All*

See attached Exhibit A for full legal description.

Entered In Transfer Record
14 Day of June AD 19 82
DONALD J. CURRY
By Johnson County Clerk

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1982 JUN 14 AM 11 09 3
8.00
RUBIE A. SCOTT
REGISTER OF DEEDS
BY_____DEP.

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said part of the second part and unto its *heirs and assigns forever; the said* Party of the First Part *hereby covenanting that the said premises are free and clear from any incumbrance done or suffered by* it *; and that* it ~~he~~ *will warrant and defend the title to said premises unto the said part* y *of the second part and unto* said Party of the Second Part's assigns ~~heirs and assigns~~ *forever, against the lawful claims and demands of all persons claiming under* it *.*

IN WITNESS WHEREOF, The said part y *of the first part ha* s *hereunto set* its *hand and seal the day and year above written.*

THE BOARD OF COUNTY COMMISSIONERS AS THE GOVERNING BODY OF JOHNSON COUNTY WASTE WATER DISTRISTS (SEAL)

By Johnna Lingle (SEAL)
Chairman

(SEAL)

ATTEST:
Donald J. Curry, County Clerk
By Lidia Huntley, Deputy

CORPORATE ACKNOWLEDGEMENT

STATE OF KANSAS, JOHNSON COUNTY, ss.

BE IT REMEMBERED, That on this 14th day of June A.D. 1982

before me, the undersigned, a Notary Public in and for the County and State aforesaid

came JOHANNA LINGLE, Chairman of The Board of County Commissioners of Johnson County, Kansas, as the Governing Body of Johnson County Water Districts municipal a corporation duly organized, incorporated and existing under and by virtue of the laws of

Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

NANCIE RICHARDSON
NOTARY PUBLIC
STATE OF KANSAS
My Appointment Expires:
November 22, 1984

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal the day and year last above mentioned.

Nancie Richardson Notary Public.

(SEAL)

Term expires November 22, 1982

.....and ..... VOL 1765 PAGE 548

his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in ..... the day and year last above written.

My term expires ....., 19.....

.....
Notary Public in and for said County and State.

Warranty Deed

FROM

TO

Filed for record this ..... day of ....., A. D., 19 at ..... o'clock ..... minutes ..... M. Recorded in Book ..... at Page .....

Recorder.

By ..... Deputy.

Recorder's Fee, $ .....

Lyndus Henry
Sta Comm Mail

STATE OF .....
COUNTY OF ..... } ss.

IN THE RECORDER'S OFFICE

I, ..., Recorder of said County, do hereby certify that the within instrument of writing was, at ..... o'clock and ..... minutes ..... M., on the ..... day of ..... A. D., 19....., duly filed for record in my office, and is recorded in the records of this office, in book ....., at page .....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at ..... this ..... day of ..... A. D., 19.....

..... RECORDER

EXHIBIT A

All that part of the SW¼ of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the SW¼ of said Section 10; thence N 87° 50' 04" E, along the South line of the SW¼ of said Section 10, a distance of 1984.53 feet, to the true point of beginning of subject tract; thence N 2° 09' 56" W, along a line perpendicular to the South line of the SW¼ of said Section 10, a distance of 242 feet; thence N 86° 00' 56" W, a distance of 170 feet; thence N 75° 27' 56" W, a distance of 317 feet; thence S 87° 34' 04" W, a distance of 85 feet; thence S 80° 27' 01" W, a distance of 102.02 feet, to a point on the East line of the W½ of the W½ of said Section 10, and 337.80 feet North of the South line thereof; thence S 87° 50' 04" W, along a line 337.80 feet North of and parallel to the South line of the SW¼ of said Section 10, a distance of 260 feet, to a point 260 feet West of the East line of the W½ of the W½ of said Section 10; thence N 1° 55' 24" W, along a line 260 feet West of and parallel to the East line of the W½ of the W½ of said Section 10, a distance of 263.69 feet; thence S 46° 30' E, a distance of 171.58 feet; thence S 76° E, a distance of 685 feet; thence N 81° 30' E, a distance of 200 feet; thence N 41° 30' E, a distance of 340 feet; thence N 14° 30' E, a distance of 234 feet; thence N 33° E, a distance of 231 feet; thence N 29° 40' E, a distance of 115 feet; thence N 16° 40' E, a distance of 42 feet; thence N 32° 24' E, a distance of 114 feet; thence N 7° 50' E, a distance of 148 feet; thence N 1° 56' 43" W, a distance of 30 feet; thence N 88° 03' 17" E, a distance of 10.81 feet, to a point on the East line of the SW¼ of said Section 10; thence S 1° 56' 43" E, along the East line of the SW¼ of said Section 10, a distance of 422.87 feet; thence S 27° 27' 17" W, a distance of 309.30 feet; thence S 19° 49' 17" W, a distance of 160 feet; thence S 14° 31' 17" W, a distance of 160 feet; thence S 19° 03' 17" W, a distance of 150 feet; thence S 16° 35' 17" W, a distance of 256.53 feet measure (257.4 feet, more or less, deed), to a point on the South line of the SW¼ of said Section 10; thence S 87° 50' 04" W, along the South line of the SW¼ of said Section 10, a distance of 272.20 feet, to the true point of beginning of subject tract.

The above described tract contains 7.786 Gross Acres, more or less.

VOL 1765 PAGE 547

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 23rd day of, July 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 23rd day of July 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 15.42
Additional copies $ _____

MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, July 23, 1982.

ORDINANCE NO. 751

AN ORDINANCE RELATING TO ACCEPTANCE OF DEEDS FOR PARK PURPOSES.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-122. Section 1. The Governing Body of the City of Leawood, Kansas, does hereby accept the following deeds, the land described therein to be used for park purposes:

Property Owner	**Deed Number**
Donald J. Hall, et al	1367097
Hallmark Farm Associates	1367098
Board of County Commissioners	1367368

19-123. Section 2. Copies of said deeds are attached to the original ordinance and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the City newspaper.

First Reading: 7/6/82 Second Reading: 7/19/82

Passed by the Governing Body this 19th day of July, 1982.

Approved by the Mayor this 20th day of July, 1982.

(s)Kent E. Crippin
Mayor
(SEAL)
Attest: [redacted]
(s)J. Oberlander
City Clerk
APPROVED FOR FORM AND CONTENT: (s)Larry Winn III,
City Attorney
[redacted] (9559 JF)

ORDINANCE NO. 750

AN ORDINANCE RELATING TO ACCEPTANCE OF A DEED FOR STREET PURPOSES FROM RANCH MART, INC.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-544. Section 1. The Governing Body of the City of Leawood, Kansas, does hereby accept from Ranch Mart, Inc. a deed for land to be used for street purposes, the legal description of which is as follows;

> Beginning at a point 30.00 feet east and 40.00 feet north of the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 12 South, Range 25 East, in the City of Leawood, Johnson County, Kansas; thence North parallel to the west line of said Southwest 1/4 a distance of 20.00 feet to a point; thence Southeasterly a distance of 25.07 feet to a point said point being 45.00 feet east and 40.00 feet north of the Southwest corner of said Section 34; thence West parallel to the south line of said Southwest 1/4 a distance of 15.00 feet to the point of beginning, containing 150.00 square feet, more or less
>
> (northeast corner, 95th and Mission Road)

subject to easements and rights-of-way of record, if any.

19-545. INCORPORATION BY REFERENCE. Section 2. A copy of said deed is attached to the original ordinance and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 7/6/82 Second Reading: 7/19/82

Passed by the Governing Body this 19th day of July, 1982.

Approved by the Mayor this 20th day of July, 1982.

(S E A L)

Kent E. Crippin, Mayor

Attest:

J. Oberlander, City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

DEED OF DEDICATION 1369013

L MEN BY THESE PRESENTS, That this Deed, made and entered into this

3 day of June, 1982, by and between Ranch Mart, Inc.

of Johnson County, Sate of Kansas, Part y of the First Part

and the CITY OF LEAWOOD, Johnson County, State of Kansas, Party of the Second Part,

WITNESSETH:

That Part y of the First Part, In consideration of the sum of

One and no/100 ----------($1.00)---- Dollars

to it in hand paid by Party of the Second Part, receipt whereof is hereby acknowledged, by these presents do es GRANT, BARGAIN, SELL AND CONVEY unto the Party of the Second Part forever all its right, title and interest in and to the following described real estate lying and situate in the County of Johnson, State of Kansas, to wit:

Beginning at a point 30.00 feet east and 40.00 feet north of the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 12 South, Range 25 East, in the City of Leawood, Johnson County, Kansas; thence North parallel to the west line of said Southwest 1/4 a distance of 20.00 feet to a point; thence Southeasterly a distance of 25.07 feet to a point said point being 45.00 feet east and 40.00 feet north of the Southwest corner of said Section 34; thence West parallel to the south line of said Southwest 1/4 a distance of 15.00 feet to the point of beginning, containing 150.00 square feet, more or less.

Entered in Transfer Record
29 Day of June AD 19 82
DONALD J. CURRY
Johnson County Clerk

TO HAVE AND TO HOLD THE same together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining, forever. It is understood and agreed that the Party of the Second Part shall use said real estate in the construction, improvement, reconstruction and maintenance of a public right-of-way and should said right-of-way, any part thereof be vacated, the same shall revert to Part y of the First Part, its heirs, executors, administrators, succes ors, or assigns.

And the Part y of the First Part for its heirs, executors, administrators, successors and assigns, do oes hereby convenent, promise, and agree to and with said Party of the Second Part that at the delivery of these presents it is lawfully seized of the interest hereby conveyed in all and singular the above granted and described premises with the appurtenances thereto; that the same are free and clear of and from all and every incumbrance whatsoever, except

and that First Part y will forever warrant and defind the same unto the Party of the Second Part or its assigns forever, against all and any lawful claim of all and any persons whomsoever. Part y of the First part, for its heirs, executors, administrators, successors, or assigns, hereby waive and release to Second Party, any and all claims for damages or compensation, either now or in the future arising by reason of the use of said real estate for the purposes herein described. First part y hereby agree s that First Part y shall pay any special assessments or installments thereof, matured or unmatured, on said premises hereby granted, and that Second Party shall not be liable in any way for the payment thereof. First Part y further agrees that the proper Governing Body may release the premises hereby granted from any specia assessment and spread and attach such special assessment to the remainder of the property adjacent to the premises hereby granted and which are owned by First Party.

IN WITNESS WHEREOF, said Part y of the First Part ha s hereunto set its hand and seal the day and year first above written.

COUNTY OF JOHNSON } SS
FILED FOR RECORD

Ranch Mart, Inc. by Vic Regnier

1982 JUN 29 AM 9 44 2

6 00

1700 00

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 23rd day of, July 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 23rd day of July 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 18.85
Additional copies $ _____

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, July 23, 1982.

ORDINANCE NO. 750

AN ORDINANCE RELATING TO ACCEPTANCE OF A DEED FOR STREET PURPOSES FROM RANCH MART, INC.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-544. Section 1. The Governing Body of the City of Leawood, Kansas, does hereby accept from Ranch Mart, Inc. a deed for land to be used for street purposes, the legal description of which is as follows:

Beginning at a point 30.00 feet east and 40.00 feet north of the Southwest corner of the Southwest ¼ of the Southwest ¼ of Section 34, Township 12 South, Range 25 East, in the City of Leawood, Johnson County, Kansas; thence North parallel to the west line of said Southwest ¼ a distance of 20.00 feet to a point; thence Southeasterly a distance of 25.07 feet to a point said point being 45.00 feet east and 40.00 feet north of the Southwest corner of said Section 34; thence West parallel to the south line of said Southwest ¼ a distance of 15.00 feet to the point of beginning, containing 150.00 square feet, more or less.

(northeast corner, 95th and Mission Road)

Subject to easements and rights-of-way of record, if any.

19-545. INCORPORATION BY REFERENCE. Section 2. A copy of said deed is attached to the original ordinance and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 7/6/82 Second Reading: 7/19/82

Passed by the Governing Body this 19th day of July, 1982.

Approved by the Mayor this 20th day of July, 1982.

(s)Kent E. Crippin
Mayor

(SEAL)

[redacted]

City Clerk

APPROVED FOR FORM [redacted]

(9558 IF)

ORDINANCE NO. 749

AN ORDINANCE RELATING TO FENCE AND WALL REGULATIONS IN THE CITY OF LEAWOOD, KANSAS, AND REPEAL OF SECTION.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

Section 1.
REPEAL OF SECTION. Section 15-2203 of the Revised Ordinances, as adopted by the Zoning Ordinance of April 17, 1978, is hereby repealed and the following enacted in lieu thereof:

15-2203. FENCES AND WALLS. Section 2.

A. Intent The purpose of regulating fences and walls is:

1. To secure safety to life and welfare from hazards incident to man-made pools of all types.
2. To buffer uncomplimentary land uses and generally enhance the quality and appearance of a project site.
3. To ensure exterior privacy for residential developments.
4. To ensure that design, erection and construction of fences and walls do provide the proper structural strength, height, and surface drainage.

B. General Conditions and Plan Requirements

1. Permits shall be issued by the City and fences shall be subject to inspection in accordance with approved plans. Permits for swimming pools, wading pools, hot tubs, or similar man-made pool structures and fences for the same shall be coordinated and issued by the City at the same time.
2. Fences shall not be located closer to the street line than the front building line or the side building line in the case of a corner lot.
3. Solid wood fences shall be constructed allowing for posts, rails and other construction details to be located on the "inside" of the fence.
4. Fences shall be constructed to allow for surface drainage.
5. Fences built in combination with walls shall not exceed the required height restrictions. In addition, fences built on slopes shall comply with the required height measured along the line of the fence location.
6. Fences enclosing man-made pool structures shall have safety latches mounted 48" above the ground line, or at the top of 4-foot fences.
7. Walls constructed as retaining walls shall be designed and constructed to support lateral loads.

8. Fences constructed within easements may be removed to allow access for utilities. The property owner shall be responsible for the relocation of any fences removed.
9. Fences shall be located on or proximal to the property line or adjacent to patios and/or decks, except as set forth in Item 2 above and except at terminations at the dwelling structure.

C. Height and Location

1. Fences four (4) feet or less in height may be constructed without a fence permit with the exception of fences enclosing swimming pools, wading pools, hot tubs, or similar man-made pool structures, providing the above General Conditions and Plan Requirements are complied with.
2. Fences over four (4) feet in height shall not be constructed until a permit has been issued, and shall not be permitted except under the following conditions:

   a. Four to six-foot fences are required to enclose swimming pools, wading pools, hot tubs, or similar man-made pool structures, and must be installed strictly in accordance with the approved plan. A man-made pool structure shall be considered to be "enclosed" by a fence located either adjacent to the structure or on the property line or other location complimentary to the site, so long as such structure is circumscribed.
   b. Fences up to six (6) feet in height are permitted adjacent to patios and/or decks to provide privacy to such areas, and must be installed strictly in accordance with the approved plan.
   c. Fences up to six (6) feet in height may be required by the Plan Commission to provide screening and/or buffering of one property to another.
   d. Fences up to six (6) feet in height may be allowed by the Plan Commission, if designed as an integral part of a planned residential development to provide privacy.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 7/6/82 Second Reading: 7/19/82

Passed by the Governing Body this 19th day of July, 1982.

Approved by the Mayor this 20th day of July, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, *religious or fraternal publication.*

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 23rd day of, July 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 23rd day of July 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 42.08
Additional copies $ _____

MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
KANSAS
My Appointment Expires 3/15/84

STATE NOTARY PUBLIC
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, July 23, 1982.

ORDINANCE NO. 749

AN ORDINANCE RELATING TO FENCE AND WALL REGULATIONS IN THE CITY OF LEAWOOD, KANSAS, AND REPEAL OF SECTION.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTION. Section 1. Section 15-2203 of the Revised Ordinances, as adopted by the Zoning Ordinance of April 17, 1978, is hereby repealed and the following enacted in lieu thereof:

15-2203. FENCES AND WALLS. Section 2.

A. **Intent** The purpose of regulating fences and walls is:

1. To secure safety to life and welfare from hazards incident to man-made pools of all types.

2. To buffer uncomplimentary land uses and generally enhance the quality and appearance of a project site.

3. To ensure exterior privacy for residential developments.

4. To ensure that design, erection and construction of fences and walls do provide the proper structural strength, height, and surface drainage.

B. **General Conditions and Plan Requirements**

1. Permits shall be issued by the City and fences shall be subject to inspection in accordance with approved plans. Permits for swimming pools, wading pools, hot tubs, or similar man-made pool structures and fences for the same shall be coordinated and issued by the City at the **same time.**

2. Fences shall not be located closer to the street line than the front building line or the side building line in the case of a corner lot.

3. Solid wood fences shall be constructed allowing for posts, rails and other construction details to be located on the "inside" of the fence.

4. Fences shall be constructed to allow for surface drainage.

5. Fences built in combination with walls shall not exceed the required height restrictions. In addition, fences built on slopes shall comply with the required height measured along the line of the fence location.

6. Fences enclosing man-made pool structures shall have safety latches mounted 48" above the ground line, or at the top of 4-foot fences.

7. Walls constructed as retaining walls shall be designed and constructed to support lateral loads.

8. Fences constructed within easements may be removed to allow access for utilities. The property owner shall be responsible for the relocation of any fences removed.

9. Fences shall be located on or proximal to the property line or adjacent to patios and/or decks, except as set forth in Item 2 above and except at terminations at the dwelling structure.

C. **Height and Location**

1. Fences four (4) feet or less in height may be constructed without a fence permit with the exception of fences enclosing swimming pools, wading pools, hot tubs, or similar man-made pool structures, providing the above General Conditions and Plan Requirements are complied with.

2. Fences over four (4) feet in height shall not be constructed until a permit has been issued, and shall not be permitted except under the following conditions:

a. Four to six-foot fences are required to enclose swimming pools, wading pools, hot tubs, or similar man-made pool structures, and must be installed strictly in accordance with the approved plan. A man-made pool structure shall be considered to be "enclosed" by a fence located either adjacent to the structure or on the property line or other location complimentary to the site, so long as such structure is circumscribed.

b. Fences up to six (6) feet in height are permitted adjacent to patios and/or decks to provide privacy to such areas, and must be installed strictly in accordance with the approved plan.

premises of such person or in that portion of any public street, alley or other public property abutting such premises, shall fail, refuse or neglect to comply with the provisions of this section or upon receipt of notice to comply from the Johnson County Community Development Building Code Division,

(e) Where disposal facilities are abandoned consequent to connecting any premises with the public sewer, the permittee making the connection shall fill all abandoned facilities as required by the Administrative Authority within 30 days from the time of connecting to the public sewer.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 7/6/82 Second Reading: 7/19/82

Repealed by Ord. #839
CODE OF 1984
Effective 12/21/84

ORDINANCE NO. 748

AN ORDINANCE RELATING TO THE ONE AND TWO FAMILY DWELLING CODE, 1979 EDITION, AND REPEAL OF SECTION.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTION. Section 1. Section 5-115 of the Revised Ordinances, as adopted by Ordinance No. 727, is hereby repealed and the following enacted in lieu thereof:

5-115. Section 2. Sewage Disposal Systems. Sections P-2501 through P-2510 of Chapter 25 of the One and Two Family Dwelling Code/1979 are hereby deleted and the following enacted in lieu thereof:

P-2501 Sewage Disposal Systems. Private or individual sewage disposal systems installed within the City of Leawood, Kansas shall be installed in accordance with the latest adopted Johnson County Sanitary Code and Resolution 099-81, Private Sewage Disposal Systems, Appendix 1, of the 1976 Uniform Plumbing Code, as adopted by the Johnson County Commissioners on October 26, 1981.

Abandoned Sewers and Sewage Disposal Facilities. (a) Every abandoned building sewer, or part thereof, shall be plugged or capped in an approved manner within five (5) feet (1.5m) of the property line.

(b) Every cesspool, septic tank and seepage pit which has been abandoned or has been discontinued otherwise from further use or to which no waste or soil pipe from a plumbing fixture is connected, shall have the sewage removed therefrom and be completely filled with the earth, sand, gravel, concrete or other approved material.

(c) The top cover or arch over the cesspool, septic tank, or seepage pit shall be removed before filling and the filling shall not extend above the top of the vertical portions of the sidewalls or above the level of any outlet pipe until inspection has been called and the cesspool, septic tank or seepage pit has been inspected. After such inspection, the cesspool, septic tank or seepage pit shall be filled to the level of the top of the ground.

(d) No person owning or controlling any cesspool, septic tank, or seepage pit on the premises of such person or in that portion of any public street, alley or other public property abutting such premises, shall fail, refuse or neglect to comply with the provisions of this section or upon receipt of notice so to comply from the Johnson County Community Development Building Code Division.

(e) Where disposal facilities are abandoned consequent to connecting any premises with the public sewer, the permittee making the connection shall fill all abandoned facilities as required by the Administrative Authority within 30 days from the time of connecting to the public sewer.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 7/6/82 Second Reading: 7/19/82

Passed by the Governing Body this 19th day of July, 1982.

Approved by the Mayor this 20th day of July, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 23rd day of, July 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 23rd day of July 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 30.34
Additional copies $ _____

STATE OF KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The *Johnson County Sun, Friday,* July 23, 1982.

ORDINANCE NO. 748

AN ORDINANCE RELATING TO THE ONE AND TWO FAMILY DWELLING CODE, 1979 EDITION, AND REPEAL OF SECTION.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTION. Section 1. Section 5-115 of the Revised Ordinances, as adopted by Ordinance No. 727, is hereby repealed and the following enacted in lieu thereof:

5-115. Section 2. **Sewage Disposal Systems,** Sections P-2501 through P-2510 of Chapter 25 of the One and Two Family *Dwelling Code/1979 are hereby* deleted and the following enacted in lieu thereof:

P-2501 **Sewage Disposal Systems.** Private or individual sewage disposal systems installed within the City of Leawood, Kansas shall be installed in accordance with the latest adopted Johnson County Sanitary Code and Resolution 099-81, Private Sewage Disposal Systems, Appendix 1, of the 1976 Uniform Plumbing Code, as adopted by the Johnson County Commissioners on October 26, 1981.

Abandoned Sewers and Sewage Disposal Facilities, (a) Every abandoned building sewer, or part thereof, shall be plugged or capped in an approved manner within five (5) feet (1.5m) of the property line,

(b) Every cesspool, septic tank and seepage pit which has been abandoned or has been discontinued otherwise from further use or to which no waste or soil pipe from a plumbing fixture is connected, shall have the sewage removed therefrom and be completely filled with the earth, sand, gravel, concrete or other approved material.

(c) The top cover or arch over the cesspool, septic tank, or seepage pit shall be removed before filling and the filling shall not extend above the top of the vertical portions of the sidewalls or above the *level of any outlet pipe until* inspection has been called and the cesspool, septic tank or seepage pit has been inspected. After such inspection, the cesspool, septic tank or seepage pit shall be filled to the level of the top of the ground.

(d) No person owning or controlling any cesspool, septic tank, or seepage pit on the premises of such person or in that portion of any public street, alley or other public property abutting such premises, shall fail, refuse or neglect to comply with the provisions of this section or upon receipt of notice so to comply from the Johnson *County Community Development* Building Code Division,

(e) Where disposal facilities are abandoned consequent to connecting any premises with the public sewer, the permittee making the connection shall fill all abandoned facilities as required by the Administrative Authority within 30 days from the time of connecting to the public sewer.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 7/6/82 Second Reading: 7/19/82

Passed by the Governing Body *this 19th day of July, 1982.*

Approved by the Mayor this 20th day of July, 1982.

(S E A L)

(s) Kent E. Crippin,
Mayor

Attest:

City Oberlander,

APPROVED FOR FORM AND CONTENT: (s) Larry Winn III, City Attorney

(9554 1F)

Repealed by Ord. #839
CODE OF 1984
Effective 12/21/84

ORDINANCE NO. 747

AN ORDINANCE RELATING TO THE PROPERTY MAINTENANCE CODE, AND REPEAL OF SECTION.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTION. Section 1. Section PM-110.1 of Section 5-803 of Ordinance No. 692 is hereby repealed and the following enacted in lieu thereof:

5-803. Section 2. Section PM-110.1 Petition: Any person affected by any notice which has been issued in connection with the enforcement of any provisions of this code, or of any rule or regulation adopted pursuant thereto, may request and shall be granted a hearing on the matter before the board; provided that such person shall file, in the office of the board, a written petition requesting such hearing and containing a statement of the grounds therefor within 20 days after the day the notice was served.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 6/7/82 Second Reading: 6/21/82; 7/19/82

Passed by the Governing Body this 19th day of July, 1982.

Approved by the Mayor this 20th day of July, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 23rd day of, July 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 23rd day of July 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 14.20
Additional copies $ _____

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

[illegible] published in the [illegible] Johnson County Sun, Friday, July 23, 1982.

ORDINANCE NO. 747

AN ORDINANCE RELATING TO THE PROPERTY MAINTENANCE CODE, AND REPEAL OF SECTION.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTION. Section 1. Section PM-110.1 of Section 5-803 of Ordinance No. 692 is hereby repealed and the following enacted in lieu thereof:

5-803. Section 2. **Section PM-110.1 Petition:** Any person affected by any notice which has been issued in connection with the enforcement of any provisions of this code, or of any rule or regulation adopted pursuant thereto, may request and shall be granted a hearing on the matter before the board; provided that such person shall file, in the office of the board, a written petition requesting such hearing and containing a statement of the grounds therefor within 20 days after the day the notice was served.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 6/7/82 Second Reading: 6/21/82; 7/19/82

Passed by the Governing Body this 19th day of July, 1982.

Approved by the Mayor this 20th day of July, 1982.

(S E A L)

(s) Kent E. Crippin,
Mayor

Attest:

(s) J. Oberlander,
City Clerk

[illegible]

AND CONTENT: (s) Larry Winn III, City Attorney

(9553 IF)

ORDINANCE NO. 746

AN ORDINANCE AMENDING ORDINANCE NO. 738 OF THE CITY OF LEAWOOD, KANSAS, WITH RESPECT TO THE LEGAL DESCRIPTION OF CERTAIN REAL PROPERTY TO BE LEASED TO LEAWOOD FOUNTAIN PLAZA, A KANSAS LIMITED PARTNERSHIP; AND RATIFYING MODIFICATION OF THE SAID LEASE WITH RESPECT TO THE PROPERTY LEASED TO LEAWOOD FOUNTAIN PLAZA AND CERTAIN OTHER PROVISIONS.

WHEREAS, the City of Leawood, Kansas, a City of the second class (hereinafter referred to as the "City"), has heretofore pursuant to Ordinance No. 738 (the "Bond Ordinance"), issued its Industrial Revenue Bonds, Series of April 1, 1982 (The Leawood Fountain Plaza Project), in the principal amount of $7,280,000 (herein called the "Bonds"), the proceeds of which have been and are to be applied to pay the costs of acquiring certain real property and constructing a building on said real property and equipping the same (the "Facility"); and

WHEREAS, in connection with the issuance of the aforedescribed Bonds, the City did authorize execution and delivery of a certain Lease Agreement, dated as of April 1, 1982, with Leawood Fountain Plaza, a Kansas limited partnership (the "Company"), which Lease provides that the Company will lease the Facility from the City for a term of one (1) year and eleven (11) months commencing on April 1, 1982 and ending at midnight on February 29, 1984, and providing for the payment of lease payments thereunder in an amount to sufficient to pay the principal of and interest on the aforedescribed Bonds; and

WHEREAS, since the adoption of the Bond Ordinance the property to be leased to the Company under the terms of the Lease has been platted and, consequently, the legal description of the real property has been modified and the Bond Ordinance and the Lease should be modified to reflect such modifications; and

WHEREAS, the Governing Body desires to ratify the issuance of the Bonds as of June 15, 1982, and the modification of the Lease with respect to the legal description as aforesaid and as to certain other provisions.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS, AS FOLLOWS:

21-101 Sec. no. changed by '84 Code

~~29-101~~. Section One. That Section 1 of Ordinance No. 738 of the City of Leawood, Kansas is hereby amended by deleting said Section 1 thereof in its entirety and substituting in lieu thereof the following:

"Section 1. Authority to acquire property and to construct and install Facility. That the City of Leawood, Kansas is hereby authorized to acquire the real property described on Schedule I attached hereto, subject to a certain Option Agreement, dated December 11, 1981, as amended (the "Option Agreement"), between the Company and the Prospect Company, a Delaware corporation, and to construct buildings on the real property described in Schedule II and to equip the same, all for industrial development purposes, (said real property described on Schedule II, the buildings and equipment and other improvements relating to said real property now existing or hereafter constructed or acquired with the proceeds of the sale of the Bonds described below, or as a replacement of the foregoing, being sometimes herein described as the "Facility", all in accordance with the terms and provisions of the Lease, dated as of April 1, 1982, between the City and Leawood Fountain Plaza, herein sometimes referred to as the "Lease"), said Lease being authorized by the provisions of this Ordinance, all in an amount which will not exceed the cost of $7,280,000 to the City. Leawood Fountain Plaza intends to sublease the Facility to various tenants, which subleasing is hereafter approved by the provisions of this Ordinance."

21-108.1 Sec. no. changed by '84 Code
~~29-108.1.~~ Section Two. That the sale of the Bonds to the First National Bank and Trust Company of Oklahoma City, in the City of Oklahoma City, Oklahoma, on June 15, 1982 is hereby ratified, approved and confirmed.

21-119 Sec. no. changed by '84 Code
~~29-119.~~ Section Three. That Section 19 of Ordinance No. 738 of the City shall be deleted in its entirety, and there shall be substituted in lieu thereof the following:

"Section 19. Authorization of the Lease. That the real estate described on Schedule II hereto and the improvements located thereon and to be constructed thereon and the equipment located thereon and the equipment to be acquired, installed and constructed thereon pursuant to this Ordinance and the Lease shall be leased to Leawood Fountain Plaza, under and pursuant to a Lease dated as of April 1, 1982, substantially in the form attached to this Ordinance as Exhibit A. The execution and the delivery of the said Lease by the Mayor and City Clerk are hereby ratified, approved and confirmed as the act and deed of the City, and the City hereby specifically ratifies, approves and confirms, in addition to the substitution of the legal description appearing on Schedule I of said Lease for the legal description appearing at Schedule I of the Lease as authorized and approved by the City pursuant to Ordinance No. 738 of the City, and the modification of Section 3.1 of said Lease to provide as follows:

3.1 Sale of Bonds. Landlord shall on or before July 1, 1982, issue and sell its Industrial Revenue Bonds, Series of April 1, 1982 (The Leawood Fountain Plaza Project), in the total principal amount of $7,280,000, at a price of $7,280,000. In the event Landlord is unable after using its best efforts to issue and sell its bonds in the total amount of $7,280,000 on or before July 1, 1982, this Lease shall, at the close of business on July 1, 1982, be and become null and void ab initio without liability or obligation on the part of either party"."

Section Four. Effective Date. This Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

PASSED by the Governing Body of the City of Leawood, Kansas this 21st day of June, 1982, the Council having deemed this to be an emergency matter.

APPROVED by the Mayor this 22nd day of June, 1982.

(SEAL)

ATTEST:

City Clerk
J. Oberlander

Mayor
Kent E. Crippin

APPROVED FOR FORM AND CONTENT:

By: _____
City Attorney
Larry Winn III

SCHEDULE I

All that part of the NW 1/4 of Section 16, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Northeast corner of the NW 1/4 of said Section 16; thence S 87° 37' 49" W, along the North line of the NW 1/4 of said Section 16, a distance of 2005.20 feet, to the true point of beginning of subject tract; thence continuing S 87° 37' 49" W, along the North line of the NW 1/4 of said Section 16, a distance of 648.32 feet, to the Northwest corner thereof; thence S 1° 41' 29" E, along the West line of the NW 1/4 of said Section 16, a distance of 845.99 feet; thence N 88° 18' 31" E, a distance of 55 feet, to a point of curvature; thence Easterly and Southeasterly, along a curve to the right, having a radius of 1250 feet, and a central angle of 4° 33', a distance of 99.27 feet, to a point of compound curvature; thence Southeasterly, along a curve to the right, having a radius of 495 feet, a central angle of 11° 16' 38", and whose initial tangent bearing is S 87° 08' 29" E, a distance of 97.43 feet; thence N 11° 42' 44" E, a distance of 44.33 feet, to a point on the Northerly right-of-way line of 112th Street, as now established; thence Southeasterly, along the Northerly right-of-way line of said 112th Street, said line being on a curve to the right, having a radius of 350 feet, a central angle of 3° 16' 03", and whose initial tangent bearing is S 69° 53' E, a distance of 19.96 feet, to a point on the Westerly right-of-way line of Ash, as now established; thence N 19° 43' 33" E, along the Westerly right-of-way line of said Ash, a distance of 109.67 feet, to a point of curvature; thence Northeasterly, along the Westerly right-of-way line of said Ash, said line being on a curve to the right, having a radius of 585 feet, and a central angle of 17° 53' 54", a distance of 182.74 feet, to a point of tangency; thence N 37° 37' 27" E, along the Westerly right-of-way line of said Ash, a distance of 256.07 feet, to a point of curvature; thence Northeasterly, along the Westerly right-of-way line of said Ash, said line being on a curve to the left, having a radius of 353.99 feet, and a central angle of 24° 49' 23", a distance of 153.36 feet, to a point of compound curvature; thence Northeasterly and Northerly, along the Westerly right-of-way line of said Ash, said line being on a curve to the left, having a radius of 561 feet, a central angle of 15° 10' 15", and whose initial tangent bearing is N 12° 48' 04" E, a distance of 148.54 feet, to a point of tangency; thence N 2° 22' 11" W, along the Westerly right-of-way line of said Ash, a distance of 34.77 feet; thence N 47° 22' 11" W, along the Westerly right-of-way line of said Ash, a distance of 14.14 feet; thence N 2° 22' 11" W, a distance of 55 feet, to the true point of beginning of subject tract, subject to that part thereof dedicated for street purposes.

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 25th day of, June 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 25th day of June 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 79.61
Additional copies $ _____

STATE NOTARY PUBLIC
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, June 25, 1982.

ORDINANCE NO. 746

AN ORDINANCE AMENDING ORDINANCE NO. 738 OF THE CITY OF LEAWOOD, KANSAS, WITH RESPECT TO THE LEGAL DESCRIPTION OF CERTAIN REAL PROPERTY TO BE LEASED TO LEAWOOD FOUNTAIN PLAZA, A KANSAS LIMITED PARTNERSHIP; AND RATIFYING MODIFICATION OF THE SAID LEASE WITH RESPECT TO THE PROPERTY LEASED TO LEAWOOD FOUNTAIN PLAZA AND CERTAIN OTHER PROVISIONS.

WHEREAS, the City of Leawood, Kansas, a City of the second class (hereinafter referred to as the "City"), has heretofore pursuant to Ordinance No. 738 (the "Bond Ordinance"), issued its Industrial Revenue Bonds, Series of April 1, 1982 (The Leawood Fountain Plaza Project), in the principal amount of $7,280,000 (herein called the "Bonds"), the proceeds of which have been and are to be applied to pay the costs of acquiring certain real property and constructing a building on said real property and equipping the same (the "Facility"); and

WHEREAS, in connection with the issuance of the aforedescribed Bonds, the City did authorize execution and delivery of a certain Lease Agreement, dated as of April 1, 1982, with Leawood Fountain Plaza, a Kansas limited partnership (the "Company"), which Lease provides that the Company will lease the Facility from the City for a term of one (1) year and eleven (11) months commencing on April 1, 1982 and ending at midnight on February 29, 1984, and providing for the payment of lease payments thereunder in an amount to sufficient to pay the principal of and interest on the aforedescribed Bonds; and

WHEREAS, since the adoption of the Bond Ordinance the property to be leased to the Company under the terms of the Lease has been platted and, consequently, the legal description of the real property has been modified and the Bond Ordinance and the Lease should be modified to reflect such modifications; and

WHEREAS, the Governing Body desires to ratify the issuance of the Bonds as of June 15, 1982, and the modification of the Lease with respect to the legal description as aforesaid and as to certain other provisions.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS, AS FOLLOWS:

29-101. **Section One.** That Section 1 of Ordinance No. 738 of the City of Leawood, Kansas is hereby amended by deleting said Section 1 thereof in its entirety and substituting in lieu thereof the following:

"Section 1. **Authority to acquire property and to construct and install Facility.** That the City of Leawood, Kansas is hereby authorized to acquire the real property described on Schedule I attached hereto, subject to a certain Option Agreement, dated December 11, 1981, as amended (the "Option Agreement"), between the Company and the Prospect Company, a Delaware corporation, and to construct buildings on the real property described in Schedule II and to equip the same, all for industrial development purposes, (said real property described on Schedule II, the buildings and equipment and other improvements relating to said real property now existing or hereafter constructed or acquired with the proceeds of the sale of the Bonds described below, or as a replacement of the foregoing, being sometimes herein described as the "Facility", all in accordance with the terms and provisions of the Lease, dated as of April 1, 1982, between the City and Leawood Fountain Plaza, herein sometimes referred to as the "Lease"), said Lease being authorized by the provisions of this Ordinance, all in an amount which will not exceed the cost of $7,280,000 to the City. Leawood Fountain Plaza intends to sublease the Facility to various tenants, which subleasing is hereafter approved by the provisions of this Ordinance."

29-108.1. **Section Two.** That the sale of the Bonds to the First National Bank and Trust Company of Oklahoma City, in the City of Oklahoma City, Oklahoma, on June 15, 1982, is hereby ratified, approved and confirmed.

29-119. **Section Three.** That Section 19 of Ordinance No. 738 of the City shall be deleted in its entirety, and there shall be substituted in lieu thereof the following:

"Section 19. **Authorization of the Lease.** That the real estate described on Schedule II hereto and the improvements located thereon and to be constructed thereon and the equipment located thereon and the equipment to be acquired, installed and constructed thereon pursuant to this Ordinance and the Lease shall be leased to Leawood Fountain Plaza, under and pursuant to a Lease dated as of April 1, 1982, substantially in the form attached to this Ordinance as Exhibit A. The execution and the delivery of the said Lease by the Mayor and City Clerk are hereby ratified, approved and confirmed as the act and deed of the City, and the City hereby specifically ratifies, approves and confirms, in addition to the substitution of the legal description appearing on Schedule I of said Lease for the legal description appearing at Schedule I of the Lease as authorized and approved by the City pursuant to Ordinance No. 738 of the City, and the modification of Section 3.1 of said Lease to provide as follows:

3.1 **Sale of Bonds.** Landlord shall on or before July 1, 1982, issue and sell its Industrial Revenue Bonds, Series of April 1, 1982 (The Leawood Fountain Plaza Project), in the total principal amount of $7,280,000, at a price of $7,280,000. In the event Landlord is unable after using its best efforts to issue and sell its bonds in the total amount of $7,280,000 on or before July 1, 1982, this Lease shall, at the close of business on July 1, 1982, be and become null and void ab initio without liability or obligation on the part of either party"."

Section Four. Effective Date. This Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

PASSED by the Governing Body of the City of Leawood, Kansas this 21st day of June, 1982, the Council having deemed this to be an emergency matter.

APPROVED by the Mayor this 22nd day of June, 1982.

(SEAL)
(s)Kent E. Crippin
Mayor
ATTEST:
(s)J. Oberlander
City Clerk
APPROVED FOR FORM AND CONTENT:
(s)Larry Winn III
City Attorney

SCHEDULE I

All that part of the NW ¼ of Section 16, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Northeast corner of the NW ¼ of said Section 16; thence S 87° 37' 49" W, along the North line of the NW ¼ of said Section 16, a distance of 2005.20 feet, to the true point of beginning of subject tract; thence continuing S 87° 37' 49" W, along the North line of the NW ¼ of said Section 16, a distance of 648.32 feet, to the Northwest corner thereof; thence S 1° 41' 29" E, along the West line of the NW ¼ of said Section 16, a distance of 845.99 feet; thence N 88° 18' 31" E, a distance of 55 feet, to a point of curvature; thence Easterly and Southeasterly, along a curve to the right, having a radius of 125 feet, and a central angle of [illegible] 33', a distance of 99.27 feet, to a point of compound curvature; thence Southeasterly, along a curve to the right, having a radius of 495 feet, a central angle of 11° 16' 38", and whose initial tangent bearing is S 87° 08' 29" E, a distance of 97.43 feet; thence N 11° 42' 44" E, a distance of 44.33 feet, to a point on the Northerly right-of-way line of 112th Street, as now established; thence Southeasterly, along the Northerly right-of-way line of said 112th Street, said line being on a curve to the right, having a radius of 350 feet, a central angle of 3° 16' 03", and whose initial tangent bearing is S 69° 53' E, a distance of 19.96 feet, to a point on the Westerly right-of-way line of Ash, as now established; thence N 16° 43' 33" [illegible] the Westerly right-of-way line of said Ash, a distance of 109.67 feet, to a point of curvature; thence Northeasterly, along the Westerly right-of-way line of said Ash, said line being on a curve to the right, having a radius of 585 feet, and a central angle of 17° 53' 54", a distance of 182.74 feet, to a point of tangency; thence N 37° 37' 27" E, along the Westerly right-of-way line of said Ash, a distance of 256.07 feet, to a point of curvature; thence Northeasterly, along the Westerly right-of-way line of said Ash, said line being on a curve to the left, having a radius of 353.99 feet, and a central angle of 24° 49' 23", a distance of 153.36 feet, to a point of compound curvature; thence Northeasterly and Northerly, along the Westerly right-of-way line of said Ash, said line being on a curve to the left, having a radius of 561 feet, a central angle of 15° 10' 15", and whose initial tangent bearing is N 12° 48' 04" E, a distance of 148.54 feet, to a point of tangency; thence N 2° 22' 11" W, along the Westerly right-of-way line of said Ash, a distance of 34.77 feet; thence N 47° 22' 11" W, along the Westerly [illegible] of [illegible] 14.14 feet; thence N 2° 22' 11" W, a distance of 55 feet, to the true point of beginning of subject tract; subject to that part [illegible]

SCHEDULE II

All of Lot 1, LEAWOOD COUNTRY MANOR, [illegible] subdivision in the City of Leawood, Johnson County, Kansas.

(9081 1F)

ORDINANCE NO. 745

AN ORDINANCE RELATING TO ZONING OF CERTAIN PROPERTY IN THE CITY OF LEAWOOD, KANSAS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

18-1402 Sec. no. changed by '84 Code

~~16-~~1402. Section 1. The following described real property is hereby designated as being zoned RP-1, Planned Single Family Residential District, in accordance with the terms of the Zoning Ordinance as adopted April 17, 1978, this property having been previously zoned Agricultural:

All that part of the N 1/2 of the SW Frac. 1/4 of Section 23, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Northeast corner of the SW Frac. 1/4 of said Section 23; thence N 89° 14' 26" W, along the North line of the SW Frac. 1/4 of said Section 23, a distance of 529.87 feet; thence S 0° 45' 34" W, along a line perpendicular to the North line of the SW Frac. 1/4 of said Section 23, a distance of 100.82 feet, to a point of curvature; thence Southerly and Southwesterly, along a curve to the right, having a radius of 375 feet and a central angle of 47° 02' 37", a distance of 307.90 feet, to a point of compound curvature; thence Southwesterly, along a curve to the right, having a radius of 625 feet, a central angle of 30° 25' 48" and whose initial tangent bearing is S 47° 48' 11" W, a distance of 331.94 feet; thence S 11° 46' 01" E, a distance of 195 feet; thence S 43° 41' 30" W, a distance of 249.02 feet; thence S 43° 01' 32" E, a distance of 73.52 feet; thence S 28° 48' 04" E, a distance of 135.21 feet; thence S 18° 14' 33" E, a distance of 134.57 feet; thence S 3° 35' 57" E, a distance of 129.37 feet, to a point on the South line of the N 1/2 of the SW Frac. 1/4 of said Section 23; thence S 89° 31' 58" E, along the South line of the N 1/2 of the SW Frac. 1/4 of said Section 23, a distance of 650.83 feet, to a point 258 feet West of the Southeast corner thereof, as measured along said South line; thence N 13° 26' 40" E, a distance of 541 feet; thence S 64° 41' 09" E, a distance of 148 feet, to a point on the East line of the N 1/2 of the SW Frac. 1/4 of said Section 23 and 465 feet North of the Southeast corner thereof as measured along said East line; thence N 0° 11' 40" E, along the East line of the SW Frac. 1/4 of said Section 23, a distance of 858.01 feet, to the point of beginning

and

ORDINANCE NO. 745
re Zoning from A to RP-1; southwest corner of 123rd St. and State Line Rd.

All that part of the SW Frac 1/4 of Section 23, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line of the SW Frac. 1/4 of said Section 23 and 1049.87 feet West of the Northeast corner thereof, as measured along said North line; thence S 89° 14' 26" E, along the North line of the SW Frac. 1/4 of said Section 23, a distance of 520 feet; thence S 0° 45' 34" W, along a line perpendicular to the North line of the SW Frac. 1/4 of said Section 23, a distance of 100.82 feet, to a point of curvature; thence Southerly and Southwesterly, along a curve to the right, having a radius of 375 feet and a central angle of 47° 02' 37", a distance of 307.90 feet, to a point of compound curvature; thence Southwesterly, along a curve to the right, having a radius of 625 feet, a central angle of 31° 51' 49" and whose initial tangent bearing is S 47° 48' 11" W, a distance of 347.58 feet; thence N 10° 20' W, a distance of 25 feet; thence N 23° 57' 31" W, a distance of 215.42 feet; thence N 0° 45' 34" E, a distance of 310.96 feet, to the point of beginning.

(28 acres; SW corner of 123rd Street and State Line Road; Foxborough)

TAKE EFFECT. Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 5/17/82 Second Reading: 6/7/82

Passed by the Governing Body this 7th day of June, 1982.

Approved by the Mayor this 8th day of June, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Wim III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 16th day of, June 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 16th day of June 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 33.95
Additional copies $

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Wednesday, June 16, 1982.

ORDINANCE NO. 745

AN ORDINANCE RELATING TO ZONING OF CERTAIN PROPERTY IN THE CITY OF LEAWOOD, KANSAS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

16-1402. Section 1. The following described real property is hereby designated as being zoned RP-1, Planned Single Family Residential District, in accordance with the terms of the Zoning Ordinance as adopted April 17, 1978, this property having been previously zoned Agricultural:

All that part of the N ½ of the SW Frac. ¼ of Section 23, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Northeast corner of the SW Frac. ¼ of said Section 23; thence N 89° 14' 26'' W, along the North line of the SW Frac. ¼ of said Section 23, a distance of 529.87 feet; thence S 0° 45' 34'' W, along a line perpendicular to the North line of the SW Frac. ¼ of said Section 23, a distance of 100.82 feet, to a point of curvature; thence Southerly and Southwesterly, along a curve to the right, having a radius of 375 feet and a central angle of 47° 02' 37'', a distance of 307.90 feet, to a point of compound curvature; thence Southwesterly, along a curve to the right, having a radius of 625 feet, a central angle of 30° 25' 48'' and whose initial tangent bearing is S 47° 48' 11'' W, a distance of 331.94 feet; thence S 11° 46' 01'' E, a distance of 195 feet; thence S 43° 41' 30'' W, a distance of 249.02 feet; thence S 43° 01' 32'' E, a distance of 73.52 feet; thence S 28° 48' 04'' E, a distance of 135.21 feet; [redacted] E, a distance of 134.57 feet; thence S 3° 35' 57'' E, a distance of 129.37 feet, to a point on the South li[redacted] ½ of the SW Frac. [redacted] Section 23; thence S [redacted] 31' 36'' E, along the South line of the N ½ of the SW Frac. ¼ of said Section 23, a distance of 450.83 feet, to a point 258 feet West of the Southeast corner thereof, as measured along said South line; thence N 13° 26' 40'' E, a distance of 541 feet; thence S 64° 41' 09'' E, a distance of 148 feet, to a point on the East line of the N ½ of the SW Frac. ¼ of said Section 23 and 465 feet North of the Southeast corner thereof as measured along said East line; thence N 0° 11' 40'' E, along the East line of the SW Frac. ¼ of said Section 23, a distance of 858.01 feet, to the point of beginning.

and

All that part of the SW Frac. ¼ of Section 23, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line of the SW Frac. ¼ of said Section 23 and 1049.87 feet West of the Northeast corner thereof, as measured along said North line; thence S 89° 14' 26'' E, along the North line of the SW Frac. ¼ of said Section 23, a distance of 520 feet; thence S 0° 45' 34'' W, along a line perpendicular to the North line of the SW Frac. ¼ of said Section 23, a distance of 100.82 feet, to a point of curvature; thence Southerly and Southwesterly, along a curve to the right, having a radius of 375 feet and a central angle of 47° 02' 37'', a distance of 307.90 feet, to a point of compound curvature; thence Southwesterly, along a curve to the right, having a radius of 625 feet, a central angle of 31° 51' 49'' and whose initial tangent bearing is S 47° 48' 11'' W, a distance of 347.58 feet; thence N 10° 20' W, a distance of 25 feet; thence N 23° 57' 31'' W, a distance of 215.42 feet; thence N 0° 45' 34'' E, a distance of 310.96 feet, to the point of beginning.

(28 acres; SW corner of 123rd Street and State Line Road; Foxborough)

TAKE EFFECT. Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 5/17/82 Second Reading: 6/7/82

Passed by the Governing Body this 7th day of June, 1982.

Approved by the Mayor this 8th day of June, 1982.

(s)Kent E. Crippin
Mayor

(SEAL)

[redacted]
(s)J. Oberlander
City Clerk

APPROVED FOR FORM AND CONTENT: (s)Larry Winn III, City Attorney

(3980 1W)

ORDINANCE NO. 744

AN ORDINANCE RELATING TO ZONING; AGRICULTURAL DISTRICT/HEIGHT AND AREA REGULATIONS; CREATION OF ESTATE DWELLING, SUBURBAN DWELLING, AND SPECIAL DEVELOPMENT DISTRICTS; AND REPEAL OF SECTION.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

Section 1.
REPEAL OF SECTION./ Section 15-502 of the Revised Ordinances, as adopted by the Zoning Ordinance of the City of Leawood, Kansas, April 17, 1978, is hereby repealed and the following enacted in lieu thereof:

AGRICULTURE DISTRICT (A);
15-502./ HEIGHT AND AREA REGULATIONS. Section 2. In District A the height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per family permitted on any lot, shall be as follows: (For exceptions see Article 23,Additional Height and Area Regulations.)

A. Height. Buildings or structures shall not exceed thirty-five feet, or two and one-half stories in height.
B. Yards. No building or structure shall be located closer than fifty feet to a property line.
C. Width of Lot. The minimum width of the lot shall be two hundred fifty feet provided that where a lot has less width than herein required in separate ownership at the time of the passage of this ordinance this regulation shall not prohibit the erection of a one-family dwelling.
D. Lot Area Per Family. Every dwelling hereafter erected, constructed, reconstructed, moved or altered, shall provide a lot area of not less than five (5) acres per family, provided that where a lot has less area than herein required in separate ownership at the time of the adoption of this ordinance, this regulation shall not prohibit the erection of a one-family dwelling.

ESTATE DWELLING DISTRICT (AR-1);
15-5A01. /PERMITTED USES. Section 3. In District AR-1, no building, structure, land or premises shall be used, and no building or structure shall be hereafter erected, constructed, or moved, except for one or more of the following uses:

A. Any use permitted in District A.
B. Single family houses including subdivisions.
C. Customary accessory uses, as provided in Article 20.

15-5A02. HEIGHT AND AREA REGULATIONS. Section 4. In District AR-1, the height of buildings and structures, the minimum dimensions of lots and yards, and the minimum lot area per family shall be as follows: (For exceptions see Article 23, Additional Height and Area Regulations.)

A. Height. Buildings and structures shall not exceed two and one-half (2-1/2) stories nor shall they exceed thirty-five (35) feet in height.

B. Front Yards. Any building hereafter constructed shall provide a front yard the minimum depth of which shall be one hundred (100) feet.

C. Side Yards. There shall be a side yard on each side of the lot of not less than twenty-five (25) feet for buildings and forty (40) feet wherein there shall be no septic tank laterals.

D. Rear Yards. The depth of the rear yard shall be not less than one hundred (100) feet, provided detached accessory buildings may be located not closer than ten (10) feet to the rear lot line.

E. Width of Lot. The minimum width of the lot shall be two hundred fifty (250) feet provided that where a lot has less width than herein required in separate ownership at the time of the passage of this ordinance this regulation shall not prohibit the erection of a one-family dwelling. In planned districts, lots may have a lesser width provided compensating open space is provided elsewhere on the project.

F. Lot Area Per Family. Every dwelling hereafter erected or moved shall provide a lot area of not less than five (5) acres per family, provided that where a lot in this district had less than five (5) acres in area and was in separate ownership at the time of adoption of this amendment, this regulation shall not prohibit the erection of a single family dwelling. Dwellings may be clustered under a Planned AR-1 zoning process, however, not more than two-thirds of the permitted units may be placed on not less than one-third of the land involved in the project.

G. Parking Regulations. No single family residence shall be constructed that does not provide space for fully covered and fully enclosed parking for two standard passenger vehicles in an area designated as a garage, attached or integral to the residence and compatible with said residence in construction, materials and color; nor shall any existing single family residence be altered in such a way as to incorporate existing garage space into living area unless said alteration shall provide an equivalent area of fully covered, fully enclosed parking in the form of a garage attached to or integral with said residence and compatible in construction, materials and color. (For additional parking regulations see Article 24, Additional Parking Regulations.)

H. Sewage Disposal. Septic tank with aeration system and lateral field or a public sewer system.

15-5B01. SUBURBAN DWELLING DISTRICT (AR-2); PERMITTED USES. Section 5. In District AR-2, no building, structure, land or premises shall be used, and no building or structure shall be hereafter erected, constructed, or moved except for one or more of the following uses:

A. Dwellings, one family.
B. Churches and publicly owned and operated community buildings, public museums, public libraries.
C. Public parks and playgrounds, including public recreation or service buildings and swimming pools within such parks, public administrative buildings, police and fire stations.
D. Public schools, elementary and high, and private schools with curriculum equivalent to that of a public elementary or high school and institutions of higher learning, including stadiums and dormitories in conjunction, if located on the campus.
E. Golf courses and clubhouses appurtenant thereto (except miniature golf courses, driving ranges and other similar activities operated as a business), provided no clubhouse, swimming pool, or parking area shall be closer than one hundred (100) feet to a property line.
F. Railroad rights of way, not including railroad yards.
G. Agriculture.

15-5B02. HEIGHT AND AREA REGULATIONS. Section 6. In District AR-2, the height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per family permitted on any lot, shall be as follows: (For exceptions see Article 23, Additional Height and Area Regulations.)

A. Height. Buildings and structures shall not exceed two and one-half (2-1/2) stories nor more than thirty-five (35) feet in height.
B. Front Yards. Any buildings hereafter constructed shall provide a front yard the minimum depth of which shall be fifty (50) feet.
C. Side Yards. There shall be a side yard on each side of the lot of not less than twenty (20) feet.
D. Rear Yards. The depth of the rear yard shall be not less than fifty (50) feet for the dwelling and twenty (20) feet for any detached accessory buildings.
E. Lot Area Per Family. Every dwelling hereafter erected

or moved shall have a lot area of not less than one (1) acre, (43,560 square feet)per family, provided that where a lot had less than this area and was in separate ownership at the time of the adoption of this amendment, this regulation shall not prohibit the erection of a single family. Dwellings may be clustered under a planned AR-2 zoning process, however, not more than two-thirds of the permitted units may be placed on not less than one-third of the land involved in the project.

F. Lot Width. The minimum width of a lot shall be one hundred fifty (150) feet.

G. Parking Regulations. No single family residence shall be constructed that does not provide space for fully covered and fully enclosed parking for two standard passenger vehicles in an area designated as a garage, attached or integral to the residence and compatible with said residence in construction, materials and color; nor shall any existing single family residence be altered in such a way as to incorporate existing garage space into living area unless said alteration shall provide an equivalent area of fully covered, fully enclosed parking in the form of a garage attached to or integral with said residence and compatible in construction, materials and color. (For additional parking regulations see Article 24, Additional Parking Regulations.)

H. Sewage Disposal. A sanitary sewer system with treatment plant is required in this district.

SPECIAL DEVELOPMENT DISTRICT (SP);

15-17A01./ INTENT AND PURPOSE OF THIS DISTRICT.Section 7. It is recognized that certain land areas within the City of Leawood have unique and unusual characteristics as to their prominence, highway exposure, size of ownership and availability of certain utilities. It is the intent to allow and encourage development of these special land areas if certain qualifications and conditions are met and the results will be in the best interests of the public. The purpose of this special zoning district is to permit appropriate development,utilizing reasonable constraints that will assure an attractive neighborhood, be environmentally safe and allow flexibility to property owners.

15-17A02. PERMITTED USES. Section 8. In District SP, no building, structure, land or premises shall be used and no building or structure shall be hereafter erected, constructed or moved except for one or more of the following uses:

A. Single family and multi-family dwellings.
B. Institutional and recreational uses.
C. Buildings housing private club and fraternal organizations.
D. Warehousing and distribution of products where all storage and other activity is within a building.
E. Motor hotels and camping facilities.
F. Nurseries, truck garden, green houses.

The above uses may be permitted only under the following procedure and conditions:

1. No development shall occur until the proposed development or use has been subject of a public hearing and rezoning under planned zoning procedures. Such approval, among other criteria, shall be based upon the following:

   a. The use will have safe and adequate vehicular access by way of roadways with adequate surface.
   b. Wastewater disposal is handled by an adequate system.
   c. Operations on the premises will not otherwise contaminate the surface or ground water supply.
   d. Visual and environmental quality must be equal to that which prevails in established sections of the City of Leawood.
   e. The development involves an area of land of not less than twenty (20) acres and in a location that harsh relationship between contrasting land uses will not degrade property values. The Planning Commission may designate sections within the district that are considered appropriate for warehousing-distribution development and others where residential and similar uses should be grouped.
   f. The high noise levels produced by highway traffic are recognized and accounted for in the planning of the project.

15-17A03. HEIGHT AND AREA REGULATIONS. Section 9. In District SP the height of buildings and structures and the amount of open space shall generally be equivalent to the most comparable standard zoning district. Setbacks of buildings, structures and paved areas from such streets as State Line Road and Highway 150 shall be sufficient to insulate the use from highway noise and commotion and provide greater than normal open space of a thoroughly landscaped and highly maintained character.

15-17A04. PARKING REGULATIONS. Section 10. In District SP the amount of parking and loading facilities shall be determined by the proposed uses of the property and shall be subject to approval by the Plan Commission in the rezoning and final plan approval process.

TAKE EFFECT. Section 11. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 5/17/82 Second Reading: 6/7/82

Passed by the Governing Body this 7th day of June, 1982.

Approved by the Mayor this 8th day of June, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 16th day of, June 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 16th day of June 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 100.75
Additional copies $

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

[redacted] in the Johnson County [redacted] Wednesday, June [redacted]

ORDINANCE NO. 744

AN ORDINANCE RELATING TO ZONING; AGRICULTURAL DISTRICT HEIGHT AND AREA REGULATIONS; CREATION OF [redacted] DWELLING, [redacted] DWELLING, AND [redacted] DEVELOPMENT DISTRICTS; AND REPEAL OF SECTION.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTION. Section 1. Section 15-502 of the Revised Ordinances, as adopted by the Zoning Or[redacted] 197[redacted] the following enacted in lieu *thereof*:

15-502. AGRICULTURE DISTRICT (A); HEIGHT AND AREA REGULATIONS. Section 2. In District A the height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per family permitted on any lot, shall be as follows: (For exceptions see Article 23, Additional Height and Area Regulations.)

A. **Height.** Buildings or structures shall not exceed thirty-five feet, or two and one-half stories in height.

B. **Yards.** No building or structure shall be located closer than fifty feet to a property line.

C. **Width of Lot.** The minimum width of the lot shall be two hundred fifty feet provided that where a lot has less width than herein required in separate ownership at the time of the passage of this ordinance this regulation shall not prohibit the erection of a one-family dwelling.

D. **Lot Area Per Family.** Every dwelling hereafter erected, constructed, reconstructed, moved or altered, shall provide a lot area of not less than five (5) acres per family, provided that where a lot has less area than herein required in separate ownership at the time of the adoption of this ordinance, this regulation shall not prohibit the erection of a one-family dwelling.

15-5A01. ESTATE DWELLING DISTRICT (AR-1); PERMITTED USES. Section 3. In District AR-1, no building, structure, land or premises shall be used, and no building or structure shall be hereafter erected, constructed or moved, except for one or more of the following uses:

A. Any use permitted in District A.

B. Single family houses including subdivisions.

C. Customary accessory uses, as provided in Article 20.

15-5A02. HEIGHT AND AREA [redacted] REGULATIONS. Section [redacted] and [redacted] the minimum lot [redacted] family shall be as follows: (For exceptions see Article 23, [redacted] Height and Area [redacted]

A. **Height.** Buildings and structures shall not exceed two and one-half (2-½) stories nor shall they exceed thirty-five (35) feet in height.

B. **Front Yards.** Any building hereafter constructed shall provide a front yard the minimum depth of which shall be one hundred (100) feet.

[redacted] shall be a [redacted] (25) feet [redacted] forty (40) feet wherein there shall be no septic tank laterals.

D. **Rear Yards.** The depth of the rear yard shall be not less than one hundred (100) feet, provided detached accessory buildings may be located not closer than ten (10) feet to the rear lot line.

E. **Width of Lot.** The minimum width of the lot shall be two hundred fifty (250) feet provided that where a lot has [redacted] lot width than herein re[redacted] this ordinance this regulation shall not prohibit the erection of a one-family dwelling. In planned districts, lots may have a lesser width provided compensating open space is provided elsewhere on the project.

[redacted] Family. Every dwelling hereafter erected or moved shall provide a lot area of not less [redacted] (5) acres per family, provided that where a lot in this district had less than five (5) acres in area and was in separate ownership at the [redacted] adoption of this [redacted] this regulation shall not prohibit the erection of a single family dwelling. Dwellings may be clustered under a Planned AR-1 zoning process, however, not more than two-thirds of the permitted units may be placed on not less than one-third of the land involved in the project.

G. **Parking Regulations.** No [redacted] family residence shall [redacted] and fully enclosed parking for two standard passenger vehicles in an area designated as a garage, attached or integral to the residence and compatible with said residence in construction, materials and color; nor shall any existing single family residence be altered in such a way as to incorporate existing garage space into living area unless said alteration shall provide an equivalent area of fully covered, fully enclosed parking in the form of a garage attached to or integral with said residence and compatible in construction, materials and color. (For additional parking regulations see Article 24, Additional Parking Regulations.)

H. **Sewage Disposal.** Septic tank with aeration system and lateral field or a public sewer system.

15-5B01. SUBURBAN DWELLING DISTRICT (AR-2); PERMITTED USES. Section 5. In District AR-2, no building, structure, land or premises shall be used, and no building or structure shall be [redacted] erected, constructed, or moved except for one or more of the following uses:

A. [redacted] family [redacted] and publicly [redacted] and operated community buildings, public museums, public libraries.

C. Public parks and playgrounds, including public recreation or service buildings and swimming pools within such parks, public administrative buildings, police and fire stations.

D. Public schools, elementary and high, and private schools with curriculum equivalent to [redacted] elementary or high school [redacted] higher learning, [redacted] stadiums and dormitories [redacted] junction, if located on the [redacted]

E. [redacted] courses and clubh[redacted] tenant [redacted] future golf courses, dri[redacted] and other similar [redacted] as a busin[redacted] provided no clubhouse, swimming pool, or parking area shall be closer than one hundred (100) feet to a property line.

F. Railroad right of way, not including railroad yards.

G. Agriculture.

[redacted] HEIGHT AND AREA REGULATIONS. Section 6. In District AR-2, the height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per family permitted on any lot, shall be as follows: (For exceptions see Article 23, Additional Height and Area Regulations.)

A. **Height.** Buildings and structures shall not exceed two and one-half (2-½) stories nor more than thirty-five (35) feet in height.

B. **Front Yards.** Any buildings hereafter constructed shall [redacted] minimum depth of which shall be fifty (50) feet.

C. **Side Yards.** There shall be a side yard on each side of the lot of not less than twenty (20) feet.

D. **Rear Yards.** The depth of the rear yard shall be not less than fifty (50) feet for the dwelling and twenty (20) feet for any detached accessory buildings.

E. [redacted] Per Family. Every dwelling hereafter erected or moved shall have a lot area of not less than one (1) [redacted] (43,560 square feet) per family provided that where a lot has less than this area and was in separate ownership at the time of the adoption of this amendment, this regulation shall not prohibit the erection of a single family dwelling. Dwellings may be clustered under a planned AR-2 zoning process, however, not more than two-thirds of the permitted units may be placed on not less than one-third of the land involved in the project.

F. [redacted] width. The minimum width of a lot shall be one hundred fifty (150) feet.

G. **Parking Regulations.** No single family residence shall be constructed that does not provide space for fully covered and fully enclosed parking for two standard passenger vehicles in an area [redacted] as a garage, attached [redacted] integral to the residence and compatible with said residence in construction, materials and color; nor shall any existing single family residence be altered in such a way [redacted] incorporate existing garage space into living area unless said alteration shall provide an equivalent area of fully covered, fully enclosed parking in the form of a garage attached to or integral with said residence and compatible in construction, materials and color. (For additional parking regulations see Article 24, Additional [redacted] Regulations.)

H. **Sewage Disposal.** A sanitary sewer system with treatment plant is required in this district.

15.17A01. SPECIAL DEVELOPMENT DISTRICT (SP); [redacted] AND PURPOSE OF [redacted] TRICT. Section 7. It is recognized that certain land [redacted] areas within the City of [redacted] have unique and unusual characteristics as to their prominence, highway exposure, size of ownership and availability of certain utilities. It is the intent to allow and encourage development of these special land areas if certain qualifications and conditions are met, and the results will be in the best interests of the public. The purpose of this special zoning district is to permit appropriate development, utilizing reasonable constraints that will assure an attractive neighborhood, be environmentally safe and allow flexibility to property owners.

15-17A02. PERMITTED USES. Section 8. In District SP, no building, structure, land or premises shall be used and no building or structure shall be hereafter erected, [redacted] or moved except for [redacted] of the following uses:

A. Single family [redacted] multi-family dwellings.

B. [redacted] institutional and recreational uses.

C. Buildings housing private club and fraternal organizations.

D. Warehousing and distribution of products where all storage and other activity is within a building.

E. Motor hotels and camping [redacted]

F. [redacted] nurseries, truck garden, green houses.

The above uses may be permitted only under the following procedure and conditions:

1. No development shall occur until the proposed development or use has been subject of a public hearing and rezoning under planned zoning procedures. Such approval, among other criteria, shall be based upon the following:

a. The use will have safe and adequate vehicular access by way of roadways with adequate surface.

b. Wastewater disposal is handled by an adequate system.

c. Operations on the premises will not otherwise contaminate the surface or ground water supply.

d. Visual and environmental quality must be equal to that which prevails in established sections of the City of Leawood.

e. The development involves an area of land of not less than [redacted] (20) acres and in a [redacted] that harsh [redacted] ship between con[redacted] land uses will not degrade property values. The Planning Commission may designate sections within the district that are considered appropriate for warehousing-distribution development and others where residential and similar uses should be grouped.

f. The high noise levels produced by highway traffic are recognized and accounted for in the planning of the project.

15-17A03. HEIGHT AND AREA REGULATIONS. Section 9. In District SP the height of buildings and structures and the amount of open space shall generally be equivalent to the most comparable standard zoning district. Setbacks of buildings, structures and paved areas from such streets as State Line Road and Highway 150 shall be sufficient to insulate the use from highway noise and commotion and provide greater than normal open space of a thoroughly landscaped and highly maintained character.

15-17A04. PARKING REGULATIONS. Section 10. In District SP the amount of parking and loading facilities shall be determined by the proposed uses of the property and shall be subject to approval by the Plan Commission in the rezoning and final plan approval process.

TAKE EFFECT. Section 11. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: *5/17/82 Second Reading: 6/7/82*

Passed by the Governing Body this 7th day of June, 1982.

Approved by the Mayor this 8th day of June, 1982.

(s)Kent E. Crippin
Mayor
(SEAL)
Attest:
(s)J. Oberlander
City Clerk

APPROVED FOR FORM AND CONTENT: (s)Larry Winn III, City Attorney

(3981 IW)

ORDINANCE NO. 743

AN ORDINANCE RELATING TO ACCEPTANCE OF A DEED FOR STREET PURPOSES FROM MARSHALL AND BETTY CLARK LONG.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-542. Section 1. The Governing Body of the City of Leawood, Kansas, does hereby accept Deed of Dedication No. 1361778 from Marshall and Betty Clark Long, the land described therein to be used for street purposes (north side of 111th Street, adjacent to the Long property, and immediately east of Longwood Forest).

19-543. Section 2. A copy of said Deed is attached to the original ordinance and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 5/3/82 Second Reading: 5/17/82

Passed by the Governing Body this 17th day of May, 1982.

Approved by the Mayor this 17th day of May, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

This Instrument filed by
LAND TITLE CORPORATION

DEED OF DEDICATION

1361778

KNOW ALL MEN BY THESE PRESENTS, That this Deed, made and entered into this 19th day of April, 1982, by and between Marshall Long and Betty Clark Long, husband and wife of North Palm Beach County, Sate of Florida Parties of the First Part, and the CITY OF LEAWOOD, Johnson County, State of Kansas, Party of the Second Part,

WITNESSETH:

That Parties of the First Part, In consideration of the sum of One Dollar and other valuable consideration XXXXXXX to them in hand paid by Party of the Second Part, receipt whereof is hereby acknowledged, by these presents do GRANT, BARGAIN, SELL AND CONVEY unto the Party of the Second Part forever all their right, title and interest in and to the following described real estate lying and situate in the County of Johnson, State of Kansas, to wit: All that part of the SW¼ of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the SW¼ of said Section 10; thence N 87° 50' 04" E, along the South line of the SW¼ of said Section 10, a distance of 718.24 feet, to a point on the Southerly extension of the Easterly right-of-way line of Mission Road, as established by the Plat of LONGWOOD FOREST, a subdivision of land now in the City of Leawood, Johnson County, Kansas, said point also being the true point of beginning of subject tract; thence continuing N 87° 50' 04" E, along the South line of the SW¼ of said Section 10, a distance of 606.04 feet, to the Southeast corner of the W½ of the W½ of said Section 10; thence N 1° 55' 24" W, along the East line of the W½ of the W½ of said Section 10, a distance of 52.86 feet; thence Northwesterly and Westerly, along a curve to the left, having a radius of 560 feet, a central angle of 1° 30' 01", and whose initial tangent bearing is N 83' 00' 12" W, a distance of 14.66 feet, said point also being 55 feet North of the South line of the SW¼ of said Section 10; thence S 87° 50' 04" W, along a line55 feet North of and parallel to the South line of the SW¼ of said Section 10, a distance of 591.76 feet, to a point on the Easterly right-of-way line of said Mission Road; thence S 2° 09' 56" E, along the Easterly right-of-way line and its extension of said Mission Road, a distance of 55 feet, to the true point of beginning of subject tract, containing 33,326 Square Feet, more or less.

TO HAVE AND TO HOLD THE same together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining, forever. It is understood and agreed that the Party of the Second Part shall use said real estate in the construction, improvement, reconstruction and maintenance of a public right-of-way and should said right-of-way, any part thereof be vacated, the same shall revert to Parties of the First Part, their heirs, executors, administrators, successors, or assigns.

And the Parties of the First Part for their heirs, executors, administrators, successors and assigns, do hereby convenent, promise, and agree to and with said Party of the Second Part that at the delivery of these presents said interest in XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, ~~except~~ said premises is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature and kind soever, by, through or under said parties of the first part and that First Parties will forever warrant and defend said interest unto the Party of the Second Part or its assigns forever, against all and any lawful claim of all and any persons whomsoever. Partiesof the First part, for their heirs, executors, administrators, successors, or assigns, hereby waive and release to Second Party, any and all claims for damages or compensation, either now or in the future arising by reason of the use of said real estate for the purposes herein described. First parties hereby agree that First Parties shall pay any special assessments or installments thereof, matured or unmatured, on said premises hereby granted, and that Second Party shall not be liable in any way for the payment thereof. First Parties further agrees that the proper Governing Body may release the premises hereby granted from any special assessment and spread and attach such special assessment to the remainder of the property adjacent to the premises hereby granted and which are owned by First Party.

IN WITNESS WHEREOF, said Parties of the First Part have hereunto set their hands and seals the day and year first above written.

Marshall Long

Betty Clark Long

Entered In Transfer Record
21 Day of Apr AD 1982
DONALD J. CURRY
TMP Johnson County Clerk

11/24/81

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSOURI :
SS.
COUNTY OF JACKSON :

BE IT REMEMBERED, That on the 19th day April, 1982, before me, the undersigned, a Notary Public in and for said County and State,

came Marshall Long and Betty Clark Long

who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of same.

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

STATE OF KANSAS }SS
COUNTY OF JOHNSON
FILED FOR RECORD

1982 APR 21 PM 2 42 .7

RUBIE M. SCOTT
REGISTER OF DEEDS
BY_____DEP.

Sharon Irwin
Notary Public

SHARON IRWIN
Notary Public - State of Missouri
Commissioned in Platte County
My Commission Expires January 27, 1985

My Commission Expires:
January 27, 1985

VOL 1753 PAGE 927

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
SS.
COUNTY OF _____ :

BE IT REMEMBERED that on this _____ day of _____, 19_____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, President of _____

_____, a corporation duly organized, incorporated and existing under and by virtue of the laws of _____;

and _____, Secretary of said corporation, who are personally known to me to be such officers and who are personally known to me to be the same persons who executed as such officers the within instrument on behalf of said Corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said Corporation, _____.

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

_____
Notary Public

My Commission Expires

_____

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Kennetha E. Kuttler, being first Duly sworn, Deposes and says: That she is Director of Legal Publications of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON, County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days), the first publication thereof being made as aforesaid on the 21 day of May, 19 82, with subsequent publication being made on the following dates:

_____, 19___ _____, 19___

_____, 19___ _____, 19___

_____, 19___ _____, 19___

Kennetha E Kuttler

Subscribe and sworn to before me this 21 day of May 19 82.

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's fee $ 10.54
Additional copies $

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

FIRST PUBLISHED IN THE Johnson County Sun, Friday, May 21, 1982.

ORDINANCE NO. 743

AN ORDINANCE RELATING TO ACCEPTANCE OF A DEED FOR STREET PURPOSES FROM MARSHALL AND BETTY CLARK LONG.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-542. Section 1. The Governing Body of the City of Leawood, Kansas, does hereby accept Deed of Dedication No. 1361778 from Marshall and Betty Clark Long, the land described therein to be used for street purposes (north side of 111th Street, adjacent to the Long property, and immediately east of Longwood Forest).

19-543. Section 2. A copy of said Deed is attached to the original ordinance and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 5/3/82 Second Reading: 5/17/82

Passed by the Governing Body this 17th day of May, 1982.

Approved by the Mayor this [redacted]

(s)Kent E. Crippin
Mayor Attest:
(SEAL) (s)J. Oberlander
City Clerk
APPROVED FOR FORM AND CONTENT: (s)Larry Winn III, City Attorney

ORDINANCE NO. 742

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A THREE HUNDRED THOUSAND DOLLAR ($300,000.00) TEMPORARY NOTE OF THE CITY OF LEAWOOD, KANSAS TO PAY FOR THE COSTS OF CONSTRUCTION OF IMPROVEMENTS TO 119TH STREET BETWEEN ROE AVENUE AND MISSION ROAD, AND TO PAY FOR THE RECONSTRUCTION, RECONFIGURATION AND SIGNALIZATION OF THE INTERSECTION OF COLLEGE BOULEVARD AND ROE AVENUE.

WHEREAS, by legal proceedings the Governing Body of the City of Leawood, Kansas has heretofore duly authorized the construction of improvements to 119th Street and Mission Road, and has authorized the improvement of the intersection of College Boulevard and Roe Avenue by the reconstruction,reconfiguration and signalization of said intersection, both of said improvements to be paid for by the issuance of improvement bonds, and which improvements are authorized pursuant to the authority granted by K.S.A. 12-685 et seq., and all acts amendatory thereto; and

WHEREAS, all legal requirements pertaining to such improvements to 119th Street and to the intersection of College Boulevard and Roe Avenue have been complied with and said work has progressed to a point where the issuance of a temporary note of said City is and will be required to finance the same as required by K.S.A. 10-123 et seq.

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

20-186. Section 1. For the purpose of paying the accrued and accruing costs of the construction of improvements to 119th Street between Roe Avenue and Mission Road, and the improvement of the intersection of College Boulevard and Roe Avenue, there shall be issued and the same is hereby authorized, a temporary note of the City of Leawood, Kansas in the amount of THREE HUNDRED THOUSAND DOLLARS ($300,000.00) for the payment of the estimated costs and expenses of said improvement.

20-187. Section 2. This temporary note shall be dated May 1, 1982 and shall be numbered and shall bear interest at the rate of 9.25% per annum and the improvement for the payment of which this note is issued shall be clearly and specifically set forth. The interest on said note shall be payable at maturity, which shall be November 15, 1982, and shall be callable for payment in advance of maturity at any time upon 5 days' published notice, and shall be redeemable, and cancelled before or at the time bonds are issued in lieu thereof. The said temporary note shall contain recitals, and shall be in the form and of the size as provided by the statutes of the State of Kansas.

20-188. Section 3. The Mayor and the City Clerk of the City of Leawood, Kansas are hereby directed, authorized and empowered to prepare and execute the note described in this ordinance and to do all things necessary for its execution, and to sell and deliver the same at private sale, at par and accrued interest according to law, to the purchaser thereof upon

receipt of the purchase price, and apply the proceeds of such sale to the payment of the actual costs and expenses of the improvements described hereinbefore.

TAKE EFFECT. Section 4. This ordinance shall take effect and be in force from and after its publication as provided by law.

First Reading: 5/3/82 Second Reading: 5/3/82

Passed by the Governing Body this 3rd day of May, 1982, the Council having deemed this to be an emergency matter.

Approved by the Mayor this 3rd day of May, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 7th day of, May 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 7th day of May 19 82.

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 35.89
Additional copies $ _____

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published In The Johnson County Sun, Friday, May 7, 1982.

ORDINANCE NO. 742

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A THREE HUNDRED THOUSAND DOLLAR ($300,000.00) TEMPORARY NOTE OF THE CITY OF LEAWOOD, KANSAS TO PAY FOR THE COSTS OF CONSTRUCTION OF IMPROVEMENTS TO 119TH STREET BETWEEN ROE AVENUE AND MISSION ROAD, AND TO PAY FOR THE RECONSTRUCTION, RECONFIGURATION AND SIGNALIZATION OF THE INTERSECTION OF COLLEGE BOULEVARD AND ROE AVENUE.

WHEREAS, by legal proceedings the Governing Body of the City of Leawood, Kansas has heretofore duly authorized the construction of improvements to 119th Street and Mission Road, and has authorized the improvement of the intersection of College Boulevard and Roe Avenue by the reconstruction, reconfiguration and signalization of said intersection, both of said improvements to be paid for by the issuance of improvement bonds, and which improvements are authorized pursuant to the authority granted by K.S.A. 12-685 et seq., and all acts amendatory thereto; and

WHEREAS, all legal requirements pertaining to such improvements to 119th Street and to the intersection of College Boulevard and Roe Avenue have been complied with and said work has progressed to a point where the issuance of a temporary note of said City is and will be required to finance the same as required by K.S.A. 10-123 et seq.

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

20-186. Section 1. For the purpose of paying the accrued and accruing costs of the construction of improvements to 119th Street between Roe Avenue and Mission Road, and the improvement of the intersection of College Boulevard and Roe Avenue, there shall be issued and the same is hereby authorized, a temporary note of the City of Leawood, Kansas in the amount of THREE HUNDRED THOUSAND DOLLARS ($300,000.00) for the payment of the estimated costs and expenses of said improvement.

20-187. Section 2. This temporary note shall be dated May 1, 1982 and shall be numbered and shall bear interest at the rate of 9¼ per annum and the improvement for the payment of which this note is issued shall be clearly and specifically set forth. The interest on said note shall be payable at maturity, which shall be November 15, 1982, and shall be callable for payment in advance of maturity at any time upon 5 days' published notice, and shall be redeemable, and cancelled before or at the time bonds are issued in lieu thereof. The said temporary note shall contain recitals, and shall be in the form and of the size as provided by the statutes of the State of Kansas.

20-188. Section 3. The Mayor and the City Clerk of the City of Leawood, Kansas are hereby directed, authorized and empowered to prepare and execute the note described in this ordinance and to do all things necessary for its execution, and to sell and deliver the same at private sale, at par and accrued interest according to law, to the purchaser thereof upon receipt of the purchase price, and apply the proceeds of such sale to the payment of the actual costs and expenses of the improvements described hereinbefore.

TAKE EFFECT. Section 4. This ordinance shall take effect and be in force from and after its publication as provided by law.

First Reading: 5/3/82 Second Reading: 5/3/82

Passed by the Governing Body this 3rd day of May, 1982, the Council having deemed this to be an emergency matter.

Approved by the Mayor this 3rd day of May, 1982.

(s) Kent E. Crippin,
Mayor

(SEAL)

Attest:

(s) J. [illegible]
City Clerk

APPROVED FOR FORM AND CONTENT:

(s) Larry Winn III,
City Attorney

(3687 1F)

ORDINANCE NO. 741

AN ORDINANCE PROVIDING FOR THE IMPROVEMENT OF THE FOLLOWING MAIN TRAFFICWAYS WITHIN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, TO WIT: COLLEGE BOULEVARD AND ROE AVENUE BY THE RECONSTRUCTION, RECONFIGURATION AND SIGNALIZATION OF SAID INTERSECTION PURSUANT TO K.S.A. 12-685 ET SEQ.

WHEREAS, the Governing Body has by ordinance designated and established Roe Avenue and College Boulevard as main trafficways; and

WHEREAS, the Governing Body of the City of Leawood, Kansas has by Resolution No. 581 declared the necessity and the intention to improve the aforementioned trafficways pursuant to K.S.A. 12-685 et seq., and all acts amendatory or supplemental thereto; and

WHEREAS, no sufficient protests have been filed with the City Clerk by qualified electors within thirty (30) days after the last publication of the resolution and prior to the take effect date of this ordinance pertaining to the aforementioned main trafficways.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

20-180. IMPROVEMENT. Section 1. The intersection of College Boulevard and Roe Avenue be reconstructed, reconfigured, and signalized per the graphic description of such improvement set out on Exhibit A attached hereto.

20-181. FUNDING. Section 2. The City's cost of constructing and making said street improvement shall be by the issuance of general obligation bonds of the City of Leawood, Kansas as provided by law, and that the cost of the improvement be temporarily financed, if necessary, through the issuance of temporary notes as provided by law.

20-182. INTER-LOCAL AGREEMENT. Section 3. The City has joined with and agrees with the City of Overland Park as to the improvement of said intersection in the City of Leawood and also in the City of Overland Park, and this was done by the approval of an inter-local agreement as provided by law.

20-183. ENGINEERING ESTIMATE. Section 4. The City's engineers, Johnson, Brickell and Mulcahy, have prepared a specifications and/or work description for the construction of said improvement, and have submitted the same to the Governing Body for its approval, and have filed, according to law, an engineer's estimate of the cost and expense of constructing said improvement and have likewise submitted the same to the Governing Body of the City of Leawood, Kansas.

20-184. ADVERTISEMENT FOR BIDS. Section 5. The City Clerk or her representative has advertised for bids for the furnishing of material and labor to be used in the improvement of said intersection, and did fix the time within which said bids shall be received and said advertisement did notify the bidders that the City had reserved the right to reject any and all bids.

20-185. CONTRACT. Section 6. The Governing Body, or its representative, did, after the bids had been received and filed, open and consider the same and let the contracts for the construction of said improvements to the intersection of College Boulevard and Roe Avenue, or any part thereof, to the lowest responsible bidder. The City accepted the bid of O'Donnell & Sons Construction Company, Inc. for the street and storm drainage improvements in the amount of $404,914.62, and with Delanna Construction Company, Inc. for street lights and traffic signals in the amount of $111,000.00, and did enter into written agreements with said companies or their representatives, for the construction of improvements to said intersection, or any part thereof, and did execute bonds with satisfactory sureties thereon, conditioned for the faithful performance of said contracts and bonds indemnifying and saving the City harmless because of any injuries to person or property caused by the negligence of the contractors, their agents or servants, or because of any infringement of any patent or process and all of the work shall be done under the supervision of the City's engineers, Johnson, Brickell and Mulcahy, and subject to the firm's approval before final acceptance.

TAKE EFFECT. Section 7. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 5/3/82 Second Reading: 5/3/82

Passed by the Governing Body this 3rd day of May, 1982, the Council having deemed this to be an emergency matter.

Approved by the Mayor this 3rd day of May, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 7th day of, May 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A Ellis

Subscribe and sworn to before me this 7th day of May 19 82.

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 44.61
Additional copies $ _____

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published [illegible] Johnson County Sun, [illegible] May 7, 1982.

ORDINANCE NO. [illegible]

AN ORDI[illegible] PROVIDING FOR [illegible] PROVEMENT OF THE FOL[illegible] LOWING MAIN [illegible] FICWAYS WITHIN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, TO WIT: COLLEGE BOULEVARD AND ROE AVENUE BY THE RECONSTRUCTION, RECONFIGURATION AND SIGNALIZATION OF SAID INTERSECTION, PURSUANT TO K.S.A. 12-685 ET SEQ.

WHEREAS, the Governing Body has by Ordinance [illegible] designated and [illegible] Roe Avenue [illegible] Boulevard as main trafficways; and [illegible]

WHEREAS, the Governing Body of the City of [illegible] Kansas has by Resolution [illegible] 581 declared the necessity and the intention to improve the aforementioned trafficways pursuant to K.S.A. 12-685 et seq., and all acts amendatory or supplemental thereto; and

WHEREAS, no sufficient protests have been filed with the City Clerk by qualified electors within thirty (30) days after the last publication of the resolution and prior to the take effect date of this ordinance pertaining to the aforementioned main trafficways.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

20-180. IMPROVEMENT. Section 1. The intersection of College Boulevard and Roe Avenue be reconstructed, reconfigured, [illegible] signalized per the graphic [illegible] of such improvement [illegible] on Exhibit A attached hereto.

20-181. FUNDING. Section 2. The City's cost of constructing and making said street improvement shall be by the issuance of general obligation bonds of the City of Leawood, Kansas as provided by law, and that the cost of the improvement be temporarily financed, if necessary, through the issuance of temporary notes as provided by law. [illegible]

20-182. INTER-LOCAL AGREEMENT. Section 3. The City has joined with and agrees with the City of Overland Park as to the improvement of said intersection in the City of Leawood and also in the City of Overland Park, and this was done by the approval of an inter-local agreement as provided by law.

20-183. ENGINEERING ESTIMATE. Section 4. The City's engineers, Johnson, Brickell and Mulcahy, have prepared a specifications and/or work description for the construction of said improvement, and have submitted the same to the Governing Body for its approval, and have filed according to law an engineer's estimate of the cost and expense of constructing [illegible] improvement and have [illegible] submitted the same [illegible] Governing Body of the [illegible] Leawood, Kansas.

20-184. ADVE[illegible]EMENT FOR BIDS. Section [illegible]. The City Clerk or her [illegible]esentative has advertised [illegible] bids for the furnishing of [illegible] and labor to be used in the improvement [illegible] within which said bids shall be received and said advertisement did notify the bidders that the City had reserved the right to reject any and all bids.

20-185. CONTRACT. Section 6. The Governing Body, or its representative, did after the bids had been received and filed, open and consider the same and let the contract for the construction of said improvement to the [illegible] of College Boulevard and Roe Avenue, or any part thereof, to the lowest responsible bidder. The City accepted the bid of O'Donnell and Sons Construction Company, Inc. for the street and storm sewer improvements in the amount of $404,914.42 and with Delanna Construction Company, Inc. for street lights and traffic signals in the amount of $111,000.00 and did enter into written agreements with said companies or their representatives for the construction of improvements to said intersection, or any part thereof, and did execute bonds with satisfactory sureties thereon, conditioned for the faithful performance of said contracts and bonds indemnifying and saving the City harmless because of any injuries to person or property caused by the negligence of the contractors, their agents or servants or because of any infringement of any patent or process, and all of the work shall be done under the supervision of the City's engineers, Johnson, Brickell and Mulcahy, and subject to the firm's approval before final acceptance.

TAKE EFFECT. Section 7. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 5/3/82 Second Reading: 5/3/82.

Passed by the Governing Body this 3rd day of May, 1982, the Council having deemed this a bill of a bona fide emergency nature, [illegible]

Approved by the Mayor this [illegible] day of May, 1982.

[illegible] SHIELDS

SPECIFICATIONS ON FILE WITH THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS, LEAWOOD, KANSAS.

(s) Ken Criqui [illegible]
Mayor

(SEAL)

Attest:

(s) [illegible]

[illegible] FOR FORM AND CONTENT: (s) Larry Winn III, City Attorney

ORDINANCE NO. 740

AN ORDINANCE PROVIDING FOR THE IMPROVEMENT OF THE FOLLOWING MAIN TRAFFICWAY WITHIN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, TO WIT: 119TH STREET FROM MISSION ROAD TO ROE AVENUE.

WHEREAS, the Governing Body has by ordinance designated and established 119th Street between Roe Avenue and Mission Road as a main trafficway; and

WHEREAS, the Governing Body of the City of Leawood, Kansas has by Resolution No. 582 declared the necessity and the intention to improve the aforementioned trafficway pursuant to K.S.A. 12-685 et seq. and all acts amendatory or supplemental thereto; and

WHEREAS, no sufficient protests have been filed with the City Clerk by qualified electors within thirty (30) days after the last publication of the resolution and prior to the take effect date of this ordinance pertaining to the aforementioned main trafficway.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

20-175. IMPROVEMENT. Section 1. 119th Street from Mission Road to Roe Avenue be improved by sub-base preparation and by application of a three-inch asphaltic concrete overlay.

20-176. FUNDING. Section 2. That the City's cost of constructing and making said street improvement shall be by the issuance of general obligation bonds of the City of Leawood, Kansas as provided by law, and that the cost of the improvement be temporarily financed, if necessary, through the issuance of temporary notes as provided by law.

20-177. ENGINEERING ESTIMATE. Section 3. The City's Director of Public Works has prepared specifications and/or work description for the construction of said improvement, and has submitted the same to the Governing Body for its approval, and has filed, according to law, an estimate of the cost and expense of constructing said improvement and has likewise submitted the same to the Governing Body of the City of Leawood, Kansas.

20-178. ADVERTISEMENT FOR BIDS. Section 4. The Director of Public Works has solicited bids for the furnishing of material and labor to be used in the improvement of said 119th Street, and did fix the time within which said bids should be received and said solicitation did notify the bidders that the City had reserved the right to reject any and all bids.

20-179. CONTRACT. Section 5. The Governing Body, or its representative, did, after the bids had been received and filed, open and consider the same and let the contract for the construction of said improvements to the said 119th Street, or any part thereof, to the lowest responsible bidder. The City accepted the bid of Reno Construction Company in the amount of $29,142.00, based on estimated quantities, and did enter into a written

agreement with said Reno Construction Company for the construction of improvements to said trafficway, or any part thereof, and did execute a bond with satisfactory surety thereon, conditioned for the faithful performance of said contract, and a bond indemnifying and saving the City harmless because of any injury to person or property caused by the negligence of the contractor, his agents or servants, or because of any infringement of any patent or process and all of the work shall be done under the supervision of the City's Director of Public Works, and subject to his approval before final acceptance.

TAKE EFFECT. Section 6. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 5/3/82 Second Reading: 5/3/82

Passed by the Governing Body this 3rd day of May, 1982, the Council having deemed this to be an emergency matter.

Approved by the Mayor this 3rd day of May, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 7th day of, May 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 7th day of May 19 82

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 37.38
Additional copies $ _____

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday, May 7, 1982.

ORDINANCE NO. 740

AN ORDINANCE PROVIDING FOR THE IMPROVEMENT OF THE FOLLOWING MAIN TRAFFICWAY WITHIN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, TO WIT: 119TH STREET FROM MISSION ROAD TO ROE AVENUE.

WHEREAS, the Governing Body has by ordinance designated and established 119th Street between Roe Avenue and Mission Road as a main trafficway; and

WHEREAS, the Governing Body of the City of Leawood, Kansas has by Resolution No. 582 declared the necessity and the intention to improve the aforementioned trafficway pursuant to K.S.A. 12-685 et seq. and all acts amendatory or supplemental thereto; and

WHEREAS, no sufficient protests have been filed with the City Clerk by qualified electors within thirty (30) days after the last publication of the resolution and prior to the take effect date of this ordinance pertaining to the aforementioned main trafficway.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

20-175. IMPROVEMENT. Section 1. 119th Street from Mission Road to Roe Avenue be improved by sub-base preparation and by application of a three-inch asphaltic concrete overlay.

20-176. FUNDING: Section 2. That the City's cost of constructing and making said street improvement shall be by the issuance of general obligation bonds of the City of Leawood, Kansas as provided by law, and that the cost of the improvement be temporarily financed, if necessary, through the issuance of temporary notes as provided by law.

20-177. ENGINEERING ESTIMATE. Section 3. The City's Director of Public Works has prepared specifications and/or work description for the construction of said improvement, and has submitted the same to the Gover[illegible] approval, and has filed, according to law, an estimate of the cost and expense of constructing said improvement and has likewise submitted the same to the Governing Body of the City of Leawood, Kansas.

20-178. ADVERTISEMENT FOR BIDS. Section 4. The Director of Public Works has solicited bids for the furnishing of material and labor to be used in the improvement of said 119th Street, and did fix the time within which said bids should be received and said solicitation did notify the bidders that the City had reserved the right to reject any and all bids.

20-179. CONTRACT. Section 5. The Governing Body, or its representative, did, after the bids had been received and filed, open and consider the same and let the contract for the construction of said improvements to the said 119th Street, or any part thereof, to the lowest responsible bidder. The City accepted the bid of Reno Construction Company in the amount of $29,142.00, based on estimated quantities, and did enter into a written agreement with said Reno Construction Company for the construction of improvements to said trafficway, or any part thereof, and did execute a bond with satisfactory surety thereon, conditioned for the faithful performance of said contract, and a bond indemnifying and saving the City harmless because of any injury to person or property caused by the negligence of the contractor, his agents or servants, or because of any infringement of any patent or process and all of the work shall be done under the supervision of the City's Director of Pulbic Works, and subject to his approval before final acceptance.

TAKE EFFECT. Section 6. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 5/3/82 Second Reading: 5/3/82

Passed by the Governing Body this 3rd day of May, 1982, the Council having deemed this to be an emergency matter.

Approved by the Mayor this 3rd day of May, 1982.

(s)Kent E. Crippin

(SEAL)

Attest:

(s)J. Oberlander

City Clerk

APPROVED FOR FORM AND CONTENT: (s)Larry Winn III, City Attorney

(3309 1F)

ORDINANCE NO. 739

AN ORDINANCE RELATING TO ACCEPTANCE OF DEEDS FOR PARK PURPOSES.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-120. Section 1. The Governing Body of the City of Leawood, Kansas, does hereby accept the following deeds, the land described therein to be used for park purposes:

Property Owner	Deed Number
Hallmark Farm Associates	1360463
Hallmark Farm Associates	1360469
Building Management Corporation	1360978
Ninety Five West Company	1360465
Estate of Milton Gordon	1360467
Estate of Milton Gordon	1360470
Estate of Milton Gordon	1360471
Estate of Milton Gordon	1360473
Frank S. Morgan	1360466
The Children's Mercy Hospital	1360474
Charles A. Jones	1360464
Community Federal Savings & Loan Assoc.	1360468
J.C. Nichols Company	1360461
Eugene Edward Fibuch	1360476
W. Thomas Ralph, Jr.	1360475
Marshall Long	1361780 — this property conveyed t/Co. by Ord 754, 8/2/82
Marshall Long	1361799
J.D. Spears	1360462

19-121. Section 2. Copies of said deeds are attached to the original ordinance and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 5/3/82 Second Reading: 5/3/82

Passed by the Governing Body this 3rd day of May, 1982, the Council having deemed this to be an emergency matter.

Approved by the Mayor this 3rd day of May, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

1360468

Corporation Deed (General Warranty)

STATE OF KANSAS, County, } ss.

This instrument was filed for record on the _____ day of _____ A.D. 19___, at _____ o'clock ___M., and duly recorded in Book _____ of Deeds, at page _____.

_____ Register of Deeds.

By _____ Deputy.

FEES

Register of Deeds, for recording, ...$_____

County Clerk, for Transfer Total, $_____

STATE OF KANSAS } SS
COUNTY OF JOHNSON
FILED FOR RECORD

Entered in Transfer Record _____ in my office, this _____ day of 1982 APR 7 PM 3 52 0 A.D., 19___.

16.00

_____ County Clerk.

REGISTER OF DEEDS

BY _____ DEP

Entered in Transfer Record
7 Day of April AD 1982
DONALD J. C...
Johnson County Clerk

THIS INDENTURE, Made this 29th day of March A. D. 19 82, between Community Federal Savings and Loan Association, the resulting Association through merger with Plaza Savings Association, a Missouri corporation,

a corporation duly organized, incorporated and existing under and by virtue of the laws of the United States of America and having its principal place of business at St. Louis, in the State of Missouri of the first part, and City of Leawood of Johnson County, in the State of Kansas of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of One dollar and other valuable consideration and ____/100 DOLLARS the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and convey unto said party of the second part, or ~~heirs and~~ assigns, all the following-described real estate, situated in Johnson County and State of Kansas, to wit:

Subject to all easements, restrictions, reservations and covenants of record, if any.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And said grantor for itself, its successors and assigns, does hereby covenant, promise and agree, to and with said party of the second part, that at the delivery of these presents it is lawfully seized in its own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever;

and that it will warrant and forever defend the same unto said party of the second part, or ~~heirs and~~ assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part has hereunto caused this Deed to be signed on its behalf by its Vice President thereunto duly authorized so to do, and has caused its corporate seal to be hereunto affixed the day and year first above written.

(Corporate Seal)

COMMUNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

By George W. Nagel
Vice President

16.00

(This form is printed by the Kansas Bar Association solely for the use of its Members)

CORPORATION DEED
GENERAL WARRANTY

FROM

TO

THE KANSAS BAR ASSOCIATION

KANSAS BAR ASSOCIATION 1882

STATE OF Missouri, Jackson COUNTY, ss.

BE IT REMEMBERED, That on this 29th day of March A.D. 19 82

before me, the undersigned, a Notary Public in and for the County and State aforesaid

came George W. Nagel Vice-President of Community Federal Savings & Loan

Association a corporation duly organized, incorporated and existing under and by virtue of the laws of

the United States of America, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal the day and year last above mentioned.

Betty J. Downing Notary Public.

BETTY J. DOWNING

(SEAL)

MY COMMISSION EXPIRES APRIL 28, 1983
JACKSON COUNTY

Term expires _____, 19____

MY COMMISSION EXPIRES APRIL 28, 1985

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All that part of the East 1/2 of Section 21, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Northeast 1/4 of said Section 21; thence North 2° 07' 32" West, along the West line of the Northeast 1/4 of said Section 21, a distance of 93 feet, to the true point of beginning of subject tract; thence continuing North 2° 07' 32" West, along the West line of the Northeast 1/4 of said Section 21, a distance of 77 feet; thence North 87° 52' 28" East, along a line perpendicular to the West line of the Northeast 1/4 of said Section 21, a distance of 150 feet; thence North 69° 52' 28" East, a distance of 115.51 feet; thence North 25° 52' 28" East, a distance of 198.80 feet; thence North 73° 12' 28" East, a distance of 460.14 feet; thence North 16° 01' 58" East, a distance of 605.05 feet; thence North 2° 02' 53" West, a distance of 537.80 feet, to a point 283.18 feet North of the South line of the North 1/2 of the Northeast 1/4 of said Section 21; thence South 87° 57' 07" West, along a line 283.18 feet North of and parallel to the South line of the North 1/2 of the Northeast 1/4 of said Section 21, a distance of 74.13 feet; thence North 24° 27' 07" East a distance of 302.87 feet; thence South 72° 35' 53" East, a distance of 205.02 feet; thence North 25° 39' 37" East, a distance of 241.41 feet; thence North 11° 35' 37" East, a distance of 352.90 feet; thence North 48° 01' 37" East, a distance of 140.71 feet; thence South 88° 01' 53" East, a distance of 296.34 feet; thence North 52° 13' 10" East, a distance of 97.68 feet, to a point on the Northerly extension of the West line of TOMAHAWK FARMS, a subdivision of land now in the City of Leawood, Johnson County, Kansas; thence South 2° 20' 21" East, along the West line and its extension of said TOMAHAWK FARMS, a distance of 1169.24 feet, to the Southwest corner of Lot 4 of said TOMAHAWK FARMS; thence South 19° 15' 09" East, along the Westerly line of Lot 14, KINGS FOREST, a subdivision of land now in the City of Leawood, Johnson County, Kansas, a distance of 72.18 feet; thence South 23° 44' 33" East, along the Westerly line of Lots 14 and 13 of said KINGS FOREST, a distance of 422 feet, to the Southwesterly corner of said Lot 13; thence South 40° 55' 37" East, along the Southwesterly line of Lot 7, of said KINGS FOREST, a distance of 194 feet; thence South 35° 20' East, along the Southwesterly line of Lots 7, 6 and 4 of said KINGS FOREST, a distance of 202 feet; thence South 17° 21' 34" East along the Westerly line of Lots 4, 3, 2 and 1 of said KINGS FOREST, a distance of 382 feet; thence South 9° 23' 14" East, along the Westerly line of said Lot 1, a distance of 163 feet, to the Southwesterly corner thereof; thence North 87° 39' 39" East along the South line and its extension of said Lot 1, a distance of 210 feet to a point on the East line of the Northeast 1/4 of said Section 21; thence South 2° 20' 21" East, along the East line of the Northeast 1/4 of said Section 21, a distance of 19.46 feet, to the Southeast corner thereof; thence South 1° 50' 03" East, along the East line of the Southeast 1/4 of said Section 21, a distance of 30.54 feet; thence South 87° 39' 39" West, a distance of 223.70 feet; thence North 9° 23' 14" West, a distance of 127.91 feet; thence South 80° 36' 46" West, a distance of 30 feet; thence North 9° 23' 14" West, a distance of 79.52 feet; thence North 17° 21' 34" West, a distance of 370.61 feet; thence North 35° 20' West, a distance of 194.09 feet; thence North 49° 04' 23" East, a distance of 19.76 feet; thence North 40° 55' 37" West, a distance of 198.40 feet; thence South 66° 15' 27" West, a distance of 18.60 feet; thence North 23° 44' 33" West, a distance of 210 feet; thence North 66° 15' 27" East, a distance of 30 feet; thence North 23° 44' 33" West, a distance of 757.50 feet; thence North 79° 30' 40" West, a distance of 248.11 feet; thence South 49° West, a distance of 350 feet; thence South 24° 30' West, a distance of 235 feet; thence South 5° West, a distance of 190 feet; thence South 14° West, a distance of 875 feet; thence South 70° 45' West, a distance of 880 feet, to the true point of beginning of subject tract, subject to the existing roads, if any.

1360464 ✓ ORIGINAL COPY

WARRANTY DEED (Kansas Statutory Form)

Record in my office this ____, A. D., 19____ County Clerk.

CHARLES A. JONES AND VIRGINIA OTT JONES, husband and wife in consideration of and in order to promote the public welfare and intending to make an absolute and irrevocable gift and bequest to the City of Leawood, Kansas, for park purposes, does hereby:
CONVEY s AND WARRANT s TO

CITY OF LEAWOOD

all the following described REAL ESTATE in the County of Johnson

and the State of Kansas, to-wit:

All that part of the Northeast 1/4 of Section 21, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Northeast corner of the Northeast 1/4 of said Section 21; thence South 87° 56' 01" West, along the North line of the Northeast 1/4 of said Section 21, a distance of 400 feet, to the true point of beginning of subject tract; thence continuing South 87° 56' 01" West, along the North line of the Northeast 1/4 of said Section 21, a distance of 977.93 feet; thence South 1° 24' 40" East, a distance of 73.12 feet, to a point of curvature; thence Southerly, Southwesterly and Westerly, along a curve to the right, having a radius of 620.14 feet and a central angle of 86° 30' 44" a distance of 936.37 feet, to a point of tangency; thence South 85° 06' 04" West a distance of 687.73 feet, to a point on the West line of the Northeast 1/4 of said Section 21; thence South 2° 07' 32" East, along the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 21, a distance of 175.21 feet to a point 434 feet North of the Southwest corner thereof; thence North 85° 06' 04" East, a distance of 470.65 feet; thence South 10° 11' 05" East, a distance of 176 feet, to a point 283.18 feet North of the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 21; thence North 87° 57' 07" East, along a line 283.18 feet North of and parallel to the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 21, a distance of 418.72 feet; thence North 24° 27' 07" East, a distance of 302.87 feet; thence South 72° 35' 53" East, a distance of 205.02 feet; thence North 25° 39' 37" East, a distance of 241.41 feet; thence North 11° 35' 37" East, a distance of 352.90 feet; thence North 48° 01' 37" East, a distance of 140.71 feet; thence South 88° 01' 53" East, a distance of 296.34 feet; thence North 52° 13' 10" East, a distance of 97.68 feet, to a point 735 feet West of the East line of the Northeast 1/4 of said Section 21; thence North 2° 20' 21" West, along a line 735 feet West of and parallel to the East line of the Northeast 1/4 of said Section 21, a distance of 9.87 feet; thence North 63° 45' 04" East, a distance of 366.45 feet, to the true point of Beginning, of subject tract, except that part in roads.

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Dated March 8, 1982

Charles A. Jones

STATE OF KANSAS, Johnson COUNTY, ss

Virginia Ott Jones

BE IT REMEMBERED, That on this 8th day of March A. D. 1982, before me, the undersigned, a notary public in and for the County and State aforesaid, came

Charles A. Jones and Virginia Ott Jones, husband and wife

Entered in Transfer Record
7 Day of Apr AD 1982
DONALD J. CURRY
Tmp Johnson County Clerk

who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

CYNTHIA D. SNYDER
NOTARY PUBLIC
JOHNSON COUNTY, KANSAS
My Appt. Exp. 2-27-84
~~Term expires~~

Cynthia D. Snyder
Notary Public.

February 27, 1984

STATE OF _____ } ss.
_____ County,

This instrument was filed for record on the
STATE OF KANSAS } SS
COUNTY OF JOHNSON
FILED FOR RECORD
_____ day of _____, A. D., 19____,

at 1982 MAR 7 PM 3 50 o'clock ____ M., and duly recorded

in book 10 of _____

RUBIE M. SCOTT
REGISTER OF DEEDS

at page _____

BY _____ DEP.

Register of Deeds.

Deputy.

Fees, $_____

001G (This form is printed by the Bar Association of the State of Kansas solely for the use of its Members)

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1360474

Corporation Deed (General Warranty)

STATE OF KANSAS, COUNTY OF JOHNSON } SS.

This instrument was filed for record on the _____ day of _____ A.D. 19____, at _____ o'clock ____M., and duly recorded in Book 3 558 of Deeds, at page 100

RUBIE H. SCOTT
REGISTER OF DEEDS
Register of Deeds.

By BY _____ DEP Deputy.

FEES

Register of Deeds, for recording, ...$_____

County Clerk, for Transfer

Total, $_____

Entered in Transfer Record _____ in my office, this 7 day of April A.D., 1982.

DONALD J. CURRY, Johnson County Clerk

County Clerk.

THIS INDENTURE, Made this _____ day of _____ A. D., 19____, between The Children's Mercy Hospital, a Pro-forma Corporation

a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri and having its principal place of business at Kansas City, in the State of Missouri of the first part, and City of Leawood

_____ of Johnson County, in the State of Kansas of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of One dollar and other valuable consideration and ____/100 DOLLARS the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell, and convey unto said party of the second part, or ~~xxxx~~ heirs and assigns, all the following-described real estate, situated in Johnson County and State of Kansas, to wit:

All that part of the Northeast Quarter of Section 21, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 21; thence South 87°56'01" West, along the North line of the Northeast Quarter of said Section 21, a distance of 335 feet, to the true point of beginning of subject tract; thence continuing South 87°56'01" West, along the North line of the Northeast Quarter of said Section 21, a distance of 65 feet; thence South 63°45'04" West, a distance of 366.45 feet, to a point 735 feet West of the East line of the Northeast Quarter of said Section 21; thence South 2°20'21" East, along a line 735 feet West of and parallel to the East line of the Northeast Quarter of said Section 21, a distance of 189.10 feet; thence North 47°31'15" East, a distance of 523.24 feet, to the true point of beginning of subject tract, except that part in roads.

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TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And said grantor for itself, its successors and assigns, does hereby covenant, promise and agree, to and with said party of the second part, that at the delivery of these presents it is lawfully seized in its own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever;

and that it will warrant and forever defend the same unto said party of the second part, or ~~xxxxxx~~ assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part has hereunto caused this Deed to be signed on its behalf by its _____ President thereunto duly authorized so to do, and has caused its corporate seal to be hereunto affixed the day and year first above written.

The Children's Mercy Hospital

(Corporate Seal)

By _____ President

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(This form is printed by the Kansas Bar Association solely for the use of its Members)

CORPORATION DEED
GENERAL WARRANTY

FROM

TO

THE KANSAS BAR ASSOCIATION

KANSAS BAR ASSOCIATION 1882

STATE OF Missouri, Jackson COUNTY, ss.

BE IT REMEMBERED, That on this 11th day of March A.D. 1982 before me, the undersigned, a Notary Public in and for the County and State aforesaid came HERMAN SUTHERLAND President of THE CHILDREN'S MERCY HOSPITAL a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal the day and year last above mentioned.

Marjorie S. Croy Notary Public.

(SEAL) MARJORIE S. CROY NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

Term expires _____, 19____

MARJORIE S. CROY
Notary Public, State of Missouri
Commissioned In Cass County
My Commission Expires May 30, 1982

1360466

WARRANTY DEED (Kansas Statutory Form)

Entered in Transfer Record in my office this ____ day of _____, A. D., 19____

_____ County Clerk.

FRANK S. MORGAN, a single man, in consideration of and in order to promote the public welfare and intending to make an absolute and irrevocable gift and bequest to the City of Leawood, Kansas, for park purposes, does hereby:

CONVEY ____ AND WARRANT ____ TO

CITY OF LEAWOOD

all the following described REAL ESTATE in the County of Johnson and the State of Kansas, to-wit:

~~See attached page 1-A~~

for the sum of One Dollar and other valuable consideration.

EXCEPT AND SUBJECT TO: all easements, restrictions, reservations and covenants of record, if any.

VOL 1751 PAGE 56

Dated April 1, 1982

Frank S. Morgan

Frank S. Morgan

STATE OF KANSAS, Johnson COUNTY, ss

BE IT REMEMBERED, That on this 1st day of April A. D. 1982, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Frank S. Morgan

Entered in Transfer Record
7 Day of Apr AD 1982
DONALD J. CURRY
Johnson County Clerk

who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Debra J. Michael
Notary Public.

Term expires Jan 28, 1985

15.00

STATE OF _____ County, } ss.

This instrument was filed for record on the ____ day of _____, A. D., 19____, at ____ o'clock ____ M., and duly recorded in book ____ of ____ at page ____

STATE OF KANSAS COUNTY OF JOHNSON } SS FILED FOR RECORD 1982 APR 7 PM 3 51 .0

15.00

PUBLIC H. SCOTT REGISTER OF DEEDS

BY _____ DEP. Register of Deeds.

Deputy.

Fees, $_____

001G (This form is printed by the Bar Association of the State of Kansas solely for the use of its Members)

VOL 1751 PAGE 57

All that part of the Southeast 1/4 of Section 16, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Northeast corner of the Southeast 1/4 of said Section 16; thence South 1° 23' 35" East, along the East line of the Southeast 1/4 of said Section 16, a distance of 602.07 feet; thence South 28° 36' 25" West, a distance of 350 feet, to a point 175 feet West of the East line of the Southeast 1/4 of said Section 16, thence South 1° 23' 35" East, along a line 175 feet Westof and parallel to the East line of the Southeast 1/4 of said Section 16, a distance of 1120 feet; thence South 13° 33' 32" West, a distance of 310 feet, to a point 255 feet Westof the East line of the Southeast 1/4 of said Section 16, as measured along a line parallel to the South line of the Southeast 1/4 of said Section 16; and 346.50 feet North of the South line of the Southeast 1/4 of said Section 16, as measured along a line parallel to the East line of the Southeast 1/4 of said Section 16; thence South 87° 56' 01" West, along a line parallel to the South line of the Southeast 1/4 of said Section 16, a distance of 65 feet, to a point 320 feet West of the East line of the Southeast 1/4 of said Section 16, as measured along a line parallel to the South line thereof; thence North 1° 44' 01" East, a distance of 175 feet; thence North 53° 33' 59" West, a distance of 190 feet; thence South 68° 52' 01" West, a distance of 330 feet; thence North 82° 54' 59" West, a distance of 165 feet; thence North 46° 47' 59" West, a distance of 90 feet; thence North 21° 05' 59" West, a distance of 143 feet; thence North 1° 10' 01" East, a distance of 175 feet; thence North 24 43' 01" East, a distance of 145.50 feet; thence South 89° 28' 12" West, a distance of 204.49 feet; thence North 14° 24' East, a distance of 1214.64 feet, to a point of curvature; thence Northeasterly along a curve to the right, having a radius of 850 feet and a central angle of 36° 12' 12", a distance of 537.09 feet, to a point on the North line of the Southeast of said Section 16; thence N 87° 48' 29" East, along the North line of the Southeast 1/4 of said Section 16, a distance of 554.16 feet, to the point of beginning, except that part in roads.

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1360469

WARRANTY DEED

HALLMARK FARM ASSOCIATES, a Kansas general partnership, GRANTOR (by Donald J. Hall, Barbara Hall Marshall and Elizabeth Ann Reid, the only partners thereof), for the sum of ONE DOLLAR and other valuable considerations, CONVEYS AND WARRANTS TO the CITY OF LEAWOOD, KANSAS, GRANTEE, for use solely as a right-of-way for a public road, street or boulevard, all the following described real estate in the County of Johnson and the State of Kansas, to-wit:

All that part of the Southwest 1/4 of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Southwest 1/4 of said Section 10; thence North 87° 50' 04" East, along the South line of the Southwest 1/4 of said Section 10, a distance of 1590 feet, to the true point of beginning of subject tract; thence North 2° 09' 56" West a distance of 24.49 feet, to a point of curvature; thence Northerly and Northwesterly, along a curve to the left, having a radius of 354.83 feet, and a central angle of 64° 49' 42", a distance of 401.48 feet; thence North 80° 27' 01" East, a distance of 41.13 feet; thence North 87° 34' 04" East, a distance of 85 feet; thence South 75° 27' 56" East, a distance of 317 feet; thence South 86° 00' 56" East, a distance of 170 feet; thence South 2° 09' 56" East, a distance of 242 feet, to a point on the South line of the Southwest 1/4 of said Section 10; thence South 87° 50' 04" West, along the South line of the Southwest 1/4 of said Section 10, a distance of 394.53 feet to the true point of beginning of subject tract, except part in roads.

Except and subject to all easements, restrictions, reservations and covenants of record, if any.

Grantee, by accepting this conveyance, covenants and agrees that the above-described real estate shall be used solely as a right-of-way for the construction, maintenance and use of a limited access public street, boulevard or parkway, and that no other use shall be permitted without the written consent of Grantor, its successors and assigns.

IN WITNESS WHEREOF, Donald J. Hall and Barbara Hall Marshall have subscribed their names and Donald J. Hall by virtue of a Power of Attorney executed March 6, 1961, by Elizabeth Ann Reid, and recorded March 15, 1961, by the Register of Deeds for Johnson County, Kansas, in Misc. Book 118 at page 20 as Document No. 618676, has hereunto subscribed his name as Attorney in Fact for said Elizabeth Ann Reid, this 7th day of April, 1982.

HALLMARK FARM ASSOCIATES,
a Kansas general partnership

Donald J. Hall
Donald J. Hall, Partner

Barbara Hall Marshall
Barbara Hall Marshall,
Partner

Donald J. Hall
Donald J. Hall, Attorney
in Fact for Elizabeth Ann
Reid, Partner

Entered In Transfer Record
7 Day of April AD 1982
DONALD J. CURRY
Johnson County Clerk

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1982 APR 7 PM 3 52 9
8.00

ROGIE M. SCOTT
REGISTER OF DEEDS
BY _____ DEP.

8.00

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 1st day of April, 1982, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came DONALD J. HALL and BARBARA HALL MARSHALL, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same.

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

Notary Public

JOY FRANCIS
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires Sept. 30, 1984

My Commission expires _____.

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 1st day of April, 1982, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came DONALD J. HALL, Attorney in Fact for ELIZABETH ANN REID, who is personally known to me to be the person who executed the foregoing instrument of writing as Attorney in Fact for said ELIZABETH ANN REID, and such person duly acknowledged the execution of the same as such Attorney in Fact as the act and deed of said ELIZABETH ANN REID.

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

Notary Public

JOY FRANCIS
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires Sept. 30, 1984

My Commission expires _____.

1360463

WARRANTY DEED

HALLMARK FARM ASSOCIATES, a Kansas general partnership, GRANTOR (by Donald J. Hall, Barbara Hall Marshall and Elizabeth Ann Reid, the only partners thereof), for the sum of ONE DOLLAR and other valuable considerations, CONVEYS AND WARRANTS TO the CITY OF LEAWOOD, KANSAS, GRANTEE, for use solely as a public park, all of the following described tracts of real estate in the County of Johnson and the State of Kansas, to-wit:

TRACT ONE:

All that part of the Southwest 1/4 of Section 15, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Northwest corner of the Southwest 1/4 of said Section 15; thence North 87° 52' 11" East, along the North line of the Southwest 1/4 of said Section 15, a distance of 1325.29 feet, to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 15, said point also being the true point of beginning of subject tract; thence continuing North 87° 52' 11" East, along the North line of the Southwest 1/4 of said Section 15, a distance of 215.02 feet; thence South 18° 12' West, a distance of 371.70 feet; thence South 46° 27' East, a distance of 176.74 feet, to a point 475 feet South of the North line of the Southwest 1/4 of said Section 15; thence South 87° 52' 11" West, a distance of 215.02 feet to a point on the West line of the Northeast 1/4 of the Southwest 1/4 of said Section 15; thence North 1° 26' 53" West, along the West line of the Northeast 1/4 of the Southwest 1/4 of said Section 15, a distance of 475.03 feet, to the true point of beginning of subject tract.

TRACT TWO:

All that part of the Southwest 1/4 of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Southwest 1/4 of said Section 10; thence North 87° 50' 04" East, along the South line of the Southwest 1/4 of said Section 10, a distance of 1324.28 feet, to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 10, said point also being the true point of beginning of subject tract; thence continuing North 87° 50' 04" East, along the South line of the Southwest 1/4 of said Section 10, a distance of 265.72 feet; thence North 2° 09' 56" West, a distance of 24.49 feet, to a point of curvature; thence Northerly and Northwesterly, along a curve to the left, having a radius of 354.83 feet, and a central angle of 64° 49' 42", a distance of 401.48 feet; thence South 80° 27' 01" West, a distance of 60.89 feet to a point on the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 10; thence South 1° 55' 29" East, along the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 10, a distance of 337.80 feet, to the true point of beginning of subject tract except part in roads.

TRACT THREE:

All that part of the Southeast 1/4 of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Southeast 1/4 of said Section 10; thence North 1° 56' 43" West, along the West line of the Southeast 1/4 of said Section 10, a distance of 953.25 feet, to the true point of beginning of subject tract; thence continuing North 1° 56' 43" West, along the West line of the Southeast 1/4 of said Section 10, a distance of 231.72 feet, to a point 145.68 feet South of the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 10; thence North 66° 23' 24" East, a distance of 100.50 feet; thence North 74° 04' 21" East, a distance of 62.60 feet; thence South 89° 51' 42" East, a distance of 111.14 feet; thence South 66° 54' 07" East, a distance of 25.78 feet; thence South 63° 16' 26" East, a distance of 53.95 feet; thence South 23° 31' 56" East, a distance of 95.85 feet; thence South 65° 31' 23" West, a distance of 401.84 feet to the true point of beginning of subject tract.

Entered In Transfer Record
7 Day of April AD 1982
DONALD J. CURRY
Johnson County Clerk

xcept and subject to all easements, restrictions, reservations and covenants of record, if any.

Grantee, by accepting this conveyance, covenants and agrees that the above-described real estate shall be used solely for public park purposes, and that no other use shall be permitted without the written consent of Grantor, its successors and assigns.

IN WITNESS WHEREOF, Donald J. Hall and Barbara Hall Marshall have subscribed their names and Donald J. Hall by virtue of a Power of Attorney executed March 6, 1961, by Elizabeth Ann Reid, and recorded March 15, 1961, by the Register of Deeds for Johnson County, Kansas, in Misc. Book 118 at page 20 as Document No. 618676, has hereunto subscribed his name as Attorney in Fact for said Elizabeth Ann Reid, this 1st day of April, 1982.

HALLMARK FARM ASSOCIATES,
a Kansas general partnership

Donald J. Hall
Donald J. Hall, Partner

Barbara Hall Marshall
Barbara Hall Marshall,
Partner

Donald J. Hall
Donald J. Hall, Attorney
in Fact for Elizabeth Ann
Reid, Partner

STATE OF KANSAS }ss
COUNTY OF JOHNSON
FILED FOR RECORD

1982 APR 7 PM 3 49 9
12.00
SUDIE H. SCOTT
REGISTER OF DEEDS
BY _____ DEP.

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 1st day of April, 1982, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came DONALD J. HALL and BARBARA HALL MARSHALL, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same.

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

JOY FRANCIS
NOTARY PUBLIC
NOTARY SEAL
STATE OF MISSOURI

JOY FRANCIS
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires Sept. 30, 1984

Joy Francis
Notary Public

My Commission expires _____.

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 1st day of April, 1982, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came DONALD J. HALL, Attorney in Fact for ELIZABETH ANN REID, who is personally known to me to be the person who executed the foregoing instrument of writing as Attorney in Fact for said ELIZABETH ANN REID, and such person duly acknowledged the execution of the same as such Attorney in Fact as the act and deed of said ELIZABETH ANN REID.

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

JOY FRANCIS
NOTARY PUBLIC
NOTARY SEAL
STATE OF MISSOURI

JOY FRANCIS
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires Sept. 30, 1984

Joy Francis
Notary Public

My Commission expires _____.

Refile 1360925 1360471

This Instrument filed by LAND TITLE CORPORATION

WARRANTY DEED (Kansas Statutory Form)

Entered in Transfer Record in my office this 7 day of Apr, A. D., 1982
DONALD J. CURRY, Johnson County Clerk
County Clerk. Tmp

LEAH and ROBERT SEIFFER

CONVEY ____ AND WARRANT ____ TO

City of Lenwood

STATE OF KANSAS } SS
COUNTY OF JOHNSON
FILED FOR RECORD

all the following described REAL ESTATE in the County of

and the State of Kansas, to-wit:

[redacted]

1982 APR 13 AM 10 35 .7

7.50

NADINE M. SCOTT
REGISTER OF DEEDS

BY _____ DEP.

THIS DEED IS BEING REFILED ADDING ATTACHED EXHIBIT "A" TO CORRECT LEGAL DESCRIPTION.

for the sum of One dollar and other valuable consideration.

EXCEPT AND SUBJECT TO: all easements, restrictions, reservations and covenants of record, if any.

Dated March 30, 1982

Leah Seiffer
Robert Seiffer

STATE OF ~~KANSAS~~ Missouri, Jackson COUNTY, ss

BE IT REMEMBERED, That on this 30th day of March A. D. 1982, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Leah Seiffer
Robert Seiffer

Entered in Transfer Record
7 Day of Apr AD 1982
DONALD J. CURRY
Tmp Johnson County Clerk

who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

Joan M. Rizz
Notary Public.

Term expires January 26, 1985

STATE OF _____ } ss.
_____ County,

This instrument was filed for record on the _____ day of _____, A. D., 19___, at _____ o'clock ___ M. and duly recorded in book _____ of _____ at page _____

STATE OF KANSAS } SS
COUNTY OF JOHNSON
FILED FOR RECORD
1982 APR 7 PM 3 53 .8

NADINE M. SCOTT
REGISTER OF DEEDS

BY _____ DEP.

Register of Deeds.

Deputy.

Fees, $_____

001G (This form is printed by the Bar Association of the State of Kansas solely for the use of its Members)

All that part of the Northwest Quarter of Section 15, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Section 15; thence North 1°27'33" West, along the West line of the Northwest Quarter of said Section 15, a distance of 206.05 feet; thence North 74° 37'30" East, a distance of 284.25 feet, to a point of curvature; thence Northeasterly and Northerly, along a curve to the left having a radius of 650 feet, and a central angle of 74°39'40", a distance of 847 feet, to a point of tangency; thence North 0°02'10" West, a distance of 185.02 feet, to a point of curvature; thence Northerly and Northeasterly, along a curve to the right, having a radius of 1100 feet, and a central angle of 26°12'53", a distance of 503.28 feet, to a point of tangency; thence North 26°10'43" East, a distance of 517.59 feet, to a point of curvature; thence Northeasterly, along a curve to the right, having a radius of 1812.50 feet, and a central angle of 9°31'38", a distance of 301.39 feet, to a point of reverse curvature; thence Northeasterly, along a curve to the left, having a radius of 1812.50 feet, a central angle of 9°31'38", and whose initial tangent bearing is North 35°42'21" East, a distance of 301.39 feet, to a point of compound curvature; thence Northeasterly and Northerly, along a curve to the left, having a radius of 250 feet, a central angle of 28°20' 39", and whose initial tangent bearing is North 26°10'43" East, a distance of 123.68 feet, to a point of tangency; thence North 2° 09'56" West, a distance of 40 feet, to a point on the North line of the Northwest Quarter of said Section 15; thence North 87°50'04" East, along the North line of the Northwest Quarter of said Section 15, a distance of 783.55 feet, to a point 375 feet West of the Northeast corner thereof, as measured along said North line; thence South 5°35'10" West, a distance of 1020.18 feet; thence South 60° 32' West, a distance of 186.60 feet; thence South 28°10' West, a distance of 966.50 feet; thence South 9°30' West, a distance of 315.53 feet; thence South 14° East, a distance of 435 feet, to a point on the South line of the Northwest Quarter of said Section 15, and 1110.28 feet West of the Southeast corner thereof, as measured along said South line; thence South 87°52'11" West, along the South line of the Northwest Quarter of said Section 15, a distance of 1540.30 feet, to the point of beginning. AND

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All that part of the Northwest Quarter of the Southwest Quarter of Section 15, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 15; thence North 87°52'11" East, along the North line of the Southwest Quarter of said Section 15, a distance of 1325.29 feet, to the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 15; thence South 1°26'53" East, along the East line of the Northwest Quarter of the Southwest Quarter of said Section 15, a distance of 475.03 feet; thence South 49° West, a distance of 337.55 feet; thence North 57°20' West, a distance of 677.48 feet; thence South 57°10' West, a distance of 591.10 feet, to a point on the West line of the Southwest Quarter of said Section 15; thence North 1°23'35" West, along the West line of the Southwest Quarter of said Section 15, a distance of 602.07 feet, to the point of beginning.

Exhibit "A"

This instrument filed by LAND TITLE OF ... 1360926 1360473

Corporation Deed (General Warranty)

STATE OF KANSAS, County, } ss.
This instrument was filed for record on the _____ day of _____ A.D. 19____, at _____ o'clock ____ M., and duly recorded in Book _____ of Deeds, at page _____.

_____
Register of Deeds.
By _____ Deputy.

FEES
Register of Deeds, for recording, ...$_____
County Clerk, for Transfer
Total, $_____

Entered in Transfer Record _____ in my office this 7 day of Apr A.D., 19 82
DONALD J. CURRY, Johnson County Clerk
County Clerk.

THIS INDENTURE, Made this _____ day of A. D., 19____, between Gordon Realty Company, Inc. a Missouri Corporation a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri and having its principal place of business at _____, in the State of Missouri of the first part, and City of Leawood _____ of Johnson County, in the State of Kansas of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of One Dollar and other valuable consideration and ____/100 DOLLARS the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell, and convey unto said party of the second part, or heirs and assigns, all the following-described real estate, situated in Johnson County and State of Kansas, to wit:

THIS DEED IS BEING REFILED ADDING ATTACHED EXHIBIT "A" TO CORRECT THE LEGAL DESCRIPTION.

STATE OF KANSAS } SS
COUNTY OF JOHNSON
FILED FOR RECORD

1982 APR 13 AM 10 36 .7

8.50
RUBIE M. SCOTT
REGISTER OF DEEDS
BY _____ DEP.

Subject to all easements, restrictions, reservations and covenants of record, if any.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And said grantor for itself, its successors and assigns, does hereby covenant, promise and agree, to and with said party ____ of the second part, that at the delivery of these presents it is lawfully seized in its own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever;

and that it will warrant and forever defend the same unto said party of the second part, or heirs and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part has hereunto caused this Deed to be signed on its behalf by its ____ President thereunto duly authorized so to do, and has caused its corporate seal to be hereunto affixed the day and year first above written.

Gordon Realty Company, Inc.

(Corporate Seal)

By Marshall Gordon
President

Entered in Transfer Record
13 Day of Apr AD 1982
DONALD J. CURRY
Johnson County Clerk

(This form is reprinted by the Kansas Bar Association solely for the use of its Members)

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CORPORATION DEED
GENERAL WARRANTY

FROM

TO

THE KANSAS BAR ASSOCIATION

KANSAS BAR ASSOCIATION 1882

STATE OF Missouri, Jackson COUNTY, ss.

BE IT REMEMBERED, That on this 30th day of March A.D. 1982 before me, the undersigned, a Notary Public in and for the County and State aforesaid came Marshall Gordon President of Gordon Realty Company, Inc. a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal the day and year last above mentioned.

Joan M. Rigg Notary Public.

(SEAL)

Term expires Jan. 26, 1985

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1982 APR 7 PM 3 54 .6

RUBIE H. SCOTT
REGISTER OF DEEDS

BY _____ DEP.

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All that part of the Northwest Quarter of Section 15, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Section 15; thence North 1°27'33" West, along the West line of the Northwest Quarter of said Section 15, a distance of 206.05 feet; thence North 74° 37'30" East, a distance of 284.25 feet, to a point of curvature; thence Northeasterly and Northerly, along a curve to the left having a radius of 650 feet, and a central angle of 74°39'40", a distance of 847 feet, to a point of tangency; thence North 0°02'10" West, a distance of 185.02 feet, to a point of curvature; thence Northerly and Northeasterly, along a curve to the right, having a radius of 1100 feet, and a central angle of 26°12'53", a distance of 503.28 feet, to a point of tangency; thence North 26°10'43" East, a distance of 517.59 feet, to a point of curvature; thence Northeasterly, along a curve to the right, having a radius of 1812.50 feet, and a central angle of 9°31'38", a distance of 301.39 feet, to a point of reverse curvature; thence Northeasterly, along a curve to the left, having a radius of 1812.50 feet, a central angle of 9°31'38", and whose initial tangent bearing is North 35°42'21" East, a distance of 301.39 feet, to a point of compound curvature; thence Northeasterly and Northerly, along a curve to the left, having a radius of 250 feet, a central angle of 28°20' 39", and whose initial tangent bearing is North 26°10'43" East, a distance of 123.68 feet, to a point of tangency; thence North 2° 09'56" West, a distance of 40 feet, to a point on the North line of the Northwest Quarter of said Section 15; thence North 87°50'04" East, along the North line of the Northwest Quarter of said Section 15, a distance of 783.55 feet, to a point 375 feet West of the Northeast corner thereof, as measured along said North line; thence South 5°35'10" West, a distance of 1020.18 feet; thence South 60° 32' West, a distance of 186.60 feet; thence South 28°10' West, a distance of 966.50 feet; thence South 9°30' West, a distance of 315.53 feet; thence South 14° East, a distance of 435 feet, to a point on the South line of the Northwest Quarter of said Section 15, and 1110.28 feet West of the Southeast corner thereof, as measured along said South line; thence South 87°52'11" West, along the South line of the Northwest Quarter of said Section 15, a distance of 1540.30 feet, to the point of beginning. AND

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VOL 1752 PAGE 20

All that part of the Northwest Quarter of the Southwest Quarter of Section 15, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 15; thence North 87°52'11" East, along the North line of the Southwest Quarter of said Section 15, a distance of 1325.29 feet, to the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 15; thence South 1°26'53" East, along the East line of the Northwest Quarter of the Southwest Quarter of said Section 15, a distance of 475.03 feet; thence South 49° West, a distance of 337.55 feet; thence North 57°20' West, a distance of 677.48 feet; thence South 57°10' West, a distance of 591.10 feet, to a point on the West line of the Southwest Quarter of said Section 15; thence North 1°23'35" West, along the West line of the Southwest Quarter of said Section 15, a distance of 602.07 feet, to the point of beginning.

Exhibit "A"

This Instrument Filed by
LAND TITLE CORPORATION

1360467

Refile 1360927

WARRANTY DEED (Kansas Statutory Form)

Entered in Transfer Record in my office this 13 day of Apr, A. D., 1982
DONALD J. CURRY, Johnson County Clerk
Tmp
County Clerk.

BARBARA S. SPACK

CONVEYS AND WARRANTS TO

City of Lenwood

all the following described REAL ESTATE in the County of Johnson

and the State of Kansas, to-wit:

[redacted]

THIS DEED IS BEING REFILED ADDING ATTACHED EXHIBIT A TO CORRECT LEGAL DESCRIPTION.

for the sum of One Dollar and other valuable consideration

EXCEPT AND SUBJECT TO: all restrictions, reservations and covenants of record, if any.

STATE OF KANSAS, COUNTY OF JOHNSON } SS
FILED FOR RECORD
1982 APR 13 AM 10 38
6.50
RUBIE M. SCOTT
REGISTER OF DEEDS
BY _____ DEP.

Entered in Transfer Record
7 Day of Apr AD 1982
DONALD J. CURRY
Tmp Johnson County Clerk

Dated March 31, 1982

Barbara S. Spack
BARBARA S. SPACK

STATE OF ~~KANSAS~~ California, San Francisco COUNTY, ss

BE IT REMEMBERED, That on this 31st day of March

A. D. 1982, before me, the undersigned, a

in and for the County and State aforesaid, came

Barbara A. Spack

OFFICIAL SEAL
DEBORAH KERESZTURY
Notary Public-California
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires Aug. 22, 1985

who personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Deborah Keresztury
Notary Public.

Term expires August 22, 1985

STATE OF _____ } ss.
_____ County,

This instrument was filed for record on the _____ day of _____, A. D., 19____,

STATE OF KANSAS } SS
COUNTY OF JOHNSON
FILED FOR RECORD
1982 APR 7 PM 3 51

at _____ o'clock ____ M., and duly recorded in book 1000 of _____ at page _____

RUBIE M. SCOTT
REGISTER OF DEEDS
BY _____ DEP.

Register of Deeds.

Deputy.

Fees, $_____

001G (This form is printed by the Bar Association of the State of Kansas solely for the use of its Members)

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Exhibit "A"

All that part of the Northwest Quarter of Section 15, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Section 15; thence North 1°27'33" West, along the West line of the Northwest Quarter of said Section 15, a distance of 206.05 feet; thence North 74° 37'30" East, a distance of 284.25 feet, to a point of curvature; thence Northeasterly and Northerly, along a curve to the left having a radius of 650 feet, and a central angle of 74°39'40", a distance of 847 feet, to a point of tangency; thence North 0°02'10" West, a distance of 185.02 feet, to a point of curvature; thence Northerly and Northeasterly, along a curve to the right, having a radius of 1100 feet, and a central angle of 26°12'53", a distance of 503.28 feet, to a point of tangency; thence North 26°10'43" East, a distance of 517.59 feet, to a point of curvature; thence Northeasterly, along a curve to the right, having a radius of 1812.50 feet, and a central angle of 9°31'38", a distance of 301.39 feet, to a point of reverse curvature; thence Northeasterly, along a curve to the left, having a radius of 1812.50 feet, a central angle of 9°31'38", and whose initial tangent bearing is North 35°42'21" East, a distance of 301.39 feet, to a point of compound curvature; thence Northeasterly and Northerly, along a curve to the left, having a radius of 250 feet, a central angle of 28°20' 39", and whose initial tangent bearing is North 26°10'43" East, a distance of 123.68 feet, to a point of tangency; thence North 2° 09'56" West, a distance of 40 feet, to a point on the North line of the Northwest Quarter of said Section 15; thence North 87°50'04" East, along the North line of the Northwest Quarter of said Section 15, a distance of 783.55 feet, to a point 375 feet West of the Northeast corner thereof, as measured along said North line; thence South 5°35'10" West, a distance of 1020.18 feet; thence South 60° 32' West, a distance of 186.60 feet; thence South 28°10' West, a distance of 966.50 feet; thence South 9°30' West, a distance of 315.53 feet; thence South 14° East, a distance of 435 feet, to a point on the South line of the Northwest Quarter of said Section 15, and 1110.28 feet West of the Southeast corner thereof, as measured along said South line; thence South 87°52'11" West, along the South line of the Northwest Quarter of said Section 15, a distance of 1540.30 feet, to the point of beginning.

VOL 1752 PAGE 24

All that part of the Northwest Quarter of the Southwest Quarter of Section 15, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 15; thence North 87°52'11" East, along the North line of the Southwest Quarter of said Section 15, a distance of 1325.29 feet, to the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 15; thence South 1°26'53" East, along the East line of the Northwest Quarter of the Southwest Quarter of said Section 15, a distance of 475.03 feet; thence South 49° West, a distance of 337.55 feet; thence North 57°20' West, a distance of 677.48 feet; thence South 57°10' West, a distance of 591.10 feet, to a point on the West line of the Southwest Quarter of said Section 15; thence North 1°23'35" West, along the West line of the Southwest Quarter of said Section 15, a distance of 602.07 feet, to the point of beginning. AND

VOL 1751 PAGE 67

1360461

Entered in Tran[illegible] Record
7 Day of April 19 82
DONALD J. CU[illegible]
Johnson County Clerk By

KANSAS WARRANTY DEED

THIS INDENTURE, made this 30TH day of March, 1982, by and between J. C. NICHOLS COMPANY, a Missouri corporation, duly authorized to do business in the State of Kansas, Party of the First Part and CITY OF LEAWOOD, a Municipal corporation, authorized to do business in the State of Kansas, Party of the Second Part,

WITNESSETH: That said Party of the First Part in consideration of the sum of Ten Dollars and other valuable and adequate consideration, the receipt of which is hereby acknowledged, does hereby by these presents, grant, bargain, sell and convey unto the said Party of the Second Part, or its successors or assigns, all of the following described real estate, situate in the County of Johnson, State of Kansas:

All that part of the NE¼ of Section 21, Township 13, Range 25, Johnson County, Kansas, more particularly described as follows:
BEGINNING at a point on the West line of the NE¼ of said Section 21, 170.00 feet North from the Southwest corner thereof, as measured along said West line; thence Easterly along a line at right angles to the West line of the NE¼ of said Section 21, a distance of 150.00 feet; thence Northeasterly along a line which deflects to the left 18°-00'-00" from the last described course, a distance of 115.51 feet; thence Northeasterly along a line which deflects to the left 44°-00'-00" from the last described course, a distance of 198.80 feet; thence Northeasterly along a line which deflects to the right 47°-20'-00" from the last described course, a distance of 460.14 feet; thence Northeasterly along a line which deflects to the left 57°-10'-30" from the last described course, a distance of 605.19 feet; thence Northerly along a line which deflects to the left 18°-05'-30" from the last described course, a distance of 537.85 feet to its intersection with a line 283.18 feet North of and parallel to the South line of the NW¼ of the NE¼ of said Section 21; thence Westerly along said parallel line, being at right angles to the last described course, a distance of 347.56 feet to its intersection with a line 640.00 feet East of and parallel to the West line of the NE¼ of said Section 21; thence Southerly along last said parallel line, deflecting to the left 90°-04'-00" from the last described course, a distance of 769.03 feet; thence continuing Southerly and Westerly along a curve to the right from the last described course as a tangent, having a radius of 325.00 feet; a distance of 510.51 feet; thence Westerly along a line tangent to the last described curve, a distance of 315.00 feet to a point on aforesaid West line of the NE¼ of said Section 21; thence Southerly along said West line, being at right angles to the last described course, a distance of 347.00 feet to the point of beginning. Except that part heretofore dedicated as Part of Roe Avenue.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tentaments, hereditaments and appurtenances thereunto belonging or in any wise appurtaining forever unto Party of the Second Part, its successors or assigns, BUT IF Party of the Second Part, or its successors or assigns use the above described real estate for other than park or recreational purposes, then and in that event the title to the said above described real estate shall automatically revert and vest in Party of the First Part, its successors and assigns.

Party of the First Part does hereby reserve unto itself, its successors and assigns an easement over, along, upon, under and across the real estate herein described including the right and privilege at any time and from time to time to enter on said easement and erect, construct, maintain, repair and relocate, poles, wires, markers, underground cables, conduits, pad mounted transformers and service pedestals and all appurtenances thereto, water and other fluid pipes, lines, mains, conduits or other facilities relating there unto, sanitary and storm sewer pipes, lines, mains, extensions and facilities relating thereunto and for the

10

rection, construction, maintenance and repair and relocation of any and all other utility functions or other such services including storm drainage or storm drainage facilities, together with the right and privilege at any time and from time to time to patrol said easement on or adjacent to said easement as may be necessary or desirable to maintain any appurtenances thereunto and also with the right of ingress and egress by reasonable routes across the above described real estate to and from said easement, the right to place surface markers and surface testing terminals on said easement, the right to clear and trim all trees, overhanging branches, roots, brush and other obstructions on or adjoining said easement as may be necessary during the construction, operation and maintenance of said easement or facilities along, over, upon, under and across said easement. Party of the First Part, in exercising any and all right under the easements herein reserved, agrees to restore the real estate to its original natural condition.

Said Party of the First Part, for its successors and assigns does hereby covenant, promise and agree to and with the said Party of the Second Part, that at delivery of these presents, J. C. Nichols Company is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind whatsoever, except for any and all easements, reservations, restrictions, covenants and community contracts of record, and any and all real estate taxes, assessments, including installments on special assessments, now encumbering the property not now delinquent, and that said J. C. Nichols Company will warrant and forever extend the same unto the said Party of the Second Part, or its successors or assigns, against said Party of the First Part, its successors and assigns, and all and every person or persons whatsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said Party of the First Part, the J. C. Nichols Company, has hereunto set its hand and seal the day and year first written above.

J. C. NICHOLS COMPANY CORPORATE SEAL MISSOURI

J. C. NICHOLS COMPANY

By Clarence L. Roeder

Clarence L. Roeder, Vice President

ATTEST:

Fred R. Gibson, Jr.

Fred R. Gibson, Jr., Assistant Secretary

STATE OF KANSAS }
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1982 APR 7 PM 3 48 .7

10.00

RUBY M. SCOTT
REGISTER OF DEEDS
BY_____DEP.

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BEFORE ME, the undersigned authority, personally appeared CLARENCE L. ROEDER and FRED R. GIBSON, JR. to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Vice President and Assistant Secretary of J. C. Nichols Company, a Missouri corporation, and severally acknowledged to and before me that they executed such instrument as such Vice President and Assistant Secretary respectively of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 5th day of March, 1982.

NOTARY PUBLIC NOTARY SEAL

Notary Public

My commission expires:

1360465

WARRANTY DEED (Kansas Statutory Form)

Entered in Transfer Record in my office this ____ day of _____, A. D., 19____

_____ County Clerk.

NINETY FIVE WEST COMPANY, a Missouri General Partnership in consideration of and in order to promote the public welfare and intending to make an absolute and irrevocable gift and bequest to the city of Leawood, Kansas, for park purposes, does hereby:

CONVEY s ___ AND WARRANT s ___ TO

CITY OF LEAWOOD

all the following described REAL ESTATE in the County of Johnson and the State of Kansas, to-wit:

~~See attached page 1-A~~

for the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION.

EXCEPT AND SUBJECT TO: all easements, restrictions, reservations and covenants of record, if any.

NINETY FIVE WEST COMPANY

W.E. Carr, Managing Partner

J.N. Fingersh, Managing Partner

Dated _____, 19 82

STATE OF KANSAS, Johnson COUNTY, ss

BE IT REMEMBERED, That on this 1st day of April, A. D. 19 82, before me, the undersigned, a notary public in and for the County and State aforesaid, came W. E. Carr and J. N. Fingersh, Managing Partners of NINETY FIVE WEST COMPANY

who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

Dorothy M. Guebert

(Dorothy M. Guebert) Notary Public.

Term expires July 12, 19 83

Entered in Transfer Record

7 Day of Apr AD 19 82

DONALD J. CURRY

Johnson County Clerk

STATE OF _____ } ss.

_____ County,

This instrument was filed for record on the _____ day of _____, A. D., 19____, at _____ o'clock ____ M., and duly recorded in book _____ of _____ at page _____

STATE OF KANSAS } SS
COUNTY OF JOHNSON
FILED FOR RECORD
1982 APR 7 PM 3 50 .7
REGISTER OF DEEDS

10.00

BY _____ DEP. Register of Deeds.

Deputy.

Fees, $_____

001G (This form is printed by the Bar Association of the State of Kansas solely for the use of its Members)

All that part of the Southeast 1/4 of Section 16, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Southeast 1/4 of said Section 16; thence North 1° 25' 45" West, along the West line of the Southeast 1/4 of said Section 16, a distance of 653.04 feet, to a point 653 feet North of the South line thereof; thence North 87° 56' 01" East, along a line 653 feet North of and parallel to the South line of the Southeast 1/4 of said Section 16, a distance of 1362.79 feet, to the true point of beginning of subject tract; thence continuing North 87° 56' 01" East, along a line 653 feet North of and parallel to the South line of the Southeast 1/4 of said Section 16, a distance of 283.86 feet; thence South 21° 05' 59" East, a distance of 33.07 feet; thence South 46° 47' 59" East, a distance of 90 feet; thence South 82° 54' 59" East, a distance of 165 feet; thence North 68° 52' 01" East, a distance of 330 feet; thence South 53° 33' 59" East, a distance of 190 feet; thence South 1° 44' 01" West, a distance of 175 feet; thence South 1° 23' 35" East, along a line parallel to the East line of the Southeast 1/4 of said Section 16, a distance of 346.50 feet, to a point on the South line and 320 feet West of the Southeast corner thereof; thence South 87° 56' 01" West, along the South line of the Southeast 1/4 of said Section 16, a distance of 1057.93 feet; thence North 1° 24' 40" West, a distance of 106.99 feet, to a point of curvature; thence Northerly and Northeasterly, along a curve to the right, having a radius of 550 feet and a central angle of 15° 48' 40", a distance of 151.78 feet, to a point of reverse curvature; thence Northeasterly along a curve to the left, having a radius of 1200 feet, a central angle of 11° 42' 57" and whose initial tangent bearing is North 14° 24' East, a distance of 245.38 feet, to a point of reverse curvature; thence Northeasterly, along a curve to the right, having a radius of 1200 feet, a central angle of 7° 31' 11" and whose initial tangent bearing is North 2° 41' 03" East, a distance of 157.49 feet to the true point of beginning of subject tract, except that part in road.

This Instrument Made by
LAND TITLE C...

1360978

Corporation Deed (General Warranty)

STATE OF KANSAS, County, } ss.

This instrument was filed for record on the _____ day of _____ A.D. 19___, at _____ o'clock ___ M., and duly recorded in Book _____ of Deeds, at page _____.

_____
Register of Deeds.

By _____ Deputy.

FEES
Register of Deeds,
for recording, ...$_____
County Clerk, for Transfer
Total, $_____

Entered in Transfer Record _____
in my office, this _____
day of _____ A.D., 19___.

_____
County Clerk.

Entered in Transfer Record
13 Day of April AD 19 82
RONALD J. CURRY
Johnson County C...

STATE OF KANSAS
COUNTY OF JOHNSON } S.S.
FILED FOR RECORD

1982 APR 13 PM 3 05 .0

800

BURNIE M. SCOTT
REGISTER OF DEEDS
BY _____ DEP.

THIS INDENTURE, Made this 7th day of April A. D., 19 82, between BUILDING MANAGEMENT CORPORATION, a Illinois Corporation

a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Illinois and having its principal place of business at 530 Slade Avenue, Elgin, in the State of Illinois of the first part, and City of Leawood

_____ of Johnson County, in the State of Kansas of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of One Dollar and other valuable consideration and ___/100 DOLLARS the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell, and convey unto said party of the second part, or ~~heirs and~~ assigns, all the following-described real estate, situated in Johnson County and State of Kansas, to wit:

~~See attached page 1-A~~

Subject to all easements, restrictions, reservations and covenants of record, if any.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And said grantor for itself, its successors and assigns, does hereby covenant, promise and agree, to and with said party of the second part, that at the delivery of these presents it is lawfully seized in its own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever;

and that it will warrant and forever defend the same unto said party of the second part, or ~~heirs and~~ assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part has hereunto caused this Deed to be signed on its behalf by its President thereunto duly authorized so to do, and has caused its corporate seal to be hereunto affixed the day and year first above written.

(Corporate Seal)

BUILDING MANAGEMENT CORPORATION

By Morrow B. Garrison
Morrow B. Garrison, President

(This form is printed by the Kansas Bar Association solely for the use of its Members)

CORPORATION DEED
GENERAL WARRANTY

FROM

BUILDING MANAGEMENT CORPORATION

TO

CITY OF LEAWOOD

THE KANSAS BAR ASSOCIATION

KANSAS BAR ASSOCIATION · 1882 ·

STATE OF Illinois, Cook COUNTY, ss.

BE IT REMEMBERED, That on this 7th day of April A.D. 19 82

before me, the undersigned, a Notary Public in and for the County and State aforesaid

came MORROW B. GARRISON President of BUILDING MANAGEMENT

CORPORATION a corporation duly organized, incorporated and existing under and by virtue of the laws of

Illinois, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal the day and year last above mentioned.

Robert V. Hogan Notary Public.

(SEAL)

Term expires March 4, 19 85

NOTARY PUBLIC COUNTY, ILL.

VOL 1752 PAGE 136

All that part of the Southeast 1/4 of Section 16, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Southeast 1/4 of said Section 16; thence North 1° 25' 45" West, along the West line of the Southeast 1/4 of said Section 16, a distance of 653.04 feet, to a point 653 feet North of the South line thereof; thence North 87° 56' 01" East, along a line 653 feet North of and parallel to the South line of the Southeast 1/4 of said Section 16, a distance of 1362.79 feet, to the true point of beginning of subject tract; thence continuing North 87° 56' 01" East, along a line 653 feet North of and parallel to the South line of the Southeast 1/4 of said Section 16, a distance of 283.86 feet thence North 21° 05' 59" West, a distance of 109.93 feet; thence North 1° 10' 01" East, a distance of 175 feet; thence North 24° 43' 01" East, a distance of 145.50 feet; thence South 89° 28' 12" West, a distance of 204.49 feet; thence South 14° 24' West, a distance of 342.97 feet, to a point of curvature; thence Southwesterly, along a curve to the left having a radius of 1200 feet and a central angle of 4° 11' 46" a distance of 87.88 feet, to the true point of beginning of subject tract.

acc

VC 1M No. 1178—Class E
Pomaree Stationery Co. 908 Walnut St., Kansas City, Mo.

This Instrument Prepared by
KANSAS TITLE CORPORATION

1361779

Kansas Special Warranty Deed

This Indenture, Made this 19 day of April, A. D., One Thousand Nine Hundred Eighty Two, by and between Marshall Long and Betty Clark Long, husband and wife

of North Palm Beach County, in State of Florida, parties of the first part

and City of Leawood

of Johnson County, in the State of Kansas party of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of One Dollar and other valuable consideration

to them duly paid, the receipt of which is hereby acknowledged, do by these presents, Sell and Convey unto the said party of the second part, it's successors and assigns, all of the grantor's interest in the following described lot, tract, or parcel of land, lying, being and situate in the County of Johnson and State of Kansas, to-wit:

See Exhibit A

Entered In Transfer Record
21 Day of Apr AD 1982
DONALD J. CURRY
Johnson County Clerk

except and subject to all restrictions, reservations, easements and covenants of record, if any

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. And said parties of the first part for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents, said interest in said premises is free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature or kind soever, by, through, or under said party of the first part

and that they will warrant and forever defend said interest unto the said party of the second part, it's successors and assigns, against said parties of the first part their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under the parties of the first part.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1982 APR 21 PM 2 43 4

7.00

RUBIE M. SCOTT
REGISTER OF DEEDS
BY _____ DEP.

Marshall Long [SEAL]
Marshall Long

[SEAL]

Betty Clark Long [SEAL]
Betty Clark Long

[SEAL]

VOL 1753 PAGE 928

KANSAS ACKNOWLEDGMENT

STATE OF MISSOURI
County of JACKSON } ss.

BE IT REMEMBERED, That on this 19th day of April A.D., 19 82 before me, the undersigned, a Notary Public in and for said County and State, came Marshall Long and Betty Clark Long who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

Sharon Irwin

SHARON IRWIN
Notary Public - State of Missouri
Commissioned in Platte County
My Commission Expires January 27, 1985

My commission expires January 27 19 85

VOL 1753 PAGE 930

KANSAS ACKNOWLEDGMENT

STATE OF
County of } ss.

BE IT REMEMBERED, That on this day of A.D., 19 before me, the undersigned, a Notary Public in and for said County and State, came

who personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

My commission expires 19

Warranty Deed

FROM

TO

Entered in Transfer Record in my office this 19
day of

County Clerk

STATE OF KANSAS, } ss.
County,

Received for Record on the
day of 19 , at o'clock
M., and duly Recorded in Book
of at Page

Register of Deeds.

Fee, $

EXHIBIT "A"

TRACT A:
All that part of the West 1/2 of the West 1/2 of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Southwest 1/4 of said Section 10; thence North 87° 50' 04" East, along the South line of the Southwest 1/4 of said Section 10, a distance of 1324.28 feet, to the Southeast corner of the West 1/2 of the West 1/2 of said Section 10; thence North 1° 55' 24" West, along the East line of the West 1/2 of the West 1/2 of said Section 10, a distance of 284.06 feet to the true point of beginning of subject tract; thence continuing North 1° 55' 24" West, along the East line of the West 1/2 of the West 1/2 of said Section 10, a distance of 53.74 feet, to a point 337.80 feet North of the South line thereof; thence South 87° 50' 04" West, along a line 337.80 feet North of and parallel to the South line of the Southwest 1/4 of said Section 10, a distance of 156.30 feet; thence South 73° 09' 56" East, a distance of 164.18 feet, to a point of curvature; thence Southeasterly, along a curve to the right, having a radius of 245.17 feet, and a central angle of 0° 12' 19", a distance of 0.88 feet to the true point of beginning of subject tract.

TRACT B:
All that part of the West 1/2 of the West 1/2 of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Southwest 1/4 of said Section 10; thence North 87° 50' 04" East, along the South line of the Southwest 1/4 of said Section 10, a distance of 1324.28 feet, to the Southeast corner of the West 1/2 of the West 1/2 of said Section 10; thence North 1° 55' 24" West, along the East line of the West 1/2 of the West 1/2 of said Section 10, a distance of 337.80' to point
337.80' North of the South line thereof; thence South 87° 50' 04" West, along a line 337.80 feet North of and parallel to the South line of the Southwest 1/4 of said Section 10, a distance of 260 feet, to a point 260 feet West of the East line of the West 1/2 of the West 1/2 of said Section 10; thence North 1° 55' 24" West, along a line 260 feet West of and parallel to the East line of the West 1/2 of the West 1/2 of said Section 10, a distance of 35.66 feet, to the true point of beginning of subject tract; thence North 73° 09' 56" West, a distance of 130 feet, to a point of curvature; thence Northwesterly, along a curve to the right, having a radius of 1205 feet, and a central angle of 22° 20'39", a distance of 469.92 feet, to a point on the existing Easterly right-of-way line of Mission Road, as established by the Plat of LONGWOOD FOREST, a subdivision of land now in the City of Leawood Johnson County, Kansas; thence Northwesterly along the Easterly right-of-way line of said Mission Road, said line being on a curve to the left, having a radius of 1080 feet, a central angle of 8° 01' 43" and whose initial tangent bearing is North 35° 37' 34" West, a distance of 151.34 feet, to a point of tangency; thence North 43° 39' 17" West, along the Easterly right-of-way line of said Mission Road, a distance of 498.70 feet to a point of curvature; thence Northwesterly, along the Easterly right-of-way line and its extension of said Mission Road, said line being on a curve to the right, having a radius of 520 feet, a central angle of 25° 47' 15" measure (25° 47' 33" plat), a distance of 234.04 feet measure (234.08 feet plat), to a point on the West line of the Northwest 1/4 of the Southwest 1/4 of said Section 10, and 18.14 feet North of the Southwest corner thereof, as measured along said West line; thence North 1° 52' 56" West, along the West line of the Northwest 1/4 of the Southwest 1/4 of said Section 10, a distance of 192.12 feet, to a point on the South line of the North 115 acres of the West 1/2 of the West 1/2 of said Section 10; thence North 87° 51' 49" East, along the South line of the North 115 acres of the West 1/2 of the West 1/2 of said Section 10, a distance of 400 feet; thence South 1° 55' East, a distance of 300 feet; thence South 31° 20' East, a distance of 207 feet; thence South 54° 50' East, a distance of 313 feet; thence South 56° 40' East, a distance of 203 feet; thence South 46° 30' East, a distance of 209.42 feet to a point 260 feet West of the East line of the West 1/2 of the West 1/2 of said Section 10; thence South 1° 55' 24" East, along a line 260 feet West of and parallel to the East line of the West 1/2 of the West 1/2 of said Section 10, a distance of 228.03 feet, to the true point of beginning of subject tract.

FORM NO. 1178—CLASS E Refile 1360924 1360470 Demaree Stationery Co., 908 Walnut St., Kansas City, Mo.

This Instrument filed by LAND TITLE CORPORATION

Kansas Special Warranty Deed

This Indenture, Made this 30th day of March, A. D., One Thousand Nine Hundred Eighty Two, by and between Marvin L. Rich, Executor for the Estate of Milton Gordon, a/k/a Milton Melvin Gordon

of Johnson County, in State of Kansas, party of the first part

and The City of Leawood, Kansas, A Municipal Corporation

of Johnson County, in the State of Kansas party of the second part.

WITNESSETH, That said part of the first part, in consideration of the sum of Ten and no/100 ----------($10.00)- DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, does these presents, Sell and Convey unto the said party of the second part, and its ~~heirs and~~ assigns, all of the grantor's interest in the following described lot, tract, or parcel of land, lying, being and situate in the County of Johnson and State of Kansas, to-wit:

See Attached Legal Description Exhibit A

THIS DEED IS BEING REFILED ADDING ATTACHED EXHIBIT "B" TO CORRECT THE LEGAL DESCRIPTION

Entered in Transfer Record
7 Day of Apr AD 1982
DONALD J. CURRY
Tmp Johnson County Clerk

STATE OF KANSAS } SS
COUNTY OF JOHNSON
FILED FOR RECORD

1982 APR 7 PM 3 53 .5
7.00
RUBIE M. SCOTT
REGISTER OF DEEDS
BY_____DEP.

STATE OF KANSAS } SS
COUNTY OF JOHNSON
FILED FOR RECORD

1982 APR 13 AM 10 35 .0
7.00
RUBIE M. SCOTT
REGISTER OF DEEDS
BY_____DEP.

Entered In Transfer Record
13 Day of Apr AD 1982
DONALD J. CURRY
Tmp Johnson County Clerk

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. And said party of the first part for his heirs, executors or administrators, does hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents, said interest in said premises is free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature or kind soever, by, through, or under said party of the first part

and that he will warrant and forever defend said interest unto the said party of the second part, and its ~~heirs and~~ assigns, against said party of the first part's heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under the party of the first part.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Marvin L. Rich, Executor
for the Estate of Milton Gordon
a/k/a Milton Melvin Gordon .....[SEAL]

Marvin Rich .....[SEAL]

.....[SEAL]

.....[SEAL]

Approved by Probate Court of Johnson County, Kansas, this ____ day, _____, 1982.

by:

Sam K. Bruner
Judge of District Court Probate Division

7.00

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VOL 1752 PAGE 15

KANSAS ACKNOWLEDGMENT

STATE OF Missouri } ss.
County of Jackson

BE IT REMEMBERED, That on this 30th day of March A.D., 19 82 before me, the undersigned, a Notary Public in and for said County and State, came Marvin K. Kirby Trustee

who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

Peggy D. Kirby
Notary Public

My commission expires Sept 9 19 87

SEAL
STATE OF MISSOURI

VOL 1751 PAGE 97
VOL 1752 PAGE 17

KANSAS ACKNOWLEDGMENT

STATE OF _____ } ss.
County of _____

BE IT REMEMBERED, That on this _____ day of _____ A.D., 19 ____ before me, the undersigned, a Notary Public in and for said County and State, came _____

who _____ personally known to me to be the same person _____ who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

_____

My commission expires _____ 19 ____ _____

Warranty Deed

FROM

TO

Entered in Transfer Record in my office this _____ day of _____ 19 ____

County Clerk

STATE OF KANSAS, } ss.
_____ County,

Received for Record on the _____ day of _____ 19 ____, at _____ o'clock _____ M., and duly Recorded in Book _____ of _____ at Page _____

Register of Deeds.

Fee, $ _____

Legal Discription

EXHIBIT A

All that part of the Northwest Quarter of Section 15, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Section 15; thence North 1°27'33" West, along the West line of the Northwest Quarter of said Section 15, a distance of 206.05 feet; thence North 74° 37'30" East, a distance of 284.25 feet, to a point of curvature; thence Northeasterly and Northerly, along a curve to the left having a radius of 650 feet, and a central angle of 74°39'40", a distance of 847 feet, to a point of tangency; thence North 0°02'10" West, a distance of 185.02 feet, to a point of curvature; thence Northerly and Northeasterly, along a curve to the right, having a radius of 1100 feet, and a central angle of 26°12'53", a distance of 503.28 feet, to a point of tangency; thence North 26°10'43" East, a distance of 517.59 feet, to a point of curvature; thence Northeasterly, along a curve to the right, having a radius of 1812.50 feet, and a central angle of 9°31'38", a distance of 301.39 feet, to a point of reverse curvature; thence Northeasterly, along a curve to the left, having a radius of 1812.50 feet, a central angle of 9°31'38", and whose initial tangent bearing is North 35°42'21" East, a distance of 301.39 feet, to a point of compound curvature; thence Northeasterly and Northerly, along a curve to the left, having a radius of 250 feet, a central angle of 28°20' 39", and whose initial tangent bearing is North 26°10'43" East, a distance of 123.68 feet, to a point of tangency; thence North 2° 09'56" West, a distance of 40 feet, to a point on the North line of the Northwest Quarter of said Section 15; thence North 87°50'04" East, along the North line of the Northwest Quarter of said Section 15, a distance of 783.55 feet, to a point 375 feet West of the Northeast corner thereof, as measured along said North line; thence South 5°35'10" West, a distance of 1020.18 feet; thence South 60° 32' West, a distance of 186.60 feet; thence South 28°10' West, a distance of 966.50 feet; thence South 9°30' West, a distance of 315.53 feet; thence South 14° East, a distance of 435 feet, to a point on the South line of the Northwest Quarter of said Section 15, and 1110.28 feet West of the Southeast corner thereof, as measured along said South line; thence South 87°52'11" West, along the South line of the Northwest Quarter of said Section 15, a distance of 1540.30 feet, to the point of beginning. AND

All that part of the Northwest Quarter of the Southwest Quarter of Section 15, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Northwest corner of the Southwest Quarter of said Section 15; thence North 87°52'11" East, along the North line of the Southwest Quarter of said Section 15, a distance of 1325.29 feet, to the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 15; thence South 1°26'53" East, along the East line of the Northwest Quarter of the Southwest Quarter of said Section 15, a distance of 475.03 feet; thence South 49° West, a distance of 337.55 feet; thence North 57°20' West, a distance of 677.48 feet; thence South 57°10' West, a distance of 591.10 feet, to a point on the West line of the Southwest Quarter of said Section 15; thence North 1°23'35" West, along the West line of the Southwest Quarter of said Section 15, a distance of 602.07 feet, to the point of beginning.

Exhibit "B"

82-095 (1)

Form No. 1107—Class E

DEMAREE STATIONERY CO., 906 Walnut, Kansas City, Mo.

1360476

Kansas Warranty Deed

This Indenture, *Made this* *day of* *A. D., One Thousand Nine Hundred* eighty-two *by and between*

EUGENE EDWARD FiBUCH AND ANNETTE MARIE FiBUCH, aka Eugene E. Fibuch and Annette M. Fibuch, husband and wife

of Johnson *County, in the State of* Kansas *of the first part, and*

CITY OF LEAWOOD

of Johnson *County, in the State of* Kansas *of the second part,*

WITNESSETH: THAT SAID PART IES *OF THE FIRST PART, in consideration of the sum of* ONE DOLLAR AND OTHER VALUABLE CONSIDERATION ---------- *DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto the said part* y *of the second part,* or ~~XXXXXX~~ *heirs and assigns, all the following described real estate, situated in the County of* Johnson *and State of Kansas, to-wit:*

All that part of Lot 13, KINGS FOREST, a subdivision of land now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the most Westerly corner of said Lot 13; thence North 88° 42' 57" East, along the Northerly line of said Lot 13, a distance of 32 feet; thence South 22° 25' 46" East, a distance of 173.10 feet; thence South 31° 47' 57" East, a distance of 109.83 feet, to a point on the Southeasterly line of said Lot 13 and 41 feet Northeasterly of the most Southerly corner thereof, as measured along said Southeasterly line; thence South 66° 43' 08" West, along the Southeasterly line of said Lot 13, a distance of 41 feet, to the most Southerly corner thereof; thence North 23° 44' 33" West, along the Southwesterly line of said Lot 13, a distance of 293.69 feet, to the point of beginning.

Subject to all easements, restrictions, reservations and covenants of record, if any.

Entered in Transfer Record
7 Day of April AD 1982
DONALD J. CURRY
Johnson County Clerk

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said parties of the first part *for* their *heirs, executors or administrators, do hereby covenant, promise and agree to and with said part* y *of the second part, that at the delivery of these presents* they are *lawfully seized in* their *own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever:*

and that they *will warrant and forever defend the same unto the said part* y *of the second part,* or ~~heirs and~~ *assigns, against said part* ies *of the first part,* their *heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.*

IN WITNESS WHEREOF, The said part ies *of the first part ha* ve *hereunto set* their *hand* s *the day and year first above written.*

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1982 APR 7 PM 3 56 .2

RUBIE M. SCOTT
REGISTER OF DEEDS
BY _____ DEP.

Eugene E. Fibuch

Eugene E. Fibuch

Annette M. Fibrick

Annette M. Fibuch

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KANSAS ACKNOWLEDGEMENT

STATE OF Kansas
County of Johnson } ss.

BE IT REMEMBERED, That on this 6th day of March A.D., 19 82 before me, the undersigned, a Notary Public in and for said County and State, came Eugene E. Fibuck and Annette M. Fibuck who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

C. A. JONES
NOTARY PUBLIC
JOHNSON COUNTY, KANSAS
My Appt. Expires March 12, 1984

C. A. Jones

My appointment expires March 12, 1984

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KANSAS ACKNOWLEDGEMENT

STATE OF _____
County of _____ } ss.

BE IT REMEMBERED, That on this _____ day of _____ A.D., 19____ before me, the undersigned, a Notary Public in and for said County and State, came _____

who _____ personally known to me to be the same person _____ who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

My appointment expires _____ 19____

Warranty Deed

FROM

TO

Entered in Transfer Record in my office this ..... day of ..... 19.....

County Clerk

STATE OF KANSAS, } ss.
..... County,

Received for Record on the ..... day of ..... 19....., at ..... o'clock ..... M., and duly Recorded in Book ..... of ..... at Page .....

Register of Deeds.

Fee, $.....

1360475

WARRANTY DEED (Kansas Statutory Form)

er Record in my office this
, A. D., 19___.
County Clerk.

W. THOMAS RALPH, JR. AND PHYLLIS C. RALPH, husband and wife

CONVEY ____ AND WARRANT ____ TO

CITY OF LEAWOOD

all the following described REAL ESTATE in the County of Johnson

and the State of Kansas, to-wit:

All that part of Lot 14, KINGS FOREST, a subdivision of land now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Northwesterly corner of said Lot 14; thence North 87° 57' 07" East, along the North line of said Lot 14, a distance of 49 feet; thence South 17° 23' 58" East, a distance of 195.58 feet, to a point on the South line of said Lot 14, and 32 feet East of the Southwest corner thereof, as measured along said South line; thence South 88° 42' 57" West, along the South line of said Lot 14, a distance of 32 feet, to the Southwest corner thereof; thence North 23° 44' 33" West, along the Westerly line of said Lot 14, a distance of 128.31 feet; thence North 19° 15' 09" West, along the Westerly line of said Lot 14, a distance of 72.18 feet to the point of beginning.

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for the sum of One Dollar and Other Valuable Consideration.

EXCEPT AND SUBJECT TO: all easements, restrictions, reservations and covenants of record, if any.

Entered in Transfer Record
7 Day of April AD 1982
DONALD J. CURRY
Johnson County Clerk

Dated March 6, 1982

W. Thomas Ralph, Jr.

Phyllis C. Ralph

STATE OF KANSAS, Johnson COUNTY, ss

BE IT REMEMBERED, that on this 6th day of March A. D. 1982, before me, the undersigned, a notary public in and for the County and State aforesaid, came

W. Thomas Ralph, Jr. and Phyllis C. Ralph, husband and wife

who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

C. A. JONES
NOTARY PUBLIC
JOHNSON COUNTY, KANSAS
My Appt. Expires

C. A. Jones
Notary Public.

Term expires March 12, 1984

STATE OF _____ County, } ss.

This instrument was filed for record on the _____ day of _____, A. D., 19___, at _____ o'clock ____ M., and duly recorded in book _____ at page _____

STATE OF KANSAS } ss
COUNTY OF JOHNSON
FILED FOR RECORD
1982 APR 7 PM 3 55
6 50
RUBIE M. SCOTT
REGISTER OF DEEDS
BY _____ DEP. Register of Deeds.

Deputy.

Fees, $_____

001G (This form is printed by the Bar Association of the State of Kansas solely for the use of its Members)

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1360462

WARRANTY DEED (Kansas Statutory Form)

Transfer Record in my office this _____ of _____, A. D., 19____ _____ County Clerk.

Julius D. Spears

CONVEY ____ AND WARRANT ____ TO

CITY OF LEAWOOD

all the following described REAL ESTATE in the County of Johnson and the State of Kansas, to-wit:

All that part of the Northeast 1/4 of Section 16, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Beginning at the Southeast corner of the Northeast 1/4 of said Section 16; thence North 1° 27' 33" West along the East line of the Northeast 1/4 of said Section 16, a distance of 206.05 feet; thence South 74° 37' 30" West, a distance of 243.09 feet, to a point of curvature; thence Southwesterly along a curve to the left, having a radius of 850 feet and a central angle of 24° 01' 18", a distance of 356.37 feet, to a point on the South line of the Northeast 1/4 of said Section 16; thence North 87° 48' 29" East, along the South line of the Northeast 1/4 of said Section 16, a distance of 554.16 feet to the point of beginning.

for the sum of One dollar and other valuable consideration.

EXCEPT AND SUBJECT TO: all easements, restrictions, reservations and covenants of record, if any.

Entered in Transfer Record
7 Day of April AD 1982
DONALD J. CURRY
Johnson County Clerk
DL

Dated April 1, 19 82

Julius D. Spears
Julius D. Spears

STATE OF KANSAS, Johnson COUNTY, ss

BE IT REMEMBERED, That on this 1st day of April A. D. 19 82, before me, the undersigned, a notary public in and for the County and State aforesaid, came

Julius D. Spears

who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Claudia N. Barewin Notary Public.

Term expires December 6, 19 84

STATE OF _____ County, } ss.

This instrument was filed for record on the _____ day of _____, A. D., 19____, at _____ o'clock 7 PM, and 49 duly recorded in book 650 of _____ at page _____

COUNTY OF JOHNSON
FILED FOR RECORD
1982 APR 7 PM 3 49
RUBIE M. SCOTT
REGISTER OF DEEDS

BY _____ DEP.

Register of Deeds.

Deputy.

Fees, $_____

(This form is printed by the Bar Association of the State of Kansas solely for the use of its Members)

VOL 1751 PAGE 27

ACC

FORM NO. 1176—CLASS E

Pompeian Stationery Co., 908 Walnut St., Kansas City, Mo.

1361780

This instrument filed by LAND TITLE CORPORATION

Kansas Special Warranty Deed

This Indenture, Made this 19 day of April, A. D., One Thousand Nine Hundred Eighty Two, by and between Marshall Long and Betty Clark Long, husband and wife

of North Palm Beach County, in State of Florida, party of the first part

and City of Leawood

of Johnson County, in the State of Kansas part of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of One Dollar and other valuable consideration

to them duly paid, the receipt of which is hereby acknowledged, do by these presents, Sell and Convey unto the said party of the second part, it's /successors and assigns, all of the grantor's interest in the following described lot, tract, or parcel of land, lying, being and situate in the County of Johnson and State of Kansas, to-wit:

See Exhibit B

Entered in Transfer Record
21 Day of Apr AD 19 82
DONALD J. CURRY
Johnson County Clerk

Gus

except and subject to all restrictions, reservations, easements and covenants of record, if any

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. And said parties of the first part for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents, said interest in said premises is free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature or kind soever, by, through, or under said party of the first part

and that they will warrant and forever defend said interest unto the said party of the second part, it's /successors and assigns, against said parties of the first part their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under the parties of the first part.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

STATE OF KANSAS } SS
COUNTY OF JOHNSON }
FILED FOR RECORD

1982 APR 21 PM 2 43 9

RUBIE H. SCOTT
REGISTER OF DEEDS
BY _____ DEP.

Marshall Long [SEAL]
Marshall Long

[SEAL]

Betty Clark Long [SEAL]
Betty Clark Long

[SEAL]

KANSAS ACKNOWLEDGMENT

STATE OF MISSOURI
County of JACKSON } ss.

BE IT REMEMBERED, That on this 19th day of April A.D., 19 82 before me, the undersigned, a Notary Public in and for said County and State, came Marshall Long and Betty Clark Long who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

Sharon Irwin

My commission expires January 27 1985

SHARON IRWIN
Notary Public - State of Missouri
Commissioned in Platte County
My Commission Expires January 27, 1985

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KANSAS ACKNOWLEDGMENT

STATE OF
County of } ss.

BE IT REMEMBERED, That on this day of A.D., 19 before me, the undersigned, a Notary Public in and for said County and State, came

who personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

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

My commission expires 19

Warranty Deed

FROM

TO

Entered in Transfer Record in my office this day of 19

County Clerk

STATE OF KANSAS, } ss.
County,

Received for Record on the day of 19, at o'clock M., and duly Recorded in Book of at Page

Register of Deeds.

Fee, $

EXHIBIT "B"

All that part of the West 1/2 of the West 1/2 of Section 10, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of the Southwest 1/4 of said Section 10; thence North 87° 50' 04" East, along the South line of the Southwest 1/4 of said Section 10, a distance of 1324.28 feet, to the Southeast corner of the West 1/2 of the West 1/2 of said Section 10; thence North 1° 55' 24" West, along the East line of the West 1/2 of the West 1/2 of said Section 10, a distance of 337.80 feet to a point 337.80 feet North of the South line thereof; thence South 87° 50' 04" West, along a line 337.80 feet North of and parallel to the South line of the Southwest 1/4 of said Section 10, a distance of 260 feet, to a point 260 feet West of the East line of the West 1/2 of the West 1/2 of said Section 10; thence North 1° 55' 24" West, along a line 260 feet West of and parallel to the East line of the West 1/2 of the West 1/2 of said Section 10, a distance of 263.69 feet, to the true point of beginning of subject tract; thence continuing North 1° 55' 24" West, along a line 260 feet West of and parallel to the East line of the West 1/2 of the West 1/2 of said Section 10, a distance of 937.90 feet, to a point on the South line of the North 115 acres of the West 1/2 of the West 1/2 of said Section 10; thence South 87° 51' 49" West, along the South line of the North 115 acres of the West 1/2 of the West 1/2 of said Section 10, a distance of 664.04 feet, to a point 400 feet East of the Southwest corner thereof, as measured along said South line; thence South 1° 55' East, a distance of 300 feet; thence South 31° 20' East, a distance of 207 feet; thence South 54° 50' East, a distance of 313 feet; thence South 56° 40' East, a distance of 203 feet; thence South 46° 30' East, a distance of 209.42 feet to the true point of beginning of subject tract.

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 7th day of, May 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 7th day of May 19 82.

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's Fee $ 21.22
Additional copies $

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in The Johnson County Sun, Friday May 7, 1982.

ORDINANCE NO. 739

AN ORDINANCE RELATING TO ACCEPTANCE OF DEEDS FOR PARK PURPOSES.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-120. Section 1. The Governing Body of the City of Leawood, Kansas, does hereby accept the following deeds, the land described therein to be used for park purposes:

Property Owner	Deed Number
Hallmark Farm Associates	1360463
Hallmark Farm Associates	1360469
Building Management Corporation	1360978
Ninety Five West Company	1360465
Estate of Milton Gordon	1360467
Estate of Milton Gordon	1360470
Estate of Milton Gordon	1360471
Estate of Milton Gordon	1360473
Frank S. Morgan	1360466
The Children's Mercy Hospital	1360474
Charles A. Jones	1360464
Community Federal Savings & Loan Assoc.	1360468
J.C. Nichols Company	1360461
Eugene Edward Fibuch	1360476
W. Thomas Ralph, Jr.	1360475
Marshall Long	1361780
Marshall Long	1361799
J.D. Spears	1360462

19-121. Section 2. Copies of said deeds are attached to the original ordinance and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 5/3/82 Second Reading: 5/3/82

Passed by the Governing Body this 3rd day of May, 1982, the Council having deemed this to be an emergency matter.

Approved by the Mayor this 3rd day of May, 1982.

(s)Kent E. Crippin
Mayor
(SEAL)

Attest:
(s)J. Oberlander
City Clerk

APPROVED FOR FORM AND CONTENT: (s)Larry Winn III, City Attorney

(3308 1F)

ORDINANCE NO. 738

AN ORDINANCE AUTHORIZING THE CITY OF LEAWOOD, KANSAS, TO ACQUIRE CERTAIN REAL PROPERTY AND TO ACQUIRE AND CONSTRUCT BUILDINGS ON THAT REAL PROPERTY AND TO EQUIP THE SAME AND TO PAY THE COST OF ACQUIRING SAID REAL PROPERTY, AND CONSTRUCTING AND EQUIPPING SAID BUILDINGS FOR INDUSTRIAL DEVELOPMENT PURPOSES; AUTHORIZING AND DIRECTING THE ISSUANCE OF $7,280,000 PRINCIPAL AMOUNT OF INDUSTRIAL REVENUE BONDS OF SAID CITY FOR THE PURPOSE OF PAYING THE COSTS OF ACQUIRING SAID REAL PROPERTY, AND CONSTRUCTING AND EQUIPPING BUILDINGS FOR INDUSTRIAL DEVELOPMENT PURPOSES; PRESCRIBING THE FORM OF A BOND; APPOINTING A FISCAL AGENT AND PAYING AGENT; AUTHORIZING THE EXECUTION OF A LEASE BY AND BETWEEN SAID CITY AND LEAWOOD FOUNTAIN PLAZA, A KANSAS LIMITED PARTNERSHIP; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION BY THE CITY OF A CERTAIN TRI-PARTY AGREEMENT AMONG THE PROSPECT COMPANY, A DELAWARE CORPORATION, LEAWOOD FOUNTAIN PLAZA AND THE CITY AND ITS ASSIGNS; APPROVING THE FORM OF A GUARANTY AGREEMENT FROM THE GENERAL PARTNERS AND THE SOLE LIMITED PARTNER OF LEAWOOD FOUNTAIN PLAZA TO THE PURCHASER OF THE BONDS; AND AUTHORIZING THE MAKING OF AN ELECTION UNDER SECTION 103(b)(6)(D) OF THE INTERNAL REVENUE CODE.

WHEREAS, the City of Leawood, Kansas, a City of the second class, hereinafter sometimes referred to as the "City", desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Leawood, Kansas, and its environs and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of Sections 12-1740 to 12-1749(a), Kansas Statutes Annotated, said City is authorized to issue industrial revenue bonds of the City, and it is hereby found and determined to be advisable and in the interest of and for the welfare of the City and its inhabitants that industrial revenue bonds of the City in the principal amount of $7,280,000 be authorized and issued, for the purpose of providing funds to pay the cost of acquiring real property and constructing buildings on said real property and of equipping the same for industrial development purposes, all to be leased to Leawood Fountain Plaza, a Kansas limited partnership, hereafter sometimes referred to as the "Company";

WHEREAS, the Company proposes to sublease the buildings to be constructed with the proceeds of the industrial revenue bonds and leased to the Company to various tenants;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

21-101 Sec. no. changed by '84 Code

~~29-101~~. SECTION 1. Authority to Acquire Property and to Construct and Install Facility. That the City of Leawood, Kansas, is hereby authorized to acquire the real property described on Schedule I attached hereto, subject to a certain Option Agreement, dated December 11, 1981, as amended (the "Option Agreement"), between the Company and the Prospect Company, a Delaware Corporation, and to construct buildings on said real property and to equip the same, all for industrial development purposes, (said real property, the buildings, equipment and other improvements relating to said real property now existing or hereafter constructed or acquired with the proceeds of the sale of the Bonds described below or as a replacement of the foregoing, being sometimes hereinafter described as the "Facility") all in accordance with the provisions of the Lease, dated as of April 1, 1982, between said City and Leawood Fountain Plaza (hereafter sometimes referred to as the "Lease"), said Lease being authorized by the provisions of this Ordinance, all in an amount which will not exceed the cost of $7,280,000 to the City. Leawood Fountain Plaza intends to sublease the Facility to various tenants, which subleasing is hereafter approved by the provisions of this Ordinance.

Repealed by Ord. 1416, 6/21/22

21-102 Sec. no. changed by '84 Code

~~29-102~~. SECTION 2. Authorization of and Security of the Bonds. That for the purpose of providing funds to pay the cost of acquiring the real property and constructing the buildings and equipping the same, as hereinbefore described, all for industrial development purposes

to be leased to Leawood Fountain Plaza, a Kansas limited partnership, there shall be issued and hereby are authorized and directed to be issued a series of Industrial Revenue Bonds, Series of April 1, 1982, (The Leawood Fountain Plaza Project), of the City of Leawood, Kansas, in the principal amount of $7,280,000. Said Bonds herein authorized and hereinafter sometimes referred to as the "Bonds" or the "Revenue Bonds", and all interest thereon, shall be paid solely from the money and revenue received from the fees charged and rental received for the use of the Facility and not from any other fund or source of the City (except to the extent paid out of moneys attributable to Bond proceeds or the income from the temporary investment thereof, and in certain circumstances, as hereinafter and in the Lease provided, proceeds of insurance, sale and condemnation awards). The Bonds and the interest thereon shall never constitute a charge against the general credit or taxing powers of the City of Leawood, Kansas or the State of Kansas or any political subdivision thereof.

Pursuant to the provisions of Section 12-1744, K.S.A., the City hereby pledges the Facility, subject to the Option Agreement, and the net revenue to the City from the leasing and sale of the Facility to the Company to the payment of the Bonds and the interest thereon.

21-103 Sec. no. changed by '84 Code

~~29-103.~~ SECTION 3. Description and Details of the Bonds, Designation of Paying Agent. Said Industrial Revenue Bonds, Series of April 1, 1982, (The Leawood Fountain Plaza Project), of the City of Leawood, Kansas, shall consist of fully registered bonds without coupons, numbered from 1 consecutively upward in order of issuance, the number of each of such Bonds to be preceded by the letter "R" to identify its registered form. Said Bonds shall be issuable in the denomination of $5,000 or any integral multiple thereof not exceeding, however, the total aggregate amount of principal coming due on the stated maturity date that each particular Bond shall bear, and at no time shall the aggregate principal amount of the Bonds issued and outstanding exceed $7,280,000. All of said Bonds shall be dated April 1, 1982, and said Bonds shall become due and shall mature on February 29, 1984.

The Bonds shall bear interest from their effective dates of registration, respectively, as hereafter provided, at the per annum rate of interest equal to seventy percent (70%) of the Prime Rate (as hereinafter defined) of The First National Bank and Trust Company of Oklahoma City, in the City of Oklahoma City, Oklahoma, which rate shall change from time to time. The term "Prime Rate" shall mean the most recently announced national prime rate of The First National Bank and Trust Company of Oklahoma City, for new ninety (90) day unsecured loans. Such interest shall be payable monthly on the last day of each calendar month during which the Bonds are outstanding and unpaid commencing with the last day of the month of the effective date of registration.

The interest rate on the Bonds will be adjusted throughout the term that the Bonds remain outstanding and unpaid effective on the date of a change in the Prime Rate. In addition, if at any time during which the Bonds remain outstanding and unpaid the marginal income tax rate on which the federal income tax of The First National Bank and Trust Company of Oklahoma City is based should be less than the rate on which tax was based for the calendar year ending December 31, 1981, resulting from an amendment to the Internal Revenue Code of 1954, as amended, the interest rate on the Bonds shall be increased by an amount sufficient to cause the yield on the Bonds to remain constant. The following formula shall be utilized to establish the adjusted percentage of the Prime Rate (PR) to be applied:

$$\text{New \% of PR} = \frac{\text{Old \% of PR} - (\text{Old \% of PR} \times \text{New Corporate Tax Rate})}{(1 - \text{Old Corporate Tax Rate})}$$

If any payment of principal, interest or premium on the Bonds or any of them shall not be made on or before the date such payment shall be due and payable under the provisions hereof and the expiration of any applicable grace period, such sums as shall be in default shall bear interest at a rate of interest equal to the effective rate of interest on the Bonds plus three (3) percentage points until paid.

The principal of, redemption premium, if any, and interest on said Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. Payment of such principal and redemption premium, if any, on said Bonds shall be made upon presentation and surrender of such Bonds as they become due at the principal corporate trust offices of The First National Bank and Trust Company of Oklahoma City, in the City of Oklahoma City, Oklahoma, herein sometimes referred to as the "Fiscal Agent". Payment of the interest on each of the Bonds shall be made by the Fiscal Agent on each interest payment date to the person appearing on the registration books of the City hereinafter provided for as the registered owner thereof by check mailed to such registered owner at the address of such registered owner as it appears on the registration books.

In the event any Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, and if funds sufficient to pay such Bonds shall have been made available to the Fiscal Agent, all liability of the City for the payment of such Bonds shall forthwith cease and be completely discharged.

21-104 Sec. no. changed by '84 Code

~~29-104~~. SECTION 4. Redemption and Payment of the Bonds Prior to Maturity. The Bonds shall be subject to redemption and payment prior to maturity upon the following terms.

The Bonds shall be subject to redemption and shall be called for redemption and payment by the City, at the election and upon instruction of the Company, in whole or in part (by lot chosen in such manner as the Fiscal Agent shall determine appropriate), on the first day of any calendar month at the par value thereof, together with accrued interest thereon to the date of redemption, without premium.

In the case of a partial redemption of Bonds by lot when fully registered Bonds of denominations greater than $5,000 are then outstanding, then for all purposes in connection with redemption, each $5,000 of face value shall be treated as though it was a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all of the $5,000 units of face value represented by any fully registered Bond is to be called for redemption, then upon notice of intention to redeem such $5,000 unit or units, the owner of such fully registered Bond shall forthwith surrender such Bond to the Fiscal Agent (1) for payment of the redemption price (including the premium, if any, and interest to the date fixed for redemption) of the $5,000 unit or units of face value called for redemption and (2) for exchange, without charge to the owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed balance of the principal amount of such fully registered Bond. If the owner of any such fully registered Bond of a denomination greater than $5,000 shall fail to present such Bond to the Fiscal Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the $5,000 unit or units of face value called for redemption (and to that extent only); and (funds sufficient for the payment of the redemption price having been deposited with the Fiscal Agent, and being available for the redemption of said unit or units on the redemption date) such Bond shall not be entitled to the benefit or security of this Ordinance to the extent of the portion of its principal amount (and accrued interest thereon to the redemption date) represented by such $5,000 unit or units of face value nor shall new Bonds be thereafter issued corresponding to said unit or units. Bonds shall be redeemed only in the principal amount of $5,000 each or any integral multiple thereof.

Each of the Bonds shall be subject to mandatory redemption upon the occurrence of an Event of Taxability, as hereinafter defined. The term "Event of Taxability" shall be deemed to mean the occurrence of circumstances on the basis of which a Determination of Taxability shall have been made, or which shall constitute a Determination of Taxability, and which results in the interest payable on the Bonds becoming includable in the gross income for Federal income tax purposes of the holder or registered owner of the Bonds (other than a holder or registered owner who is a "substantial user" of the Facility or a "related person" as such terms are defined in the Internal Revenue Code). The term "Determination of Taxability" shall be deemed to mean the issuance of a deficiency letter or other order or directive of the

Internal Revenue Service, Department of Treasury or other governmental agency having jurisdiction thereof, to the effect that on a specified date the interest on the Bonds became includable in the gross income of the holder or registered owner thereof for federal income tax purposes for any reason whatsoever (except that such Bondholder is a "substantial user" of the Facility or a "related person" as the same are defined in the Internal Revenue Code). A decision or ruling by any judicial or administrative authority shall not be considered final for the purposes of this definition until the expiration or waiver of all periods for judicial review or appeal, as the case may be. Upon the occurrence of an Event of Taxability, all of the outstanding Bonds shall be called for redemption in whole, but not in part, at a redemption price which shall be for each Bond so called for redemption, equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, together with a premium equal to the amount, if any, by which the interest on such Bonds computed at the Prime Rate plus one and one-half (1-1/2) percentage points would exceed the interest actually accrued or paid during the period from the date as of which interest on the Bonds became taxable to the date of redemption and payment. The City shall cause notice of any such redemption to be given in the manner hereinafter provided and shall cause the Bonds to be redeemed and paid according to the terms hereof on the redemption date, which date shall not be earlier than 45 days nor later than 120 days after the date of the Determination of Taxability.

Notice of the call for any redemption provided for by this Ordinance identifying all of the Bonds to be redeemed shall be mailed by registered or certified mail, postage prepaid, at least thirty days prior to the redemption date to the registered owners of any Bonds which are to be redeemed at their last addresses shown on the registration books.

Interest shall cease on any of said Bonds so called for redemption and payment as of the redemption date, provided funds are available to pay the same according to their terms.

21-105 Sec. no. changed by '84 Code

~~29-105.~~ SECTION 5. Method of Execution and Authentication of the Bonds. Said Bonds and each of them shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, with the seal of the City affixed thereto or imprinted or lithographed thereon. Said Bonds and each of them shall be registered in the office of the City Clerk which registration shall be evidenced by a certificate on the reverse face thereof bearing the manual signature of the City Clerk.

In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such an officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all pur-

poses, the same as if such official had remained in office until delivery.

The Bonds shall have endorsed thereon a Certificate of Authentication, substantially in the form set forth in the form of Bond provided for at Section 7 hereof, which shall be manually subscribed by the Bond Registrar. No Bond shall be entitled to any security or benefit hereof nor shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed by the Fiscal Agent, as Bond Registrar. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered by the authority hereof. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized officer of the Bond Registrar hereinafter designated, but it shall not be necessary that the same officer or employee sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any one time.

21-106 Sec. no. changed by '84 Code

~~29-106~~. SECTION 6. Registration Provisions, Appointment of Bond Registrar. Said Bonds shall be issuable as fully registered Bonds without coupons, as hereinbefore provided. The City shall cause to be kept books for the registration of Bonds and for the transfer of Bonds as hereinafter provided and the Fiscal Agent is hereby constituted and appointed the Bond Registrar of the City.

Each of the Bonds shall be registered in the name of the holder, and no Bond shall be registered to bearer. The effective date of registration shall be set forth on each of the Bonds, which date shall be the interest payment date to which interest has been paid next preceding the date of authentication, unless authentication shall be upon an interest payment date, in which case the effective date of registration shall be as of such date and unless authentication shall precede the first interest payment date for the Bonds, in which case the effective date of registration shall be April 1, 1982.

The Bonds may not be transferred as hereinafter provided, except under circumstances which do not violate either (i) the Securities Act of 1933, as from time to time amended, or the rules and regulations thereunder, or (ii) applicable state securities laws. The foregoing shall be noted in a legend appearing on the face of each Bond. No transfer of any Bond shall be made by the Fiscal Agent or Bond Registrar unless and until there shall have been presented to the Fiscal Agent or Bond Registrar an opinion of counsel satisfactory to the City that such transfer shall not cause a violation of the Securities Act of 1933, as from time to time amended, the rules and regulations thereunder, or any applicable state law. Such legend shall appear on the Bonds initially delivered, and any Bond issued upon any transfer of any Bond, unless such transfer shall make appropriate the removal of such legend, which fact shall be established by an opinion of counsel satisfactory to the City to such effect. Substitute Bonds with-

out legend may be authenticated and delivered by the Fiscal Agent or Bond Registrar upon transfer of any previously legended Bond under circumstances as shall make appropriate the removal of such legend as aforementioned.

Any such registered Bond may be transferred only upon an assignment duly executed by the registered owner or his attorney in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar.

Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such transfer, the City shall execute and the Bond Registrar shall authenticate and deliver in exchange for such Bond a new Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized hereunder, in an aggregate principal amount equal to the principal amount of such Bond being surrendered, of the same series and maturity and bearing interest at the same rate.

No charge shall be made to any Bondholder for the privilege of registration, but any Bondholder requesting any such registration shall pay any tax or governmental charge required to be paid with respect thereto. The Bond Registrar shall not be required to transfer any registered Bond during the period of 15 days next preceding any interest payment date of such Bond, or any Bond having been called for redemption.

The person in whose name any bond shall be registered shall be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bond shall be made only to or upon the order of the registered owner thereof, or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sums so paid.

In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Fiscal Agent may authenticate a new Bond of like series, date, maturity and denomination as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Fiscal Agent, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Fiscal Agent evidence of such loss, theft or destruction satisfactory to the City and the Fiscal Agent, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond the City may pay the same without surrender thereof. The City and the Fiscal

Agent may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection.

21-107 Sec. no. changed by '84 Code

~~29-107~~. SECTION 7. Form of Bond. Each of said Bonds, the legend to appear thereon and the certificates attached thereto shall be in substantially the following form:

THIS BOND HAS BEEN PURCHASED BY THE FIRST NATIONAL BANK AND TRUST COMPANY OF OKLAHOMA CITY, IN THE CITY OF OKLAHOMA CITY, OKLAHOMA, IN THE ORDINARY COURSE OF ITS BANKING BUSINESS WITH THE PRESENT INTENTION OF HOLDING SAID BOND IN ITS OWN ASSET PORTFOLIO. THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW BY REASON OF STATUTORY EXEMPTIONS THEREFROM. THIS BOND MAY NOT BE TRANSFERRED EXCEPT UNDER CIRCUMSTANCES WHICH DO NOT VIOLATE THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAW AND THEN ONLY UPON PRESENTATION TO THE FISCAL AGENT OF AN OPINION OF COUNSEL ACCEPTABLE TO THE CITY OF LEAWOOD, KANSAS THAT ANY SUCH TRANSFER WILL NOT CAUSE A VIOLATION OF ANY APPLICABLE SECURITIES LAW OR REGULATIONS.

No. R-_____ $_____

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
INDUSTRIAL REVENUE BOND
SERIES OF APRIL 1, 1982
(THE LEAWOOD FOUNTAIN PLAZA PROJECT)

KNOW ALL MEN BY THESE PRESENTS: That the City of Leawood, (the "City") in the County of Johnson, State of Kansas, for value received, hereby promises to pay, out of revenues hereinafter specified, to _____ or registered assigns upon surrender hereof, the sum of

_____ DOLLARS

ON THE TWENTY-NINTH DAY OF FEBRUARY, 1984

in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, at the principal corporate trust offices of The First National Bank and Trust Company of Oklahoma City, in the City of Oklahoma City, Oklahoma (the "Fiscal Agent"), and to pay to the registered owner hereof, by check or draft mailed to such registered owner at the address of such registered owner as it appears on the registration books of the City to be kept by the Fiscal Agent, as Bond Registrar, interest on such principal

sum from the effective date of registration hereof at seventy percent (70%) of the Prime Rate [as defined in and as determined (and adjusted in the case of certain amendments to the Internal Revenue Code of 1954, as amended) in the manner provided in the Bond Ordinance] of The First National Bank and Trust Company of Oklahoma City, in the City of Oklahoma City, Oklahoma, which rate shall change as from time to time as said Prime Rate shall change.

Such interest shall be payable monthly on the last day of each calendar month during which this Bond shall be outstanding and unpaid commencing with the last day of the month of the effective date of registration.

In the event any payment of principal, interest or premium on this Bond shall not be made on or before the date such payment shall be due and payable hereunder and the expiration of any applicable grace period as provided in the Bond Ordinance, such sums as shall be in default shall bear interest at a rate of interest equal to the effective rate of interest on this Bond plus three (3) percentage points until paid.

THIS BOND is one of an authorized series of Bonds aggregating the principal amount of $7,280,000, authorized by Ordinance of said City (the "Bond Ordinance"), issued for the purpose of providing funds to pay the cost of acquiring certain real property and acquiring, constructing and equipping buildings for industrial development purposes (hereinafter referred to as the "Facility") and leasing the same to Leawood Fountain Plaza, a Kansas limited partnership (the "Company"), under the terms of a Lease, dated as of April 1, 1982 (hereinafter referred to as the "Lease"), by the authority of and in conformity with the provisions, restrictions and limitations of the Constitution and Statutes of the State of Kansas, including Sections 12-1740 to 12-1749(a), inclusive, Kansas Statutes Annotated, and all amendments thereto and acts supplemental thereto, and all other provisions of the laws of said State applicable thereto. The Company intends to sublease the Facility to various tenants, which subleasing has been authorized and approved by the governing body of the City. This Bond and all interest hereon are to be paid by said City of Leawood, Kansas, solely and only from the money and revenue received from the fees charged and rentals received for the use of the Facility and not from any other source, except to the extent paid out of moneys attributable to Bond proceeds or the income from the temporary investment thereof, and under certain circumstances the proceeds of insurance, sale and condemnation awards. Payment of the principal amount of this Bond and all other Bonds of the series of which this Bond is one has been guaranteed by the general partners and the sole limited partner of the Company under the terms of a Guaranty Agreement dated as of April 1, 1982 in favor of The First National Bank and Trust Company of Oklahoma City. Pursuant to the provisions of said statutes, the governing body of the City has pledged said Facility subject to a certain Option Agreement between the Company and the Prospect Company, a

Delaware corporation, and the net earnings therefrom to the payment of the series of Bonds of which this Bond is a part, and the interest thereon. Reference is hereby made to the Ordinance aforesaid and to said Lease for a description of the covenants of the City with respect to the collection, segregation and application of the revenues of said Facility, the nature and extent of the security for said Bonds, the rights, duties and obligations of the City and of the Fiscal Agent with respect thereto, and the rights of the holders thereof.

The Bonds are issued in fully registered form without coupons in denominations of $5,000 or any integral multiple thereof not exceeding, however, the total principal amount of Bonds maturing on the stated maturity date the particular Bond shall bear.

The Bonds of the series of which this Bond is one shall be subject to redemption and shall be called for redemption and payment by the City, at the election and upon instruction of the Company, in whole or in part (by lot chosen in such manner as the Fiscal Agent shall determine appropriate), on the first day of any calendar month at the par value hereof, together with accrued interest thereon to the date of redemption, without premium.

Each of the Bonds shall be subject to mandatory redemption upon the occurrence of an Event of Taxability. The term "Event of Taxability" as defined in the Ordinance is deemed to mean the occurrence of circumstances on the basis of which a Determination of Taxability, as defined in the Ordinance, shall have been made, or which constitute a Determination of Taxability, and which results in the interest payable on the Bonds becoming includable in the gross income for Federal income tax purposes of the holder or registered owner of the Bonds (other than a holder or registered owner who is a "substantial user" of the Facility or a "related person" as such terms are defined in the Internal Revenue Code). Upon the occurrence of an Event of Taxability, all of the Bonds shall be called for redemption in whole, but not in part, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, together with a premium equal to the amount, if any, by which the interest on the Bonds computed at the Prime Rate plus one and one-half (1-1/2) percentage points would exceed the interest actually accrued and paid during the period from the date as of which interest on the Bonds became taxable to the date of redemption and payment. The City shall cause notice of any such redemption to be given in the manner hereinafter provided and shall cause the Bonds to be redeemed and paid according to the terms of the Bond Ordinance on the redemption date, which date shall not be earlier than 45 days nor later than 120 days after the date of the Determination of Taxability.

All Bonds so called for redemption will cease to bear interest on the specified redemption date provided sufficient funds or securities in which such funds are invested for their redemption

are on deposit irrevocably in trust with the Fiscal Agent prior to the redemption date and the required notice of redemption shall have been given and said Bonds shall thereafter no longer be entitled to the benefits and protection of the covenants contained in the Ordinance authorizing this Bond and said Bond shall not thereafter be deemed to be outstanding under the provisions of said Bond Ordinance.

Notice of the call for any redemption provided for herein identifying all of the Bonds (or portions thereof) shall be mailed, postage prepaid, at least thirty (30) days prior to the redemption date to the registered owners of any Bonds which are to be redeemed at their last addresses shown on the registration books.

This Bond is transferable, as provided in the Bond Ordinance, only upon books of the City kept for that purpose at the principal office of the Fiscal Agent, as Bond Registrar, by the registered owner hereof or by his attorney duly authorized, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney, and thereupon a new Bond or Bonds, in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance, and upon payment of the charges therein prescribed. The City, the Fiscal Agent and any other paying agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest hereon and for all other purposes.

This Bond shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the provisions of the Bond Ordinance until the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

AND IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas.

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its corporate seal to

be hereto affixed, lithographed or imprinted hereon, and this Bond to be dated this first day of April, 1982.

(manual or facsimile)
Mayor

ATTEST:

(manual or facsimile)
City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

I, the undersigned City Clerk of the City of Leawood, Kansas, hereby certify that the within Industrial Revenue Bond, Series of April 1, 1982 (The Leawood Fountain Plaza Project), dated April 1, 1982, of the City of Leawood, Kansas, has been duly registered in my office according to law.

WITNESS my hand and official seal this _____ day of _____, 19___.

(manual)
City Clerk

(CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds of the series described in the within-mentioned Bond Ordinance.

The First National Bank and Trust
Company of Oklahoma City
Bond Registrar

By: (manual)
Authorized Officer

(ASSIGNMENT FORM)

For Value Received the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ to

transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____
Name of Transferee

Signature Guaranteed By:

_____
Name of Bank

(Seal of Bank) By: _____

Title: _____

21-108 Sec. no. changed by '84 Code

29-108. SECTION 8. Preparation, Authentication and Delivery of the Bonds. The Mayor and City Clerk are hereby authorized and directed to prepare and execute in the manner hereinbefore specified the Industrial Revenue Bonds, Series of April 1, 1982 (The Leawood Fountain Plaza Project), of the City herein authorized, and to deliver said Bonds to the Fiscal Agent with instructions to authenticate and deliver the Bonds to The First National Bank and Trust Company of Oklahoma City, the purchaser thereof, on payment of the purchase price, which shall not be less than par plus accrued interest; provided, however, the Fiscal Agent shall be instructed to deliver the Bonds as aforesaid upon receipt of the following:

(a) A copy of this Ordinance duly executed by the Mayor and sealed and attested by the City Clerk.

(b) An original executed counterpart of the Lease authorized by this Ordinance and evidence of the authority of the Company to enter into the Lease.

(c) An original executed counterpart of Guaranty in form and substance satisfactory to The First National Bank and Trust Company of Oklahoma City.

(d) A request and authorization to the Fiscal Agent, as Bond Registrar, on behalf of the City and signed by the Mayor or City Clerk to authenticate and deliver the Bonds to the purchaser therein identified upon paymet to the Fiscal Agent, but for the account of the City, of a specified sum plus accrued interest.

(e) Such additional certificates as may be required by bond counsel.

The proceeds of the sale of the Bonds shall be deposited with the Fiscal Agent for the account of the City for application as in Sections 9 and 10 provided.

21-109 Sec. no. changed by '84 Code

~~29-109~~. SECTION 9. Designation of Fiscal Agent, Disposition of Bond Proceeds. The Governing Body hereby designates and appoints The First National Bank and Trust Company of Oklahoma City, in the City of Oklahoma City, Oklahoma, as the City's fiscal agent, hereinafter referred to as the "Fiscal Agent", for the Industrial Revenue Bonds, Series of April 1, 1982 (The Leawood Fountain Plaza Project) of the City.

Upon the issuance, sale and delivery of the Bonds, the Fiscal Agent shall withdraw from the proceeds received by the City in connection with such sale, the sum of $910,910.00, representing interest estimated to become due on the Bonds through June 1, 1983, the estimated date for completion of construction of the Facility, and shall deposit the same in the Principal and Interest Account for Industrial Revenue Bonds, Series of April 1, 1982, (The Leawood Fountain Plaza Project), of the City of Leawood, Kansas, (herein called the "Principal and Interest Account"), hereinafter ordered created.

21-110 Sec. no. changed by '84 Code

~~29-110~~. SECTION 10. Construction Fund. There is hereby authorized and ordered to be established with the Fiscal Agent a separate fund or account designated as the "Leawood Fountain Plaza Construction Fund", hereinafter referred to as the "Construction Fund". The balance of the proceeds of the sale of the Bonds after making the withdrawals therefrom specified in Section 9 above, shall be deposited in said Construction Fund.

Moneys on deposit in the Construction Fund shall be invested in accordance with the provisions of Section 12 hereof. The Fiscal Agent shall withdraw and pay from the Construction Fund any and all expenses of whatever nature incurred in connection with the issuance and sale of the Bonds and for title insurance, the payment of said expenses to be made in accordance with Section 4.3 of the Lease which provides that the Company shall deliver to the Fiscal Agent written instructions specifying the amounts to be disbursed and the persons to whom the disbursements are to be made.

The Fiscal Agent shall thereafter make disbursements from said Construction Fund for the acquisition and construction of the Facility in accordance with the terms and provisions of the Lease, dated as of April 1, 1982, between said City and the Company.

Any moneys in said fund at the time of the exercise of the option to purchase the Facility as permitted under Section 17.2 thereof and any funds not required for such purpose shall be deposited in the Principal and Interest Account for Industrial Revenue Bonds, Series of April 1, 1982 (The Leawood Fountain Plaza Project), of the City of Leawood, Kansas, at such time as the Company shall

certify that the Facility is complete. Such surplus bond proceeds transferred from the Construction Fund to the Principal and Interest Account shall be held by the Fiscal Agent in a special escrow within the Principal and Interest Account and applied to payment of principal to become due on the Bonds at the earlier of the maturity or redemption thereof, unless there shall be provided to the City and the Fiscal Agent an opinion of bond counsel of national recognition that shall conclude that another or different proposed application of such surplus Construction Funds shall not adversely affect the tax-exempt status of the interest income on the Bonds.

21-111 Sec. no. changed by '84 Code

~~29-111~~. SECTION 11. Principal and Interest Account. There is hereby authorized and ordered to be established with the Fiscal Agent a separate account to be known as the "Principal and Interest Account for Industrial Revenue Bonds, Series of April 1, 1982 (The Leawood Fountain Plaza Project), of the City of Leawood, Kansas". The City covenants and agrees that from and after the delivery of any of the Revenue Bonds herein authorized and continuing so long as any of said Bonds shall remain outstanding, said City will maintain said account with the Fiscal Agent. The accrued interest received in connection with the sale of the Bonds, the interest to become due during the construction period, all moneys due under said Lease and all other moneys intended to pay the principal of and interest on the Bonds and the charges of the Fiscal Agent and any other Paying Agent, shall be paid to The First National Bank and Trust Company of Oklahoma City, in the City of Oklahoma City, Oklahoma, as Fiscal Agent, and shall be deposited in the Principal and Interest Account.

The Fiscal Agent shall use and apply the moneys deposited in the Principal and Interest Account for the sole purpose of paying the principal of, interest and redemption premium, if any, on the Bonds as and when the same become due and payable at maturity or upon redemption prior to maturity.

The Fiscal Agent shall make appropriate arrangements with and shall transmit funds to any other Paying Agent to pay such principal and interest as the same become due. Any balance remaining in the Principal and Interest Account shall, when the Bonds have been paid or payment provided for in accordance with Section 18 of this Ordinance, be paid to the Tenant at the time under the Lease.

21-111 Sec. no. changed by '84 Code

~~29-112~~. SECTION 12. Investments. Moneys in the Construction Fund and in the Principal and Interest Account shall be invested by the Fiscal Agent, upon written instruction of the Company, in Eligible Investments, as herinafter defined, unless the Company instructs the Fiscal Agent to hold such funds in cash or on deposit.

The term "Eligible Investments" means: (i) any bonds or other obligations of the United States of America or any agency thereof which as to principal and interest constitute direct obli-

gations of or are guaranteed by the United States of America, (ii) certificates of deposit or styled bankers acceptances of banks, including the Fiscal Agent, organized under the laws of the United States of America or any state thereof, which have a combined capital and surplus of at least $25,000,000 in dollars of the United States of America, (iii) commercial paper or finance company paper which is rated not less than prime-one or A-1 or P-1 or A-2 or P-2 or their equivalents by Moody's Investors Service, Inc. and Standard & Poor's Corporation, or their successors, (iv) any repurchase agreement secured by any one or more of the obligations listed above in (i), (v) subject to approval of bondholders so long as The First National Bank and Trust Company of Oklahoma City shall be the registered owner of any of the Bonds, Eurodollar certificates of deposits or Eurodollar time deposits, and (vi) money-market funds backed by any of the above, provided that such investment or deposit is not prohibited by law.

All interest on and any investments held in any fund or account created by this Ordinance or the Lease and any profit realized therefrom shall accrue to and become a part of such fund or account and any gain or loss resulting from such investments shall be credited or charged to such fund or account. The Fiscal Agent shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in such fund or account is insufficient for the purposes of such fund or account. Such certificates of deposit shall be purchased directly from such bank, trust company or national banking association and shall have a maturity not exceeding the time within which the funds invested therein are required to be available. In no event shall investment of funds be made for a period extending beyond the next interest payment date on which such funds will be needed to pay principal or interest coming due on the Bonds.

Any such investments made by the Fiscal Agent may be made through its own Bond Department. Investment of funds held by the Fiscal Agent shall not be made in a manner which would cause any of the Bonds to be an "arbitrage bond" as the same is defined in Section 103(c) of the Internal Revenue Code, as amended, and the Income Tax Regulations applicable thereto.

Notwithstanding anything herein before contained to the contrary, moneys representing surplus construction funds transferred to the Principal and Interest Account upon completion of construction and held in special escrow therein shall be invested at a yield not exceeding the yield on the Bonds pending such application.

21-113 Sec. no. changed by '84 Code

29-113. SECTION 13. Particular Covenants of the City. So long as any of the principal of and interest on the Bonds herein authorized remain outstanding and unpaid, the City covenants with each of the purchasers and owners of said Bonds as follows:

(a) The City will comply fully with all the terms, provisions, and conditions of the Lease which require performance by,

or impose duties on the City and it will not permit any default to occur on the part of the City; it will fully and promptly enforce all of the terms, provisions and conditions of the Lease which require performance by, or impose duties on Leawood Fountain Plaza, and in the event of the occurrence of a default, as defined in the Lease, it will exercise all rights, and remedies conferred by the Lease for the full and complete protection of the security for the Bonds and rights of the bondholders. The City's obligation to pay the expenses of the enforcement of such rights and remedies shall be limited to funds made available to it for that purpose by the bondholders or other interested parties;

(b) The City will enforce collection of the rental payments and other charges in the amounts and at the times set forth in the Lease authorized hereby and will not reduce or cause or permit to be reduced the rental payments and other charges fixed, established and required by the Lease nor change or alter the time or times when the same are due and payable under said Lease;

(c) Until payment of all the Bonds and interest thereon and premium, if any, shall have been duly made or provided for, the City will not consent to any change, amendment, modification or termination of said Lease, except as provided therein;

(d) Any moneys received by the City pursuant to termination of the Lease, any proceeds of condemnation awards, insurance or sale proceeds or any other funds intended for the purpose of paying said Bonds will be used solely and exclusively to pay the Bonds herein authorized and the interest thereon according to their terms or to redeem and pay any of said Bonds then outstanding and unpaid and then subject to redemption and payment; provided, however, that any funds remaining after payment or redemption of such Bonds shall be paid to the Company. Upon receipt of any such funds, if said Bonds be then subject to redemption and payment, the City shall proceed promptly to call in whole, if funds are available therefrom, said Bonds for redemption and payment according to their terms and shall give notice thereof provided for by the terms of this Ordinance. Such funds shall be deposited with the Fiscal Agent, and the same shall be used solely for the payment of the Bonds herein authorized, accrued interest thereon, and the charges of the Fiscal Agent for paying the same;

(e) The City will not issue any other obligations payable from payments made by the Company pursuant to the Lease, nor voluntarily create any additional debt, lien, pledge, assignment, encumbrance, or any other charge on said payments or on the property subject to said Lease nor will it, unless required by law or permitted by the terms of said Lease, sell or otherwise dispose of the Facility or any part thereof;

(f) The City will cause the Company to keep constantly insured all buildings and improvements from time to time, constituting a part of the property and premises leased to the Company,

in the manner provided for by the Lease herein authorized. The City's share of the proceeds of any such insurance policies shall be payable to and deposited with the Fiscal Agent as Insurance Trustee. Any of the proceeds of such policies shall be used and applied in the manner set forth in said Lease;

(g) The City will cause the Fiscal Agent to keep books and records relating to the Facility in which complete and correct entries shall be made in accordance with standard principles of accounting of all transactions relating to the Facility, and any holder or registered owner of any of the Bonds herein authorized, or the Company, or the Bank or any of their agents, shall have the right at all reasonable times to inspect all records, accounts and data relating to the Facility.

The provisions of this Ordinance shall constitute a contract between the City and the holders of the Bonds herein authorized, and the holder of any one or more of said Bonds may sue to recover principal or interest or premium. The holders of 25% or more of the principal amount of Bonds then outstanding may sue in any action, in mandamus, injunction, or other proceedings, either at law or in equity, to enforce or compel performance of all duties and obligations required by this Ordinance or the Lease to be done or performed by the City or by Leawood Fountain Plaza or to compel the City to cure any default. Nothing contained in this Ordinance shall, however, be construed to impose on said City any duty or obligation to levy any taxes either to meet any obligation contained herein or to pay the principal of or interest on the Bonds.

21-114 Sec. no. changed by '84 Code

~~29-114.~~ SECTION 14. Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "event of default" within the meaning of this Ordinance:

(a) Default in the due and punctual payment of any interest on any Bond, or default in the due and punctual payment of the principal of or redemption premium, if any, on any Bond, whether at the stated maturity thereof or upon any redemption and such default continues for three (3) business days following written notice as provided in (c) below; or

(b) Insufficiency of funds on deposit in the Principal and Interest Account on any interest payment date to pay all principal of and interest and redemption premium, if any, due on the Bonds on such interest payment date and such default continues for three (3) business days following written notice as provided in (c) below;

(c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the City in this Ordinance or in

the Bonds contained, or default on the part of the Company under the Lease, and the continuance thereof for a period of thirty (30) days after written notice given to the City and the Company by the Fiscal Agent or by the holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds then outstanding.

Upon the happening of an event of default under subsections (a) or (b) above, the Fiscal Agent may, and at the request of the holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds at the time outstanding shall, and upon the happening of an event of default under subsection (c) above, the Fiscal Agent may, by written notice given to the Mayor or City Clerk of the City and to the Company, declare the principal of and interest on all of the Bonds then outstanding to be due and payable immediately, and upon such declaration given as aforesaid, said principal and interest shall be immediately due and payable, anything in the Bonds or this Ordinance contained to the contrary notwithstanding.

In the event the principal of or interest on the Bonds is not paid according to the terms thereof on the stated maturity date or on the prior redemption date, or on any interest payment date, as the case may be, then the holders of 25% or more of the principal amount of Bonds then outstanding may, by written notice given to the Mayor or City Clerk of the City and to Leawood Fountain Plaza and to the Fiscal Agent, declare the principal of and interest on all the Bonds herein authorized then outstanding to be due and payable immediately and upon such declaration given as aforesaid, said principal and interest shall be immediately due and payable, anything in said Bonds or in the Ordinance contained to the contrary notwithstanding.

Notwithstanding the foregoing the holders of fifty-one percent (51%) of the Bonds at the time outstanding may by written notice to the City and the Fiscal Agent annul any such declaration of acceleration if the default giving rise to such declaration shall be cured.

21-115 Sec. no. changed by '84 Code

29-115. SECTION 15. Application of Moneys. Anything in this Ordinance to the contrary notwithstanding, if at any time the moneys in the Principal and Interest Account shall not be sufficient to pay the principal of, premium, if any, and interest on the Bonds as they become due and payable, all moneys received by the Fiscal Agent shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Fiscal Agent, be applied by the Fiscal Agent as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such payment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Ordinance), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full the principal of, premium, if any, and such interest on the Bonds due on any particular date, then to the payment ratably, according to the amount of the principal, interest and premium, if any, due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds, without preference or priority, ratably, according to the amounts due respectively for principal, premium, if any, and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of Section 14 hereof then, subject to the provisions of paragraph (b) of this Section 15 in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time as the Fiscal Agent shall determine, having due regard to the amount of such moneys available for such application in the future. Whenever the Fiscal Agent shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Fiscal Agent shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such

date and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Fiscal Agent for appropriate endorsement or for cancellation if fully paid.

21-116 Sec. no. changed by '84 Code

~~29-116.~~ SECTION 16. Provisions Relating to the Fiscal Agent. (a) Prior to the receipt of the Bond proceeds pursuant to the provisions hereof, the Fiscal Agent shall file with the City Clerk its written acceptance of the duties specified in this Ordinance and in the Lease and its agreement to act in said capacity.

(b) The Fiscal Agent's duties and responsibilities shall be limited to those expressly set forth in this Ordinance and under the Lease or any other document or instrument to which it is a party or which by implication, are necessary to carry out and effect such duties and responsibilities.

(c) All resolutions, opinions, certificates and other instruments referred to or provided for herein or in the Lease may be accepted by the Fiscal Agent as conclusive evidence of the facts, opinions and conclusions stated therein and shall be full warrant, protection and authority to the Fiscal Agent for any action reasonably taken pursuant thereto. The Fiscal Agent shall be under a duty to examine any such resolutions, opinions, certificates and other instruments to determine whether or not they conform to the requirements of this Ordinance and the Lease.

(d) The Fiscal Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith and, if appropriate, upon advice of counsel who may be counsel for the Fiscal Agent or the City.

(e) No provision contained in this section shall be construed to relieve the Fiscal Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that this subsection shall not be construed to limit the effect of subsections (b) (c) and (d) of this section, and the Fiscal Agent shall not be liable for any error in judgment made in good faith unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts to make such judgment.

(f) The Fiscal Agent shall have the right to buy, sell, own, deal or trade in the Bonds without giving notice thereof to the city, the Company or any bondholder and without incurring any liability whatsoever with respect thereto.

(g) The Fiscal Agent shall have the right to continue, or to enter into, banking relationships with the Company, with the City, and with any corporation, all or any part of the stock of which is owned by the Company or the City, including, without limitation, the acceptance of deposits of funds from or the making of secured or unsecured loans to the Company or the City and any such corporation, without giving either notice thereof or notice of

any information concerning the Company or the City or any such corporation which comes to the attention of the Fiscal Agent as result thereof, to the City or any bondholder, and the Fiscal Agent shall not incur any liability whatsoever to the City or to any bondholder as a result thereof, or as a result of the collection or other enforcement by the Fiscal Agent of its rights with respect to any such transaction.

(h) The Fiscal Agent may resign by an instrument in writing delivered to the City and the Company to take effect not sooner than ninety (90) days after its delivery or upon the filing of the successor Fiscal Agent's acceptance, whichever is later, whereupon the City, with the consent of the Company, shall immediately, in writing, designate a successor Fiscal Agent. Such successor Fiscal Agent shall be a bank, trust company or national banking association which is a member of the Federal Reserve System and has a capital stock and surplus aggregating at least Twenty-Five Million Dollars ($25,000,000). Such successor Fiscal Agent shall be subject to the same duties and obligations and shall have the same rights, privileges and immunities specified in this Ordinance and in the Lease for the Fiscal Agent. Any such successor Fiscal Agent shall file an acceptance in the form referred to in subparagraph (a) hereof with the City Clerk within ten (10) days of its appointment.

(i) The Fiscal Agent shall be entitled to payment or reimbursement for reasonable fees for its ordinary services and all advances, counsel fees and other ordinary expenses reasonably and necessarily made or incurred by it in connection with its ordinary services, all such fees and expenses to be paid by the Company as Additional Rent as specified in Section 2.3 of the Lease.

(j) The City may for any reason, remove the Fiscal Agent or any of its successors hereunder and appoint a new Fiscal Agent in its place and stead, and such new Fiscal Agent shall, when appointed, become successor to the powers, duties and obligations conferred on the Fiscal Agent; provided, however, so long as The First National Bank of Oklahoma City shall be a registered owner of any of the Bonds, the City shall not remove such Fiscal Agent without the written consent of such bondholder except in the case of gross misconduct or willful neglect of its duties hereunder.

21-117 Sec. no. changed by '84 Code

~~29-117.~~ SECTION 17. Amendments. The provisions of the Bonds authorized by this Ordinance and provisions of this Ordinance may be modified or amended at any time by the City with the written consent of the holders of not less than sixty-six and two-thirds (66-2/3%) percent in aggregate principal amount of the Bonds herein authorized at the time outstanding; provided, that no such modification or amendment shall permit or be construed as permitting: (a) the extension of the maturity of the principal of any of the Bonds issued hereunder, or the extension of the maturity of any interest on any Bonds issued hereunder; (b) a reduction in the principal amount of any Bonds or the rate of interest thereon; or

(c) a reduction in the aggregate principal amount of Bonds. Any provision of the Bonds or of this Ordinance may, however, be modified or amended in any respect with the written consent of the holders of all of the Bonds then outstanding. Every amendment or modification of a provision of the Bonds or of this Ordinance to which the written consent of the bondholders is given as above provided shall be expressed in an Ordinance of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. It shall not be necessary to note on any of the outstanding Bonds any reference to such amendment or modification if any. A certified copy of this Ordinance shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the holder of any Bond or prospective purchaser or holder of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same. A certified copy of any such amendatory or supplemental Ordinance or of this Ordinance will be sent by the City Clerk to any such bondholder or prospective bondholder.

21-118 Sec. no. changed by '84 Code

29-118. SECTION 18. Defeasance. When all of the Bonds and interest thereon shall have been paid and discharged, then the agreements, obligations, covenants and requirements contained in this Ordinance (other than those set forth in this Section) and the pledge of net earnings from the Facility made hereunder and all other rights granted hereby shall cease and terminate. The Bonds shall be deemed to have been paid and discharged within the meaning of this Ordinance and within the meaning of the Lease at the date of maturity or on an applicable redemption date if there shall have been deposited with the Fiscal Agent, at or prior to the maturity or redemption date of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which moneys and obligations, are at least sufficient for the payment of the principal of and redemption premium, if any, on the Bonds and interest to accrue thereon to the date of maturity or redemption, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, and provision shall also have been made for all other sums payable under the provisions of this Ordinance; provided, always, that if any of the Bonds are to be redeemed prior to the maturity thereof, the City (and the Company, if required hereunder) shall have elected to redeem such Bonds and such Bonds shall have been called for redemption pursuant to an applicable redemption provision hereof. Any moneys and obligations which at any time shall be deposited by or on behalf of the City for the purpose of paying and discharging any of the Bonds shall be, and are hereby, assigned, transferred and set over to the Fiscal Agent in trust for the respective holders of the Bonds, and such moneys and obligations shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of the Bonds shall no longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the holder of

such moneys and obligations forthwith to pay such moneys and obligations to the party entitled thereto as provided in Section 13 above.

21-119 Sec. no. changed by '84 Code

~~29-119.~~ SECTION 19. Authorization of Lease. That the real estate hereinbefore described and the improvements located thereon and to be constructed thereon and equipment located thereon and the equipment to be acquired, installed and constructed thereon pursuant to this Ordinance and the Lease shall be leased to Leawood Fountain Plaza, under and pursuant to a Lease dated as of April 1, 1982, substantially in the form attached to this Ordinance as Exhibit A, which Lease the Mayor and City Clerk are hereby authorized and directed to execute for and on behalf and as the act and deed of the City.

That the Facility leased to Leawood Fountain Plaza, as hereinbefore authorized, shall be subleased to various tenants under and pursuant to written subleases between said parties.

Repealed by Ord. 7416, 6/21/88

21-120 Sec. no. changed by '84 Code

~~29-120.~~ SECTION 20. Approval of Tri-Party Agreement. That the form of the Tri-Party Agreement among the Prospect Company, Leawood Fountain Plaza, The First National Bank and Trust Company of Oklahoma City and the City, attached to the Option Agreement hereinbefore described and to this Ordinance as Exhibit B, whereunder it is provided that in the event of a default on the part of the Company of its obligations hereunder or under the Lease the benefits of the Option Agreement may be exercised by the City or its assigns upon the terms therein stated, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and attest, respectively, said Tri-Party Agreement for and on behalf of and as the act and deed of the City.

21-121 Sec. no. changed by '84 Code

~~29-121.~~ SECTION 21. Approval of Guaranty. That as additional security for the payment of the Bonds and the interest thereon there shall be provided a Guaranty Agreement to be dated as of April 1, 1982, pursuant to which the general partners and the sole limited partner of the Company shall guarantee the payment of any loss sustained by The First National Bank and Trust Company of Oklahoma City by reason of its purchase and ownership of the Bonds, and such Guaranty Agreement in such form as shall be acceptable in form and substance to The First National Bank and Trust Company of Oklahoma City is hereby approved.

21-122 Sec. no. changed by '84 Code

~~29-122.~~ SECTION 22. Conveyance of Facility. Upon receipt by the City of the purchase price of the property subject to the Lease, title to said property shall be transferred and conveyed as provided in the Lease or, as provided in the Assignment of Lease, dated as of April 1, 1982, by and between the Company and The First National Bank and Trust Company of Oklahoma City, in the event of a default by Company under the Lease, to The First National Bank and Trust Company of Oklahoma City, and the Mayor and other appropriate officers of the City are hereby authorized and directed to execute such deeds, bills of sale and other in-

struments as may be necessary to effect such conveyance and transfer. In the event that The First National Bank and Trust Company of Oklahoma City should pay the principal of the Bonds and acquire the Facility by exercise of the purchase option contained in the Lease conditionally assigned to said bank by the Company, the Mayor and City Clerk may execute and assign the Tri-Party Agreement to the bank in connection with any such transfer of the Facility to the bank.

21-123 Sec. no. changed by '84 Code

29-123. SECTION 23. Election Under Section 103(b)(6)(D) of the Internal Revenue Code. The officials of the City, and the attorneys, engineers and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance and the Lease for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds, the Lease and this Ordinance, including the filing of any notice required to be filed by the City in order to effect the election of the $10,000,000 limit for the issue of Bonds hereunder as required by Section 103(b)(6)(D) of the Internal Revenue Code of 1954, as amended. The Mayor and the City Clerk of the City are further specifically authorized to execute an Arbitrage Certificate on behalf of the City. Such Arbitrage Certificate shall constitute a representation by the City that neither the proceeds of the Bonds nor any funds treated as proceeds pursuant to Section 103(c) of the Internal Revenue Code of the United States will be invested in such a manner as to cause the bonds to be "arbitrage bonds" under said Section; no investment shall be made of any money under control of the City which would violate the expectations expressed in such certificate.

21-124 Sec. no. changed by '84 Code

29-124. SECTION 24. Severability. If any one or more of the covenants, agreements or provisions of this Ordinance or of said Lease, dated as of April 1, 1982, should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds or coupons issued hereunder, or the Lease.

SECTION 25. Effective Date. This Ordinance shall take effect and be in force from and after its passage and publication in the official City paper.

PASSED by the Governing Body of the City of Leawood, Kansas, this 19th day of April, 1982, the Council having deemed this to be an emergency matter; approved by the Mayor this 19th of April, 1982.

Mayor

ATTEST:

City Clerk

APPROVED FOR FORM AND CONTENT: , City Attorney

Orig. in Transcript of Proceedings

TRI-PARTY AGREEMENT

THIS AGREEMENT dated as of _____, 1982, by and among LEAWOOD FOUNTAIN PLAZA, a Kansas limited partnership ("Partnership"), THE PROSPECT COMPANY, a Delaware corporation ("Prospect"), THE CITY OF LEAWOOD, a Kansas municipal corporation ("City"), and THE FIRST NATIONAL BANK AND TRUST COMPANY OF OKLAHOMA CITY, a national banking association organized under the laws of the United States of America ("Bank").

RECITALS

A. The Partnership has requested and the City has agreed to finance the cost of acquiring certain real property and acquiring and constructing buildings thereon and equipping the same, located at the Southeast corner of Nall and College Boulevard in Leawood, Kansas, legally described on Exhibit A attached hereto and made a part hereof (the "Property"), by the issuance pursuant to Ordinance No. 738 (the "Ordinance") of the City of up to Seven Million Two Hundred Eighty Thousand Dollars ($7,280,000.00) of the City's Industrial Revenue Bonds, Series of April 1, 1982 (The Leawood Fountain Plaza Project) (the "Bonds") which Bonds are being purchased by Bank;

B. The City is the owner of fee simple title to the Property. Pursuant to the Ordinance, the City has entered into a lease agreement, dated as of April 1, 1982, with the Partnership (the "Lease") whereby the City has agreed to lease the Property to the Partnership for a term of one year and eleven months commencing as of April 1, 1982. Among other provisions, Article XVII of the Lease grants an option to purchase the Property to the Partnership. The Partnership has collaterally assigned its rights and obligations under the Lease, including the option to purchase, to Bank by an Assignment of Lease dated as of the date hereof (the "Assignment").

C. The First National Bank and Trust Company of Oklahoma City has been duly appointed under and pursuant to the Ordinance to act thereunder and under the Lease as fiscal agent for the benefit of the City and the Bank as holder of the Bonds and in such capacity (the "Fiscal Agent") may perform the rights and obligations of City as permitted hereby or thereby.

D. Prospect and the Partnership have entered into an Option Agreement made as of December 11, 1981 as amended on _____, 1982 (the "Option Agreement"), whereby the Partnership has granted to Prospect an option to purchase the Property and the Partnership has been granted the right to require Prospect to purchase the Property. Pursuant hereto, the Partnership will assign its rights and obligations under the Option Agreement to the City.

E. Upon the happening of certain events, as provided in the Ordinance and the Lease, the City may terminate the Lease. Upon the happening of certain events, as provided in the Ordinance, the Lease and the Assignment, Bank may become the lessee under the Lease and will be entitled to all of the Partnership's rights under the Lease including the right to exercise the option to purchase the Property described in Article XVII of the Lease.

F. The parties hereto desire to execute and deliver this Agreement to (i) provide for the relationship of the parties hereto; (ii) provide for the rights and obligations of the City (and its agent, Fiscal Agent) upon the exercise of the rights of the Partnership under the Option Agreement; (iii) provide for the rights and obligations of Bank upon the exercise of the rights of the Partnership under the Option Agreement; and (iv) set forth certain additional agreements among the parties regarding the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions herein contained, the parties agree as follows:

1. Industrial Revenue Bond Financing. Prospect hereby grants Partnership the right to transfer fee simple title to the Property to City subject to the Option Agreement, as amended hereby, for the purpose of securing funds for the construction of improvements on the Property; provided, however, that the principal amount of the Bonds issued in regard thereto shall not exceed $7,280,000. Except as specifically provided in Section 6(b) below, the exercise by the City, Fiscal Agent or Bank of its rights under the bond documents or hereof shall not terminate, alter or otherwise diminish or prejudice the rights of Prospect under the Option Agreement, including specifically the right to purchase the Property for the price, and upon the terms, covenants and conditions contained therein.

2. Conditional Assignment. The Partnership hereby sells, assigns, transfers and conveys to the City, its successors and assigns, and the City hereby accepts, all of the Partnership's right, title and interest and all the obligations of the Partnership, subject to the limitations hereinafter set forth, in and to the Option Agreement; provided, however, that the City shall not have the right to exercise any of the rights of the Partnership thereunder unless and until (i) an Event of Default by any party, other than the City, shall have occurred under Article XXIV of the Lease, hereunder or under any other document executed by the Partnership and given as security for the Bonds, or (ii) a default by the Partnership shall have occurred under the Option Agreement.

3. Further Assignment. To secure its obligations under the Ordinance, the City hereby sells, assigns, transfers and conveys to the Bank, its successors and assigns, as holder of the Bonds and as security therefor, and the Bank hereby accepts all of the right, title and interest and all the obligations, subject to the limitations hereinafter set forth, assigned by the Partnership pursuant to Section 2 hereof in and to the Option Agreement; provided, however, that the Bank shall not have the right to exercise any of the rights initially assigned to the City thereunder unless and until one of the events set forth in paragraph 2 hereof has occurred.

4. Limitation. Notwithstanding anything to the contrary herein contained, the City shall not be required to expend general funds, whether raised by taxation or otherwise, in order to perform its obligations under this Agreement or the Option Agreement, and the obligations of the City to perform under this Agreement and under the Option Agreement shall be limited by, and to the extent of, funds raised by the sale of the Bonds and at the time of such default on deposit in the Leawood Fountain Plaza Construction Fund created under and pursuant to the Ordinance of the City and the Lease provided that such funds are available for such application, reduced by any outstanding liabilities with respect to the Property at the time of default.

5. Default by Partnership. In the event of a default by the Partnership in the performance or observance of any of the terms, covenants or conditions of its obligations to City, City or Fiscal Agent shall notify Prospect of such default and from and after the receipt of such notice, notwithstanding the terms and conditions of the Option Agreement, Prospect shall have the right for a period of thirty (30) days and continuing thereafter to any time prior to receipt of notice from the Bank or the City pursuant to Section 6 hereof of the election to succeed or not to succeed to the Partnership's rights under the Option Agreement, to elect to do one of the following:

(a) To cure such default within the time for curing set forth in the Lease commencing on the date of the aforesaid notice from Prospect of its election to cure, and in such case Prospect shall be immediately reimbursed by the Partnership for all costs and expenses incurred by Prospect in taking such corrective action; or

(b) To purchase the Property, free and clear of all liens and encumbrances, but subject to Permitted Encumbrances, for a purchase price equal to the unpaid principal balance of the outstanding Bonds, together with all accrued interest on the unpaid principal balance of the Bonds, and all other costs and expenses, due and owing from the Partnership to City, Fiscal Agent or Bank, less any moneys on deposit at the time of default in the Leawood Fountain Plaza Construction Account or Principal and Interest Account created under and pursuant to the Ordinance of the City and the Lease provided such funds are available for payment to the bondholders, reduced by any outstanding liabilities with respect to the Property at the time of default; or

(c) To elect to neither cure the default, nor purchase the Property, but nevertheless the Option Agreement shall remain in full force and effect.

6. Exercise of Rights by City, or Bank. In the event of a default by Partnership in the performance or observance of any of the terms, covenants or conditions of its obligations to City, then by written notice:

(a) either the City or Bank may elect not to succeed to the rights and obligations of the Partnership under the Option Agreement pursuant to the terms hereof or pursuant to any document pertaining to the transactions contemplated hereby, in which event the Option Agreement shall become null and void and Prospect shall be entitled to a refund of the Deposit (as defined in the Option Agreement) plus interest earned thereon from Partnership or any escrow agent holding such Deposit, or

(b) either the City or Bank may elect to succeed to the rights and obligations of the Partnership under the Option Agreement pursuant to the terms hereof, the Lease, the Assignment or pursuant to any document pertaining to the transactions contemplated hereby or thereby, and in such further event, then Bank or City shall have the option to either (i) perform or cause to be performed the obligations of Partnership under the Option Agreement, as modified in accordance with the terms hereof, and subject to the limitations of Section 4 hereof, or (ii) not to perform hereunder or be bound by the terms of the Option Agreement in which event this Agreement and the Option Agreement shall become null and void upon such election, and Prospect shall be entitled to a refund of the Deposit (as defined in the Option Agreement) plus interest earned thereon from Partnership or any escrow agent holding such Deposit. Notwithstanding the election by the City or Bank to perform under the Option Agreement, Bank or City may, at any time prior to February 15, 1983, or, in the event Bank has elected to perform and determines that the cost to attain Shell Completion will exceed the moneys on deposit in the Leawood Fountain Plaza Construction Fund created under and pursuant to the Ordinance of the City and the Lease

(provided such funds are available for such application), reduced by any outstanding liabilities with respect to the Property at the time of default, then at any time prior to the latter of February 1, 1983 or 15 days after a default by the Partnership entitling Bank to act pursuant to this Section 6, revoke such election and elect not to be bound by the Option Agreement in which event the Option Agreement shall become null and void and Prospect shall be entitled to the refund of the Deposit as aforesaid.

In the event that either City or Bank has elected to perform under the Option Agreement, as modified hereby, the Option Agreement shall remain in full force and effect, subject to the terms and conditions hereof, and the closing shall occur on the same terms and conditions as a purchase pursuant to the Option Agreement, as amended by the terms and conditions of this Agreement. Notwithstanding the limitations set forth in Section 4 hereof, Prospect shall be under no obligation to perform under the Option Agreement unless all of the conditions precedent set forth in Section 5 of the Option Agreement are satisfied.

7. Performance by City or Bank under the Option Agreement. Prospect hereby agrees to afford the City or Fiscal Agent on its behalf, or Bank all of the rights of the Partnership under the Option Agreement subject to the terms and conditions hereof. In the event that the City or Bank shall succeed to the rights of the Partnership and elects to perform under the terms of the Option Agreement and be bound thereby, the Option Agreement shall be amended as follows:

a. The last "Whereas clause" on page 1 reading as follows:

"WHEREAS, as a part of the closing of the purchase pursuant to this option the Property shall be leased back to Optionor in accordance with a lease in the form of that attached hereto as Exhibit D and made a part hereof (the "Lease Agreement")"

shall be deleted in its entirety.

b. Section 1. The following portion of Section 1 commencing in the third from the last line shall be deleted:

"whether executed prior to the Closing or thereafter as subleases under the Lease Agreement"

c. Section 2(c). Subparagraph (c) of Section 2 shall be deleted in its entirety and the following provision shall be inserted in lieu thereof:

"2(c) Maximum Purchase Price Earnout. Depending upon the amount of rental income generated from the leasing of space within the Property and the completion of tenant improvements, the Optionor may be entitled to some or all of the sum equal to the difference between the Base Purchase Price and the Maximum Purchase Price; provided, however that in no event shall Optionor be entitled to receive more than the aggregate of (A) the unpaid principal balance of the outstanding Bonds, plus accrued interest on such unpaid balance, and all other costs and expenses, less any amounts previously paid by Optionee to Optionor pursuant to Section 2(b) and less any moneys on

deposit at the time of default in the Leawood Fountain Plaza Construction Account or Principal and Income Account created under and pursuant to the Ordinance of the City and the Lease provided such funds are available for payment to the bondholders reduced by any outstanding liabilities with respect to the Property at the time of default, and (B) the total of Optionor's actual expenses in connection with the construction of the Improvements on the Property and the leasing of space within the Property, including tenant finish costs.

(i) Unleased Space Leasing Earnout. Subject to the terms hereof, optionee will pay to Optionor an amount, not to exceed Seven Hundred Ninety-Four Thousand Eight Hundred Fourteen Dollars ($794,814.00), equal to Eight and 626/100 Dollars ($8.626) for each Dollar of Annualized Base Rent in Excess of Nine Hundred Ninety-Six Thousand Fifty-Seven Dollars ($996,057.00) generated from approved Leases made by Optionor and in effect, with tenant improvements completed and tenants in occupancy. For the purposes hereof, Annualized Base Rent shall mean twelve times the base monthly rental that is to be paid with respect to the month following the Closing Date, not including any amount payable under any escalation clause, according to approved Leases representing not more than the lesser of (1) eighty-two thousand one hundred twenty-eight (82,128) square feet of net rentable area ("SFNRA") or (2) ninety-five percent (95%) of the net rentable area. All Leases must be (A) executed by Tenants acceptable to Optionee, (B) for a term of not more than three (3) years; provided, however, that a maximum of thirty-four thousand five hundred eighty (34,580) SFNRA may be for a term of not more than five (5) years, and (C) in form and content satisfactory to Optionee, which approval may be withheld at the absolute discretion of Optionee. If Optionee does not approve, reject or require modifications to any Lease submitted by Optionor for approval by writing delivered to Optionor within ten (10) business days following Optionee's receipt of such Lease then the Lease shall be deemed to be approved.

(ii) Tenant Finish Costs and Commissions. Optionee will pay to Optionor an amount, not to exceed Nine Hundred Ninety-Four Thousand One Hundred Eight-Six Dollars ($994,186.00), equal to Eleven and 50/100 Dollars ($11.50) per SFNRA for each SFNRA for which tenant improvements have been completed by Optionor for occupancy by lessees of Optionor.

(iii) Time of Payment. Subject to the provision of Section 2(c)(iv) hereof, Optionee will pay to Optionor the amounts provided in Sections 2(c)(i) and 2(c)(ii) on the Closing Date. Prior to receiving payments of said amount, Optionor must deliver to Optionee (a) a written request from Optionor stating the total SFNRA for which tenant improvements have been completed and leased and the Annualized Base Rent being received therefrom and the payment then due and (b) the Architect/Engineer's certificate certifying the amount of tenant improvements completed and (c) executed copies of the Leases and all amendments or modifications thereto which have previously been approved by Optionee, and (d) a Tenant Estoppel Certificate (as hereinafter defined) for each of the Leases. Optionor will have no claim or right to that

portion of the amount payable hereunder which Optionor has not earned the right to receive on or before the Closing Date, provided, however, that in the event Optioner has leased space in the Improvements within (30) days prior to the Closing Date or Optionee has rejected any lease submitted for approval within sixty (60) days prior to said date then, in either of such events, Optionor shall have sixty (60) days after the Closing Date (1) to enter into a new Lease for any rejected Lease and, (2) to satisfy the requirements for payments under Section 2(c)(i) and 2(c)(ii). Only in such events shall Optionor be entitled to receive a portion of the sums permitted hereunder after the Closing Date, provided, however, that Optionor shall in no event be entitled to receive more under Section 2(c) for any new Lease replacing any rejected Lease than Optionor would have received from such rejected Lease.

(iv) Holdback for Real Estate Taxes. Optionee shall withhold from the amount payable under this Section 2(c) the sum of Fifty Thousand Dollars ($50,000.00) pending confirmation that:

(A) the Property is assessed for real estate tax purposes as a completed project at one hundred percent (100%) of its fully assessed value; and

(B) the amount of all special assessments and the installments thereof have been fixed for any benefit district in which the Property is located in connection with any improvements made or planned prior to the Closing Date (provided, however, that if any of said special assessments or the installments thereof are not known within two (2) years following the Closing Date, the parties agree to use an estimate thereof provided by the appropriate taxing authority); and

(C) the aggregate of (i) the total amount of all taxes, general and special, due for the first tax year in which the Property is fully assessed as provided in subsection (A) hereof and (ii) the total amount of the first annual installments of each assessment, general and special, as provided in subsection (B) hereof does not exceed Forty-Three Thousand Two Hundred Twenty-Six Dollars ($43,226.00).

If the aggregate of taxes as provided in subsection (C) hereof exceeds Forty-Three Thousand Two Hundred Twenty-Six Dollars ($43,226.00), then the amount of such excess shall be divided by ten percent (10%). The quotient shall reduce and shall be subtracted from the actual purchase price, and Optionee shall retain such amount from the Fifty Thousand Dollars ($50,000.00) held back by Optionee. The balance, if any, of the held back funds shall be paid to Optionor subject to the terms hereof. If the calculated quotient is in excess of Fifty Thousand Dollars ($50,000.00) Optionor shall not be obligated to pay to Optionee any such excess. In lieu of Optionee holding back such Fifty Thousand Dollars ($50,000.00) as herein provided, Optionor may deliver to Optionee on the Closing Date an irrevocable letter of credit in

the amount of Fifty Thousand Dollars ($50,000.00) issued by a bank and upon such terms as shall be satisfactory to Optionee, in Optionee's sole discretion."

d. Section 3. Section 3 of the Option Agreement shall be deleted in its entirety and the following provisions shall be inserted in lieu thereof:

"3. Closing Date. The option granted hereunder shall be exercisable by written notice to Optionor on or before February 1, 1983. Upon such notice, closing on the purchase of the Property shall occur on February 29, 1983 (the "Closing Date"); provided, however, that Optionee, upon not less than thirty (30) days written notice in advance to Optionor may exercise its option and request a closing prior to February 28, 1983, but only if, as a condition thereto, Shell Completion will have been attained by such date prior to February 28, 1983, selected for closing by Optionee. In the event Optionee does not exercise the option herein granted by February 1, 1983, then Optionor may, at its sole option, by written notice to Optionee received not later than February 15, 1983, require Optionee to purchase the Property in accordance with, and subject to, the terms and conditions set forth in this Agreement as if Optionee had exercised its option but only if, as a condition thereto, Shell Completion will have been attained by February 28, 1983. In the event that either (a) Optionee has exercised its option to purchase the Property or (b) Optionee has not exercised its option, but Optionor has elected to require Optionee to purchase the Property, then, in either of such events, the closing shall take place February 28, 1983, as herein provided or on a date thereafter prior to April 15, 1983, selected by Optionee. If the Closing has previously been extended by the Partnership (with the consent of Optionee) pursuant to Section 3 of the Option Agreement, then the Closing shall be extended to such date previously selected by the Partnership and consented to by Optionee. Notwithstanding anything to the contrary contained herein, each such aforesaid date shall be extended by the number of days (not exceeding 30 days) between the date Optionee received notice of a default by Partnership and the date Optionee makes its election pursuant to Section 5 of the Tri-Party Agreement, plus the number of days necessary to cure such default in the event Optionee elects to cure pursuant to said Section 5. Notwithstanding anything to the contrary contained herein, if any of the conditions precedent to closing, as set forth in this Agreement, are not fulfilled by the Closing Date, then Optionee may extend the closing as provided in Section 5 hereof. Possession of the Property will be delivered to Optionee on the Closing Date. Time is of the essence of this Agreement.

At the closing Optionor will deliver to Optionee the following documents:

(a) A General Warranty Deed conveying to Optionee the Real Property and Improvements, subject only to the items set forth in Exhibit "C" attached hereto and made a part hereof ("Permitted Encumbrances");

(b) A Bill of Sale conveying to Optionee the Personal Property free and clear of liens or encumbrances;

(c) Each of the Leases then in effect and all amendments or modifications thereto and an Assignment conveying to Optionee the interest of the lessor in and to each of the Leases and all amendments and modifications thereto;

(d) An Assignment conveying to Optionee the interest of Optionor in and to each of the Service Contracts which Optionee has elected to continue;

(e) An ALTA Owner's Policy of Title Insurance (Form B-1970) ("Title Policy"), issued by a title company selected by Optionee ("Title Company") in the amount of the purchase price paid by Optionee; with general exceptions deleted and subject only to the Permitted Encumbrances;

(f) Such other documents as Optionee's attorney may reasonably request.

In the event Optionee exercises its right contained in this section to extend the Closing Date from February 28, 1983, to a date not later than April 15, 1983, unless such extension is pursuant to Section 5, then Optionee agrees to pay to Optioer at Closing a sum equal to the amount by which the interest accruing on the unpaid balance in the Bonds exceeds the Cash Flow from the Property for the period from February 28, 1983, to the extended date of closing selected by Optionee. The term "Cash Flow" shall mean the amount by which the income from the Property exceeds the expenses incurred and paid by Optionor for maintaining and operating the Property, including insurance, taxes and management fee (not in excess of 2.7% of gross income from the Property), but exclusive of construction costs, tenant finish costs and leasing commission. Notwithstanding anything to the contrary contained herein, if construction of the Improvements shall be stopped or delayed by reason of Optionor's inability to obtain materials and/or labor, and such is not due to any act or refusal to act on the part of Optionor, then Optionor shall have the right to extend the Date of Closing by the amount of time of such stoppage or delay not to exceed ninety (90) days in the aggregate or all such stoppages and delays; provided, however, Optionee shall not be obligated to make any payment hereunder for any portion of an extended closing attributable to any such stoppage or delay. Optionor agrees that the Property shall not be subject to any lien or encumbrance, except as herein provided.

e. Section 7A. Section 7A shall be amended as follows:

(i) By deletion of the phrase ", prior to each such payment," in subparagraph (a);

(ii) By deletion of the phrase "for periods beyond the expiration of the Lease Agreement" in subparagraph (a)(ii); and

(iii) By deletion of the phrase "(other than the Lease Agreement)" in the first line of subparagraph (b).

f. Section 7B. Section 7B shall be amended as follows:

(i) By deletion of the phrase "on or prior to the expiration or earlier termination of the Lease Agreement," from subparagraph (h); and

(ii) By deletion of the phrase "upon the expiration or earlier termination of the Lease Agreement" in subparagrazph (j).

g. Section 7C. Section 7C shall be deleted in its entirety and the following new 7C shall be substituted therefor:

"7C <u>Possible Purchase Price Reduction</u>.

All Leases for space in the office buildings shall require the tenants to pay as additional rent all operating expenses of the office buildings in excess of the base year operating expenses of Three and 10/100 Dollars ($3.10) per SFNRA per calendar year. In the event the effect of any of the Leases in effect on the Closing Date is to require the landlord to pay more than Three and 10/100 Dollars ($3.10) per SFNRA per calendar year toward normal operating expenses or to permit the tenant to pay less than its prorata share of all operating expenses in excess of Three and 10/100 Dollars ($3.10) per SFNRA per calendar year, then the Purchase Price shall be reduced as hereinafter provided. If "A" equals the amount by which the base year operating expenses provided for in such Leases exceed Three and 10/100 ($3.10) per SFNRA, and "B" equals the SFNRA covered by such lease, then the reduction in the Purchase Price caused by such lease shall be computed as follows:

$$A \times B = X$$

$$X \div .10 = \text{Purchase Price Reduction}$$

Such Purchase Price Reduction shall reduce and be set off against the amount due under Section 2(c), and, if no payments are due Optionor, then Optionor shall pay the amount of any such reduction to the Optionee. Base year operating expenses shall include but not be limited to real estate taxes, management fees, insurance, utilities, janitorial services, trash removal, repairs and maintenance and any other charges relating to the operation of the Property exclusive of capital improvements."

h. Section 12. Section 12 shall be amended as follows:

(i) By deletion of the following provision of subparagraph (a):

"Subject to the provisions of the Lease Agreement"

(ii) By deletion of subparagraph (b) and substituting in lieu thereon the following provision:

"(b) On the Closing Date, Optionee will receive credit for free rent and other rent concessions made or granted by Optionor with respect to any portion of the Property."

i. Section 13. Section 13 shall be deleted and the following provision inserted in lieu thereof:

13. "Security Deposits. On the Closing Date, Optionor will pay to Optionee the amount of any rent security deposits then held by Optionor, together with accrued interest thereon, if any, required by law or any lease to be paid to any tenant. To the extent paid by Optionor to Optionee, Optionee will indemnify and hold Optionor harmless from, against and in respect of any liability or claim arising out of Optionee's failure to return said security deposits to tenants in accordance with applicable law or the terms of the Leases."

j. Section 14. Section 14 shall be amended by adding a subsection (d) to Section 14 as follows:

"(d) Except as otherwise provided in Section 14(a) and (b) hereof, the Partnership will indemnify and hold the City of Leawood, Kansas and The First National Bank and Trust Company of Oklahoma City, and Optionee harmless and will assume the defense of any liability or claim asserted at anytime against and in respect to any liabilities, obligations, costs and expenses related to or connected with the Property."

k. Section 16. Notices required to be given pursuant to Section 16 of the Option Agreement, shall also be given to:

City of Leawood, Kansas
Attn: City Clerk
9615 Lee Boulevard
Leawood, Kansas 66206

with a copy to:

Larry Winn, III
5100 W. 95th Street
Prairie Village, Kansas 66208

The First National Bank and Trust Company of Oklahoma City
Attn: Jack Larzalere
P.O. Box 25189
Oklahoma City, Oklahoma 73125

8. Use of the Term "Optionor". When sections of the Option Agreement are deleted in their entirety and provisions

are inserted in lieu thereof, pursuant to Section 7 hereof, the use of the term "Optionor" in each of such inserted provisions shall mean the City or Bank, as appropriate.

9. Furnishing of Documents. The Partnership shall furnish to Prospect for Prospect's approval a copy of each of the following documents as available:

a. Each lease for space in the Improvements;

b. Each Service Contract;

c. A survey of the Property;

d. Evidence of each required occupancy permit for the Improvements and evidence that the Property complies with all applicable building, health, traffic, environmental, flood control laws and other laws, rules, ordinances and regulations of authorities having jurisdiction over the Project;

e. Evidence that the Property is serviced by all required public utilities and is tied into municipal sewers and water lines;

f. As-built drawings, soil bearing and engineering reports, topography maps, final Plans and Specifications and Change Orders and other similar matters relating to the physical aspects of the Property;

g. A certified report from an architect or engineer selected or approved by Prospect ("Architect/Engineer") stating that based upon an inspection of the Property, (A) the Improvements have been completed substantially in accordance with the Plans and Specifications, (B) the Improvements are free from defects, (C) all heating, plumbing, air conditioning, electrical and mechanical systems are operating and are adequate for the operation of the Property as first-class office buildings, and are in good order and repair, (D) all structural components of the Property, including, but not limited to, all roofs, foundations, and parking areas, are structurally sound, in good order and repair and (E) all elevators are installed, operating and in good order and repair; and

h. A schedule of all security deposits, prepaid rents, and prepaid reimbursements for operating expenses received from each tenant of the Property.

Whenever any of the aforesaid documents are approved and accepted by Prospect, neither the City nor Bank shall be required hereunder or under the Option Agreement to furnish such document or a comparable document to Prospect, provided, however, that the terms of the Option Agreement do not require the updating of any such documents.

10. Construction Draw Requests. Partnership agrees to simultaneously send copies to Prospect of any request submitted to Bank and the Fiscal Agent under the Bonds for payment or reimbursement of construction costs or any other cost or expense to be paid for from the Construction Fund as established under the Bonds.

11. Indemnification. Except as otherwise provided herein and in the Option Agreement, the Partnership will indemnify and

hold the City, its Fiscal Agent, Bank and Prospect harmless and will assume the defense of any liability or claim asserted at any time against and in respect to any liabilities, obligations, costs, and expenses related to or connected with the Property and the Bonds.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which shall be deemed to be one agreement.

13. Assignment. Prospect may assign, transfer, or convey this Agreement, the Property or any interest therein, without the consent of any of the other parties hereto provided that Prospect will not be released from any liability hereunder in the event of such assignment. Except as provided herein, the City or Bank may not assign, transfer, or convey this Agreement, the Property, or any interest therein without the prior written consent of the other parties hereto.

14. Option Agreement Continues. Except as herein expressly provided, the Option Agreement as amended shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[SEAL]

ATTEST:

(John P. Grennan, Jr.)
Assistant Treasurer

THE PROSPECT COMPANY,
a Delaware corporation

By: _____
(R. L. Buzard) Vice President

LEAWOOD FOUNTAIN PLAZA, a
Kansas limited partnership

By: _____
Richard H. Sailors,
General Partner

By: _____
Rick L. Stucy,
General Partner

THE CITY OF LEAWOOD, KANSAS,
a municipal corporation

ATTEST:
City Clerk

By: _____

THE FIRST NATIONAL BANK AND TRUST
COMPANY OF OKLAHOMA CITY

ATTEST: _____

By: _____

SCHEDULE I

All that part of the NW 1/4 of Section 16, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the Northeast corner of the NW 1/4 of said Section 16; thence S 87° 37' 49" W, along the North line of the NW 1/4 of said Section 16, a distance of 2005.20 feet, to the true point of beginning of subject tract; thence continuing S 87° 37' 49" W, along the North line of the NW 1/4 of said Section 16, a distance of 648.32 feet, to the Northwest corner thereof; thence S 1° 41' 29" E, along the West line of the NW 1/4 of said Section 16, a distance of 845.99 feet; thence N 88° 18' 31" E, a distance of 55 feet, to a point of curvature; thence Easterly and Southeasterly, along a curve to the right, having a radius of 1250 feet, and a central angle of 4° 33', a distance of 99.27 feet, to a point of compound curvature; thence Southeasterly, along a curve to the right, having a radius of 495 feet, a central angle of 11° 16' 38", and whose initial tangent bearing is S 87° 08' 29" E, a distance of 97.43 feet; thence N 11° 42' 44" E, a distance of 44.33 feet, to a point on the Northerly right-of-way line of 112th Street, as now established; thence Southeasterly, along the Northerly right-of-way line of said 112th Street, said line being on a curve to the right, having a radius of 350 feet, a central angle of 3° 16' 03", and whose initial tangent bearing is S 69° 53' E, a distance of 19.96 feet, to a point on the Westerly right-of-way line of Ash, as now established; thence N 19° 43' 33" E, along the Westerly right-of-way line of said Ash, a distance of 109.67 feet, to a point of curvature; thence Northeasterly, along the Westerly right-of-way line of said Ash, said line being on a curve to the right, having a radius of 585 feet, and a central angle of 17° 53' 54", a distance of 182.74 feet, to a point of tangency; thence N 37° 37' 27" E, along the Westerly right-of-way line of said Ash, a distance of 256.07 feet, to a point of curvature; thence Northeasterly, along the Westerly right-of-way line of said Ash, said line being on a curve to the left, having a radius of 353.99 feet, and a central angle of 24° 49' 23", a distance of 153.36 feet, to a point of compound curvature; thence Northeasterly and Northerly, along the Westerly right-of-way line of said Ash, said line being on a curve to the left, having a radius of 561 feet, a central angle of 15° 10' 15", and whose initial tangent bearing is N 12° 48' 04" E, a distance of 148.54 feet, to a point of tangency; thence N 2° 22' 11" W, along the Westerly right-of-way line of said Ash, a distance of 34.77 feet; thence N 47° 22' 11" W, along the Westerly right-of-way line of said Ash, a distance of 14.14 feet; thence N 2° 22' 11" W, a distance of 55 feet, to the true point of beginning of subject tract, subject to that part thereof dedicated for street purposes.

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L E A S E

THIS LEASE, made and entered into as of this 1st day of April, 1982, by and between the CITY OF LEAWOOD, KANSAS, a municipal corporation, of Johnson County, Kansas (the "Landlord"), and LEAWOOD FOUNTAIN PLAZA, a Kansas limited partnership (the "Tenant"),

WITNESSETH:

WHEREAS, Landlord is a municipality duly organized and existing under the laws of the State of Kansas, with full lawful power and authority to enter into this lease by and through its Governing Body, and

WHEREAS, Landlord, in furtherance of the purposes and pursuant to the provisions of the Laws of Kansas, K.S.A. 12-1740 to 12-1749(a) (the "Act"), and in order to promote, stimulate and develop the general economic welfare and prosperity of the citizens thereof, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas and the health of the citizens thereof, has proposed and does hereby propose that it shall:

(a) Solely from the proceeds of the sale of the Bonds, acquire by purchase the real estate referred to in Article I hereof (said real estate hereinafter referred to as the "Land") and pay for the acquisition, construction and installation of the buildings and improvements and machinery and equipment described in Article IV hereof (said buildings and improvements and machinery and equipment being hereinafter referred to as the "Building");

(b) Lease the Land and the Building (the Land and the Building together hereinafter referred to as the "Facility") to Tenant for the rentals and upon the terms and conditions hereinafter set forth;

(c) Issue, for the purpose of defraying the foregoing costs, its Industrial Revenue Bonds, Series of April 1, 1982 (The Leawood Fountain Plaza Project), in the aggregate principal amount of Seven Million Two Hundred Eighty Thousand and No/100 Dollars ($7,280,000.00) (the "Bonds") under and pursuant to and subject to the provisions of the Act, said Bonds to be authorized by an ordinance passed by the Landlord (the "Bond Ordinance") in a form substantially as that attached hereto as Exhibit "A" and incorporated herein by reference;

(d) Landlord agrees to use its best efforts in assisting the Tenant in obtaining commitments from the appropriate state, county, municipal and other authorities and corporations for the supply of water, gas, electricity and other utilities for the operation of the Facility; and

WHEREAS, Tenant, pursuant to the foregoing proposals of Landlord, desires to lease the Facility from Landlord, for the rentals and upon the terms and conditions hereinafter set forth; and

WHEREAS, it has been proposed and the governing body has pursuant to the Bond Ordinance authorized and approved the sub-leasing of the Facility by the Tenant to various tenants;

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

ARTICLE I

1.1. Granting of Leasehold. Landlord by these presents hereby rents, leases and lets unto Tenant and Tenant hereby rents, leases and hires from Landlord, for the rentals and upon and subject to the terms and conditions hereinafter set forth, the property described and set forth on Schedule I attached hereto and made a part hereof for a basic term of one (1) year and eleven (11) months commencing on the date of this lease and ending at midnight on February 29, 1984.

ARTICLE II

2.1. Basic Rent. Landlord reserves and Tenant covenants and agrees to pay in immediately available funds to the Fiscal Agent hereinafter and in the Bond Ordinance designated, for the account of Landlord and during the full basic term, for deposit in the Principal and Interest Account hereinafter and in the Bond Ordinance established, in installments payable at the times and in the amounts specified below, until the principal of and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Bond Ordinance, as rent for the Facility, the aggregate of the following:

(a) Commencing on the last day of the calendar month of authentication and delivery of the Bonds to the purchaser thereof under the provisions of the Bond Ordinance and on the last day of each calendar month thereafter (such dates being hereinafter referred to as "interest payment dates") an amount which when added to other funds on deposit in the Principal and Interest Account and available for payment of interest on the Bonds shall equal the total amount of interest coming due on the Bonds on that interest payment date, plus

(b) On February 29, 1984, an amount which when added to other funds on deposit in the Principal and Interest Account and available for payment of principal of and inte-

rest on the Bonds shall be equal to the sum of $7,280,000 (hereinafter referred to as the "principal payment date"),

(c) On or before any redemption date, an amount which when added to other funds on deposit in the Principal and Interest Account and available for such purpose shall be equal to all principal, interest and redemption premiums, if any, on all Bonds to be redeemed on such redemption date,

(such rent herein sometimes referred to as the "Basic Rent" or "basic rent"). Whenever any date on which any payment of basic rent hereunder is due and payable falls on a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close, then the Basic Rent payment shall be due and payable on the first business day next preceding such payment date.

Any amount due from the Tenant pursuant to the terms of this Lease which is not paid when due (allowing for any applicable grace period) will bear interest at the rate equal to three percent (3%) per annum in excess of the non-default rate of interest provided in the Bonds from date such payment is due until payment is made in full.

If on any interest payment date, the balance in the Principal and Interest Account available for the payment of principal and interest is insufficient to make the required payments of principal and interest when due and payable as above provided, then on such date Tenant will forthwith pay any such deficiency to the Fiscal Agent for deposit in the Principal and Interest Account. Any amounts at any time held by the Fiscal Agent in the Principal and Interest Account for the payment of the Bonds and which are in excess of the principal and interest due on the Bonds on the next interest payment date and which are also in excess of the amount required for payment of (a) any Bonds theretofore matured plus (b) past due interest in all cases where such Bonds or coupons have not been presented for payment, shall, as Tenant may direct, (i) be applied to, and shall to the extent sufficient, reduce Tenant's obligation to pay such next maturing installment of Basic Rent, or (ii) be used to call such Bonds as may be designated by Tenant for redemption and payment when the same are subject to redemption, or (iii) be used for purchasing said Bonds prior to maturity, paying the market price therefor. If, at any time, the amount held by the Fiscal Agent in the Principal and Interest Account, shall be sufficient to pay, at the time required, the principal and interest on all the Bonds then remaining unpaid, the Tenant shall not be obligated to make any further rental payments under the provisions of this Article, and any funds held in the Principal and Interest Account in excess of the amount required to pay the Bonds in full as aforesaid, shall be refunded to Tenant as excess rent.

2.2. Acquisition of Bonds. In the event Tenant acquires any outstanding Bonds or any of the coupons representing interest

thereon, it may present the same to the Landlord for cancellation, and upon such cancellation, Tenant's obligation to pay basic rent under Section 2.1 hereof shall be reduced accordingly; provided, however, in no event shall Tenant's obligation to pay Basic Rent be reduced in such manner that the Fiscal Agent shall not have on hand in the Principal and Interest Account funds sufficient to pay the maturing principal of and interest on the Bonds as and when the same shall become due and payable in accordance with the provisions of the Bond Ordinance.

2.3. Additional Rent. Tenant shall pay as additional rent ("Additional Rent" or "additional rent") (a) all fees, charges and expenses of the Fiscal Agent or Paying Agent hereinafter and in the Bond Ordinance designated and (b) all Impositions (as defined in Article V), and (c) all amounts required under Article XXVIII and all other payments of whatever nature which Tenant has agreed to pay or assume under the provisions of this lease, and (d) all costs and expenses incident to the payment of the principal and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the redemption and payment of all outstanding Bonds, and (e) all expenses (including attorneys' fees) incurred by Landlord in connection with the enforcement of any rights under this lease or the Bond Ordinance. If at any time any amount paid by Tenant to Landlord or the Fiscal Agent or Paying Agent as additional rent is or becomes in excess of the amount required for the purposes for which it was paid, such excess amount shall be promptly refunded to the Tenant.

2.4. Facility to be Subleased. Landlord and Tenant acknowledge that the Facility shall be subleased by Tenant to various subtenants pursuant to written subleases, which subleasing has been and is hereunder approved by Landlord.

2.5. Rent Payable Without Abatement or Set-off. Tenant covenants and agrees with and for the express benefit of Landlord and the holders of the Bonds that all payments of basic rent and additional rent shall be made by Tenant on or before the date the same become due, and that Tenant shall perform all of its obligations, covenants and agreements hereunder, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstances whatsoever whether now existing or hereafter arising, and irrespective of whether the Facility shall have been started or completed, or whether Landlord's title thereto, or to any part thereof, is defective or non-existent, and notwithstanding any damage to, loss, theft or destruction of the Facility or any part thereof, any failure of consideration or commercial frustration of purpose, the taking by eminent domain of title to or of the right to temporary use of all or any part of the Facility, legal curtailment of Tenant's use thereof, the eviction or constructive eviction of Tenant, any change in the tax or other law of the United States of America, the State of Kansas or any political subdivision of either thereof, any change in Landlord's legal

organization or status, or any default of Landlord hereunder, and regardless of the invalidity of any action of the Landlord, and regardless of the invalidity of any portion of this Lease, and Tenant hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this lease or which releases or purports to release Tenant therefrom. Nothing in this lease shall be construed as a waiver by Tenant of any rights or claims Tenant may have against Landlord under this lease or otherwise, but any recovery upon such rights and claims shall be had from Landlord separately, it being the intent of this lease that the Tenant shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this lease (including the obligation to pay basic rent and additional rent) for the benefit of the holders of the Bonds. In the event the Landlord should fail to perform any agreement on its part to be performed under this Lease, the Tenant may institute such action against the Landlord as the Tenant may deem necessary to compel performance. The Tenant may, however, at its own cost and expense and in its own name or in the name of the Landlord, prosecute or defend any action or proceedings or take any other action which Tenant deems reasonably necessary in order to insure the construction, equipping and completion of the Facility or to secure or protect its right of possession, occupancy and use hereunder, and in such event the Landlord hereby agrees to cooperate fully with the Tenant and to take all action necessary to effect the substitution of the Tenant for the Landlord in any such action or proceeding if the Tenant shall so request.

2.6. Prepayment of Basic Rent. Tenant may at any time prepay all or any part of the basic rent provided for hereunder.

2.7. Fiscal Agent, Principal and Interest Account, Use of Funds in Account. Landlord hereby designates The First National Bank and Trust Company of Oklahoma City, in the City of Oklahoma City, Oklahoma, as the fiscal agent for the Bonds (herein referred to as the "Fiscal Agent"). The First National Bank and Trust Company of Oklahoma City, Fiscal Agent under this lease, shall, for the purpose of this lease, include not only said Bank, but also its successor and successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor and successors of any such surviving or new corporation, and any corporation to which the fiduciary business of said Bank may at any time be transferred.

The Fiscal Agent shall establish, and shall deposit from the sale of the Bonds, the sum of $910,910.00 representing the interest estimated to accrue on the Bonds through June 1, 1983, the estimated period of construction, and all payments of basic rent in the following trust account, the amount to be deposited in such account to be in accordance with the provisions of the Bond Ordinance: "Principal and Interest Account for Industrial Revenue

Bonds, Series of April 1, 1982 (The Leawood Fountain Plaza Project), of the City of Leawood, Kansas" (herein called the Principal and Interest Account). The funds deposited in said trust account shall be used and applied by the Fiscal Agent in the manner and for the purposes set forth in the Bond Ordinance. If at any time the amount in the Principal and Interest Account shall have become sufficient to pay in full the principal of and interest on all outstanding Bonds, either at maturity, or on earlier redemption, and all costs, expenses in connection with the call, redemption and payment of all outstanding Bonds, then in that event (i) all of the Bonds then outstanding as soon as the Bonds are subject to redemption shall be called for redemption by the Landlord, and all moneys held in the Principal and Interest Account by the Fiscal Agent shall be used to pay the principal of and all interest on the Bonds so called for redemption and all costs and expenses incurred in connection with the call, redemption and payment of said outstanding Bonds, and (ii) no further basic rent shall be payable hereunder during the basic term, and any funds held in the Principal and Interest Account in excess of the amount required to pay the Bonds in full as aforesaid, shall be refunded to Tenant as excess rent or to the Bank as provided in Section 11 of the Ordinance. Landlord shall call such of the Bonds as are subject to redemption under the terms of the Bond Ordinance if so directed in writing by the Tenant.

ARTICLE III

3.1. Sale of Bonds. Landlord shall on or before July 1, 1982, issue and sell its Industrial Revenue Bonds, Series of April 1, 1982 (The Leawood Fountain Plaza Project), in the total amount of $7,280,000, at a price of $7,280,000. In the event Landlord is unable after using its best efforts to issue and sell its Bonds in the total amount of $7,280,000 on or before July 1, 1982, this Lease shall, at the close of business on July 1, 1982, be and become null and void ab initio without liability or obligation on the part of either party.

3.2. Construction Fund. The proceeds of the sale of the Bonds, less any accrued interest, if any, received in connection with such sale and the additional sum representing interest estimated to accrue on the Bonds during the estimated period of construction, shall be paid over to the Fiscal Agent, for the account of Landlord, and shall be deposited by the Fiscal Agent in a trust account designated "Leawood Fountain Plaza Construction Fund" (the "Construction Fund"), to be used and applied as provided herein, in Article IV, and as otherwise provided in the Bond Ordinance. The Fiscal Agent shall, first, pay from the Construction Fund any and all expenses of whatever nature incurred in connection with the issuance and sale of the Bonds, the payment of said expenses to be made in accordance with Section 4.3 hereof providing that Tenant shall deliver to the Fiscal Agent written instructions specifying the amounts to be disbursed and the persons to whom the disbursements are to be made.

3.3. Investments. Moneys in the Construction Fund and in the Principal and Interest Account shall be invested by the Fiscal Agent, upon written instruction of the Tenant in Eligible Investments, as hereinafter defined, unless the Tenant instructs the Fiscal Agent to hold such finds in cash or on deposit.

The term "Eligible Investments" means: (i) any bonds or other obligations of the United States of America or any agency thereof which as to principal and interest constitute direct obligations of or are guaranteed by the United States of America, (ii) certificates of deposit or styled bankers acceptances of banks, including the Fiscal Agent, organized under the laws of the United States of America or any state thereof, which have a combined capital and surplus of at least $25,000,000 in dollars of the United States of America, (iii) commercial paper or finance company paper which is rated not less than prime-one or A-1 or P-1 or A-2 or P-2 or their equivalents by Moody's Investors Service, Inc. and Standard & Poor's Corporation, or their successors, (iv) any repurchase agreement secured by any one or more of the obligations listed above in (i), (v) subject to the approval of the bondholders so long as The First National Bank and Trust Company of Oklahoma City shall be the registered owner of any of the Bonds, Eurodollar certificates of deposit or Eurodollar time deposits, and (vi) money-market funds backed by any of the above, provided that such investment or deposit is not prohibited by law.

All interest any investment income on moneys held in any fund or account created by the Bond Ordinance or this Lease and any profit realized therefrom shall accrue to and become a part of such fund or account and any gain or loss resulting from such investments shall be credited or charged to such fund or account. The Fiscal Agent shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in such fund or account is insufficient for the purposes of such fund or account. Such certificates of deposit shall be purchased directly from such bank, trust company or national banking association and shall have a maturity not exceeding the time within which the funds invested therein are required to be available. In no event shall investment of funds be made for a period extending beyond the next interest payment date on which such funds will be needed to pay principal or interest coming due on the Bonds.

Any such investments made by the Fiscal Agent may be made through its own Bond Department. Investment of funds held by the Fiscal Agent shall not be made in a manner which would cause any of the Bonds to be an "arbitrage bond" as the same is defined in Section 103(c) of the Internal Revenue Code, as amended, and the Income Tax Regulations applicable thereto.

Notwithstanding anything herein before contained to the contrary, moneys on deposit in the Principal and Interest Account representing surplus construction funds transferred to the Principal and Interest Account upon completion of construction and held in special escrow therein shall be invested at a yield not exceeding the yield on the Bonds pending such application.

ARTICLE IV

4.1. Construction Contracts. It is recognized by the parties hereto that prior or subsequent to the execution hereof, Tenant has entered or will enter into a contract or contracts for the construction of buildings and improvements on the Land. Said contract or contracts are hereinafter referred to as the "Construction Contracts". Tenant has concurrently with the execution hereof assigned, conveyed and transferred, and does hereby assign, convey and transfer to Landlord the Land and Tenant's rights, titles, interests and estates in and to all buildings, improvements and work performed or in progress on the Land, such assignment, conveyance and transfer subject, however, to the Option Agreement, as identified in the Bond Ordinance, and to the Construction Contracts. After the execution hereof, Tenant shall cause the Construction Contracts to be fully performed by the contractors thereunder in accordance with the terms thereof. Tenant covenants to cause said building and improvements to be constructed in accordance with the Construction Contracts and the plans and specifications approved under the said Option Agreement; and Tenant warrants that the construction of said building and improvements in accordance with said Construction Contracts will result in a facility suitable for use by Tenant as a commercial office building, and that all real and personal property provided for therein are necessary or appropriate in connection with the Facility.

4.2. Construction Insurance. At all times during the construction of the buildings and improvements there shall be maintained in full force and effect (either by Tenant or by the contractors under the Construction Contracts) the following coverage:

(a) Comprehensive General Liability Insurance including coverage for bodily injury (including death of persons) and property damage in an amount not less than $100,000 for personal injuries (including death) to any one person, not less than $300,000 for personal injuries (including death) in any one accident; Comprehensive Automobile Liability Insurance providing combined single limit coverage (including coverage for all losses whatsoever arising from the ownership maintenance, operation or use of any automobile, truck or other motor vehicle) of not less than $500,000; and Commercial Unbrella Insurance providing coverage in an amount not less than $1,000,000.

(b) Workmen's Compensation Insurance.

In the event that the insurance referred to in sub-paragraphs (a) and (b) above is to be maintained by the contractors, Tenant shall cause certificates of insurance evidencing the same to be filed with Landlord and Tenant which shall provide that the insurance carrier shall give not less than fifteen (15) days' notice of any cancellation or material change thereof to Landlord, Fiscal Agent and Tenant.

(c) Owners' Protective Liability Insurance. Tenant shall further cause to be issued an Owners' Protective Liability Insurance Policy, with limits of liability not less than those provided for in subparagraph (a) above, naming the Tenant and Landlord as insured during the construction period and also naming as an additional insured the Fiscal Agent as its interest may appear.

Tenant shall further be responsible to Landlord for all costs and expenses (including attorneys' fees) which Landlord may legally incur by reason of injuries to employees of contractors or subcontractors, which Landlord may legally incur during and arising out of construction operations of the Facility.

(d) Builder's Risk Completed Value Form Insurance insuring the Facility against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State of Kansas, to the full insurable value of the Building (the term "full insurable value" meaning the actual replacement cost as determined by Landlord and Tenant with such exclusions as are permitted under Section 6.1 below) and that such be pre-paid in full prior to the commencement of construction under the Construction Contracts; such policy or policies of insurance shall name the Landlord, Tenant and Fiscal Agent as insureds, as their respective interests may appear, and all payments received under such policy or policies by Landlord and Tenant shall be paid over to the Fiscal Agent and be deposited in the Construction Fund. Such policies or copies thereof shall be delivered to Landlord.

Prior to the commencement of any construction on the Land under any Construction Contract, Tenant shall deliver to the Landlord a labor and material payment bond with respect to such Construction Contract and in the full amount of such Construction Contract, made by the contractors thereunder as the principals and a surety company, or companies qualified to do business in Kansas as surety; such bonds shall be in such form as is approved in writing by Landlord. The aforesaid labor and material payment bonds shall be in form sufficient under, and shall be filed with

the Clerk of the District Court of Johnson County, Kansas, pursuant to K.S.A. 60-1110 and K.S.A. 60-1111, in order to foreclose the filing of mechanic's or materialmen's liens against the Facility. Such bonds shall name the Landlord and Tenant as obligees, and all payments received by Landlord and/or Tenant under said bonds shall become a part of and be deposited in the Construction Fund. Any and all amounts received by the Landlord and/or Tenant from any of the contractors or other suppliers by way of damages for breach of contract, refunds or adjustments shall become a part of and be deposited in the Construction Fund.

4.3. Payment for Construction. Landlord hereby agrees to pay for the construction of the buildings and improvements aforesaid and to pay certain costs relating to the issuance of the bonds as hereinafter described, but solely from the Construction Fund, and hereby authorizes and directs the Fiscal Agent to pay or reimburse the Tenant for such costs and construction, but solely from the Construction Fund, in the following manner: (1) as to payments made in respect of legal fees, underwriting and commitment fees and commissions, and all other fees incident to the sale and issuance of the bonds, and the cost of the land in the amount of $1,218,852 and of the title insurance policy referred to in Article XVI, funds out of the Construction Fund shall be paid from time to time upon receipt by the Fiscal Agent of a certificate signed by the Tenant; (2) as to all other construction costs, funds shall be paid out of the Construction Fund upon receipt by the Fiscal Agent of a certificate signed by the Tenant and by the architect selected by the Tenant:

(a) requesting payment of a specified amount of such funds and directing to whom such amount shall be paid;

(b) stating that the amount requested either has been paid by Tenant, or is due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses shall be stated) who have performed necessary and appropriate work or furnished necessary and appropriate materials in the construction of the aforesaid buildings and improvements, and giving a brief description of such work and materials and the several amounts so paid or due to each of said persons in respect thereof, stating specifically that such work or materials involved tenant finish as contemplated by the Option Agreement if in fact that is the case and naming the tenant for whom such finish work has been undertaken, stating that the fair value of such work or materials is not exceeded by the amount requested to be withdrawn, and stating that the cost of construction for which payment requisition is made is one which may be capitalized for Federal income tax purposes;

(c) stating that, except for the amounts, if any, stated in said certificate pursuant to the foregoing subparagraph (b) and except for applicable holdbacks, there are no outstanding indebtednesses which are then due and payable for labor, wages, materials, supplies or services in connection with the construction of said buildings and improvements which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or other similar lien upon the Facility or any part thereof;

(d) stating that no part of the several amounts paid or due, as stated in said certificate, has been or is being made the basis for the withdrawal of any moneys in any previous or then pending application pursuant to this section;

(e) stating with respect to payments requested to pay or reimburse the Tenant for costs of tenant finish that all conditions of the Option Agreement for payment for such item or items has been satisfied and so long as The First National Bank and Trust Company of Oklahoma City shall be registered owner of any Bonds having attached evidence of written approval of the particular sublease by said bondholder.

It is acknowledged and agreed that not less then $625,000 of the funds on deposit in the Construction Fund are to be used for tenant finish for approved tenants of the Facility. Accordingly, the Fiscal Agent shall not reduce amounts on deposit in the Construction Fund below $625,000 except to the extent it shall have representations as required above that amounts so paid are for tenant finish.

The sole obligation of Landlord under this section shall be to cause the Fiscal Agent to make such disbursements upon receipt of such certificates. The Fiscal Agent may rely fully on any such directions and shall not be required to make any investigation in connection therewith. Landlord agrees to place Tenant in full possession of the Land immediately upon execution of this Lease. The Fiscal Agent, its officers, employees and agents, shall have the right at any and all reasonable times prior to completion of the Facility to enter therein and thereon for the purpose of inspecting the acquisition, construction and completion thereof.

4.4. Machinery and Equipment. The parties agree that certain machinery and equipment will be necessary in the construction and completion of the Building, and Landlord hereby agrees to purchase, but solely from the Construction Fund, and hereby authorizes and directs the Fiscal Agent to pay for, but solely from the Construction Fund, such items of machinery and equipment as the Tenant shall from time to time specify in a certificate delivered to the Fiscal Agent. Said certificate shall contain a reasonably complete description of all such items of machinery and equipment, shall specify the cost thereof, shall state that

the machinery and equipment described therein has been delivered and is installed, and shall specify to whom payment shall be made. The sole obligation of Landlord under this section shall be to cause the Fiscal Agent to make such disbursements upon receipt of said certificate. The Fiscal Agent may rely fully on any such certificate and shall not be required to make any investigation in connection therewith.

4.5. Construction Cost. The term "Construction Cost" shall mean all costs and expenses incident to the issuance, sale and delivery of the Bonds and shall, without limiting the generality of the foregoing, be construed to also include (i) all costs and expenses necessary or incident to the acquisition of the Land; (ii) all costs and expenses of every nature incurred in constructing the buildings and improvements and the cost of purchasing and installing the machinery and equipment; (iii) the cost of the title insurance policy referred to in Article XVI; (iv) the cost of all utility facilities on or having to be brought to the Land and all costs of connection; (v) any and all expenses incurred by Tenant, including those prior to the sale of the Bonds, for planning, development and design, any and all expenses for architects' and engineering fees, the fees and expenses of Tenant's employees and regularly employed consultants, title insurance, surveys, attorneys' fees, and other items necessary to the commencement of construction; (vi) all costs and expenses incurred by Landlord and Tenant in connection with the issuance of the Bonds, including underwriting fees and commission; (vii) the opening fee and other expenses of the Fiscal Agent, the expense of filing and recordation with respect to this Lease, the expenses of filing with respect to any financing statements and security agreements required to be filed in order to perfect or protect the security interest of the City of Leawood, Kansas in and to any leased equipment and machinery, the fees for recording the deeds whereby the Land has been or is to be conveyed to the Landlord and the fees for preparing and recording any title curative documents that the Landlord, the Tenant or counsel for either of them may deem desirable to file for record in order to perfect or protect the title of the Landlord to the Land and the fees and expenses in connection with any actions or proceedings that the Landlord, the Tenant or counsel for either of them may deem desirable to bring in order to perfect or protect the title of the Landlord to the Land; (viii) payment to the Tenant and the Landlord, as the case may be, of such amounts, if any, as shall be necessary to reimburse the Tenant and the Landlord in full for all advances and payments made by them or either of them prior to or after the delivery of the Bonds for expenses (including without limitation interest on any moneys borrowed) in connection with site preparation of the Land or the acquisition by the Landlord and Tenant of title to the Land (including the cost of the Land), the preparation of plans and specifications for the Facility, including utilities and other facilities necessary or desirable in connection with the Facility, or any one or more of the foregoing (including architectural, engineering and supervisory services

with respect to any of the foregoing); (ix) payment of accounting fees and expenses and all other expenses incurred in connection with the authorization, sale and issuance of the Bonds, the preparation of this lease and all other documents in connection therewith and in connection with the acquisition of title to the Land; (x) payment, as such payments become due, of the fees and expenses of the Fiscal Agent and Paying Agent that may become due during the construction period; (xi) to such extent as they shall not be paid by a contractor for construction or installation with respect to any part of the Facility, payment of the premiums on all insurance required to be taken out and maintained during the construction period under this lease; (xii) payment of the Impositions, if any, that may become payable during the construction period; (xiii) payment of expenses reasonably incurred and approved by Fiscal Agent in seeking to enforce any remedy against any contractor or sub-contractor in respect of any default under a contract relating to the Facility; (xiv) all other expenses necessary or incident to the construction and completion of the Facility; (xv) all moving expenses incurred in connection with moving to the Facility certain necessary equipment whether purchased from bond proceeds or used equipment owned by Tenant and transferred to the Facility; and (xvi) all other expenses, fees, costs and outlays of whatever nature as may from time to time be agreed upon by Landlord, Fiscal Agent and Tenant. Landlord hereby agrees to pay for, but solely from the Construction Fund, and hereby authorizes and directs the Fiscal Agent to pay for, but solely from the Construction Fund, all Construction Costs, upon receipt by the Fiscal Agent of a certificate of Tenant with respect to the cost of the Land and costs relating to the issuance of the bonds or title insurance, or the Tenant and the architect selected by the Tenant with respect to other construction costs as required by Section 4.3 showing the assent of Landlord thereto if such is required under the terms hereof, requesting a specified sum of money, describing in reasonable detail the Construction Cost which forms the basis for said request and containing a statement that said sum does not exceed the cost to Tenant of said Construction Cost.

4.6. Deficiency of Construction Fund. If the Construction Fund shall be insufficient to pay fully all Construction Costs and to complete fully the Facility lien free, Tenant shall pay, in cash, the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials, machinery, equipment and services as the same shall become due, and Tenant shall save Landlord and the Fiscal Agent whole and harmless from any obligation to pay such deficiency.

4.7. Surplus in Construction Fund. Any amount remaining in the Construction Fund after the Tenant and the aforesaid architect or engineeer shall certify that the Facility has been fully completed and paid for, shall be transferred to the Principal and Interest Account. Such surplus construction funds so transferred

and attributable to the proceeds of the Bonds shall be held by the Fiscal Agent in a special escrow within the Principal and Interest Account and applied to payment of the principal of the Bonds at the earlier of the maturity thereof or upon redemption, unless there shall be provided to the City and the Fiscal Agent an opinion of bond counsel of national recognition that shall conclude that another or different application of such surplus construction funds shall not adversely affect the tax exempt status of the interest income on the Bonds, and such funds placed in such special escrow shall be invested at a yield not exceeding the yield on the Bonds pending such application.

Any amount on deposit in the Construction Fund at the time of the exercise of the option to purchase provided for at Section 17.2 hereof shall be likewise transferred to the Principal and Interest Account and applied to the purchase price.

4.8. Right of Entry by Landlord and Others. The duly authorized agents of Landlord shall have the right at any time and all times prior to the completion of the Facility to enter the Facility, or any parts thereof, for the purpose of inspecting the acquisition and construction thereof.

4.9. Facility Property of Landlord. The Land, all buildings, improvements and work in progress located thereon at the execution hereof and assigned, conveyed and transferred to Landlord; all work and materials on the buildings and improvements as such work progresses; all machinery and equipment installed in or on the Facility, the Facility as fully completed, anything under this lease which becomes, is deemed to be, or constitutes a part of the Building, and the Building as repaired, rebuilt, rearranged, restored or replaced by Tenant under the provisions of this lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of Landlord to the same extent as if the same had been erected or installed prior to the execution of this lease.

4.10. Machinery and Equipment Purchased by Tenant. Any item of machinery or equipment the entire purchase price of which is paid for by Tenant with Tenant's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this lease in the Construction Fund, shall be the property of Tenant, and shall not constitute part of the Facility, and Landlord shall deliver to Tenant a certificate to the foregoing effect, in recordable form if requested by Tenant.

4.11. Project Manager. Landlord hereby designates and appoints R. H. Sailors as Project Manager, and Rick Stucy as Successor Project Manager. During the absence or in the event of the resignation or inability to act of the Project Manager, the person designated above as the Successor Project Manager shall be Project Manager. Landlord may, and upon the written request of

Tenant shall, remove any person acting as Project Manager at any time and designate another person to act as Project Manager provided that any other person designated to act as Project Manager shall also be approved in writing by Tenant. Landlord hereby constitutes the Project Manager as its duly authorized agent to perform and exercise all authorities, discretions and elections of Landlord under the Construction Contracts including the making of changes, amendments and additions therein and thereto; to supervise the construction of the buildings and improvements, and the completion of the Facility. It is expressly agreed and understood between the parties hereto that nothing contained in this lease shall obligate Landlord to purchase or pay for or become obligated for, and that Project Manager shall have no authority to obligate Landlord to purchase or pay for, anything whatsoever out of funds other than those in the Construction Fund.

ARTICLE V

5.1. Impositions. Tenant shall, during the life of this lease, bear, pay and discharge, before the delinquency thereof, 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 Facility, or any part thereof, or any buildings and improvements at any time thereon or Tenant's interest in the Facility under this lease, including any new lawful 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 property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber Landlord's title to the Facility (all of the foregoing being herein referred to as "Impositions"). All Impositions prior to the time Landlord acquires fee simple title to the Land shall be paid in full by Tenant. In the event any special assessment taxes are lawfully levied and assessed which may be paid in installments, Tenant shall be required to pay only such installments thereof as become due and payable during the life of this lease as and when the same become due and payable.

Notwithstanding that under the existing provisions of K.S.A. 79-201(a), as amended, the property acquired and/or constructed with the proceeds of the Bonds is entitled to exemption from ad valorem taxation for a period of ten (10) calendar years after the calendar year in which the Bonds are issued, Landlord and Tenant agree that no application for such exemption shall be filed, so that the Tenant shall pay ad valorem taxes with respect to the Facility as though such property had not been acquired with the proceeds of the Bonds.

5.2. Payment in Lieu of Taxes. In the event that the Facility or any part thereof shall, notwithstanding the provisions of Section 5.1 above, be held or declared to be exempt from ad valorem taxation pursuant to K.S.A. 79-201(a), as amended, then Tenant agrees to make payments annually in lieu of taxes in consideration of the issuance by Landlord of the Bonds to finance the Facility and in consideration of the Tenant's execution of the Lease and as payment for all the time and services provided by the Landlord in connection with the performance of the Landlord of all covenants provided for in this Lease and Bond Ordinance. Such payments in lieu of taxes to be made by Tenant thoughout any such period of extemption shall be an annual amount determined by valuing the Facility in the same manner and to the same extent as other property similarly situated and multiplying such valuation by the tax rates of the Landlord, Johnson County, the State of Kansas, the School District, the Johnson County Community College District, and other state and local taxing units, whether now in existence or hereafter created, in which the Facility is situated, for the current year then in effect. Tenant shall have the right to contest the valuation herein referred to and the amounts due hereunder in the same manner and to the same extent as any taxpayer. The amounts to be paid by the Tenant hereunder shall be reduced by any amounts paid by the Tenant on account of real property taxes or assessments levied against the Facility, or the Tenant's interest therein, including its leasehold interest, except for special assessments levied on account of special benefits. The Tenant shall pay the amounts provided for to the County Treasurer of Johnson County.

5.3. Receipted Statements. Within thirty (30) days after the last day for payment, without penalty or interest, of an Imposition which Tenant is required to bear, pay and discharge pursuant to the terms hereof, Tenant shall deliver to Landlord, a photostatic copy of the statement issued therefor duly receipted to show the payment thereof.

5.4. Landlord May Not Sell. Landlord covenants that, without Tenant's and, so long as The First National Bank and Trust Company of Oklahoma City shall be a registered owner of any of the Bonds, said bondholder's written consent, it will not, unless required by law, sell or otherwise part with its fee interest in the Facility at any time during the life of this lease.

5.5. Contest of Impositions. Tenant shall have the right, in its or Landlord's name to contest the validity or amount of any Imposition which Tenant is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least thirty (30) days before the Imposition complained of becomes delinquent if, and provided, Tenant, before instituting any such contest, gives Landlord written notice of its intention so to do and, if requested in writing by Landlord, deposits with Landlord a bond in favor of Landlord, with a surety

company acceptable to Landlord as surety, in a penal sum of at least twice the amount of the Imposition so contested conditioned upon the payment, if so adjudged, of the contested Imposition, together with all interest and penalties accruing thereon and costs of suit, and if, and provided further, Tenant diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale thereof, under execution or otherwise, and promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. Tenant shall hold Landlord whole and harmless from any costs and expenses Landlord may incur related to any such contest.

ARTICLE VI

6.1. Insurance. Tenant shall prior to or simultaneously with the expiration of the insurance provided under the Construction Contracts and throughout the life of this lease, at its sole cost and expense, keep the Building constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Kansas in an amount equal to the full insurable value thereof in such insurance company or companies authorized to do business in the State of Kansas as may be selected by Tenant and approved in writing by Landlord. The terms "full insurable value" shall mean the full actual replacement cost as said "full insurable value" shall be determined from time to time by Landlord and Tenant but not more frequently than once every twelve (12) months. Nothing in this Article VI or any other portion of this lease shall be construed to prevent Tenant from including the Facility under Tenant's blanket forms of insurance coverage, provided that each and all of the requirements of this Article VI be complied with under such blanket coverage, including but not limited to the requirements that Landlord and Fiscal Agent be named as co-insureds with respect to the Facility, that the proceeds with respect to any loss to the Facility be paid to the Fiscal Agent as Insurance Trustee, and that certificates evidencing the amount and type of insurance required under this Article VI be delivered to Landlord and the Fiscal Agent. Upon the expiration of the insurance required under Article IV and thereafter not less than thirty (30) days prior to the expiration dates of the expiring policies, originals or certificates of the policies provided for in this Article, each bearing notations evidencing payment of the premiums or other evidence of such payment satisfactory to Landlord, shall be delivered by Tenant to the Landlord and until the Bonds and interest thereon are fully paid, to the Fiscal Agent. All policies of such insurance, and all renewals thereof, shall name Landlord and Tenant and, until the Bonds and interest thereon are fully paid, the Fiscal Agent as insureds as their respective interest may appear, shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least fifteen (15) days'

written notice to the named insureds, and until the Bonds and the interest thereon have been fully paid shall be payable to the Fiscal Agent, as Insurance Trustee. Landlord and Tenant hereby agree that each will do anything necessary to cause any such payment to be made to the Insurance Trustee, be it the endorsement of checks or otherwise, as long as such payment is required by this lease to be made to the Insurance Trustee. The proceeds of such policies shall be used and applied in the manner set forth in Article XXII hereof. Any charges made by the Insurance Trustee for its services as Insurance Trustee shall be paid by Tenant. The sole obligation of the Insurance Trustee shall be to make disbursements from the insurance proceeds in accordance with the provisions of Article XXII hereof. In no event shall Tenant be required to insure those portions of the Facility or machinery and equipment ordinarily considered to constitute excludables such as excavations, brick, stone or concrete foundations of buildings which are below the under surface of the basement floor, or where there is no basement, which are below the surface of the ground inside the foundation walls of the buildings; brick, stone or concrete foundations of machinery or boilers and engines which are above the surface of the ground; underground flues, pipes, underground wiring and drains; and appurtenances.

ARTICLE VII

7.1. Use of Premises. Subject to the provisions of this Article, Tenant and its subtenants shall have the right to use the Facility for any and all purposes allowed by law and contemplated by the Constitution of Kansas and the Act. Tenant shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Facility or to any adjoining public ways, as to the manner of use or the condition of the Facility or of adjoining ways. Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of Article VI. Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may, in any manner, arise out of, or be imposed as a result of, the failure of Tenant to comply with the provisions of this Article.

ARTICLE VIII

8.1. Assignment and Sublease. Landlord and Tenant acknowledge that Tenant shall sublease the Facility to various subtenants which subleasing and any subsequent subleasing in the ordinary course of Tenant's business has been and is hereby approved by Landlord.

Landlord and Tenant further acknowledge that Tenant shall make a collateral assignment of the Lease including its option to purchase the Facility, conditioned upon the occurrence of an event of default hereunder to The First National Bank and Trust Company of Oklahoma City to secure certain of its obligations to the said initial purchaser of the Bonds, as identified in the Ordinance. In the event The First National Bank and Trust Company of Oklahoma City becomes a successor to the Tenant's interests hereunder pursuant to such collateral assignment, the Landlord shall recognize The First National Bank and Trust Company of Oklahoma City as Tenant under this Lease.

Tenant may further assign this Lease or its interest hereunder in the Facility, or any part thereof, only with Landlord's prior written consent which shall not be unreasonably withheld; provided, however, that no assignment, mortgage, pledge, sale, other transfer, conveyance or disposition or sublease shall release or discharge Tenant or its successors or assigns from its duties and obligations under this lease. In the event of any such assignment or sublease of the entire Facility, the assignee or sublessee of the entire Facility shall at the request of Landlord make all rental payments required hereby or by any sublease directly to the Fiscal Agent. Notwithstanding the foregoing, Tenant may terminate its existence in connection with sale of substantially all of its assets provided that such sale complies with the requirements set forth in Section 8.2 hereof; and neither Tenant nor any partner, officer, director, employee or stockholder of Tenant shall be liable hereunder after dissolution or liquidation in connection with any such termination or sale; provided, however, the foregoing limitation of liablity shall not extend to any liability which may arise under any other agreement executed by any such partner, officer, director, employee or stockholder.

8.2. Termination, Sale or Liquidation. Tenant shall not initiate any proceedings of any kind whatsoever to terminate its existence without securing the prior written consent thereto of Landlord and the holders of at least 66-2/3% in aggregate principal amount of the Bonds then outstanding and unpaid, unless the surviving or resulting business entity or purchaser of substantially all of Tenant's assets shall immediately following such termination or sale have a net worth at least equal to that of Tenant immediately preceding such termination or sale and shall specifically agree to assume all of Tenant's duties and obligations under this lease.

ARTICLE IX

9.1. Repairs and Maintenance. Subject to the provisions of Articles XIX through XXII hereof, Tenant covenants and agrees that it will during the life of this lease keep and maintain the Facili-

ty and all parts thereof in good condition and repair, ordinary wear and tear excepted, including but not limited to the furnishing of all parts, mechanisms and devices required to keep the machinery and equipment constituting a part of the Building in good mechanical and working order, and that during said period of time it will keep the Facility and all parts thereof free from filth, nuisance or conditions unreasonably increasing the danger of fire.

9.2. Removal, Disposition and Substitution of Machinery and Equipment. The Landlord shall not be under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary machinery and equipment. In any instance where the Tenant in its sound discretion determines that any items of machinery and equipment have become inadequate, obsolete, worn out, undesirable, unnecessary or unsuitable, whether by reason of changed manufacturing processes, techniques, obsolescence, depreciation, change of product line or otherwise, the Tenant may remove such items of machinery and equipment from the Facility and (on behalf of the Landlord) sell, trade-in, exchange or otherwise dispose of them (as a whole or in part) without any responsibility or accountability to the Landlord, provided that the Tenant:

(a) Substitutes (either by direct payment of the costs therefor or by advancing to the Fiscal Agent the funds necessary therefor) and installs anywhere in the Facility other machinery or equipment having equal or greater utility (but not necessarily having the same function) in the operation of the Facility as a modern office building (provided such removal and substitution shall not impair operating unity), all of which substituted machinery or equipment shall be free of all liens and encumbrances but shall become a part of the Facility;

(b) If it does not make any such substitution and installation provided for above, then (i) in the case of the sale of any such equipment to anyone other than itself or in the case of the scrapping thereof, the Tenant shall pay to the Fiscal Agent the proceeds from such sale or the scrap value thereof, as the case may be, or (ii) in the case of the trade-in of such equipment for other equipment not to be installed in the Facility, the Tenant shall pay to the Fiscal Agent the amount of the credit received by it in such trade-in or (iii) in the case of the sale of any such equipment to the Tenant or in the case of any other disposition thereof the Tenant shall pay to the Fiscal Agent an amount equal to the original cost thereof less depreciation at rates calculated in accordance with generally accepted accounting practice.

In the event that Tenant has, prior to such removal of items of equipment from the Facility, acquired and installed machinery or equipment with its own funds, Tenant may take credit to the

extent of the amount so spent by it against the requirement that it either substitute and install other machinery and equipment having equal or greater value than the equipment so removed, or that it make payment to the Fiscal Agent on account thereof, and the equipment for which credit was taken shall thereafter be deemed to be a part of the Facility to the extent of the credit taken.

The removal from the Facility of any portion of the equipment pursuant to the provisions of this Article shall not entitle the Tenant to any abatement or diminution of the rents payable under Article II.

The Tenant will promptly report to the Fiscal Agent each such removal, substitution, sale and other disposition of any item of equipment having a depreciated value (calculated in accordance with generally accepted accounting practice) of more than $100,000 and will pay to the Fiscal Agent such amounts as are required by the provisions of the preceding subsection (b) of this Article to be paid promptly after the sale, trade-in or other disposition requiring such payment; and, in the event that the Tenant takes a credit, because of previously acquired equipment, against the requirement that it either substitute or install other machinery or equipment or make payment to the Fiscal Agent, such previously acquired equipment shall be reported to the Fiscal Agent by make, model and serial number; provided, that no such report and payment need be made until the amount to be paid on account of all such sales, trade-ins, or other disposition not previously reported aggregates at least $25,000. The Tenant will not remove, or permit the removal of any of the equipment from the Facility except in accordance with the provisions of this Article.

Notwithstanding any of the foregoing, the limitations set forth in this Article IX shall not apply to any machinery or equipment (i) not purchased or leased out of Bond proceeds or (ii) not substituted for any machinery or equipment purchased out of Bond proceeds, or to any alteration, additions or changes which remain Tenant's property as provided in Section 10.1.

After any machinery or equipment is sold, exchanged or disposed of pursuant to Section 9.2, Landlord and Fiscal Agent shall promptly execute and deliver to Tenant such releases, bills of sale and other documents as may be required to vest title to the items of machinery and equipment so disposed of, free of lien or any security interest provided for herein, in the Tenant or other purchaser or recipient of such machinery or equipment.

ARTICLE X

10.1. Alteration of Building. Tenant shall have and is hereby given the right, at its sole cost and expense, to make such additions, changes and alterations in and to any part of the Building as Tenant from time to time may deem necessary or advisable; provided, however, Tenant shall not make any addition, change or alteration which will adversely affect the structural strength of any part of the Building, and provided further that Tenant shall not make any addition, change or alteration which would change the character of the Building so that the Facility would not constitute a "facility" as defined in the Act. All additions, changes and alterations made by Tenant pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, shall be deemed a part of the Building; provided, however, that additions of machinery and equipment to the Building by Tenant, not purchased or acquired from funds deposited with the Fiscal Agent or Insurance Trustee hereunder and not constituting repairs, renewals, or replacements of items constituting a part of the Building shall not be deemed to constitute a part of the Building and shall remain the property of Tenant and may be removed by Tenant prior to the termination of this lease; provided further, however, that all such additional machinery and equipment which remains on the Land after the termination of this lease for any cause other than the purchase of the Facility pursuant to Article XVII hereof shall, upon and in the event of such termination, become the separate and absolute property of Landlord.

ARTICLE XI

11.1. Additional Improvements. Tenant shall have and is hereby given the right, at its sole cost and expense, to construct on the Land not theretofore occupied by buildings or improvements such additional buildings and improvements as Tenant from time to time may deem necessary or advisable. All additional buildings and improvements constructed on the Land by Tenant pursuant to the authority of this Article shall, during the life of this lease, remain the property of Tenant and may be added to, altered or razed and removed by Tenant at any time during the life of this lease. Tenant covenants and agrees (a) to make all repairs and restorations, if any, required to be made to the Facility because of the construction of, addition to, alteration or removal of said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear and damages by fire or other casualty excepted, (c) to promptly and with due diligence either raze or remove from the Land in good, workmanlike manner, or repair, replace or restore

such of said additional buildings or improvements as may from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by Tenant on the Land pursuant to this Article which remain in place on the Land after the termination of this lease for any cause other than the purchase of the Facility pursuant to Article XVII hereof shall, upon and in the event of such termination, become the separate and absolute property of Landlord.

ARTICLE XII

12.1. Securing of Permits and Authorizations. Tenant shall not do or permit others under its control to do any work in or about the Facility or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Facility, or any part thereof, unless Tenant shall have first procured and paid for all requisite municipal and other governmental permits and authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning, and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of Article VI. Landlord shall join in the application for any such permit or authorization whenever required, but Tenant shall indemnify and hold Landlord harmless against and from all costs and expenses which may be thereby incurred by Landlord.

12.2. Mechanic's Lien. Tenant shall not do or suffer anything to be done whereby the Facility, or any part thereof, may be encumbered by any Mechanic's or other similar lien and if, whenever and as often as any Mechanic's or other similar lien is filed against the Facility, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in, or about the Facility, done by, for or under the authority of Tenant or anyone claiming by, through or under Tenant, Tenant shall discharge the same of record within thirty (30) days after the date of filing or notice to Tenant of such filing, whichever is later. Notice is hereby given that Landlord does not authorize or consent to and shall not be liable for any labor or materials furnished Tenant or anyone claiming by, through or under Tenant upon credit, and that no Mechanic's or similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of Landlord in and to the Facility or any part thereof.

12.3. Contest of Liens. Tenant, notwithstanding the above, shall have the right to contest any such Mechanic's or other similar lien if within said thirty (30) day period stated above it notifies Landlord in writing of its intention so to do and, if requested by Landlord deposits with Landlord as it may require, a bond or

bonds in favor of Landlord, with a surety company acceptable to Landlord as it may require, as surety, in the penal sum of at least twice the amount of the lien claim so contested, indemnifying and protecting Landlord, as it may require, from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with said asserted lien and the contest thereof and if, provided further, Tenant diligently prosecutes such contest, at all times effectively stays or prevents any official or judicial sale of the Facility, or any part thereof or interest therein, under execution or otherwise, and pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

ARTICLE XIII

13.1. Utilities. All utilities and utility services used by Tenant in, or about the Facility shall be paid for by Tenant and shall be contracted for by Tenant in Tenant's own name and Tenant shall, at its sole cost and expense, procure any and all permits, licenses, or authorizations necessary in connection therewith.

ARTICLE XIV

14.1. Indemnity. Tenant shall and covenants and agrees to indemnify, protect, defend and save Landlord and the Fiscal Agent harmless from and against any and all claims, demands, liabilities and costs, including attorney's fees, arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occuring in, on or about the Facility during the life of this lease, and upon notice from Landlord or Fiscal Agent, Tenant shall defend Landlord and Fiscal Agent in any action or proceeding brought thereon.

14.2. Public Liability Insurance. Tenant further covenants and agrees to maintain at all times during the life of this lease public liability insurance under which Landlord shall be named an insured, properly protecting and indemnifying Landlord in an amount not less than $100,000 for injury (including death) to any one person, not less than $300,000 for personal injuries (including death) in any one accident; and not less than $500,000 with respect to all losses whatsoever from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle; and Tenant shall further maintain Commercial Umbrella Insurance coverage in an amount not less than $1,000,000 under which Landlord shall be a named insured. The policies of said insurance shall contain a provision that such insurance may not be cancelled

by the issuer thereof without at least fifteen (15) days' advance written notice to Landlord and Tenant. Such policies or copies or certificates thereof shall be furnished to Landlord.

ARTICLE XV

15.1. Access to Premises. Landlord, for itself and its duly authorized representatives and agents, reserves the right to enter the Facility at all reasonable times during the life of this lease for the purpose of (a) examining and inspecting the same, (b) performing such work in and about the Facility made necessary by reason of Tenant's default under any of the provisions of this lease, and (c) exhibiting the Facility to prospective purchasers, lessees or mortgagees. Landlord may, during the progress of said work mentioned in "(b)" above, keep and store on the Land or in the Building all necessary materials, supplies and equipment and shall not be liable for necessary inconvenience, annoyances, disturbance, loss of business or other damage suffered by reason of the performance of any such work or the storage of materials, supplies and equipment.

ARTICLE XVI

16.1. Owner's Title Insurance Policy. Landlord will purchase, from the Construction Fund, policies of title insurance in the amount of $7,280,000 insuring the Landlord's fee simple interest, and, at Tenant's option, the Tenant's leasehold interest. Landlord and Tenant agree that any and all proceeds therefrom during the life of this lease (i) if received before the completion of the Facility, shall, at the direction of The First National Bank and Trust Company of Oklahoma City, so long as it shall be a registered owner of any of the Bonds, be paid into either the Principal and Interest Account and used to redeem Bonds or into the Construction Fund, but if said bank shall not at the time be a bondholder then into the Construction Fund, (ii) if received after completion but before the Bonds and interest thereon have been paid in full, shall be paid into and become a part of the Principal and Interest Account, and (iii) if received after the Bonds and interest thereon have been paid in full, shall belong and be paid to Tenant.

ARTICLE XVII

17.1. Option to Extend. Tenant shall have and is hereby given the rights and options to extend the term of this lease for three (3) successive periods of one (1) year each, provided Tenant is not in default hereunder at the time of the exercise of each

respective option. To exercise each said option, Tenant shall give Landlord written notice at least three (3) months, but not more than six (6) months prior to the expiration of the then current term of this lease of Tenant's election to exercise. If the term hereof be extended pursuant to the foregoing, all covenants, agreements and conditions herein contained shall remain in full force and effect during each such extension, except that as rent during each such extended term, Tenant shall and covenants and agrees to pay the sum of One ($1.00) Dollar per annum.

17.2. Option to Purchase Facility. Tenant shall have the right and option to purchase the Facility at any time during the basic term of this lease or any extension thereof. Tenant shall exercise its aforesaid option by giving Landlord written notice of Tenant's election to exercise its option and specifying the date, time and place of closing, which date (the "Closing Date") shall not be earlier than fifteen (15) days nor later than one hundred twenty (120) days after the notice is given; provided, however, that Tenant may not exercise its said option if Tenant is in default hereunder at the time said notice is given and may not purchase the Facility on the Closing Date if Tenant is in default hereunder on the Closing Date. Notwithstanding the foregoing, such default shall not extinguish the option granted under this Section 17.2 in the event that such defect is cured by Tenant or Tenant's assigns prior to termination in accordance with Article XXIV hereof, which may thereafter exercise said option upon the terms and conditions set forth in this Article XVII.

17.3. Quality of Title and Purchase Price. If said notice of election to purchase be given as aforesaid, Landlord shall and covenants and agrees to sell and convey good and marketable title to the Facility to Tenant on the Closing Date free and clear of all liens and encumbrances whatsoever except (a) those to which the title was subject at the date of acquisition by the City or became subject with Tenant's written consent, specifically including the Option Agreement identified in the Ordinance, or which resulted from any failure of Tenant to perform any of its agreements or obligations under this lease, (b) taxes and assessments, general and special, if any, and (c) the rights, title and interest of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the Facility, for the price and sum as follows (which Tenant shall and covenants and agrees to pay in immediately available funds at the time of delivery of Landlord's deed to the Facility to Tenant as hereinafter provided):

(i) The full amount which is required, when added to the amount in the Principal and Interest Account on the Closing Date, to provide Landlord and its Fiscal Agent with funds necessary to redeem and pay in full (aa) the principal of all of the outstanding Bonds, (bb) all interest due thereon in accordance with the terms of

the Bond Ordinance, and (cc) all costs and expenses incident to the redemption and payment of said Bonds in full, provided said Bonds are subject to redemption, plus

(ii) $100.00.

Nothing in this Article shall release or discharge Tenant from its duty or obligation under this lease to make any payment of basic rent or additional rent which, in accordance with the terms of this lease, becomes due and payable prior to the Closing Date or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by Tenant prior to the Closing Date.

17.4. Closing of Purchase. On the Closing Date Landlord shall deliver to Tenant its special warranty deed with covenants against Grantor's acts, properly executed, with all necessary documentary tax stamps affixed, and conveying good and marketable title to the Facility to Tenant free and clear of all liens and encumbrances whatsoever except as stated above or conveying such other title to the Facility to Tenant as may be acceptable to Tenant and then and there Tenant shall pay the full purchase price for the Facility as follows: (a) the amount specified in (i) of Section 17.3 shall be paid to the Fiscal Agent who shall deposit the same in the Principal and Interest Account, and (b) the amount specified in (ii) of said Section 17.3 shall be paid to the Landlord; provided, however, nothing herein shall require Landlord to deliver its said special warranty deed to Tenant until after all duties and obligations of Tenant under this lease to the date of such delivery have been fully performed and satisfied. Upon the delivery to Tenant of Landlord's said special warranty deed, and payment of the purchase price by Tenant, this lease shall, ipso facto terminate.

17.5. Effect of Failure to Complete Purchase. If for any reason whatsoever the purchase of the Facility by Tenant pursuant to valid notice of election to purchase given as aforesaid is not effected on the Closing Date, this lease (including the purchase option hereunder) shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given, except that:

(a) If such purchase is not effected on the Closing Date because of the failure or refusal of Tenant to pay the purchase price for the Facility or because of the failure or refusal of Tenant to fully perform and observe all of the covenants and conditions herein contained on Tenant's part to be performed or observed to the Closing Date, Tenant shall be deemed to be in default under this lease and Landlord shall have such rights and Tenant shall have such duties and obligations as are stated in Article XXIV hereof with like effect as though written notice of default had been given under said

Article XXIV and the grace period for the correction of such default had commenced on the Closing Date.

(b) If such purchase is not effected on the Closing Date because on said date, Landlord does not have and is unable to convey to Tenant such title to the Facility as Tenant is required to accept, Tenant shall have the right to cancel this lease forthwith if, but only if, the principal of and interest on the Bonds and all costs incident to the redemption and payment of the Bonds have been paid in full, and in the event of such cancellation, notwithstanding Article XXVI hereof, to remove from the Facility all furniture, trade fixtures, machinery and equipment, buildings and improvements then owned by Tenant installed and in place on or about the Facility for the period of sixty (60) days after the date of such cancellation. All repairs to and restorations of the Facility required to be made because of such removal shall be made by and at the sole cost and expense of Tenant. Tenant shall have the sole responsibility and bear the sole risk of loss for all such furniture, trade fixtures, machinery and equipment, buildings and improvements, during said sixty (60) day period. Nothing in this subparagraph (b) shall (i) permit Landlord to tender to Tenant title to the Facility except in accordance with the requirements of Section 17.3 above, or (ii) prevent Tenant from seeking specific performance of the purchase option granted under Article XVII and recovering from Landlord separately any damages suffered by Tenant as a result of Landlord's failure to so tender such title.

17.6. Application of Condemnation Awards or Insurance Proceeds if Tenant Purchases Facility. The right of Tenant to exercise an option to purchase the Facility under the provisions of this Article shall remain unimpaired notwithstanding any condemnation of title to, or the use for a limited period of, all or any part of the Facility or the damage or destruction thereof by fire or other casualty, and the provisions of Articles XIX, XX, XXI and XXII shall be construed in the light of the effect of said option exercised by Tenant, and if Tenant shall exercise its said option and pay the purchase price as provided in this Article, all of the condemnation awards or insurance proceeds received by Landlord after the payment of said purchase price, less all attorneys' fees and other expenses and costs incurred by Landlord in connection with such condemnation shall belong and be paid to Tenant notwithstanding any other provision in Articles XIX, XX, XXI and XXII or elsewhere in this lease.

ARTICLE XVIII

18.1. Option to Purchase Portions of Land. Tenant shall have and is hereby given the right and option to purchase at any time and from time to time during the life of this lease a part or parts of the real property constituting the Land; provided, however, Tenant must furnish Landlord with (i) evidence of consent by all of the purchasers of the Bonds to such sale by Landlord and purchase by Tenant and (ii) a certificate of an Independent Engineer, dated not more than 30 days prior to the date of the purchase and stating that, in the opinion of the person signing such certificate, (a) the portion of the Land with respect to which the option is exercised is not needed for the operation of the Facility and (b) the purchase will not impair the usefulness of the Facility as permitted by the Act and will not destroy the means of ingress thereto and egress therefrom. Tenant shall exercise this option by giving Landlord written notice of Tenant's election to exercise its option and specifying the legal description of the real property Tenant proposes to purchase and the date, time and place of closing, which date shall neither be earlier than thirty (30) days nor later than ninety (90) days after the notice is given; provided, however, that Tenant may not exercise this option if Tenant is in default hereunder at the time said notice is given and may not purchase said real property on the specified date if Tenant is in default hereunder on said date. Notwithstanding the foregoing, no such default shall extinguish the option granted by this section and if any such default is cured by Tenant, it shall again have the right to exercise the purchase option granted under this Article XVIII. The option hereby given shall include the right to purchase a perpetual easement for right-of-way to and from any public roadway and the right to purchase such land as is necessary to assure that there will always be access between the real property purchased pursuant to this Article XVIII and the public roadway.

18.2. Quality of Title - Purchase Price. If said notice of election to purchase is given as aforesaid, Landlord shall sell and convey good and marketable title to the real property described in Tenant's aforesaid notice to Tenant on the specified date free and clear of all liens and encumbrances whatsoever except (i) those to which the title was subject on the date of commencement of the term of this lease, or became subject to with Tenant's written consent, or which resulted from any failure of Tenant to perform any of its agreements or obligations under this lease, (ii) taxes and assessments, general or special, if any, and (iii) the rights, titles and interest of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the real property described in Tenant's aforesaid notice, for $1.00 per square foot.

18.3. Closing of Purchase. If Landlord has title to the real property free and clear of all liens and encumbrances whatso-

ever except as stated above or has such other title to the real property as may be acceptable to Tenant, then on the specified date Landlord shall deliver to Tenant its special warranty deed, properly executed and conveying good and marketable title to the real property to Tenant free and clear of all liens and encumbrances whatsoever except as stated above and then and there Tenant shall pay the aforesaid purchase price for the real property, said purchase price to be paid to the Fiscal Agent for the account of the Landlord and deposited by the Fiscal Agent in the Principal and Interest Account; provided, however, nothing herein shall require Landlord to deliver its said special warranty deed to Tenant until after all duties and obligations of Tenant under this lease to the date of such delivery have been fully performed and satisfied.

18.4. Effect of Purchase on Lease. The exercise by Tenant of the option granted under this Article XVIII and the purchase and sale and conveyance of a portion or portions of the real property constituting a part of the Land pursuant hereto shall in no way whatsoever affect this lease, and all the terms and provisions hereof shall remain in full force and effect the same as though no notice of election to purchase had been given, and specifically, but not in limitation of the generality of the foregoing, such shall not affect, alter, diminish, reduce or abate Tenant's obligations to pay all the basic rent and additional rent required hereunder.

18.5. Effect of Failure to Complete Purchase. If for any reason whatsoever the purchase by Tenant of the real property described in said notice is not effected on the specified date, this lease shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given. In such event, Landlord and Tenant, as the case may be, shall have the same rights as said party would have had under the provisions of Article XVII in the event of a failure to complete a purchase of the entire Facility.

ARTICLE XIX

19.1. Eminent Domain as to Substantially All of the Facility. If during the life of this lease title to substantially all of the Facility be condemned by any authority having the power of eminent domain, which condemnation shall prevent performance by Tenant or its assigns under the Option Agreement, this lease shall (except as to the following provisions of this Article), ipso facto, terminate on the date possession of substantially all of the Facility is required to be surrendered to the condemning authority. A condemnation which in Tenant's judgment renders the Facility untenantable or impairs the efficient utilization of the Facility by Tenant or its subtenants shall be deemed a condemnation of substantially

all the Facility. In the event of any such condemnation proceeding, Tenant shall, subject to the prior written consent of the purchaser or purchasers of the Bonds being provided to Landlord, have the right to determine whether or not to accept an award made by duly appointed Commissioners or whether to take exception thereto, and in the further event that such condemnation should result in litigation, Tenant shall have the exclusive right to conduct and control said litigation.

19.2. Disposition of Awards Received Prior to Payment of Bonds. All awards received from the condemnation during the life of this lease, and before the Bonds and interest thereon have been paid in full, of title to substantially all of the Facility shall, when received, be paid to Landlord, and Tenant hereby assigns and transfers to Landlord any and all awards granted in connection with such condemnation, and, after deducting all attorneys' fees and other expenses and costs incurred by Landlord in connection with such condemnation, shall be forthwith delivered and paid over by the Landlord to the Fiscal Agent and deposited in the Principal and Interest Account. Tenant shall thereupon give notice to Landlord and its Fiscal Agent of its election to cause the Bonds to be redeemed, whereupon all of the Bonds then outstanding shall as soon thereafter as practicable be called for redemption, and all moneys then held in the Principal and Interest Account by the Fiscal Agent shall be used for the purposes of paying the principal of and interest accrued on the Bonds so called for redemption and all costs and expenses incurred in connection with the call, redemption and payment of said outstanding Bonds. If the funds then held by the Fiscal Agent in the Principal and Interest Account are insufficient in amount for the purposes aforesaid, Tenant shall be obligated to pay, and it does hereby covenant and agree to pay, to the Fiscal Agent as additional rent, upon demand therefor, such further sums of money, in cash, as may be required for such purposes. Any moneys remaining in the hands of the Fiscal Agent after such redemption shall be the property of and shall be promptly paid over to the Tenant.

19.3. Disposition of Awards Received After Payment of Bonds. All awards received from the condemnation during the life of this lease, and after the Bonds and interest thereon have been paid in full, of title to substantially all of the Facility shall be applied as follows: (a) Landlord shall receive an amount equal to all attorneys' fees and other expenses and costs incurred by Landlord in connection with such condemnation and any sums of money then due and owing by Tenant under the terms of this lease and (b) the balance shall belong and be paid to Tenant.

ARTICLE XX

20.1. Eminent Domain as to Less than Substantially All. If during the life of this lease title to less than substantially all of the Facility be condemned by any authority having the power of eminent domain and such condemnation shall not prevent performance by Tenant or any assignee of Tenant under the Option Agreement, this lease shall not be thereby terminated and neither the term nor any of the obligations (including the payment of rentals) of either party under this lease shall be reduced or affected in any way.

If during the life of this Lease title to less than substantially all of the Facility shall be condemned but such condemnation shall prevent performance under the Option Agreement by tenant or any assignee of Tenant, then Tenant shall, if so directed by the registered owner or owners of sixty-six and two-thirds percent (66 2/3%) of the Bonds, exercise its election to cause the Bonds to be redeemed, in which event all awards received therefrom shall be applied in the manner provided in Article XIX.

20.2. Disposition of Awards Received Prior to Payment of Bonds and if Building is not Damaged. If no part of Building is condemned or damaged as a result of the condemnation during the life of this lease of title to less than substantially all of the Facility and such condemnation shall not prevent performance under the Option Agreement as aforesaid, all awards received from such condemnation before the Bonds and interest thereon have been paid in full, when received, shall be paid to Landlord, and Tenant hereby assigns and transfers to Landlord any and all awards granted in connection with such condemnation, and, after deducting all attorneys' fees incurred in connection with such condemnation, shall be forthwith delivered and paid over by the Landlord to the Fiscal Agent and deposited in the Principal and Interest Account.

20.3. Disposition of Awards Received Prior to Payment of Bonds and if Part of Building is Damaged. If any part of the Building is condemned or damaged as a result of the condemnation at any time during the life of this lease of title to less than substantially all of the Facility but such condemnation shall not prevent performance under the Option Agreement as aforesaid, Tenant shall promptly repair or rebuild the Building, or rearrange the Facility so as to make the same suitable for Tenant's use hereunder, and all awards received from such condemnation of title to less than substantially all of the Facility before the Bonds and interest thereon have been paid in full shall, when received, be paid to Landlord, and Tenant hereby assigns and transfers to Landlord any and all awards granted in connection with such condemnation, and, after deducting all attorneys' fees and costs incurred by Landlord in connection with such condemnation, shall be forthwith delivered and paid over to the Fiscal Agent and deposited in a special account

to be designated "Leawood Fountain Plaza Construction Account" (the Construction Account). Before commencing any such repairing, rebuilding or rearranging, there shall be delivered to Landlord labor and material payment bonds with respect to such work and in the full amount of the contract covering such work made by the person, firm or corporation which shall contract to do such work as the principal and by a surety company, or companies, satisfactory to Landlord as surety and in form satisfactory to Landlord. Said bonds shall name the Landlord and Tenant as dual obligees and all amounts received by the Landlord and/or Tenant under said bonds shall be paid into the Construction Account and become a part thereof. Funds out of the Construction Account shall be paid to Tenant from time to time upon receipt by the Fiscal Agent of:

A certificate signed by both the Tenant and an architect or engineer selected by Tenant and approved in writing by the Landlord:

(a) Requesting payment of a special amount of such funds and directing to whom such amount shall be paid;

(b) Stating that the amount requested either has been paid by Tenant, or is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses shall be stated) who have performed necessary and appropriate work or furnished necessary and appropriate materials in the repair or rebuilding of the Building or rearranging of the Facility, and giving a brief description of such work and materials and the several amounts so paid or due to each of said persons in respect thereof, and stating that the fair value of such work or materials is not exceeded by the amount requested to be withdrawn;

(c) Stating that, except for the amounts if any stated in said certificate pursuant to the foregoing subsection "(b)", there are no outstanding indebtednesses which are then due and payable for labor, wages, materials, supplies or services in connection with the repair or rebuilding of the Building or rearranging of the Facility when, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or other similar lien upon the Facility or any part thereof;

(d) Stating that no part of the several amounts paid or due, as stated in said certificate pursuant to subsection "(a)" of this paragraph, has been or is being made the basis for the withdrawal of any moneys in any previous or then pending application pursuant to this section.

The sole obligation of Landlord under this section shall be to cause the Fiscal Agent to make such disbursements upon receipt of such certificates.

20.4. Deficiency in Construction Account. If the amount in the Construction Account shall be insufficient to pay in full the cost of such repairing or rebuilding of the Building or rearranging of the Facility, Tenant shall nevertheless proceed to complete the work and as additional rent shall provide and furnish all other moneys necessary to complete all such repairs, rebuilding or rearranging.

20.5. Surplus in Construction Account. Any balance remaining in the Construction Account over and above the cost of the repair or rebuilding of the Building or rearranging of the Facility shall, upon receipt by the Fiscal Agent of a certificate by the architect or engineer aforesaid to the effect that the work has been completed and that no liens exist, be forthwith deposited by the Fiscal Agent in the Principal and Interest Account.

20.6. Disposition of Awards Received After Payment of Bonds. All awards received from the condemnation during the life of this lease, and after the Bonds and interest thereon have been paid in full, of title to less than substantially all of the Facility shall be applied in the same manner as provided in Section 19.3.

20.7. Condemnation Procedure. Tenant shall have the right to participate and to designate counsel to represent the parties hereto in any condemnation proceeding, and to receive any award made in any such proceeding for damages to or taking of Tenant's own property (including, without limitation, Tenant's machinery or equipment) and all other sums which may be awarded as compensation for the interest of Tenant in the part of the Facility taken and as damages to Tenant's interest in the part not taken, but there shall be deducted therefrom, or Tenant shall pay, all attorneys' fees and other expenses and costs of the parties hereto in connection with the receipt of such award or sums. No settlement of any such proceeding shall be made by Landlord without Tenant's written consent to the terms thereof.

ARTICLE XXI

21.1. Eminent Domain as to Use. If during the life of this lease the use, for a limited period, of all or part of the Facility be condemned by any authority having the power of eminent domain and such condemnation shall not prevent performance under the Option Agreement, this lease shall not be thereby terminated and neither the term nor any of the obligations (including the payment of rentals) of either party under this lease shall be reduced or affected in any way.

A condemnation which prevents performance under the Option Agreement or results in or, in the opinion of the Tenant and of an independent engineer expressed in a certificate in each case

filed with the City and the Fiscal Agent, is likely to result in the Tenant or its subtenants being thereby prevented from carrying on normal operations therein for a period of six (6) months shall be treated as is a condemnation as to less than substantially all of the Facility under the provisions of Article XX.

21.2. Disposition of Awards Received Prior to Payment of Bonds. All awards received for the condemnation during the life of this lease, and before the Bonds and interest thereon have been paid in full, of the use, for a limited period, of all or part of the Facility, whether by way of damages, rent or otherwise, shall, when received, be paid to Landlord, and Tenant hereby assigns and transfers to Landlord any and all awards granted in connection with such condemnation, and, after deducting all attorneys' fees and costs incurred by Landlord in connection with such condemnation, shall be forthwith delivered and paid over to the Fiscal Agent and deposited in the Principal and Interest Account.

21.3. Disposition of Awards Received After Payment of Bonds. All awards received for the condemnation during the life of this lease, and after the Bonds and interest thereon have been paid in full, of the use, for a limited period, of all or part of the Facility, whether by way of damages, rent or otherwise, shall be applied as follows: Landlord shall receive therefrom the amount of all reasonable attorneys' fees and costs and expenses incurred by Landlord in connection with such condemnation and any sum or sums of money then due and owing by Tenant to Landlord under the terms of this lease; and the balance shall belong to and be paid to Tenant.

21.4. Restoration of Facility. If the period of condemnation of the use, for a limited period, of all or part of the Facility shall end before the Bonds and interest thereon have been paid in full, Tenant shall, upon being restored to possession, restore the Facility as nearly as may be possible to the condition existing immediately prior to such condemnation, provided Tenant shall not be obligated to expend more for such restoration (so long as such restoration permits operation of the Building) than the net amount of the award paid into the Principal and Interest Account on account of such taking after deducting an amount equal to the rentals paid by Tenant during the period of such taking, and provided the Fiscal Agent shall reimburse Tenant for such restoration upon presentation of certificates similar to those required by Section 20.3.

ARTICLE XXII

22.1. Termination by Reason of Fire or Other Casualty. If during the life of this lease the Building shall be damaged by fire or other casualty to the extent that it cannot be reasonably

restored to its condition immediately preceding such damage within a period of six (6) months, or to the extent that Tenant or its subtenants would be thereby prevented for a period of six (6) months or more from using the Facility for substantially the same purposes and in substantially the same manner as immediately preceding such damage, or to the extent that the restoration cost would exceed the total amount of insurance payable in respect to such damage and carried on the Facility in accordance with the provisions of Article VI, and in each such case the Option Agreement shall be terminated, then in any of such events the Tenant shall have the option to terminate this lease by giving Landlord notice of such termination within thirty (30) days after such damage shall have occurred or to purchase the facility as provided in Article XVII; provided, however, so long as The First National Bank and Trust Company of Oklahoma City shall be a registered owner of any of the Bonds, Landlord shall, at the direction of said bondholder terminate this Lease unless Tenant elects to purchase the Facility.

22.2. Repair of Damage or Destruction by Fire or Other Casualty. If at any time during the life of this lease the Building is damaged or destroyed by fire or other casualty, Tenant shall, unless it has exercised its option to terminate hereinbefore provided for, or its purchase option under Article XVII, proceed with due diligence, subject to delays beyond Tenant's reasonable control, to repair, restore, rebuild or replace said damaged or destroyed Building to such condition that its value shall be at least as great as the value of the Building in its condition immediately prior to such damage or destruction, subject to such alterations as Tenant may elect to make as permitted in Section 10.1.

22.3. Use of Insurance Moneys Upon Exercise of Option to Terminate. In the event that such damage or destruction occurs before the Bonds and interest thereon have been paid in full and Tenant or Landlord shall elect to terminate the lease, or to exercise its purchase option hereunder, all of the insurance moneys collected by the Insurance Trustee on account of such damage or destruction on the policy or policies of insurance maintained by Tenant pursuant to Article VI hereof shall be forthwith delivered and paid over to the Fiscal Agent and deposited in the Principal and Interest Account. All of the Bonds then outstanding shall as soon thereafter as practicable be called for redemption, and all moneys then held in the Principal and Interest Account by the Fiscal Agent shall be available for use to pay the principal of and all interest accrued on the Bonds so called for redemption and all reasonable costs and expenses incurred in connection with the call, redemption and payment of said outstanding Bonds. If the funds then held by the Fiscal Agent in the Principal and Interest Account are insufficient in amount for the purposes aforesaid, Tenant shall be obligated to pay, and it does hereby covenant and agree to pay, to the Fiscal Agent as additional rent, upon demand therefor, such further sums of money, in cash, as may be required for such purposes.

22.4. Use of Insurance Moneys if Option to Terminate not Exercised. In the event that such damage or destruction occurs before the Bonds and interest thereon have been paid in full and neither Tenant nor Landlord shall elect to terminate the lease or Tenant does not elect to exercise its purchase option aforesaid, funds out of the insurance moneys collected by the Insurance Trustee shall be paid to Tenant by the Insurance Trustee upon receipt by the Insurance Trustee of the certificates described in Section 20.3 hereof with respect to the Construction Account there referred to, provided that the words "repair or rebuilding of the Building or rearranging of the Facility" there used in describing said certificates shall for the purposes of this paragraph refer to "repairing, restoring, rebuilding or replacing the Building". All insurance moneys not required to be used for such purposes shall, upon receipt by the Insurance Trustee of a certificate by the architect or engineer mentioned in said Article XX to the effect that the work has been completed, be forthwith delivered and paid over to the Fiscal Agent and deposited in the Principal and Interest Account. If the insurance moneys so collected by the Insurance Trustee are insufficient in amount to pay in full the cost of all repairs, restorations, rebuilding and replacements of said damaged or destroyed Building, Tenant shall provide and furnish all other moneys necessary to complete all such repairs, restorations, rebuilding and replacements, as additional rent.

22.5. Application of Insurance Moneys in Event of Tenant's Default. Anything in this Article to the contrary notwithstanding, Landlord shall have the right at any time and from time to time to notify the Insurance Trustee to withhold payment of all or any part of the insurance moneys to Tenant in the event that default described in Article XXIV has occurred and is continuing. After receipt of such notice from Landlord, the Insurance Trustee shall not pay any part of the insurance moneys to Tenant without Landlord's prior written consent. In the event such default shall cease to exist, Landlord shall so notify the Insurance Trustee and after receipt of such notice, the Insurance Trustee shall make payments from the insurance moneys to Tenant in accordance with the provisions of this Article; provided, however, that if this lease is terminated or Landlord otherwise re-enters and takes possession of the Facility without terminating this lease under the provisions of Article XXIV the Landlord may direct the Insurance Trustee to pay all of the insurance moneys then held by it to the Fiscal Agent for deposit in the Principal and Interest Account and upon such payment to the Fiscal Agent all duties, responsibilities and obligations of the Insurance Trustee with respect to such insurance moneys shall cease.

22.6. Application of Insurance Moneys After Payment of Bonds. If such damage or destruction to the Facility occurs during the life of this lease but after the Bonds and interest thereon have been paid in full, all of the insurance proceeds shall become the absolute property of Tenant and be forthwith delivered and paid to Tenant.

ARTICLE XXIII

23.1. Termination by Reason of Change of Circumstance. If at any time during the life of this lease as a result of changes in the Constitution of the State of Kansas, or of legislative or administrative action by the State of Kansas or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this lease shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way, by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed upon the Tenant, then in any of such events Tenant shall have the option to terminate this lease within thirty (30) days after Tenant has actual knowledge of the change giving rise to such option; provided, however, this Lease shall not terminate so long as provision for payment of the principal of and interest on the Bonds and any premium, if any, and all reasonable costs and expenses incurred in connection with the call for redemption and payment of the Bonds shall not have been made. In the event that such change shall take place before the Bonds and interest thereon have been paid in full and Tenant shall elect to terminate this lease, then all of the Bonds then outstanding shall as soon thereafter as practicable be called for redemption, and all moneys then held in the Principal and Interest Account by the Fiscal Agent shall be available for use to pay the principal of and all interest accrued on the Bonds so called for redemption and all reasonable costs and expenses incurred in connection with the call, redemption and payment of said outstanding Bonds. If the funds then held by the Fiscal Agent in the Principal and Interest Account are insufficient in amount for the purpose aforesaid, Tenant shall be obligated to pay, and it does hereby covenant and agree to pay, to the Fiscal Agent, as additional rent, upon demand therefor, such further sums of money, in cash, as may be required for such purposes.

In the event that the interest income on the Bonds becomes subject to Federal income taxation by reason of the occurence of an Event of Taxability, as defined in the Bond Ordinance, then in such event all of the Bonds then outstanding shall be called for redemption at the time and in the manner provided in the Bond Ordinance. In such event the Tenant shall pay as and for additional rent hereunder, such sums as shall be necessary, when added to other monies or funds on deposit in the Principal and Interest Account, to pay the principal of and interest on and redemption premium, if any, on the Bonds at the date fixed for redemption.

Notwithstanding any of the foregoing provisions of this Article XXIII, upon the occurrence of any of the events giving rise to Tenant's option to terminate as set forth in Section 23.1, Tenant may, rather than exercising such termination option, elect instead to exercise its purchase option under Article XVII hereof,

and nothing herein or in the Bond Ordinance shall be deemed to prevent such exercise by Tenant of its purchase option, whether before or after redemption of the Bonds pursuant to any of the provisions hereof or of the Bond Ordinance. Tenant may also elect to exercise such purchase option in connection with the occurence of the mandatory redemption of the Bonds upon the event that the interest income on the Bonds becomes taxable.

ARTICLE XXIV

24.1. Default Provisions. Any one of the following events shall be an "event of default" on Tenant's part:

(a) Tenant fails to make the installment payments of basic rent required under Section 2.1 hereof on the day any such payment is required to be made and such default is continuing for a period of three (3) business days following written notice of such default being given to Tenant by the Fiscal Agent;

(b) There are not sufficient funds to pay principal and interest on the Bonds in the Principal and Interest Account on the date such payment comes due and such default is continuing for a period of three (3) business days following written notice of such default being given to Tenant by the Fiscal Agent; or

(c) Tenant defaults in the due and punctual payment of any other Basic Rent or Additional Rent and such default is continuing for a period of three (3) business days following written notice of such default being given to Tenant by the Fiscal Agent; or

(d) Tenant defaults in the keeping or performance of any other covenant or obligation herein contained on Tenant's part to be kept or performed, and Tenant fails to remedy the same within thirty (30) days after Landlord or the Fiscal Agent has given Tenant written notice specifying such default, or within such additional period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within said thirty (30) day period; or

(e) Tenant admits in writing its inability to pay its debts as they become due, files a voluntary petition under the Bankruptcy Act, as amended, or an involuntary petition under the Bankruptcy Act, as amended, is filed against Tenant and Tenant, after full hearing is adjudged to be a bankrupt, insolvent or unable to pay its debts as they mature; or Tenant makes an assignment for benefit of its creditors; or

a receiver after full hearing, be appointed or retained to take charge of and manage Tenant's business or any execution or attachment shall issue against Tenant whereupon the Facility, or any part thereof, or any interest therein of Tenant under this lease shall be taken or attempted to be taken and the same is not released prior to judicial sale thereunder.

24.2. Remedies on Default. Whenever any event of default referred to in this Article shall have happened and be continuing, the Landlord (or the Fiscal Agent on behalf of the Landlord) may take, but, upon written instructions of twenty-five percent (25%) of the holders of the principal amount of the Bonds then outstanding, shall take any one or more of the following remedial steps:

(a) if the event of default is on account of a failure to pay basic rent, declare all installments of rent for the remainder of the lease to be immediately due and payable, whereupon the same shall become immediately due and payable (provided that such payment shall at Tenant's election be deemed a payment on account of the exercise by Tenant of its purchase option hereunder);

(b) re-enter and take possession of the Project without terminating this lease, and sublease the Project for the account of the Tenant holding the Tenant liable for the difference in the rent and other amounts paid by the sublessee in such subleasing and the rents and other amounts required to be paid by the Tenant hereunder;

(c) terminate the lease, exclude the Tenant from possession of the Facility and use its best efforts to lease the Facility to another party for the account of the Tenant, holding the Tenant liable for all rent and other amounts due under this lease, and not paid by such other party;

(d) sell the Project, as permitted by law, subject, however, to the Option Agreement;

(e) take whatever action at law or in equity may appear necessary or desirable to collect the rent then due and thereafter to become due, or to enforce performance and observation of any obligation, agreement or covenant of the Tenant under this lease;

Any amounts collected pursuant to action taken under this Article shall be paid into the Principal and Interest Account and applied in accordance with the provisions of the Bond Ordinance. If the Bonds have been fully paid (or provision for payment thereof has been made) such amounts shall be paid to the Tenant.

24.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Landlord is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease and now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power shall 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 the Landlord to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

24.4. Survival of Obligations. Tenant covenants and agrees with Landlord and the holders of the Bonds that its obligations under this lease shall survive the cancellation and termination of this lease, for any cause, and that Tenant shall continue to pay the basic rent and additional rent and perform all other obligations provided for in this lease, all at the time or times provided in this lease.

ARTICLE XXV

25.1. Performance of Tenant's Obligations by Landlord and Others. If Tenant shall fail to keep or perform any of its obligations as provided in this lease in respect of (a) maintenance of insurance, (b) payments under Article V, (c) repairs and maintenance of the Facility, (d) compliance with legal or insurance requirements, (e) keeping the Facility lien free, or in the making of any other payment or performance of any other obligation, then Landlord may (but shall not be obligated so to do) upon the continuance of such failure on Tenant's part for thirty (30) days after notice of such failure is given Tenant by Landlord or Fiscal Agent and without waiving or releasing Tenant from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all sums paid by Landlord and all necessary incidental costs and expenses incurred by Landlord in performing such obligation shall be deemed additional rent and shall be paid to Landlord on demand, and if not so paid by Tenant, Landlord shall have the same rights and remedies provided for in Article XXIV in the case of default by Tenant in the payment of basic rent.

ARTICLE XXVI

26.1. Surrender of Possession. Upon accrual of Landlord's right of re-entry because of Tenant's default hereunder or upon the cancellation or termination of this lease by lapse of time or

otherwise, Tenant shall peacefully surrender possession of the Facility to Landlord in good condition and repair, ordinary wear and tear and casualty loss for which insurance proceeds for payment of the Bonds are available excepted; provided, however, Tenant shall have the right, prior to the termination of this lease to remove from the leased premises the buildings and improvements, machinery and equipment, the furniture and trade fixtures which Tenant owns under the terms of this lease. All repairs to and restorations of the Facility required to be made because of such removal shall be made by and at the sole cost and expense of Tenant. All machinery and equipment, furniture, trade fixtures, and buildings and improvements owned by Tenant and which are not so removed from the Facility prior to the termination of this lease shall become the separate and absolute property of Landlord.

ARTICLE XXVII

27.1. Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes (a) upon Landlord, if delivered in person to its duly elected, qualified and acting Mayor or Clerk or if a copy thereof be mailed by certified or registered mail, postage prepaid, addressed to Landlord at the public office of its duly elected, qualified and acting Clerk or at such other place as Landlord from time to time may designate in writing to Tenant; (b) upon Tenant, if a copy thereof be mailed by certified or registered mail, postage prepaid, addressed to Tenant at 4701 College Blvd., Suite 204, Leawood, Kansas 66211, Attention: R. H. Sailors, or at such other place as Tenant from time to time may designate in writing to Landlord. So long as The First National Bank and Trust Company of Oklahoma City shall be the registered owner of any of the Bonds, a copy of each notice given hereunder shall be mailed by registered or certified mail, postage prepaid, to The First National Bank and Trust Company of Oklahoma City, P.O. Box 25189, Oklahoma City, Oklahoma 73125, Attention: Jack Larzelere.

All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed.

ARTICLE XXVIII

28.1. Net Lease. The parties hereto agree (a) that this lease is intended to be a net lease, (b) that the payments of basic rent are designed to provide Landlord and its Fiscal Agent with funds adequate in amount to pay all principal of and interest on the Bonds as the same become due and payable, and (c) that to the

extent that the payments of basic rent are not sufficient to provide Landlord and its Fiscal Agent with funds sufficient for the purposes aforesaid, Tenant shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as additional rent, such further sums of money, in cash, as may from time to time be required for such purposes.

28.2. Funds Held by Fiscal Agent After Payment of Bonds. If after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds have been paid in full, the Fiscal Agent holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this lease and the Bond Ordinance and after payment therefrom to Landlord of any sums of money then due and owing by Tenant under the terms of this lease, be the absolute property of and be paid over forthwith to Tenant.

ARTICLE XXIX

29.1. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

29.2. Abandonment by Tenant. If Tenant vacates or abandons the Facility, Landlord shall have all the same rights and remedies against Tenant by reason thereof as are herein granted to Landlord upon and by reason of a default of the Tenant.

29.3. Landlord Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this lease it is provided that the Landlord shall, may, or must give its approval or consent, Landlord shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents.

29.4. Independent Engineers. "Independent Engineer" means an engineer or engineering firm registered and qualified to practice the profession of engineering under the laws of Kansas and who or which is not a full-time employee of either the Landlord or the Tenant and who shall be reasonably satisfactory to Tenant.

ARTICLE XXX

30.1. Quiet Enjoyment and Possession. Landlord covenants that so long as Tenant shall not be in default under this lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Facility leased hereunder and that Landlord will defend Tenant's enjoyment and possession thereof against all parties.

30.2. Due Organization of Landlord. Landlord covenants that it is a municipal corporation duly organized and existing under the laws of the State of Kansas, with lawful power and authority to enter into this lease, acting by and through its duly authorized officials.

30.3. Additional Covenants of Tenant. Tenant covenants that it is a limited partnership duly organized and existing under the laws of the State of Kansas, with lawful power and authority to enter into this lease, acting by and through its general partners. The execution of this lease and the performance of the terms of this lease by Tenant will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which Tenant is a party or by which it or any of its property is bound, or the Tenant's Partnership Agreement, or any order, rule or regulation applicable to Tenant or its property of any court or other governmental body. The Tenant warrants that it is and throughout the lease term it or its successors will continue to be duly qualified to engage in business in the State of Kansas, and that it will cause the subtenants and any other sublessees of the Facility to be and continue to be qualified to engage in business in Kansas.

30.4. Amendments. This lease may be amended, changed or modified in the following manner:

(a) With respect to any amendment, change or modification which will materially adversely affect the security of the holders of any of the Bonds, by an agreement in writing executed by the Landlord and Tenant and consented to in writing by the holders of 66 2/3% of the aggregate principal amount of the Bonds then outstanding;

(b) With respect to any amendment, change or modification which reduces the basic rent or additional rent, or any amendment which reduces the percentage of Bondholders whose consent is required for any such amendment, change or modification, by an agreement in writing executed by Landlord and Tenant and consented to in writing by the holders of 100% of the aggregate principal amount of the Bonds then outstanding; and

(c) With respect to all other amendments, changes or modifications by an agreement in writing executed by Landlord and Tenant.

Notwithstanding the foregoing, so long as The First National Bank and Trust Company of Oklahoma City shall be the registered owner of any of the Bonds, no amendment, change or modification of this lease of whatever nature shall be made or be effective unless consented to in writing by said bondholder.

30.5. Financial Statements. The Tenant further agrees that during the lease term, it will furnish to Landlord and the Fiscal Agent, as soon as available and in any event within 120 days after the end of each fiscal year, copies of a balance sheet of the Tenant and its general partners and a profit and loss statement of Tenant as of the end of such fiscal year. The Tenant shall, also, upon request, furnish the Landlord and the Fiscal Agent with copies of its financial statements for all fiscal years during the term hereof. The accuracy of such balance sheet and such financial statement shall be certified to by a general partner of Tenant.

The Landlord agrees to cause and direct the Fiscal Agent to furnish the Tenant at such other times as the Tenant may reasonably request, a report as to any fund held by the Fiscal Agent.

Landlord shall elect to have the provisions of Section 103(b)(6)(D) of the Internal Revenue Code of 1954, as amended, apply to the Bonds. Tenant covenants and agrees to file on its behalf and to cause to be filed by each principal user of the Facility and each related person, as those terms are defined in the Internal Revenue Code of 1954, as amended, such supplemental statements or notices with the Internal Revenue Service or such other designated governmental agency as may now or hereafter be required by applicable statutes or regulations, including Treasury Regulation 1.103-10(b)(vi)(C), in order for the exemption from federal income taxation of the interest on the Bonds received by Landlord's said election to continue in full force and effect. Tenant further agrees to do such other acts as may be necessary from time to time to assure the continued tax exempt status of the Bonds, and to refrain from any and all acts, including, without limitation, the making of capital expenditures with respect to the Facility or otherwise, which may at any time adversely affect or threaten the tax exempt status of the Bonds.

30.6. Release of Certain Land. Notwithstanding any other provision of this lease, the parties hereto reserve the right at any time and from time to time to amend this lease for the purpose of effecting the release of and removal from this lease and the leasehold estate created hereby any part of the Land with respect to which the Landlord proposes to grant an easement or convey fee title to a public utility or public body in order that utility services, docking facilities or roads may be provided for the

Facility; provided, that if at the time any such amendment is made any of the Bonds are outstanding and unpaid, there shall be deposited with the Fiscal Agent the following:

(a) A copy of said Amendment as executed;

(b) An ordinance of the Landlord

(i) stating that the Landlord is not in default under any of the provisions of the Bond Ordinance and Tenant is not to the knowledge of the Landlord in default under any of the provisions of this lease;

(ii) giving an adequate legal description of that portion of the land to be released;

(iii) stating the purpose for which the Landlord desires the release;

(iv) stating that such utility services, docking facilities or roads which will be so constructed will promote the continued industrial development of Leawood, Kansas.

(c) A certificate of the Tenant approving such Amendment and stating that the Tenant is not in default under any of the provisions of this lease.

(d) A certificate of an Independent Engineer dated not more than thirty (30) days prior to the date of the release stating that, in the opinion of the person signing such certificate,

(i) the release proposed to be made will not impair the usefulness of the Facility as a commercial office building and will not destroy the means of ingress thereto and egress therefrom; and, if appropriate,

(ii) the portion of the Land so proposed to be released is necessary or desirable in order to obtain utility services, docking facilities or roads to benefit the Facility.

Any consideration received in connection with the foregoing shall be paid to the Fiscal Agent for deposit into the Principal and Interest Account.

30.7. Investment and Other Tax Credits. Landlord covenants, agrees and warrants that it shall take all necessary or appropriate action, and shall at all times cooperate with Tenant, to enable

Tenant to obtain any and all investment tax credits, sales tax credits and other credits, deductions and benefits of any kind whatsoever under the United States Internal Revenue Code, as now or hereafter amended from time to time and other similar federal, state or local laws or regulations as now existing or hereafter amended from time to time arising out of or in connection with a purchase, construction, installation, lease or other acquisition of any machinery, equipment, buildings or improvements in or with respect to the Facility or any part thereof. Without in any way limiting the preceding sentence, Landlord covenants, agrees and warrants that it shall make any and all necessary elections to treat Tenant, and not Landlord, as having acquired any and all machinery, equipment, buildings, and improvements in or with respect to the Facility, or any part thereof, within the meaning of the United States Internal Revenue Code, as now or hereafter amended from time to time, or any other similar federal, state or local laws or regulations as now or hereafter amended from time to time.

30.8. Pledge of Facility and Earnings by Landlord. Tenant acknowledges that the Facility and the Landlord's earnings therefrom have been pledged by Landlord to the payment of the Bonds and the interest thereon to the extent permitted under the provisions of the Act, subject however, with respect to the Facility to the Option Agreement identified in the Ordinance.

30.9. Construction and Enforcement. This lease shall be construed and enforced in accordance with the laws of Kansas. Wherever in this lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, 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.

30.10. Invalidity of Provisions of Lease. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

30.11. Covenants Run With Leased Property and Premises. The covenants, agreements and conditions herein contained shall run with the property and premises hereby leased and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

30.12. Paragraph Headings. The paragraph headings shall not be treated as a part of this lease or as affecting the true meaning of the provisions hereof.

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

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names individually or by their officers and representatives.

CITY OF LEAWOOD, KANSAS

Mayor

ATTEST:

Clerk

LEAWOOD FOUNTAIN PLAZA, a Kansas Limited Partnership

By: _____
General Partner

By: _____
General Partner

ACKNOWLEDGEMENT

STATE OF Kansas)
) SS.
COUNTY OF Johnson)

On this 1st day of May, 1982, before me appeared Kent E. Crippen, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Leawood, Kansas and J. Oberlander, Clerk of said City, who are personally known to me to be such officers, 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 Kent E. Crippen acknowledged said instrument to be the free act and deed of said City.

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

Cynthia S. Sullivan
Notary Public Within and For
Said County and State

My Commission Expires:

My Commission Expires October 31, 1983

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

Be It Remembered that on this 10th day of May, 1982, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Richard H. Sailors and Rick L. Stucy the general partners of Leawood Fountain Plaza, a Kansas limited partnership, who are personally known to me to be such general partners, and who are personally known to me to be the same persons who executed, as such general partners, the within instrument on behalf of said partnership, and such persons duly acknowledged the execution of the same to be the act and deed of said partnership.

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

Alberta L. Smith
Notary Public

My Commission Expires:

Dec. 28, 1983

ALBERTA L. SMITH
NOTARY PUBLIC STATE OF MISSOURI
CLAY CO.
MY COMMISSION EXPIRES DEC 28 1983

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 23rd day of, April 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 23rd day of April 19 82.

Ruth A. Fletcher
NOTARY PUBLIC

My commission expires: April 7, 1986
Printer's Fee $ 655.60
Additional copies $ _____

RUTH A. FLETCHER
My Appt. Exp. April 7, 1986

First Published in The Johnson County Sun, Friday, April 23, 1982.

ORDINANCE NO. 738

AN ORDINANCE AUTHORIZING THE CITY OF LEAWOOD, KANSAS, TO ACQUIRE CERTAIN REAL PROPERTY AND TO ACQUIRE AND CONSTRUCT BUILDINGS ON THAT REAL PROPERTY AND TO EQUIP THE SAME AND TO PAY THE COST OF ACQUIRING SAID REAL PROPERTY, AND CONSTRUCTING AND EQUIPPING SAID BUILDINGS FOR INDUSTRIAL DEVELOPMENT PURPOSES; AUTHORIZING AND DIRECTING THE ISSUANCE OF $7,280,000 PRINCIPAL AMOUNT OF INDUSTRIAL REVENUE BONDS OF SAID CITY FOR THE PURPOSE OF PAYING THE COSTS OF ACQUIRING SAID REAL PROPERTY, AND CONSTRUCTING AND EQUIPPING BUILDINGS FOR INDUSTRIAL DEVELOPMENT PURPOSES; PRESCRIBING THE FORM OF A BOND; APPOINTING A FISCAL AGENT AND PAYING AGENT; AUTHORIZING THE EXECUTION OF A LEASE BY AND BETWEEN SAID CITY AND LEAWOOD FOUNTAIN PLAZA, A KANSAS LIMITED PARTNERSHIP; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION BY THE CITY OF A CERTAIN TRI-PARTY AGREEMENT AMONG THE PROSPECT COMPANY, A DELAWARE CORPORATION, LEAWOOD FOUNTAIN PLAZA AND THE CITY AND ITS ASSIGNS; APPROVING THE FORM OF A GUARANTY AGREEMENT FROM THE GENERAL PARTNERS AND THE SOLE LIMITED PARTNER OF LEAWOOD FOUNTAIN PLAZA TO THE PURCHASER OF THE BONDS; AND AUTHORIZING THE MAKING OF AN ELECTION UNDER SECTION 103(b)(6)(D) OF THE INTERNAL REVENUE CODE.

WHEREAS, the City of Leawood, Kansas, a City of the second class, hereinafter sometimes referred to as the "City", desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Leawood, Kansas, and its environs and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of Sections 12-1740 to 12-1749(a), Kansas Statutes Annotated, said City is authorized to issue industrial revenue bonds of the City, and it is hereby found and determined to be advisable and in the interest of and for the welfare of the City and its inhabitants that industrial revenue bonds of the City in the principal amount of $7,280,000 be authorized and issued, for the purpose of providing funds to pay the cost of acquiring real property and constructing buildings on said real property and of equipping the same for industrial development purposes, all to be leased to Leawood Fountain Plaza, a Kansas limited partnership, hereafter sometimes referred to as the "Company";

WHEREAS, the Company proposes to sublease the buildings to be constructed with the proceeds of the industrial revenue bonds and leased to the Company to various tenants;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

29-101. SECTION 1. Authority to Acquire Property and to Construct and Install Facility. That the City of Leawood, Kansas, is hereby authorized to acquire the real property described on Schedule I attached hereto, subject to a certain Option Agreement, dated December 11, 1981, as amended (the "Option Agreement"), between the Company and the Prospect Company, a Delaware Corporation, and to construct buildings on said real property and to equip the same, all for industrial development purposes, (said real property, the buildings, equipment and other improvements relating to said real property now existing or hereafter constructed or acquired with the proceeds of the sale of the Bonds described below or as a replacement of the foregoing, being sometimes hereinafter described as the "Facility") all in accordance with the provisions of the Lease, dated as of April 1, 1982, between said City and Leawood Fountain Plaza (hereafter sometimes referred to as the "Lease"), said Lease being authorized by the provisions of this Ordinance, all in an amount which will not exceed the cost of $7,280,000 to the City. Leawood Fountain Plaza intends to sublease the Facility to various tenants, which subleasing is hereafter approved by the provisions of this Ordinance.

29-102. SECTION 2. Authorization of and Security of the Bonds. That for the purpose of providing funds to pay the cost of acquiring the real property and constructing the buildings and equipping the same, as hereinbefore described, all for industrial development purposes to be leased to Leawood Fountain Plaza, a Kansas limited partnership, there shall be issued and hereby are authorized and directed to be issued a series of Industrial Revenue Bonds, Series of April 1, 1982, (The Leawood Fountain Plaza Project), of the City of Leawood, Kansas, in the principal amount of $7,280,000. Said Bonds herein authorized and hereinafter sometimes referred to as the "Bonds" or the "Revenue Bonds", and all interest thereon, shall be paid solely from the money and revenue received from the fees charged and rental received for the use of the Facility and not from any other fund or source of the City (except to the extent paid out of moneys attributable to Bond proceeds or the income from the temporary investment thereof, and in certain circumstances, as hereinafter and in the Lease provided, proceeds of insurance, sale and condemnation awards). The Bonds and the interest thereon shall never constitute a charge against the general credit or taxing powers of the City of Leawood, Kansas or the State of Kansas or any political subdivision thereof.

Pursuant to the provisions of Section 12-1744, K.S.A., the City hereby pledges the Facility, subject to the Option Agreement, and the net revenue to the City from the leasing and sale of the Facility to the Company to the payment of the Bonds and the interest thereon.

29-103. SECTION 3. Description and Details of the Bonds, Designation of Paying Agent. Said Industrial Revenue Bonds, Series of April 1, 1982, (The Leawood Fountain Plaza Project), of the City of Leawood, Kansas, shall consist of fully registered bonds without coupons, numbered from 1 consecutively upward in order of issuance, the number of each of such Bonds to be preceded by the letter "R" to identify its registered form. Said Bonds shall be issuable in the denomination of $5,000 or any integral multiple thereof not exceeding, however, the total aggregate amount of principal coming due on the stated maturity date that each particular Bond shall bear, and at no time shall the aggregate principal amount of the Bonds issued and outstanding exceed $7,280,000. All of said Bonds shall be dated April 1, 1982, and said Bonds shall become due and shall mature on February 29, 1984.

The Bonds shall bear interest from their effective dates of registration, respectively, as hereafter provided, at the per annum rate of interest equal to seventy percent (70%) of the Prime Rate (as hereinafter defined) of The First National Bank and Trust Company of Oklahoma City, in the City of Oklahoma City, Oklahoma, which rate shall change from time to time. The term "Prime Rate" shall mean the most recently announced national prime rate of The First National Bank and Trust Company of Oklahoma City, for new ninety (90) day unsecured loans. Such interest shall be payable monthly on the last day of each calendar month during which the Bonds are outstanding and unpaid commencing with the last day of the month of the effective date of registration.

The interest rate on the Bonds will be adjusted throughout the term that the Bonds remain outstanding and unpaid effective on the date of a change in the Prime Rate. In addition, if at any time during which the Bonds remain outstanding and unpaid the marginal income tax rate on which the federal income tax of The First National Bank and Trust Company of Oklahoma City is based should be less than the rate on which tax was based for the calendar year ending December 31, 1981, resulting from an amendment to the Internal Revenue Code of 1954, as amended, the interest rate on the Bonds shall be increased by an amount sufficient to cause the yield on the Bonds to remain constant. The following formula shall be utilized to establish the adjusted percentage of the Prime Rate (PR) to be applied:

$$\text{New \% of PR} = \frac{\text{Old \% of PR} - (\text{Old \% of PR} \times \text{New Corporate Tax Rate})}{(1 - \text{Old Corporate Tax Rate})}$$

If any payment of principal, interest or premium on the Bonds or any of them shall not be made on or before the date such payment shall be due and payable under the provisions hereof and the expiration of any applicable grace period, such sums as shall be in default shall bear interest at a rate of interest equal to the effective rate of interest on the Bonds plus three (3) percentage points until paid.

The principal of, redemption premium, if any, and interest on said Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. Payment of such principal and redemption premium, if any, on said Bonds shall be made upon presentation and surrender of such Bonds as they become due at the principal corporate trust offices of The First National Bank and Trust Company of Oklahoma City, in the City of Oklahoma City, Oklahoma, herein sometimes referred to as the "Fiscal Agent". Payment of the interest on each of the Bonds shall be made by the Fiscal Agent on each interest payment date to the person appearing on the registration books of the City hereinafter provided for as the registered owner thereof by check mailed to such registered owner at the address of such registered owner as it appears on the registration books.

In the event any Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, and if funds sufficient to pay such Bonds shall have been made available to the Fiscal Agent, all liability of the City for the payment of such Bonds shall forthwith cease and be completely discharged.

29-104. SECTION 4. Redemption and Payment of the Bonds Prior to Maturity. The Bonds shall be subject to redemption and payment prior to maturity upon the following terms.

The Bonds shall be subject to redemption and shall be called for redemption and payment by the City, at the election and upon instruction of the Company, in whole or in part (by lot chosen in such manner as the Fiscal Agent shall determine appropriate), on the first day of any calendar month at the par value thereof, together with accrued interest thereon to the date of redemption, without premium.

In the case of a partial redemption of Bonds by lot when fully registered Bonds of denominations greater than $5,000 are then outstanding, then for all purposes in connection with redemption, each $5,000 of face value shall be treated as though it was a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all of the $5,000 units of face value represented by any fully registered Bond is to be called for redemption, then upon notice of intention to redeem such $5,000 unit or units, the owner of such fully registered Bond shall forthwith surrender such Bond to the Fiscal Agent (1) for payment of the redemption price (including the premium, if any, and interest to the date fixed for redemption) of the $5,000 unit or units of face value called for redemption and (2) for exchange, without charge to the owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed balance of the principal amount of such fully registered Bond. If the owner of any such fully registered Bond of a denomination greater than $5,000 shall fail to present such Bond to the Fiscal Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the $5,000 unit or units of face value called for redemption (and to that extent only); and (funds sufficient for the payment of the redemption price having been deposited with the Fiscal Agent, and being available for the redemption of said unit or units on the redemption date) such Bond shall not be entitled to the benefit or security of this Ordinance to the extent of the portion of its principal amount (and accrued interest thereon to the redemption date) represented by such $5,000 unit or units of face value nor shall new Bonds be thereafter issued corresponding to said unit or units. Bonds shall be redeemed only in the principal amount of $5,000 each or any integral multiple thereof.

Each of the Bonds shall be subject to mandatory redemption upon the occurrence of an Event of Taxability, as hereinafter defined. The term "Event of Taxability" shall be deemed to mean the occurrence of circumstances on the basis of which a Determination of Taxability shall have been made, or which shall constitute a Determination of Taxability, and which results in the interest payable on the Bonds becoming includable in the gross income for Federal income tax purposes of the holder or registered owner of the Bonds (other than a holder or registered owner who is a "substantial user" of the Facility or a "related person" as such terms are defined in the Internal Revenue Code). The term "Determination of Taxability" shall be deemed to mean the issuance of a deficiency letter or other order or directive of the Internal Revenue Service, Department of Treasury or other governmental agency having jurisdiction thereof, to the effect that on a specified date the interest on the Bonds became includable in the gross income of the holder or registered owner thereof for federal income tax purposes for any reason whatsoever (except that such Bondholder is a "substantial user" of the Facility or a "related person" as the same are defined in the Internal Revenue Code). A decision or ruling by any judicial or administrative authority shall not be considered final for the purposes of this definition until the expiration or waiver of all periods for judicial review or appeal, as the case may be. Upon the occurrence of an Event of Taxability, all of the outstanding Bonds shall be called for redemption in whole, but not in part, at a redemption price which shall be for each Bond so called for redemption, equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, together with a premium equal to the amount, if any, by which the interest on such Bonds computed at the Prime Rate plus one and one-half (1-1/2) percentage points would exceed the interest actually accrued or paid during the period from the date as of which interest on the Bonds became taxable to the date of redemption and payment. The City shall cause notice of any such redemption to be given in the manner hereinafter provided and shall cause the Bonds to be redeemed and paid according to the terms hereof on the redemption date, which date shall not be earlier than 45 days nor later than 120 days after the date of the Determination of Taxability.

Notice of the call for any redemption provided for by this Ordinance identifying all of the Bonds to be redeemed shall be mailed by registered or certified mail, postage prepaid, at least thirty days prior to the redemption date to the registered owners of any Bonds which are to be redeemed at their last addresses shown on the registration books.

Interest shall cease on any of said Bonds so called for redemption and payment as of the redemption date, provided funds are available to pay the same according to their terms.

29-105. SECTION 5. Method of Execution and Authentication of the Bonds. Said Bonds and each of them shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, with the seal of the City affixed thereto or imprinted or lithographed thereon. Said Bonds and each of them shall be registered in the office of the City Clerk which registration shall be evidenced by a certificate on the reverse face thereof bearing the manual signature of the City Clerk.

In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such an officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery.

The Bonds shall have endorsed thereon a Certificate of Authentication, substantially in the form set forth in the form of Bond provided for at Section 7 hereof, which shall be manually subscribed by the Bond Registrar. No Bond shall be entitled to any security or benefit hereof nor shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed by the Fiscal Agent, as Bond Registrar. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered by the authority hereof. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized officer of the Bond Registrar hereinafter designated, but it shall not be necessary that the same officer or employee sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any one time.

29-106. SECTION 6. Registration Provisions, Appointment of Bond Registrar. Said Bonds shall be issuable as fully registered Bonds without coupons, as hereinbefore provided. The City shall cause to be kept books for the registration of Bonds and for the transfer of Bonds as hereinafter provided and the Fiscal Agent is hereby constituted and appointed the Bond Registrar of the City.

Each of the Bonds shall be registered in the name of the holder, and no Bond shall be registered to bearer. The effective date of registration shall be set forth on each of the Bonds, which date shall be the interest payment date to which interest has been paid next preceding the date of authentication, unless authentication shall be upon an interest payment date, in which case the effective date of registration shall be as of such date and unless [illegible] authentication shall precede the first interest payment date for the Bonds, in which case the effective date of registration shall be April 1, 1982.

The Bonds may not be transferred as hereinafter provided, except under circumstances which do not violate either (i) the Securities Act of 1933, as from time to time amended, or the rules and regulations thereunder, or (ii) applicable state securities laws. The foregoing shall be noted in a legend appearing on the face of each Bond. No transfer of any Bond shall be made by the Fiscal Agent or Bond Registrar unless and until there shall have been presented to the Fiscal Agent or Bond Registrar an opinion of counsel satisfactory to the City that such transfer shall not cause a violation of the Securities Act of 1933, as from time to time amended, the rules and regulations thereunder, or any applicable state law. Such legend shall appear on the Bonds initially delivered, and any Bond issued upon any transfer of any Bond, unless such transfer shall make appropriate the removal of such legend, which fact shall be established by an opinion of counsel satisfactory to the City to such effect. Substitute Bonds without legend may be authenticated and delivered by the Fiscal Agent or Bond Registrar upon transfer of any previously legended Bond under circumstances as shall make appropriate the removal of such legend as aforementioned.

Any such registered Bond may be transferred only upon an assignment duly executed by the registered owner or his attorney in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar.

Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such transfer, the City shall execute and the Bond Registrar shall authenticate and deliver in exchange for such Bond a new Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized hereunder, in an aggregate principal amount equal to the principal amount of such Bond being surrendered, of the same series and maturity and bearing interest at the same rate.

No charge shall be made to any Bondholder for the privilege of registration, but any Bondholder requesting any such registration shall pay any tax or governmental charge required to be paid with respect thereto. The Bond Registrar shall not be required to transfer any registered Bond during the period of 15 days next preceding any interest payment date of such Bond, or any Bond having been called for redemption.

The person in whose name any bond shall be registered shall be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bond shall be made only to or upon the order of the registered owner thereof, or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sums so paid.

In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Fiscal Agent may authenticate a new Bond of like series, date, maturity and denomination as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Fiscal Agent, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Fiscal Agent evidence of such loss, theft or destruction satisfactory to the City and the Fiscal Agent, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond the City may pay the same without surrender thereof. The City and the Fiscal Agent may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection.

29-107. SECTION 7. Form of Bond. Each of said Bonds, the legend to appear thereon and the certificates attached thereto shall be in substantially the following form:

> THIS BOND HAS BEEN PURCHASED BY THE FIRST NATIONAL BANK AND TRUST COMPANY OF OKLAHOMA CITY, IN THE CITY OF OKLAHOMA CITY, OKLAHOMA, IN THE ORDINARY COURSE OF ITS BANKING BUSINESS WITH THE PRESENT INTENTION OF HOLDING SAID BOND IN ITS OWN ASSET PORTFOLIO. THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW BY REASON OF STATUTORY EXEMPTIONS THEREFROM. THIS BOND MAY NOT BE TRANSFERRED EXCEPT UNDER CIRCUMSTANCES WHICH DO NOT VIOLATE THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAW AND THEN ONLY UPON PRESENTATION TO THE FISCAL AGENT OF AN OPINION OF COUNSEL ACCEPTABLE TO THE CITY OF LEAWOOD, KANSAS THAT ANY SUCH TRANSFER WILL NOT CAUSE A VIOLATION OF ANY APPLICABLE SECURITIES LAW OR REGULATIONS.

No. R-___ $___

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
INDUSTRIAL REVENUE BOND
SERIES OF APRIL 1, 1982
(THE LEAWOOD FOUNTAIN PLAZA PROJECT)

KNOW ALL MEN BY THESE PRESENTS: That the City of Leawood, (the "City") in the County of Johnson, State of Kansas, for value received, hereby promises to pay, out of revenues hereinafter specified, to ________ or registered assigns upon surrender hereof, the sum of

________ DOLLARS

ON THE TWENTY-NINTH DAY OF FEBRUARY, 1984

in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, at the principal corporate trust offices of The First National Bank and Trust Company of Oklahoma City, in the City of Oklahoma City, Oklahoma (the "Fiscal Agent"), and to pay to the registered owner hereof, by check or draft mailed to such registered owner at the address of such registered owner as it appears on the registration books of the City to be kept by the Fiscal Agent, as Bond Registrar, interest on such principal sum from the effective date of registration hereof at seventy percent (70%) of the Prime Rate (as defined in and as determined (and adjusted in the case of certain amendments to the Internal Revenue Code of 1954, as amended) in the manner provided in the Bond Ordinance) of The First National Bank and Trust Company of Oklahoma City, in the City of Oklahoma City, Oklahoma, which rate shall change as from time to time as said Prime Rate shall change.

Such interest shall be payable monthly on the last day of each calendar month during which this Bond shall be outstanding and unpaid commencing with the last day of the month of the effective date of registration.

In the event any payment of principal, interest or premium on this Bond shall not be made on or before the date such payment shall be due and payable hereunder and the expiration of any applicable grace period as provided in the Bond Ordinance, such sums as shall be in default shall bear interest at a rate of interest equal to the effective rate of interest on this Bond plus three (3) percentage points until paid.

THIS BOND is one of an authorized series of Bonds aggregating the principal amount of $7,280,000, authorized by Ordinance of said City (the "Bond Ordinance"), issued for the purpose of providing funds to pay the cost of acquiring certain real property and acquiring, constructing and equipping buildings for industrial development purposes (hereinafter referred to as the "Facility") and leasing the same to Leawood Fountain Plaza, a Kansas limited partnership (the "Company"), under the terms of a Lease, dated as of April 1, 1982 (hereinafter referred to as the "Lease"), by the authority of and in conformity with the provisions, restrictions and limitations of the Constitution and Statutes of the State of Kansas, including Sections 12-1740 to 12-1749(a), inclusive, Kansas Statutes Annotated, and all amendments thereto and acts supplemental thereto, and all other provisions of the laws of said State applicable thereto. The Company intends to sublease the Facility to various tenants, which subleasing has been authorized and approved by the governing body of the City. This Bond and all interest hereon are to be paid by said City of Leawood, Kansas, solely and only from the money and revenue received from the fees charged and rentals received for the use of the Facility and not from any other source, except to the extent paid out of moneys attributable to Bond proceeds or the income from the temporary investment thereof, and under certain circumstances the proceeds of insurance, sale and condemnation awards. Payment of the principal amount of this Bond and all other Bonds of the series of which this Bond is one has been guaranteed by the general partners and the sole limited partner of the Company under the terms of a Guaranty Agreement dated as of April 1, 1982 in favor of The First National Bank and Trust Company of Oklahoma City. Pursuant to the provisions of said statutes, the governing body of the City has pledged said Facility subject to a certain Option Agreement between the Company and the Prospect Company, a Delaware corporation, and the net earnings therefrom to the payment of the series of Bonds of which this Bond is a part, and the interest thereon. Reference is hereby made to the Ordinance aforesaid and to said Lease for a description of the covenants of the City with respect to the collection, segregation and application of the revenues of said Facility, the nature and extent of the security for said Bonds, the rights, duties and obligations of the City and of the Fiscal Agent with respect thereto, and the rights of the holders thereof.

The Bonds are issued in fully registered form without coupons in denominations of $5,000 or any integral multiple thereof not exceeding, however, the total principal amount of Bonds maturing on the stated maturity date the particular Bond shall bear.

The Bonds of the series of which this Bond is one shall be subject to redemption and shall be called for redemption and payment by the City, at the election and upon instruction of the Company, in whole or in part (by lot chosen in such manner as the Fiscal Agent shall determine appropriate), on the first day of any calendar month at the par value hereof, together with accrued interest thereon to the date of redemption, without premium.

Each of the Bonds shall be subject to mandatory redemption upon the occurrence of an Event of Taxability. The term "Event of Taxability" as defined in the Ordinance is deemed to mean the occurrence of circumstances on the basis of which a Determination of Taxability, as defined in the Ordinance, shall have been made, or which constitute a Determination of Taxability, and which results in the interest payable on the Bonds becoming includable in the gross income for Federal income tax purposes of the holder or registered owner of the Bonds (other than a holder or registered owner who is a "substantial user" of the Facility or a "related person" as such terms are defined in the Internal Revenue Code). Upon the occurrence of an Event of Taxability, all of the Bonds shall be called for redemption in whole, but not in part, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, together with a premium equal to the amount, if any, by which the interest on the Bonds computed at the Prime Rate plus one and one-half (1-1/2) percentage points would exceed the interest actually accrued and paid during the period from the date as of which interest on the Bonds became taxable to the date of redemption and payment. The City shall cause notice of any such redemption to be given in the manner hereinafter provided and shall cause the Bonds to be redeemed and paid according to the terms of the Bond Ordinance on the redemption date, which date shall not be earlier than 45 days nor later than 120 days after the date of the Determination of Taxability.

All Bonds so called for redemption will cease to bear interest on the specified redemption date provided sufficient funds or securities in which such funds are invested for their redemption are on deposit irrevocably in trust with the Fiscal Agent prior to the redemption date and the required notice of redemption shall have been given and said Bonds shall thereafter no longer be entitled to the benefits and protection of the covenants contained in the Ordinance authorizing this Bond and said Bond shall not thereafter be deemed to be outstanding under the provisions of said Bond Ordinance.

Notice of the call for any redemption provided for herein identifying all of the Bonds (or portions thereof) shall be mailed, postage prepaid, at least thirty (30) days prior to the redemption date to the registered owners of any Bonds which are to be redeemed at their last addresses shown on the registration books.

This Bond is transferable, as provided in the Bond Ordinance, only upon books of the City kept for that purpose at the principal office of the Fiscal Agent, as Bond Registrar, by the registered owner hereof or by his attorney duly authorized, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney, and thereupon a new Bond or Bonds, in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance, and upon payment of the charges therein prescribed. The City, the Fiscal Agent and any other paying agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest hereon and for all other purposes.

This Bond shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the provisions of the Bond Ordinance until the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

AND IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas.

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its corporate seal to be hereto affixed, lithographed or imprinted hereon, and this Bond to be dated this first day of April, 1982.

(manual or facsimile)
Mayor

ATTEST:

(manual or facsimile)
City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

I, the undersigned City Clerk of the City of Leawood, Kansas, hereby certify that the within Industrial Revenue Bond, Series of April 1, 1982 (The Leawood Fountain Plaza Project), dated April 1, 1982, of the City of Leawood, Kansas, has been duly registered in my office according to law.

WITNESS my hand and official seal this ___ day of ___, 19__.

(manual)
City Clerk

(CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds of the series described in the within-mentioned Bond Ordinance.

The First National Bank and Trust Company of Oklahoma City
Bond Registrar

By: (manual)
Authorized Officer

(ASSIGNMENT FORM)

For Value Received the undersigned hereby sells, assigns and transfers unto ________ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ________ to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____

Name of Transferee

Signature Guaranteed By:

Name of Bank

(Seal of Bank) By:

Title:

29-108. SECTION 8. Preparation, Authentication and Delivery of the Bonds. The Mayor and City Clerk are hereby authorized and directed to prepare and execute in the manner hereinbefore specified the Industrial Revenue Bonds, Series of April 1, 1982 (The Leawood Fountain Plaza Project), of the City herein authorized, and to deliver said Bonds to the Fiscal Agent with instructions to authenticate and deliver the Bonds to The First National Bank and Trust Company of Oklahoma City, the purchaser thereof, on payment of the purchase price, which shall not be less than par plus accrued interest; provided, however, the Fiscal Agent shall be instructed to deliver the Bonds as aforesaid upon receipt of the following:

(a) A copy of this Ordinance duly executed by the Mayor and sealed and attested by the City Clerk.

(b) An original executed counterpart of the Lease authorized by this Ordinance and evidence of the authority of the Company to enter into the Lease.

(c) An original executed counterpart of Guaranty in form and substance satisfactory to The First National Bank and Trust Company of Oklahoma City.

(d) A request and authorization to the Fiscal Agent, as Bond Registrar, on behalf of the City and signed by the Mayor or City Clerk to authenticate and deliver the Bonds to the purchaser therein identified upon paymet to the Fiscal Agent, but for the account of the City, of a specified sum plus accrued interest.

(e) Such additional certificates as may be required by bond counsel.

The proceeds of the sale of the Bonds shall be deposited with the Fiscal Agent for the account of the City for application as in Sections 9 and 10 provided.

29-109. SECTION 9. Designation of Fiscal Agent, Disposition of Bond Proceeds. The Governing Body hereby designates and appoints The First National Bank and Trust Company of Oklahoma City, in the City of Oklahoma City, Oklahoma, as the City's fiscal agent, hereinafter referred to as the "Fiscal Agent", for the Industrial Revenue Bonds, Series of April 1, 1982 (The Leawood Fountain Plaza Project) of the City.

Upon the issuance, sale and delivery of the Bonds, the Fiscal Agent shall withdraw from the proceeds received by the City in connection with such sale, the sum of $910,910.00, representing interest estimated to become due on the Bonds through June 1, 1983, the estimated date for completion of construction of the Facility, and shall deposit the same in the Principal and Interest Account for Industrial Revenue Bonds, Series of April 1, 1982, (The Leawood Fountain Plaza Project), of the City of Leawood, Kansas, (herein called the "Principal and Interest Account"), hereinafter ordered created.

29-110. SECTION 10. Construction Fund. There is hereby authorized and ordered to be established with the Fiscal Agent a separate fund or account designated as the "Leawood Fountain Plaza Construction Fund", hereinafter referred to as the "Construction Fund". The balance of the proceeds of the sale of the Bonds after making the withdrawals therefrom specified in Section 9 above, shall be deposited in said Construction Fund.

Moneys on deposit in the Construction Fund shall be invested in accordance with the provisions of Section 12 hereof. The Fiscal Agent shall withdraw and pay from the Construction Fund any and all expenses of whatever nature incurred in connection with the issuance and sale of the Bonds and for title insurance, the payment of said expenses to be made in accordance with Section 4.3 of the Lease which provides that the Company shall deliver to the Fiscal Agent written instructions specifying the amounts to be disbursed and the persons to whom the disbursements are to be made.

The Fiscal Agent shall thereafter make disbursements from said Construction Fund for the acquisition and construction of the Facility in accordance with the terms and provisions of the Lease, dated as of April 1, 1982, between said City and the Company.

Any moneys in said fund at the time of the exercise of the option to purchase the Facility as permitted under Section 17.2 thereof and any funds not required for such purpose shall be deposited in the Principal and Interest Account for Industrial Revenue Bonds, Series of April 1, 1982 (The Leawood Fountain Plaza Project), of the City of Leawood, Kansas, at such time as the Company shall certify that the Facility is complete. Such surplus bond proceeds transferred from the Construction Fund to the Principal and Interest Account shall be held by the Fiscal Agent in a special escrow within the Principal and Interest Account and applied to payment of principal to become due on the Bonds at the earlier of the maturity or redemption thereof, unless there shall be provided to the City and the Fiscal Agent an opinion of bond counsel of national recognition that shall conclude that another or different proposed application of such surplus Construction Funds shall not adversely affect the tax-exempt status of the interest income on the Bonds.

29-111. SECTION 11. Principal and Interest Account. There is hereby authorized and ordered to be established with the Fiscal Agent a separate account to be known as the "Principal and Interest Account for Industrial Revenue Bonds, Series of April 1, 1982 (The Leawood Fountain Plaza Project), of the City of Leawood, Kansas". The City covenants and agrees that from and after the delivery of any of the Revenue Bonds herein authorized and continuing so long as any of said Bonds shall remain outstanding, said City will maintain said account with the Fiscal Agent. The accrued interest received in connection with the sale of the Bonds, the interest to become due during the construction period, all moneys due under said Lease and all other moneys intended to pay the principal of and interest on the Bonds and the charges of the Fiscal Agent and any other Paying Agent, shall be paid to The First National Bank and Trust Company of Oklahoma City, in the City of Oklahoma City, Oklahoma, as Fiscal Agent, and shall be deposited in the Principal and Interest Account.

The Fiscal Agent shall use and apply the moneys deposited in the Principal and Interest Account for the sole purpose of paying the principal of, interest and redemption premium, if any, on the Bonds as and when the same become due and payable at maturity or upon redemption prior to maturity.

The Fiscal Agent shall make appropriate arrangements with and shall transmit funds to any other Paying Agent to pay such principal and interest as the same become due. Any balance remaining in the Principal and Interest Account shall, when the Bonds have been paid or payment provided for in accordance with Section 18 of this Ordinance, be paid to the Tenant at the time under the Lease.

29-112. SECTION 12. Investments. Moneys in the Construction Fund and in the Principal and Interest Account shall be invested by the Fiscal Agent, upon written instruction of the Company, in Eligible Investments, as herinafter defined, unless the Company instructs the Fiscal Agent to hold such funds in cash or on deposit.

The term "Eligible Investments" means: (i) any bonds or other obligations of the United States of America or any agency thereof which as to principal and interest constitute direct obligations of or are guaranteed by the United States of America, (ii) certificates of deposit or styled bankers acceptances of banks, including the Fiscal Agent, organized under the laws of the United States of America or any state thereof, which have a combined capital and surplus of at least $25,000,000 in dollars of the United States of America, (iii) commercial paper or finance company paper which is rated not less than prime-one or A-1 or P-1 or A-2 or P-2 or their equivalents by Moody's Investors Service, Inc. and Standard & Poor's Corporation, or their successors, (iv) any repurchase agreement secured by any one or more of the obligations listed above in (i), (v) subject to approval of bondholders so long as The First National Bank and Trust Company of Oklahoma City shall be the registered owner of any of the Bonds, Eurodollar certificates of deposits or Eurodollar time deposits, and (vi) money-market funds backed by any of the above, provided that such investment or deposit is not prohibited by law.

All interest on and any investments held in any fund or account created by this Ordinance or the Lease and any profit realized therefrom shall accrue to and become a part of such fund or account and any gain or loss resulting from such investments shall be credited or charged to such fund or account. The Fiscal Agent shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in such fund or account is insufficient for the purposes of such fund or account. Such certificates of deposit shall be purchased directly from such bank, trust company or national banking association and shall have a maturity not exceeding the time within which the funds invested therein are required to be available. In no event shall investment of funds be made for a period extending beyond the next interest payment date on which such funds will be needed to pay principal or interest coming due on the Bonds.

Any such investments made by the Fiscal Agent may be made through its own Bond Department. Investment of funds held by the Fiscal Agent shall not be made in a manner which would cause any of the Bonds to be an "arbitrage bond" as the same is defined in Section 103(c) of the Internal Revenue Code, as amended, and the Income Tax Regulations applicable thereto.

Notwithstanding anything herein before contained to the contrary, moneys representing surplus construction funds transferred to the Principal and Interest Account upon completion of construction and held in special escrow therein shall be invested at a yield not exceeding the yield on the Bonds pending such application.

29-113. SECTION 13. Particular Covenants of the City. So long as any of the principal of and interest on the Bonds herein authorized remain outstanding and unpaid, the City covenants with each of the purchasers and owners of said Bonds as follows:

(a) The City will comply fully with all the terms, provisions, and conditions of the Lease which require performance by, or impose duties on the City and it will not permit any default to occur on the part of the City; it will fully and promptly enforce all of the terms, provisions and conditions of the Lease which require performance by, or impose duties on Leawood Fountain Plaza, and in the event of the occurrence of a default, as defined in the Lease, it will exercise all rights, and remedies conferred by the Lease for the full and complete protection of the security for the Bonds and rights of the bondholders. The City's obligation to pay the expenses of the enforcement of such rights and remedies shall be limited to funds made available to it for that purpose by the bondholders or other interested parties;

(b) The City will enforce collection of the rental payments and other charges in the amounts and at the times set forth in the Lease authorized hereby and will not reduce or cause or permit to be reduced the rental payments and other charges fixed, established and required by the Lease nor change or alter the time or times when the same are due and payable under said Lease;

(c) Until payment of all the Bonds and interest thereon and premium, if any, shall have been duly made or provided for, the City will not consent to any change, amendment, modification or termination of said Lease, except as provided therein;

(d) Any moneys received by the City pursuant to termination of the Lease, any proceeds of condemnation awards, insurance or sale proceeds or any other funds intended for the purpose of paying said Bonds will be used solely and exclusively to pay the Bonds herein authorized and the interest thereon according to their terms or to redeem and pay any of said Bonds then outstanding and unpaid and then subject to redemption and payment; provided, however, that any funds remaining after payment or redemption of such Bonds shall be paid to the Company. Upon receipt of any such funds, if said Bonds be then subject to redemption and payment, the City shall proceed promptly to call in whole, if funds are available therefrom, said Bonds for redemption and payment according to their terms and shall give notice thereof provided for by the terms of this Ordinance. Such funds shall be deposited with the Fiscal Agent, and the same shall be used solely for the payment of the Bonds herein authorized, accrued interest thereon, and the charges of the Fiscal Agent for paying the same;

(e) The City will not issue any other obligations payable from payments made by the Company pursuant to the Lease, nor voluntarily create any additional debt, lien, pledge, assignment, encumbrance, or any other charge on said payments or on the property subject to said Lease nor will it, unless required by law or permitted by the terms of said Lease, sell or otherwise dispose of the Facility or any part thereof;

(f) The City will cause the Company to keep constantly insured all buildings and improvements from time to time, constituting a part of the property and premises leased to the Company, in the manner provided for by the Lease herein authorized. The City's share of the proceeds of any such insurance policies shall be payable to and deposited with the Fiscal Agent as Insurance Trustee. Any of the proceeds of such policies shall be used and applied in the manner set forth in said Lease;

(g) The City will cause the Fiscal Agent to keep books and records relating to the Facility in which complete and correct entries shall be made in accordance with standard principles of accounting of all transactions relating to the Facility, and any holder or registered owner of any of the Bonds herein authorized, or the Company, or the Bank or any of their agents, shall have the right at all reasonable times to inspect all records, accounts and data relating to the Facility.

The provisions of this Ordinance shall constitute a contract between the City and the holders of the Bonds herein authorized, and the holder of any one or more of said Bonds may sue to recover principal or interest or premium. The holders of 25% or more of the principal amount of Bonds then outstanding may sue in any action, in mandamus, injunction, or other proceedings, either at law or in equity, to enforce or compel performance of all duties and obligations required by this Ordinance or the Lease to be done or performed by the City or by Leawood Fountain Plaza or to compel the City to cure any default. Nothing contained in this Ordinance shall, however, be construed to impose on said City any duty or obligation to levy any taxes either to meet any obligation contained herein or to pay the principal of or interest on the Bonds.

29-114. SECTION 14. Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "event of default" within the meaning of this Ordinance:

(a) Default in the due and punctual payment of any interest on any Bond, or default in the due and punctual payment of the principal of or redemption premium, if any, on any Bond, whether at the stated maturity thereof or upon any redemption and such default continues for three (3) business days following written notice as provided in (c) below; or

(b) Insufficiency of funds on deposit in the Principal and Interest Account on any interest payment date to pay all principal of and interest and redemption premium, if any, due on the Bonds on such interest payment date and such default continues for three (3) business days following written notice as provided in (c) below;

(c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the City in this Ordinance or in the Bonds contained or default on the part of the Company under the Lease, and the [illegible] for a period of thirty (30) days after written [illegible] given to the City and the Company by the Fiscal Agent or by the holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds then outstanding.

Upon the happening of an event of default under [illegible] or (b) above, the Fiscal Agent may, and at the request of [illegible] of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds at the time outstanding [illegible] happening of an event of default [illegible] the Fiscal Agent may, by written notice given to the Mayor and City Clerk of the City and to the Company, declare the principal of and interest on all of the Bonds then outstanding to be due and payable immediately, and upon such declaration [illegible] said principal and interest shall be [illegible] anything in the Bonds or this Ordinance [illegible] notwithstanding.

In the event the principal of or interest on the [illegible] not paid according to the terms thereof on the [illegible] date or on the prior [illegible] date or on any interest payment date, as the case may be, then the holders of 25% or more of the principal amount of Bonds then outstanding may, by written notice given to the Mayor or City Clerk of the City and to Leawood Fountain Plaza and to the Fiscal Agent, declare the principal of and interest on all the Bonds herein authorized then outstanding to be due and payable immediately and upon such declaration given as aforesaid, said principal and interest shall be immediately due and payable, anything in said Bonds or in the Ordinance contained to the contrary notwithstanding.

Notwithstanding the foregoing the holders of fifty-one percent (51%) of the Bonds at the time outstanding may by written notice to the City and the Fiscal Agent annul any such declaration of acceleration if the default giving rise to such declaration shall be cured.

29-115. SECTION 15. Application of Moneys. Anything in this Ordinance to the contrary notwithstanding, if at any time the moneys in the Principal and Interest Account shall not be sufficient to pay the principal of, premium, if any, and interest on the Bonds as they become due and payable, all moneys received by the Fiscal Agent shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Fiscal Agent, be applied by the Fiscal Agent as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment then to the payment ratably, according to the amounts due on such payment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Ordinance), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full the principal of, premium, if any, and such interest on the Bonds due on any particular date, then to the payment ratably, according to the amount of the principal, interest and premium, if any, due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds, without preference or priority, ratably, according to the amounts due respectively for principal, premium, if any, and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of Section 14 hereof then, subject to the provisions of paragraph (b) of this Section 15 in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time as the Fiscal Agent shall determine, having due regard to the amount of such moneys available for such application in the future. Whenever the Fiscal Agent shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Fiscal Agent shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Fiscal Agent for appropriate endorsement or for cancellation if fully paid.

29-116. SECTION 16. Provisions Relating to the Fiscal Agent. (a) Prior to the receipt of the Bond proceeds pursuant to the provisions hereof, the Fiscal Agent shall file with the City Clerk its written acceptance of the duties specified in this Ordinance and in the Lease and its agreement to act in said capacity.

(b) The Fiscal Agent's duties and responsibilities shall be limited to those expressly set forth in this Ordinance and under the Lease or any other document or instrument to which it is a party or which by implication, are necessary to carry out and effect such duties and responsibilities.

(c) All resolutions, opinions, certificates and other instruments referred to or provided for herein or in the Lease may be accepted by the Fiscal Agent as conclusive evidence of the facts, opinions and conclusions stated therein and shall be full warrant, protection and authority to the Fiscal Agent for any action reasonably taken pursuant thereto. The Fiscal Agent shall be under a duty to examine any such resolutions, opinions, certificates and other instruments to determine whether or not they conform to the requirements of this Ordinance and the Lease.

(d) The Fiscal Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith and, if appropriate, upon advice of counsel who may be counsel for the Fiscal Agent or the City.

(e) No provision contained in this section shall be construed to relieve the Fiscal Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that this subsection shall not be construed to limit the effect of subsections (b) (c) and (d) of this section, and the Fiscal Agent shall not be liable for any error in judgment made in good faith unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts to make such judgment.

(f) The Fiscal Agent shall have the right to buy, sell, own, deal or trade in the Bonds without giving notice thereof to the city, the Company or any bondholder and without incurring any liability whatsoever with respect thereto.

(g) The Fiscal Agent shall have the right to continue, or to enter into, banking relationships with the Company, with the City, and with any corporation, all or any part of the stock of which is owned by the Company or the City, including, without limitation, the acceptance of deposits of funds from or the making of secured or unsecured loans to the Company or the City and any such corporation, without giving either notice thereof or notice of any information concerning the Company or the City or any such corporation which comes to the attention of the Fiscal Agent as result thereof, to the City or any bondholder, and the Fiscal Agent shall not incur any liability whatsoever to the City or to any bondholder as a result thereof, or as a result of the collection or other enforcement by the Fiscal Agent of its rights with respect to any such transaction.

(h) The Fiscal Agent may resign by an instrument in writing delivered to the City and the Company to take effect not sooner than ninety (90) days after its delivery or upon the filing of the successor Fiscal Agent's acceptance, whichever is later, whereupon the City, with the consent of the Company, shall immediately, in writing, designate a successor Fiscal Agent. Such successor Fiscal Agent shall be a bank, trust company or national banking association which is a member of the Federal Reserve System and has a capital stock and surplus aggregating at least Twenty-Five Million Dollars ($25,000,000). Such successor Fiscal Agent shall be subject to the same duties and obligations and shall have the same rights, privileges and immunities specified in this Ordinance and in the Lease for the Fiscal Agent. Any such successor Fiscal Agent shall file an acceptance in the form referred to in subparagraph (a) hereof with the City Clerk within ten (10) days of its appointment.

(i) The Fiscal Agent shall be entitled to payment or reimbursement for reasonable fees for its ordinary services and all advances, counsel fees and other ordinary expenses reasonably and necessarily made or incurred by it in connection with its ordinary services, all such fees and expenses to be paid by the Company as Additional Rent as specified in Section 2.3 of the Lease.

(j) The City may for any reason, remove the Fiscal Agent or any of its successors hereunder and appoint a new Fiscal Agent in its place and stead, and such new Fiscal Agent shall, when appointed, become successor to the powers, duties and obligations conferred on the Fiscal Agent; provided, however, so long as The First National Bank of Oklahoma City shall be a registered owner of any of the Bonds, the City shall not remove such Fiscal Agent without the written consent of such bondholder except in the case of gross misconduct or willful neglect of its duties hereunder.

29-117. SECTION 17. Amendments. The provisions of the Bonds authorized by this Ordinance and provisions of this Ordinance may be modified or amended at any time by the City with the written consent of the holders of not less than sixty-six and two-thirds (66-2/3%) percent in aggregate principal amount of the Bonds herein authorized at the time outstanding; provided, that no such modification or amendment shall permit or be construed as permitting: (a) the extension of the maturity of the principal of any of the Bonds issued hereunder, or the extension of the maturity of any interest on any Bonds issued hereunder; (b) a reduction in the principal amount of any Bonds or the rate of interest thereon; or (c) a reduction in the aggregate principal amount of Bonds. Any provision of the Bonds or of this Ordinance may, however, be modified or amended in any respect with the written consent of the holders of all of the Bonds then outstanding. Every amendment or modification of a provision of the Bonds or of this Ordinance to which the written consent of the bondholders is given as above provided shall be expressed in an Ordinance of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. It shall not be necessary to note on any of the outstanding Bonds any reference to such amendment or modification if any. A certified copy of this Ordinance shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the holder of any Bond or prospective purchaser or holder of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same. A certified copy of any such amendatory or supplemental Ordinance or of this Ordinance will be sent by the City Clerk to any such bondholder or prospective bondholder.

29-118. SECTION 18. Defeasance. When all of the Bonds and interest thereon shall have been paid and discharged, then the agreements, obligations, covenants and requirements contained in this Ordinance (other than those set forth in this Section) and the pledge of net earnings from the Facility made hereunder and all other rights granted hereby shall cease and terminate. The Bonds shall be deemed to have been paid and discharged within the meaning of this Ordinance and within the meaning of the Lease at the date of maturity or on an applicable redemption date if there shall have been deposited with the Fiscal Agent, at or prior to the maturity or redemption date of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which moneys and obligations, are at least sufficient for the payment of the principal of and redemption premium, if any, on the Bonds and interest to accrue thereon to the date of maturity or redemption, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, and provision shall also have been made for all other sums payable under the provisions of this Ordinance, provided, always, that if any of the Bonds are to be redeemed prior to the maturity thereof, the City (and the Company, if required hereunder) shall have elected to redeem such Bonds and such Bonds shall have been called for redemption pursuant to an applicable redemption provision hereof. Any moneys and obligations which at any time shall be deposited by or on behalf of the City for the purpose of paying and discharging any of the Bonds shall be, and are hereby, assigned, transferred and set over to the Fiscal Agent in trust for the respective holders of the Bonds, and such moneys and obligations shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of the Bonds shall no longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the holder of such moneys and obligations forthwith to pay such moneys and obligations to the party entitled thereto as provided in Section 11 above.

29-119. SECTION 19. Authorization of Lease. That the real estate hereinbefore described and the improvements located thereon and to be constructed thereon and equipment located thereon and the equipment to be acquired, installed and constructed thereon pursuant to this Ordinance and the Lease shall be leased to Leawood Fountain Plaza, under and pursuant to a Lease dated as of April 1, 1982, substantially in the form attached to this Ordinance as Exhibit A, which Lease the Mayor and City Clerk are hereby authorized and directed to execute for and on behalf and as the act and deed of the City.

That the Facility leased to Leawood Fountain Plaza, as hereinbefore authorized, shall be subleased to various tenants under and pursuant to written subleases between said parties.

29-120. SECTION 20. Approval of Tri-Party Agreement. That the form of the Tri-Party Agreement among the Prospect Company, Leawood Fountain Plaza, The First National Bank and Trust Company of Oklahoma City and the City, attached to the Option Agreement hereinbefore described and to this Ordinance as Exhibit B, whereunder it is provided that in the event of a default on the part of the Company of its obligations hereunder or under the Lease the benefits of the Option Agreement may be exercised by the City or its assigns upon the terms therein stated, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and attest, respectively, said Tri-Party Agreement for and on behalf of and as the act and deed of the City.

29-121. SECTION 21. Approval of Guaranty. That as additional security for the payment of the Bonds and the interest thereon there shall be provided a Guaranty Agreement to be dated as of April 1, 1982, pursuant to which the general partners and the sole limited partner of the Company shall guarantee the payment of any loss sustained by The First National Bank and Trust Company of Oklahoma City by reason of its purchase and ownership of the Bonds, and such Guaranty Agreement in such form as shall be acceptable in form and substance to The First National Bank and Trust Company

of Oklahoma City is hereby approved.

29-122. SECTION 22. Conveyance of Facility. [illegible] City of the purchase price of the property [illegible] title to said property shall be transferred and conveyed [illegible] vided in the Lease or, as provided in the [illegible] dated as of April 1, 1982, by and between the Company and the First National Bank and Trust Company of Oklahoma City, [illegible] event of a default by Company under the Lease, to The First National Bank and Trust Company of Oklahoma City, and the Mayor and other appropriate officers of the City are hereby authorized and directed to execute such deeds, bills of sale and other instruments as may be necessary to [illegible] In the event that The First National Bank and Trust Company of Oklahoma City should pay the principal of the [illegible] the Facility by [illegible] Lease conditions [illegible] and City Clerk [illegible] the Bank in [illegible] the Bank.

29-123. SECTION 23. [illegible] ternal Revenue Code. The [illegible] authorized to do all [illegible] nance and the Lease for the full [illegible] of all of the terms, covenants and [illegible] ends, the Lease and this Ordinance [illegible] notice required to be filed by the City [illegible] election of the $20,000,000 limit for the [illegible] as required by [illegible] of 1954, as amended. The Mayor and the City Clerk of the City are further specifically authorized to execute [illegible] tificate on behalf of the City [illegible] constitute a [illegible] of the Bonds nor any fund [illegible] tion 103(c) of the Internal Revenue Code of the [illegible] be invested in such a manner as to cause [illegible] bonds" under said Section; no investment [illegible] under control of the City which would violate the [illegible] expressed in such certificate.

29-124. SECTION 24. Severability. If any [illegible] nants, agreements or provisions of [illegible] dated as of April 1, 1982 [illegible] provision of law or contrary to the policy of [illegible] not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds or coupons issued hereunder, or of the Lease.

SECTION 25. Effective Date. This Ordinance shall take effect and be in force from and after its passage and publication in the official City paper.

PASSED by the Governing Body of the City of [illegible] this 19th day of April, 1982, the [illegible] an emergency matter; approved by the [illegible]

ATTEST:

[signature]
City Clerk

APPROVED FOR FORM AND CONTENT: [illegible] City Attorney

SCHEDULE I

All that part of the NW 1/4 of Section 16, Township 13, Range 25, now in the City of Leawood, Johnson County, Kansas, more particularly described as follows: Commencing at the [illegible] of the NW 1/4 of said Section 16; thence S 87° 37' 49" W, along the North line of the NW 1/4 of said Section 16, a distance of 2005.20 feet, to the true point of beginning of [illegible] thence continuing S 87° 37' 49" W, along the North line of the NW 1/4 of said Section 16, a distance of 148.32 feet, to the west corner thereof; thence S 1° 41' 29" E, along the [illegible] of the NW 1/4 of said Section 16, a distance of [illegible] N 88° 18' 31" E, a distance of 55 feet, to a point of curvature; thence Easterly and Southeasterly, along a curve to the right, having a radius of 1250 feet, and a central angle of 4° 33', a distance of 99.27 feet, to a point of [illegible] Southeasterly, along a curve to the right, having a [illegible] feet, a central angle of 11° 16' 38", and whose initial tangent bearing is S 87° 08' 29" E, a distance of 97.43 feet; thence N 1° 42' 44" E, a distance of 44.33 feet, to a point on the [illegible] right-of-way line of 112th Street, as now established; thence Southeasterly, along the Northerly right-of-way line of said 112th Street, said line being on a curve to the right, having a radius of 350 feet, a central angle of 3° 16' 02", and whose initial tangent bearing is S 69° 53' E, a distance of 19.98 feet, to a point on the Westerly right-of-way line of Ash, as now established; thence N 19° 43' 33" E, along the Westerly right-of-way line of said Ash, a distance of 109.67 feet, to a point of curvature; thence Northeasterly, along the Northerly right-of-way line of said Ash, said line being on a curve to the right, having a radius of 585 feet, and a central angle of 17° [illegible], a distance of 182.74 feet, to a point of tangency; thence N 37° 27' 27" E, along the Westerly right-of-way line of said Ash, a distance of 236.07 feet, to a point of curvature; thence Northeasterly, along the Westerly right-of-way line of said Ash, said line being on a curve to the left, having a radius of 353.99 feet, and a central angle of 24° 49' 23", a distance of 153.36 feet, to a point of compound curvature; thence Northeasterly and Northerly, along the Westerly right-of-way line of said Ash, said line being on a curve to the left, having a radius of 561 feet, a central angle of 15° 10' 15", and whose initial tangent bearing is N 12° 4' 04" E, a distance of 148.54 feet, to a point of tangency; thence N 2° 22' 11" W, along the Westerly right-of-way line of said Ash, a distance of 34.77 feet; thence N 47° 22' 11" W, along the Westerly right-of-way line of said Ash, a distance of 14.14 feet; thence N 2° 22' 11" W, a distance of 55 feet, to the true point of beginning of subject tract, subject to that part thereof [illegible] for [illegible] purposes.

(4962 1F)

along a curve to the left, having a radius of 325 feet and a tangent bearing of N 17° 48' 57" E, a distance of 72.70 feet to a point of tangency; thence N 5° E, a distance of 172.50 feet to a point of curvature; thence northeasterly on a curve to the right, having a radius of 350 feet, a distance of 119.44 feet to the point of beginning, containing 26.93 acres, more or less, Overland Park, Johnson County, Kansas, may appear and show cause why the property and bridge thereon should not be condemned and ordered repaired or demolished and removed from the property.

PASSED THIS 19th day of April by a majority vote of the Councilpersons Elect.

APPROVED THIS 19th day of April, 1982.
(s)Ed Eiler,
Mayor
ATTEST:
(s)Bernice Crummett,
Director of Finance/City Clerk
(s)Jane Neff-Brain,
Assistant City Attorney
(4966 2F)

...ay, April 23, 1982.

...ent
...rch 31, 1982

Disbursements	New Balance 03/31/82
794,414.20	$1,581,378.70
-0-	111,557.71
2,340.00	32,824.92
407,015.67	(65,553.14)
476.10	36,397.34
64,720.60	113,783.65
-0-	16,178.63
2,586.81	2,791.70
-0-	3,305.00
159,838.00	604,783.35
(61,459.39)	66,127.28
130,004.44	(6,469.91)
-0-	(2,977.10)
5,475.00	(1,925.89)
-0-	-0-
10,954.81	3,476.61
-0-	1,001.48
...,516,366.24	$2,496,680.33

...correct.

[signature]
...ty Treasurer

Friday, April 23, 1982.

...ENT
...MARCH 31, 1982

...VENUE	DISBURSEMENT	MARCH 31, 1982 BALANCE
...697.29	$ 564,063.39	$ 850,045.83
...413.54	184.42	34,507.04
...895.78	3,408.48	28,133.85
...020.65	60.51	35,830.88
...471.72	5,532.87	364,078.04
...989.38	-0-	143,414.89
...000.00	73,858.13	2,141.87
...493.65	-0-	17,465.72
...475.95	16,558.82	109,793.41
...463.52	9.00	59,934.88
-0-	233.67	-0-
...700.07	17,755.52	10,167.59
...644.25	27,561.50	45,462.95
...884.90	89,167.48	117,017.29
...719.90	282,732.26	.00
...245.25	-0-	5,351.03
...216.69	-0-	4,372.58
-0-	-0-	-0-
...759.41	-0-	94,307.69
...091.95	$ 1,081,126.05	$ 1,922,025.54
...0-	$ 4,000.00	$ 2,634,846.72
...0-	-0-	1,221,282.00
...0-	$ 4,000.00	$ 3,856,128.72

THE ABOVE STATEMENT IS CORRECT.

(4954 1F)

...R

DEPARTMENT
COURT NO. 1
...MERICAN BANK AND ...T COMPANY, a Bank... ...rporation, Plaintiff,

...ATLAND CON... ...CTION CORPORA... the correct name of ...is WHEATLAND CON... ...UCTION CORP, a ...as Corporation, J. R. ...RMAN and JEAN A. ...RMAN, husband and ...VALLEY VIEW STATE ...K, a Banking Corpora... COMMUNITY ...ERAL SAVINGS AND ...N ASSOCIATION; ...NHOUSE ...RKETING, INC., a ...sas corporation; ...BERT MCCOLLOM; and ...unknown heirs, executors, ...ministrators, devisees, ...tees, creditors and as...s of such of the defen...ts as may be deceased; ...unknown spouses of the ...endants; the unknown of...rs, successors, trustees, ...ditors and assigns of such ...endants as are existing, ...solved or dormant cor...ations; the unknown ex...utors, administrators, ...stees, creditors, succes...s and assigns of such ...fendants as are or were ...rtners or in partnership; ...d the unknown guardians ...d trustees of such of the ...fendants as are minors or ...e in anywise under legal ...sability, Defendants.

Case No. 110039
Pursuant to K.S.A. Chapter 60

NOTICE OF SHERIFF'S SALE

NOTICE is hereby given ...hat under and by virtue of an ...rder of Sale issued by the ...lerk of the District Court of ...ohnson County, Kansas, of ...he Tenth Judicial District, in ...he case above numbered, ...wherein the parties above ...named were respectively ...plaintiff and defendants, and to me the undersigned, Sheriff of Johnson County, Kansas, directed, I will offer for sale at public auction and sell to the highest bidder for cash in hand at the North front door of the Courthouse in the City of Olathe, in said county and state on Monday, the 17th day of May, 1982, at 10:00 o'clock A.M. of said day, the following described real estate situated in the County of Johnson, State of Kansas, towit:

Lot A. SHERMAN COURT, a subdivision in the City of Merriam, Johnson County, Kansas

said real property is levied upon as the property of the defendant, Wheatland Construction Corporation, and will be sold without appraisal to satisfy said Order of Sale.

Dated at Olathe, Kansas, this 21st day of April, 1982.
(s)Fred Allenbrand
Sheriff of Johnson County, Kansas
WAGNER, LEEK & MULLINS
(s)By William J. Mullins, Jr.
4101 West 54th Terrace
Shawnee Mission, Kansas 66205
(913) 236-5292
Attorneys for Plaintiff
(4953 3F)

...any other Federal, State, County or Municipal law enforcement agency".

B. Sub-section 2 shall be amended as follows: "It shall be unlawful for any firm, person, or corporation that engages in business for hire which provides private protection, or any firm, person, or corporation to display on any motor vehicle any insignia, or markings, which are similar to, or designed to give the impression that they are in any way connected with the Lenexa Police Department, or any other Federal, State, County or Municipal law enforcement agency.

Sec. 2 C. It shall be unlawful for any firm, person, or corporation, engaged in the business for hire which provides protective services, or for any firm, person, or corporation to display on a motor vehicle or to operate a motor vehicle with any insignia or markings which bear the words Police, unless such firm, person, or corporation is a commissioned Federal, State, County or Municipal law enforcement officer or employee thereof.

Sec. 3 Repeal:
Existing Ordinance No. 2515, Standard Public Offense Code for the City of Lenexa, Kansas, Sec. 6.17-6 (1) and (2), and which states as follows:

6.17-6. (1) It shall be unlawful for any firm, person, or corporation that engages in a business for hire which provides protective services, to use, operate, or display any motor vehicle which is painted in such a manner as to resemble police vehicles operated by the Lenexa Police Department, Johnson County Sheriff's Department or the Kansas Highway Patrol.

6.17-6 (2) It shall also be unlawful for any firm, corporation or individual to display on motor vehicles used in the business of private protection, any insignias, or markings which are similar to, or designed to give the impression that he is in any way connected with the Lenexa Police Department, Johnson County Sheriff's Department or Kansas Highway Patrol.

ARE HEREBY REPEALED.

Sec. 4 Effective Date.
This ordinance shall take effect and be in force on or after publication as required by law.

PASSED by the Governing Body this 15th day of April, 1982.
(s)Gunnard Nelson, Mayor
ATTEST:
(s)Sandra Howell,
City Clerk
APPROVED AS TO FORM:
(s)Michael R. Lawless,
Assistant City Attorney
(4955 1F)

First Published in The Johnson County Sun, Friday, April 23, 1982.
IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT

First Published In The Johnson County Sun, Friday, April 23, 1982.
IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT DEPARTMENT
Case No. 107206
Court No. 13

FRANKLIN SAVINGS ASSOCIATION, Successor by merger to General Savings Association, Plaintiff,
vs.
THE SECURITY INDUSTRIAL BANK, THE MORRIS PLAN COMPANY, Defendants-Cross Claimants,
ARTHUR R. RICE and DIANA C. RICE, Husband and Wife, Defendants.

NOTICE OF SHERIFF'S SALE

Notice is hereby given that by virtue of an Order of Sale under Special Execution, issued out of the District Court of the 10th Judicial District, sitting in and for Johnson County, Kansas, in the above entitled action, wherein the parties above named were respectively cross-claimants and defendants, and directed to me the undersigned, Sheriff of Johnson County, Kansas, I will on the 19th day of May, 1982, at 10:00 A.M. offer for sale at public auction at the Front Door of the Johnson County Courthouse, in the City of Olathe, Kansas, and sell to the highest and best bidder for cash in hand, all the right, title and interest of the defendants, Arthur R. Rice and Diana C. Rice, in and to the following described real property, situated in Johnson County, Kansas, to wit:

Lot 23, Block 5, SHANNON VALLEY ESTATES, a subdivision in the City of Overland Park, Johnson County, Kansas.

together with all fixtures, appurtenances, etc., thereunto pertaining; said real property is levied upon as the property of the defendants, Arthur R. Rice and Diana C. Rice, and will be sold without appraisement to satisfy said order of sale.

Dated this 19th day of April, 1982.
(s) FRED ALLENBRAND,
Sheriff of Johnson County, Kansas
Clarence R. Wietharn
8695 College Boulevard, Suite 101
Overland Park, Kansas 66210
(5048 3F)

First Published in The Johnson County Sun, Friday, April 23, 1982.
IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS, FAMILY COURT DEPARTMENT
PROBATE SECTION
IN THE MATTER OF THE ESTATE OF FREDERICK LAWRENCE NELSON, III, Deceased.
Case No. P-19811

NOTICE OF HEARING ON PETITION FOR FINAL SETTLEMENT

THE STATE OF KANSAS TO ALL PERSONS CONCERNED:

You are hereby notified that a petition has been filed in said court by Barbara Sue Nelson, administratrix of the Estate of Frederick Lawrence Nelson, III, deceased, praying for final settlement of said estate, determine and adjudicate who are the heirs of the decedent, that the real estate and other assets be assigned, approval of said administratrix's acts, allowance for attorney's fees and expenses, that the administration of the estate be closed and that said administratrix be discharged and she be released from further liability.

You are hereby required to file your written defenses thereto on or before the 17th day of May, 1982, at 2:00 o'clock p.m., in said court, in the City of Olathe, in Johnson County, Kansas, at which time and place said cause will be heard. Should you fail therein, judgment and decree will be entered in due course upon the petition.

(s)BARBARA SUE NELSON,
Petitioner
(s)THOMAS R. HILL
COUCH, STRAUSBAUGH & PIERCE
34 Corporate Woods, Suite 470
10950 Grandview
Overland Park, Kansas 66210-1581
(913)646-3400
Attorneys for Petitioner
(4952 3F)

First Published in The Johnson County Sun, Friday, April 23, 1982.
IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
FAMILY COURT DEPARTMENT
PROBATE SECTION
IN THE MATTER OF THE ESTATE OF HELEN M. ROSTOCIL, Deceased.
NO. P-18953

NOTICE OF HEARING ON PETITION FOR FINAL SETTLEMENT

THE STATE OF KANSAS TO ALL PERSONS CONCERNED:

You are hereby notified that a petition has been filed in said Court by Edward C. Rostocil, executor of the will of Helen M. Rostocil, deceased, praying for a final settlement of said estate, approval of his acts, proceedings and accounts as executor, allowance for executor's fees, attorney's fees and expenses; also praying that the Court determine the heirs, devisees and legatees entitled to the estate and the proportion or part thereof to which each is entitled and distribute and assign the same to them in accordance with the will of Helen M. Rostocil, deceased, and you are hereby required to file your written defenses thereto on or before the 17th day of May, 1982, at 1:30 o'clock p.m., at which time and place said cause will be heard. Should you fail therein, judgment and decree will be entered in due course upon said petition.

(s)EDWARD C. ROSTOCIL,
Petitioner.
(s)James G. Butler, Jr. of
WALLACE, SAUNDERS, AUSTIN, BROWN & ENOCHS, CHARTERED
10111 Santa Fe Drive
Overland Park, Kansas 66212
888-1000
ATTORNEYS FOR PETITIONER.
(4967 3F)

...stantially completed and is in the process of assessment proceedings; and,

WHEREAS, the City has heretofore issued South Loiret Streets and Storm Sewer Temporary Notes 1 and 2, Series B-1980 in the aggregate sum of $200,000.00 dated May 1, 1980, which Notes will mature on May 1, 1982, and the Governing Body desires to extend and renew said Temporary Notes for an additional one year period to complete the assessment proceedings and the sale of necessary improvement bonds.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LENEXA, KANSAS, AS FOLLOWS:

Section One: That the Mayor and City Clerk are hereby authorized to execute and attest respectively, and cause to be delivered upon registration in the office of the State Treasurer of the State of Kansas, to the United Missouri Bank of Kansas City, NA, South Loiret Streets, and Storm Sewer Renewal Temporary Notes, Series 1982, dated May 1, 1982, numbered 1 and 2 in the denominations of $100,000.00 aggregating the principal sum of $200,000.00, upon and subject to the terms set forth in the form of the Temporary Note attached hereto as Exhibit A and made a part hereof by reference, in exchange and upon receipt for cancellation of outstanding South Loiret Streets and Storm Sewer Temporary Notes 1 and 2, Series B-1980, in the same aggregate principal amounts as the renewal temporary notes authorized to be issued hereunder.

Section Two: The full faith, credit and resources of the City of Lenexa shall be and the same are hereby irrevocably pledged for the prompt payment of said temporary notes and the interest thereon when the improvement bonds authorized are issued and sold.

PASSED by the Governing Body this 15 day of April, 1982.
SIGNED by the Mayor this 15 day of April, 1982.
(s)Gunnard Nelson, Mayor
SEAL
ATTEST:
(s)Sandra Howell, City Clerk
APPROVED AS TO FORM:
(s)Gerald E. Williams,
Project Attorney
(2539 1F)

First Published in The Johnson County Sun, Wednesday, April 23, 1982.
RESOLUTION NO. 82-22
A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LENEXA, KANSAS AUTHORIZING THE EXTENSION AND RENEWAL OF SOUTH LOIRET STREETS AND STORM SEWER TEMPORARY NOTES NO. 1 AND 2, SERIES B-1980, IN THE AGGREGATE AMOUNT OF $200,000.00.

WHEREAS, the Governing Body has heretofore duly authorized the making of certain improvements to the South Loiret Streets and Storm Sewer Project within the city limits of Lenexa; Johnson County, Kansas, and has authorized the issuance of Temporary Notes to finance the construction of said South Loiret Streets and Storm Sewer project as it progressed, as provided in Resolutions No. 79-8, 80-4 and 80-5; and,

...District ...Johnson County, Kansas on [illegible] in the amount of $1,973.42, and you are hereby required to plead to said petition on or before the 29th day of June, 1982, in said Court in Olathe, Johnson County, Kansas. Should you fail therein judgment and decree will be entered in due course upon said petition.
MISSION LUMBER COMPANY
Plaintiff
BENNETT, LY[illegible] ZLER, WINN & [illegible]
5100 West 95th Str[illegible]
Prairie Village, Kansas 66208
642-7300
Attorneys for Plaintiff
(4961 3F)

First Published in The Johnson County Sun, Friday, April 23, 1982.

"NOTICE TO BIDDERS

Sealed bids for a six month contract to purchase and install STORM WINDOWS AND STORM DOORS at specific residences in Johnson County, Kansas will be received by the Purchasing Department, Room 204, Johnson County Courthouse, Olathe, Kansas 66061 no later than 2:00 p.m. on Thursday, May 6, 1982. At said time and place, each bid will be publicly opened by the County Purchasing Director.

Information, specifications, and bid forms may be obtained on request from the Purchasing Department, Room 204, Johnson County Courthouse, Olathe, KS 66061. Reference Bid Request No. 1234.

The successful bidder (contractor) shall be appropriately licensed and insured, and shall obtain any and all permits, and furnish monetary guarantee of Performance and Labor and Material in the amount of 100% of the awarded contract. The Board of County Commissioners reserves the right to reject any and all bids, waive technicalities, and make award as deemed to be in the best interest of Johnson County, Kansas.

The Board of County Commissioners
Johnson County, Kansas
(s)By: Robert W. Shaumeyer
Purchasing Director"
(4959 1F)

First Published In The Johnson County Sun, Friday, April 23, 1982.
CITY OF SHAWNEE
NOTICE OF PUBLIC HEARING
PUBLIC HEARING, MAY 17, 1982, 7:30 P.M. SHAWNEE CITY HALL, 11110 JOHNSON DRIVE, FILE NO.: SUP-6-82-4

Notice is hereby given that the Shawnee Planning Commission will hold a public hearing on a request for a special use permit to allow a Farmers Market for the seasonal sale of plants and nursery related items, in USE DISTRICT CBD, Central Business District, on the following described tract of property, to wit:

All that part of Southwest 1/4 of the Southeast 1/4 of Section 11, Township 12, Range 24, City of Shawnee, Johnson County, Kansas, more particularly described as follows:

Beginning at the NW corner of said SW 1/4 of the SE 1/4; thence South 290.4'; thence East 300'; thence North 290.4'; thence West 300' to beginning, except the West 33'

First Published in The Johnson County Sun, Friday, April 23, 1982.
IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT DEPARTMENT
COURT #1
MISSION LUMBER COMPANY, Plaintiff,
vs.
DEWEY HANSEN, et al, Defendants.
Case No. 97686

NOTICE OF SUIT

THE STATE OF KANSAS TO DEWEY HANSEN AND ALL OTHER PERSONS CONCERNED:

You are hereby notified that a petition has been filed in the District Court of Johnson County, Kansas by Mission Lumber Company praying for judgment against defendant Dewey Hansen and other defendants with respect to Mechanic's Lien #8448 filed

...thereof in public right-of-way. ...Said property is [illegible] 6113-15 Nieman Road. Request submitted by Matt P. Hirt, owner, 11616 W. 60th Place, Shawnee, Kansas.
(s) MAXINE V. FISCHER, CHAIRMAN
PLANNING COMMISSION
CITY OF SHAWNEE, KANSAS
(5051 1F)

First Published In The Johnson County Sun, Friday, April 23, 1982.
CITY OF SHAWNEE
NOTICE OF PUBLIC HEARING
PUBLIC HEARING, MAY 17, 1982, 7:30 P. M. SHAWNEE CITY HALL, 11110 JOHNSON DRIVE, FILE NO.: SUP-4-82-4

Notice is hereby given that the Shawnee Planning Commission will hold a public hearing on a request for a [illegible] the operation of a beauty shop in a residence located in USE DISTRICT R-1a, Single Family Residential (10,000 sq. ft. per lot) on property described as follows:

Lot 18, HALVIRA HEIGHTS, a subdivision of land in the City of Shawnee, Johnson County, Kansas.

Said property is located at 5713 Earnshaw.

Request submitted by Robert W. & Rhonda Rigdon, owners, 5713 Earnshaw, Shawnee, Kansas.
(s) MAXINE V. FISCHER, CHAIRMAN
PLANNING COMMISSION
CITY OF SHAWNEE, KANSAS
(5053 1F)

First Published In The Johnson County Sun, Friday, April 23, 1982.
CITY OF OVERLAND PARK, KANSAS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANTEE PERFORMANCE REPORT

The City of Overland Park, Kansas has submitted the Annual Community Development Block Grant Grantee Performance Report for review by the Department of Housing and Urban Development.

The report describes progress on each project and activity to be carried out under approved applications since the inception of the program in 1975, excluding projects or activities reported as completed in a previous report.

The report is on file in the Community Services Division, Overland Park Community Center, 6300 West Street and may be reviewed during office hours.
(4965 1F)

First Published In The Johnson County Sun, Friday, April 23, 1982.
CITY OF SHAWNEE
NOTICE OF PUBLIC HEARING
PUBLIC HEARING, MAY 17, 1982, 7:30 P.M. SHAWNEE CITY HALL, 11110 JOHNSON DRIVE, FILE NO. SUP-5-82-4

Notice is hereby given that the Shawnee Planning Commission will hold a public hearing on a request for a special use permit to allow an existing day care center located at 6303 Monrovia to be relocated to property in USE DISTRICT PO, Professional

...Said property is [illegible] W. 63rd [illegible] and is described as follows: All of Lot 2, RESURVEY OF NOLAND ACRES, a subdivision of land in the City of Shawnee, Johnson County, Kansas.

Request submitted by H. [illegible] Davis, 6116 Monrovia, Shawnee, Kansas, agent for owner, Howard Johnson, 12219 W. 63rd Street, Shawnee, Kansas.
(s) MAXINE V. FISCHER, CHAIRMAN
PLANNING COMMISSION
CITY OF SHAWNEE, KANSAS
[illegible]

First Published In The Johnson County Sun, Friday, April 23, 1982.
IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
FAMILY COURT
PROBATE SECTION
IN THE MATTER OF THE ESTATE OF MARVIN P. GARNER, DECEASED.
Case No. P-206...
Chapter 59

NOTICE TO CREDITORS

THE STATE OF KANSAS TO ALL PERSONS CONCERNED:

You are hereby notified that on April 20, 1982, a petition for probate of will and issuance of letters testamentary was filed in this Court by Marguerite A. Garner, heir, devisee and legatee, and named executor in the Last Will and Testament of Marvin P. Garner, deceased.

All creditors of the above named decedent are notified to exhibit their demands against the estate within six months from the date of first publication of this notice as provided by law, and if their demands are not thus exhibited, they shall be forever barred.

(s) MARGUERITE A. GARNER
Petitioner
BENNETT, LYTLE, WETZLER, WINN & MARTIN
5100 West 95th Street, Prairie Village, Kansas 66208
Attorneys for Petitioner
(496...)

First Published In The Johnson County Sun, Friday, April 23, 1982.
IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
PROBATE DIVISION
Case No. [illegible]
In the Matter of the Estate of MARTHA J. EARLE, Deceased.

NOTICE TO CREDITORS

TO ALL PERSONS CONCERNED:

You are hereby notified that on the 8th day of April, 1982, a Petition for Letters of Administration was filed in this Court by David Earle, heir and proposed administrator of the Estate of Martha J. Earle.

All creditors of the above named decedent are notified to exhibit their demands against this estate within six months from the date of the first publication of this notice as provided by law, and if their demands are not thus exhibited, they shall forever after be barred.

(s) DAVID EARLE,
Petitioner
Prepared and Approved by:
[illegible]
Attorney for the [illegible]
Petitioner
[illegible]

Look to the Sun

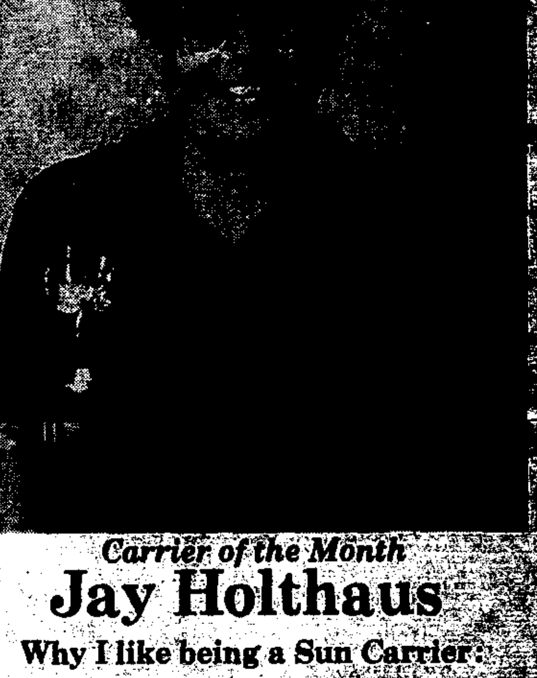
We're proud to present our Carrier of the Month!

As a route carrier for the Sun Newspapers, Jay Holthaus operates, promotes and manages his own business. He's a self-starter who does what it takes to do the job better delivering the Sun to your home. Jay's route covers 67th to 71st St., Santa Fe Dr. to Metcalf.

Dependable, diligent and energetic, Jay Holthaus exemplifies the qualities we look for in all our carriers. And it is with great pride and pleasure that we salute this outstanding young man whose professionalism we respect and admire as representative of the 700 other exceptional young people who deliver the Sun to all of northeast Johnson County.

Jay is a fifth grader at Queen of the Holy Rosary School, and his favorite subject is social studies. Jay keeps fit with hobbies of baseball, football, track and basketball.

We appreciate your support of our carriers. Our current carrier incentive program offers a chance for 40 carriers to win great trips to Six Flags and other exciting recreation spots in Mid-America.



Carrier of the Month
Jay Holthaus
Why I like being a Sun Carrier:
"The money is great being a Sun Carrier, of course, it only comes after lots of hard work."

If you're 10-15 years of age and would like to join the ranks of the Sun carriers, call 381-1040, or mail our coupon today.

Circulation Department
381-1040
THE SUN NEWSPAPERS

COUPON COUPON COUPON COUPON
SUN CARRIER APPLICATION
NAME ____
ADDRESS ____
CITY ____ ZIP ____
PHONE ____ AGE ____
DATE ____
MAIL TO: Sun Circulation Dept.
I-435 & Metcalf
Overland Park, Ks. 66212

Repealed by Ord. #839
CODE OF 1984
Effective 12/21/84

ORDINANCE NO. 737

AN ORDINANCE DESIGNATING 119TH STREET BETWEEN MISSION ROAD AND ROE AVENUE AS A MAIN TRAFFICWAY.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

13-604. Section 1. That 119th Street between Mission Road and Roe Avenue within the City of Leawood, Johnson County, Kansas, is hereby designated and established as a main trafficway pursuant to K.S.A. 12-685 and all acts amendatory thereto.

TAKE EFFECT. Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 4/5/82 Second Reading: 4/5/82

Passed by the Governing Body this 5th day of April, 1982, this matter having been deemed an emergency matter pursuant to the ordinances of the City of Leawood.

Approved by the Mayor this 5th day of April, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Barbara A. Ellis, being first Duly sworn, Deposes and say: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days) the first publication thereof being made as aforesaid on the 9th day of, April 19 82, with subsequent publications being made on the following dates:

_____, 19__ _____, 19__

_____, 19__ _____, 19__

Barbara A. Ellis

Subscribe and sworn to before me this 9th day of April 19 82

Pearlie A. Peterson
NOTARY PUBLIC

My commission expires: _____
Printer's Fee $ 9.79
Additional copies $ _____

STATE NOTARY PUBLIC KANSAS
PEARLIE A. PETERSON
JOHNSON COUNTY, KANSAS
My Appt. Exp. Jan. 25, 1984

First Published in The Johnson County Sun, Friday, April 9, 1982.

ORDINANCE NO. 737

AN ORDINANCE DESIGNATING 119TH STREET BETWEEN MISSION ROAD AND ROE AVENUE AS A MAIN TRAFFICWAY.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

13-604. Section 1. That 119th Street between Mission Road and Roe Avenue within the City of Leawood, Johnson County, Kansas, is hereby designated and established as a main trafficway pursuant to K.S.A. 12-685 and all acts amendatory thereto.

TAKE EFFECT. Section 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 4/5/82 Second Reading: 4/5/82

Passed by the Governing Body this 5th day of April, 1982, this matter having been deemed an emergency matter pursuant to the ordinances of the City of Leawood.

Approved by the Mayor this 5th day of April, 1982.

(SEAL)

(s)Kent E. Crippin Mayor

Attest:

(s)J. Oberlander

City Clerk

APPROVED FOR FORM AND CONTENT: (s)Larry Winn III, City Attorney

(4938 1F)

ORDINANCE NO. 736

Repealed by Ord. #839
CODE OF 1984
Effective 12/21/84

AN ORDINANCE RELATING TO PARK REGULATIONS, AND REPEAL OF SECTIONS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTIONS. Section 1. Sections 11-201, 11-202, 11-203, 11-205, 11-206, 11-207, 11-209, 11-211, and 11-212 of the Revised Ordinances, as adopted by Ordinance No. 434G; Section 11-204 of the Revised Ordinances, as adopted by Ordinance No. 604; and Sections 11-204.1, 11-204.2, 11-208, 11-210, 11-210.1, 11-210.2, and 11-210.3 of the Revised Ordinances, as adopted by Ordinance No. 516, are hereby repealed and the following enacted in lieu thereof:

11-201. PARK HOURS. Section 2. All parks shall be closed between the hours of eleven o'clock (11:00) p.m. and six o'clock (6:00) a.m. during the period from April to October during which central daylight saving time shall be in force in the City; and between the hours of nine o'clock (9:00) p.m. and seven o'clock (7:00) a.m. during the balance of the year: Provided, That any or all parks may be closed temporarily, or opening hours extended temporarily, in case of emergency, adverse weather, or unusual circumstances, as determined by the Recreation Commission, or its designee.

11-202. Section 3. It shall be unlawful for any person to be in any City park during the hours in which it is closed.

11-203. PROHIBITION OF USE BY OTHERS. Section 4. The Recreation Commission is empowered to allow reservation of park facilities. It shall be unlawful for any person or persons to occupy, use or attempt to control the occupation or use of any park facilities or portion thereof after being notified that a written reservation for exclusive use of the same has been issued by the Recreation Commission's designee during the period of time set forth in said reservation, and no person or persons shall continue to use or attempt to use any such park facility after said written reservation has been issued for said purpose and time. Any person failing to vacate such park facility promptly after being informed of such reservation shall be subject to arrest for violation thereof. The foregoing is not intended to prohibit the free and unrestricted use of the park facilities by persons without written reservation as long as no such reservation has been issued by the Recreation Commission's designee.

11-204. PROHIBITION OF TRUCKS. Section 5. Trucks over one and one-half (1 1/2) tons are hereby prohibited, except for maintenance and delivery vehicles, unless permission therefor has been granted in writing by the Governing Body's designee.

11-205. PROHIBITED VEHICLES. Section 6. Go-carts, racing-type motorbikes or motorcycles and other similar vehicles not licensed for public roadway driving shall be prohibited within the City parks. Non-motorized bicycles shall be permitted upon the roads in the City parks, providing that said bicycles are operated only in those areas designated for motor vehicle traffic except when being walked to or from an authorized bicycle parking area or upon a designated bike trail.

11-206. CAMPING PROHIBITED. Section 7. Overnight camping is hereby prohibited in City parks.

11-207. BRIDLE PATH. Section 8. Horseback riding shall be permitted only in areas designated by signs therefor.

11-208. HUNTING. Section 9. No person shall pursue, catch, trap, maim, kill, shoot or take any wildlife, either bird or animal, in any manner at any time.

11-209. FIRES. Section 10. Fires may be built only in the ovens, stoves, or grills provided for that purpose by the City, and must be extinguished by the person, persons or parties starting such fires, immediately after use thereof.

11-210. SANITATION. Section 11. All waste material, paper, trash, rubbish, tin cans, bottles, containers, garbage and refuse of any kind whatsoever, shall be deposited in disposal drums provided for such purposes. No such waste or contaminating material shall be discarded otherwise. No sticks, stones, trash or other objects shall be thrown or discarded in or on any park lands, fountains, pools, drinking fountains, sanitary facilities, or other improvements.

Section 12.
11-211. PROHIBITION AGAINST ALCOHOLIC BEVERAGES AND BEER./ It shall be unlawful for any person or persons to use, consume or have on the premises of any park or other City property within the City of Leawood, Kansas, any alcoholic beverage, alcoholic liquor, cereal malt beverage or beer.

11-212. PARKING. Section 13.

a. Parking off the improved hard surface of the roadway is prohibited unless specifically directed by a law enforcement officer.
b. The Chief of Police of the City of Leawood is authorized by the Governing Body to post "No Parking" signs within the City parks. Parking in a posted "No Parking" area shall be deemed to be a violation of this section, punishable as set out herein.
c. Overnight parking is prohibited except for vehicles which are disabled.

11-213. Section 14. Driving of any motorized or non-motorized vehicles off any hard surface improved roadway is prohibited except authorized maintenance vehicles.

11-214. Section 15. PRESERVATION OF NATURAL STATE. No person shall take,

injure, or disturb any live or dead tree, plant, shrub, or flower, or otherwise interfere with the natural state of City parks.

11-215. Section 16. Swimming is prohibited in City parks except in pools constructed for that purpose.

11-216. Section 17. The Park Foreman of the Public Works Department shall have the authority to close any playing field for maintenance or for damage prevention. Closed fields shall be conspiciously posted, and any use of a closed field is prohibited.

11-217. GENERAL REGULATIONS. Section 18. The Governing Body may authorize the Recreation Commission to post such rules and regulations approved by the Governing Body pertaining to the use of the City parks in a conspicuous place in each City park. Violations of these posted rules shall also constitute a violation under the penalty provisions of this article.

11-218. PENALTY. Section 19. Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than one hundred dollars ($100) for each such offense. Each and every day that such violation continues shall constitute a separate offense.

11-219. SEPARABILITY. Section 20. If any part or parts of this ordinance shall be held to be invalid, such invalidity shall not affect the validity of the remaining parts of this ordinance. The Governing Body hereby declares that it would have passed the remaining parts of this ordinance if it had known that such part or parts thereof would be declared invalid.

TAKE EFFECT. Section 21. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 3/15/82 Second Reading: 3/15/82

Passed by the Governing Body this 15th day of March, 1982, the Council having deemed this to be an emergency matter.

Approved by the Mayor this 17th day of March, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: _____, City Attorney
Larry Winn III

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Carole J. Burhans, being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive Day (weeks, days), the first publication thereof being made as aforesaid on the 19th day of March, 19 82, with subsequent publications being made on the following dates:

_____, 19 ___ _____, 19 ___

_____, 19 ___ _____, 19 ___

_____, 19 ___ _____, 19 ___

Carole J. Burhans

Subscribe and sworn to before me this 19th day of March 19 82.

Pearlie A. Peterson
NOTARY PUBLIC

My commission expires:
Printer's fee $ 58.53
Additional copies $

STATE NOTARY PUBLIC KANSAS
PEARLIE A. PETERSON
JOHNSON COUNTY, KANSAS
My Appt. Exp. Jan. 25, 1984

First Published in The Johnson County Sun, Friday, March 19, 1982.

ORDINANCE NO. 736

AN ORDINANCE RELATING TO PARK REGULATIONS, AND REPEAL OF SECTIONS.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

REPEAL OF SECTIONS. Section 1. Sections 11-201, 11-202, 11-203, 11-205, 11-206, 11-207, 11-209, 11-211, and 11-212 of the Revised Ordinances, as adopted by Ordinance No. 434G; Section 11-204 of the Revised Ordinances, as adopted by Ordinance No. 604; and Sections 11-204.1, 11-204.2, 11-208, 11-210, 11-210.1, 11-210.2, and 11-210.3 of the Revised Ordinances, as adopted by Ordinance No. 516, are hereby repealed and the following enacted in lieu thereof:

11-201. PARK HOURS. Section 2. All parks shall be closed between the hours of eleven o'clock (11:00) p.m. and six o'clock (6:00) a.m. during the period from April to October during which central daylight saving time shall be in force in the City; and between the hours of nine o'clock (9:00) p.m. and seven o'clock (7:00) a.m. during the balance of the year: Provided, That any or all parks may be closed temporarily, or opening hours extendended temporarily, in case of emergency, adverse weather, or unusual circumstances, as determined by the Recreation Commission, or its designee.

11-202. Section 3. It shall be unlawful for any person to be in any City park during the hours in which it is closed.

11-203. PROHIBITION OF USE BY OTHERS. Section 4. The Recreation Commission is empowered to allow reservation of park facilities. It shall be unlawful for any person or persons to occupy, use or attempt to control the occupation or use of any park facilities or portion thereof after being notified that a written reservation for exclusive use of the same has been issued by the Recreation Commission's designee during the period of time set forth in said reservation, and no person or persons shall continue to use or attempt to use any such park facility after said written reservation has been issued for said purpose and time. Any person failing to vacate such park facility promptly after being informed of such reservation shall be subject to arrest for violation thereof. The foregoing is not intended to prohibit the free and unrestricted use of the park facilities by persons without written reservation as long as no such reservation has been issued by the Recreation Commission's designee.

11-204. PROHIBITION OF TRUCKS. Section 5. Trucks over one and one-half (1½) tons are hereby prohibited, except for maintenance and delivery vehicles, unless permission therefor has been granted in writing by the Governing Body's designee.

11-205. PROHIBITED VEHICLES. Section 6. Go-carts, racing-type motorbikes or motorcycles and other similar vehicles not licensed for public roadway driving shall be prohibited within the City parks. Non-motorized bicycles shall be permitted upon the roads in the City parks, providing that said bicycles are operated only in those areas designated for motor vehicle traffic except when being walked to or from an authorized bicycle parking area or upon a designated bike trail.

11-206. CAMPING PROHIBITED. Section 7. Overnight camping is hereby prohibited in City parks.

11-207. BRIDLE PATH. Section 8. Horseback riding shall be permitted only in areas designated by signs therefor.

11-208. HUNTING. Section 9. No person shall pursue, catch, trap, maim, kill, shoot or take any wildlife, either bird or animal, in any manner at any time.

11-209. FIRES. Section 10. Fires may be built only in the ovens, stoves, or grills provided for that purpose by the City, and must be extinguished by the person, persons or parties starting such fires, immediately after use thereof.

11-210. SANITATION. Section 11. All waste material, paper, trash, rubbish, tin cans, bottles, containers, garbage and refuse of any kind whatsoever, shall be deposited in disposal drums provided for such purposes. No such waste or contaminating material shall be discarded otherwise. No sticks, stones, trash or other objects shall be thrown or discarded in or on any park lands, fountains, pools, drinking fountains, sanitary facilities, or other improvements.

11-211. PROHIBITION AGAINST ALCOHOLIC BEVERAGES AND BEER. Section 12. It shall be unlawful for any person or persons to use, consume or have on the premises of any park or other City property within the City of Leawood, Kansas, any alcoholic beverage, alcoholic liquor, cereal malt beverage or beer.

11-212. PARKING. Section 13.

a. Parking off the improved hard surface of the roadway is prohibited unless specifically directed by a law enforcement officer.

b. The Chief of Police of the City of Leawood is authorized by the Governing Body to post "No Parking" signs within the City parks. Parking in a posted "No Parking" area shall be deemed to be a violation of this section, punishable as set out herein.

c. Overnight parking is prohibited except for vehicles which are disabled.

11-213. Section 14. Driving of any motorized or non-motorized vehicles off any hard surface improved roadway is prohibited except authorized maintenance vehicles.

11-214. Section 15. PRESERVATION OF NATURAL STATE. No person shall take, injure, or disturb any live or dead tree, plant, shrub, or flower, or otherwise interfere with the natural state of city parks.

11-215. Section 16. Swimming is prohibited in City parks except in pools constructed for that purpose.

11-216. Section 17. The Park Foreman of the Public Works Department shall have the authority to close any playing field for maintenance or for damage prevention. Closed fields shall be conspicuously posted, and any use of a closed field is prohibited.

11-217. GENERAL REGULATIONS. Section 18. The Governing Body may authorize the Recreation Commission to post such rules and regulations approved by the Governing Body pertaining to the use of the City parks in a conspicuous place in each City park. Violations of these posted rules shall also constitute a violation under the penalty provisions of this article.

11-218. PENALTY. Section 19. Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than one hundred dollars ($100) for each such offense. Each and every day that such violation continues shall constitute a separate offense.

11-219. SEPARABILITY. Section 20. If any part or parts of this ordinance shall be held to be invalid, such invalidity shall not affect the validity of the remaining parts of this ordinance. The Governing Body hereby declares that it would have passed the remaining parts of this ordinance if it had known that such part or parts thereof would be declared invalid.

TAKE EFFECT. Section 21. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 3/15/82 Second Reading: 3/15/82

Passed by the Governing Body this 15th day of March, 1982, the Council having deemed this to be an emergency matter.

Approved by the Mayor this 17th day of March, 1982.

(s) Kent E. Crippin,
Mayor

(SEAL)

Attest:
(s) J. Oberlander,
City Clief

APPROVED FOR FORM AND CONTENT:
(s) Larry Winn III,
City Attorney

(2045 1F)

ORDINANCE NO. 735

AN ORDINANCE ACCEPTING TWO (2) PERMANENT SANITARY SEWER EASEMENTS REQUIRED FOR THE RENOVATION OF THE LEAWOOD SEWER SYSTEM.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-6,102. Section 1. The City of Leawood as the Governing Body of the Leawood Sanitary Sewer System does hereby accept Permanent Sanitary Sewer Easements required for the renovation of the Leawood Sewer System from William C. and Elizabeth G. Parks (Lot 787 LEAWOOD subdivision) and James B. and Mary Ann Hansen (Lot 943 LEAWOOD subdivision).

19-6,103. Section 2. Copies of said Easements are attached hereto and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 3/1/82 Second Reading: 3/15/82

Passed by the Governing Body this 15th day of March, 1982.

Approved by the Mayor this 17th day of March, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

JV

1355554 ✓ NO

PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, made and entered into this 26 day of January 1982

between James B. and Mary Ann Hansen
owners of property herein described, hereinafter known as (Party) (Parties) of the First Part, and the CITY OF LEAWOOD, KANSAS, a municipal corporation organized and existing pursuant to the laws of the State of Kansas, hereinafter known as Party of the Second Part:

WITNESSETH:

In consideration of the sum of TEN AND NO/100 ($10.00)----------

DOLLARS, receipt of which is hereby acknowledged, the undersigned (Party) (Parties) of the First Part (do) (does) hereby convey(s) and release(s) to the Party of the Second Part a permanent construction easement hereinafter more particularly designated and described, to wit:

Lot 943 LEAWOOD, a subdivision in the City of Leawood

A strip of land fifteen (15) feet wide extending seven (7) feet six (6) inches on either side of the centerline. Beginning at the southwest corner of the lot proceeding nineteen (19) feet, more or less, northeast to the point of beginning of the centerline thence north sixteen (16) feet, more or less, thence eighteen (18) feet, more or less, north northwesterly to the west property line and beginning at the west property line fifty-one (51) feet, more or less, south of the northwest corner of the lot thence forty-four (44) feet, more or less, north northeasterly thence thirteen (13) feet, more or less, northerly to the north property line at a point twelve (12) feet more or less east northeasterly from the northwest corner of the lot, as indicated on the as-built plans of sanitary sewer improvements of Dykes Branch, North Main A, on file with the City of Leawood,

for the sole use of said party of the second part as and for sanitary sewer purposes within said City; when same shall cease to be used for said purposes to revert to the grantors, their successors, assigns or grantees.

It is hereby mutually understood and agreed that said first party hereby waives any claim for damages against the City of Leawood for damages of any and every kind occasioned by the location of said sanitary sewers. This does not include acts of the City during period of construction, repair or maintenance of the sanitary sewer.

IN WITNESS WHEREOF, said party of the first part has hereunto set his hand and seal the day and year first above written.

X James B Hansen
James B. Hansen
X Mary Ann Hansen
Mary Ann Hansen

STATE OF KANSAS, JOHNSON COUNTY, SS:

BE IT REMEMBERED that on this 26th day of January, 19 82, before me, a notary public in and for said county and state came James B. Hansen X Mary Ann Hansen to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1982 FEB 18 PM 3 06 .2

5.00

RUBIE M. SCOTT
REGISTER OF DEEDS
BY_____DEP.

Gladys Bobbitt
Notary Public
Gladys Bobbitt

5.00

My Commission Expires:
February 10, 1985

VOL 1740 PAGE 538

1355553

NO _____

PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, made and entered into this 15th day of January 19,82

between William C. and Elizabeth G. Parks owners of property herein described, hereinafter known as (Party) (Parties) of the First Part, and the CITY OF LEAWOOD, KANSAS, a municipal corporation organized and existing pursuant to the laws of the State of Kansas, hereinafter known as Party of the Second Part:

WITNESSETH:

In consideration of the sum of Ten and no/100 --

$10.00 DOLLARS, receipt of which is hereby acknowledged, the undersigned (Party) (Parties) of the First Part (do) (does) hereby convey(s) and release(s) to the Party of the Second Part a permanent construction easement hereinafter more particularly designated and described, to wit:

Lot 787 LEAWOOD, a subdivision in the City of Leawood

A fifteen (15) foot strip of land extending seven (7) feet six (6) inches on either side of the centerline. Beginning at the northeast corner of lot and proceeding in a southerly direction along the east property line a distance of thirty-six (36) feet, more or less, to the point of beginning of the centerline, thence in a northwesterly direction a distance of one hundred sixty-nine (169) feet more or less, thence in a west northwesterly direction a distance of thirty-six (36) feet, more or less, to the west property line at a point sixteen (16) feet, more or less, south of the northwest corner of lot, as indicated on the as-built plans of sanitary sewer improvements of Dykes Branch, North Main F, on file with the City of Leawood,

for the sole use of said party of the second part as and for sanitary sewer purposes within said City; when same shall cease to be used for said purposes to revert to the grantors, their successors, assigns or grantees.

It is hereby mutually understood and agreed that said first party hereby waives any claim for damages against the City of Leawood for damages of any and every kind occasioned by the location of said sanitary sewers. This does not include acts of the City during period of construction, repair or maintenance of the sanitary sewer. All sod removed or damaged by the installation of said line, or by making future repairs shall be replaced by the grantee.

IN WITNESS WHEREOF, said party of the first part has hereunto set his hand and seal the day and year first above written.

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

1982 FEB 18 PM 3 05 .9

5.00

RUBIE M. SCOTT
REGISTER OF DEEDS
BY _____ DEP.

William C. Parks
William C. Parks

Elizabeth G. Parks
Elizabeth G. Parks

STATE OF ~~KANSAS~~ MISSOURI, ~~JOHNSON~~ JACKSON COUNTY, SS:

BE IT REMEMBERED that on this 23d day of January, 1982, before me, a notary public in and for said county and state came William C and Elizabeth G. Parks to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

TOM J. HELMS
NOTARY PUBLIC STATE OF MISSOURI
JACKSON CO.
MY COMMISSION EXPIRES APRIL 16 1985

Tom J. Helms
Notary Public
Tom J. Helms

5.00

My Commission Expires:

4-16-85

VOL 1740 PAGE 537

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Carole J. Burhans, being first Duly sworn, Deposes and says: That she is legal publications manager of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive Day (weeks, days), the first publication thereof being made as aforesaid on the 19th day of March, 19 82, with subsequent publications being made on the following dates:

_____, 19 ___ _____, 19 ___

_____, 19 ___ _____, 19 ___

_____, 19 ___ _____, 19 ___

Carole J. Burhans

Subscribe and sworn to before me this 19th day of March 19 82.

Pearlie A. Peterson
NOTARY PUBLIC

My commission expires:
Printer's fee $ 11.26
Additional copies $

STATE NOTARY PUBLIC KANSAS
PEARLIE A. PETERSON
JOHNSON COUNTY, KANSAS
My Appt. Exp. Jan. 25, 1984

First Published In The Johnson County Sun, Friday, March 19, 1982.

ORDINANCE NO. 735

AN ORDINANCE ACCEPTING TWO (2) PERMANENT SANITARY SEWER EASEMENTS REQUIRED FOR THE RENOVATION OF THE LEAWOOD SEWER SYSTEM.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

19-6,102. Section 1. The City of Leawood as the Governing Body of the Leawood Sanitary Sewer System does hereby accept Permanent Sanitary Sewer Easements required for the renovation of the Leawood Sewer System from William C. and Elizabeth G. Parks (Lot 787 LEAWOOD subdivision) and James B. and Mary Ann Hansen (Lot 943 LEAWOOD subdivision).

19-6,103. Section 2. Copies of said Easements are attached hereto and thereby incorporated by reference.

TAKE EFFECT. Section 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 3/1/82 Second Reading: 3/15/82

Passed by the Governing Body this 15th day of March, 1982.

Approved by the Mayor this 17th day of March, 1982.

(s) Kent E. Crippin,
Mayor

(SEAL)

Attest:
(s) J. Oberlander,
City Clerk

APPROVED FOR FORM AND CONTENT:
(s) Larry Winn III,
City Attorney

(2044 1F)

Repealed by Ord. #839
CODE OF 1984
Effective 12/21/84

ORDINANCE NO. 734

AN ORDINANCE ADOPTING BASIC FIRE CONTROL MEASURES AND REGULATIONS GOVERNING CONDITIONS WHICH COULD IMPEDE OR INTERFERE WITH FIRE SUPPRESSION OR OTHER EMERGENCY OPERATIONS AND FIRE DEPARTMENT EQUIPMENT; AND INCORPORATING BY REFERENCE APPENDIX C OF THE BOCA BASIC FIRE PREVENTION CODE AS PUBLISHED BY THE BUILDING OFFICIALS AND CODE ADMINISTRATORS INTERNATIONAL, INC., MAKING CHANGES, ADDITIONS AND DELETIONS THERETO AND THEREFROM, AS AUTHORIZED BY K.S.A. 12-3009 THROUGH AND INCLUDING K.S.A. 12-3012 AND AMENDMENTS THERETO.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

7-301. ADOPTION OF APPENDIX C OF THE 1981 BOCA BASIC FIRE PREVENTION CODE, FIRE CONTROL MEASURES AND REGULATIONS. Section 1. The City of Leawood, Kansas does hereby incorporate by reference under K.S.A. 12-3009 through 12-3012 Appendix C of the 1981 BOCA Basic Fire Prevention Code, for the purposes of controlling conditions which could impede or interfere with fire suppression forces. Each and all of the regulations, provisions, penalties, conditions and terms of said Appendix are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Sections 7-302 through 7-304 of this ordinance. Three copies of this document shall be on file in the Office of the City Clerk of Leawood, Kansas.

7-302. Section 2. Appendix C, section 6, Definition of Authorized Emergency Vehicle, is changed to read as follows: Authorized emergency vehicles shall be restricted to those which are defined and authorized under the laws of the State of Kansas.

7-303. Section 3. Appendix C, section 8, Vehicles Following Fire Apparatus, is changed to read as follows: It shall be unlawful for the operator of any vehicle, other than one on official business, to follow closer than 500 feet from any fire apparatus traveling in response to an emergency call, or to drive any vehicle within the block or immediate area where fire apparatus has stopped in answer to an emergency call.

7-304. Section 4. Appendix C, section 11, subsection e, is changed to read as follows: The exemptions hereby granted to an emergency vehicle shall apply only when the driver of any such vehicle, while in motion, sounds a siren, bell, or whistle, audible from a distance of not less than five hundred (500) feet under normal conditions and a visual signal capable of being seen at five hundred (500) feet under normal conditions. The visual and audible signals shall meet specifications found in Kansas State Statutes 8-1720 and 8-1738 respectively.

7-305. VALIDITY OF ORDINANCE. Section 5. Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason the remainder of this ordinance shall not be thereby affected.

TAKE EFFECT. Section 6. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

ORDINANCE NO. 734
re Adoption of Appendix C of the BOCA Basic Fire Prevention Code/1981

First Reading: 2/1/82 Second Reading: 3/1/82

Passed by the Governing Body this 1st day of March, 1982.

Approved by the Mayor this 3rd day of March, 1982.

(S E A L)

Kent E. Crippin Mayor

Attest:

J. Oberlander City Clerk

APPROVED FOR FORM AND CONTENT: Larry Winn III, City Attorney

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, JOHNSON COUNTY, ss: Kennetha E. Kuttler, being first Duly sworn, Deposes and says: That she is Director of Legal Publications of THE JOHNSON COUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and published in and of general circulation in JOHNSON County, Kansas, with a general paid circulation on a yearly basis in JOHNSON, County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a semi-weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office SHAWNEE MISSION, KANSAS in said County as a second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive day (weeks, days), the first publication thereof being made as aforesaid on the 10th day of March, 19 82, with subsequent publication being made on the following dates:

_____, 19___ _____, 19___

_____, 19___ _____, 19___

_____, 19___ _____, 19___

Kennetha E. Kuttler

Subscribe and sworn to before me this 10th day of March 19 82.

Marguerite E. Baker
NOTARY PUBLIC

My commission expires: 3-15-84
Printer's fee $29.96
Additional copies $

STATE NOTARY PUBLIC KANSAS
MARGUERITE E. BAKER
JOHNSON COUNTY, KANSAS
My Appointment Expires 3/15/84

First Published in the Johnson County Sun, Wednesday, March 10, 1982.

ORDINANCE NO. 734

AN ORDINANCE ADOPTING BASIC FIRE CONTROL MEASURES AND REGULATIONS GOVERNING CONDITIONS WHICH COULD IMPEDE OR INTERFERE WITH FIRE SUPPRESSION OR OTHER EMERGENCY OPERATIONS AND FIRE DEPARTMENT EQUIPMENT; AND INCORPORATING BY REFERENCE APPENDIX C OF THE BOCA BASIC FIRE PREVENTION CODE AS PUBLISHED BY THE BUILDING OFFICIALS AND CODE ADMINISTRATORS INTERNATIONAL, INC., MAKING CHANGES, ADDITIONS AND DELETIONS THERETO AND THEREFROM, AS AUTHORIZED BY K.S.A. 12-3009 THROUGH AND INCLUDING K.S.A. 12-3012 AND AMENDMENTS THERETO.

Be it ordained by the Governing Body of the City of Leawood, Kansas:

7-301. ADOPTION OF APPENDIX C OF THE 1981 BOCA BASIC FIRE PREVENTION CODE, FIRE CONTROL MEASURES AND REGULATIONS. Section 1. The City of Leawood, Kansas does hereby incorporate by reference under K.S.A. 12-3009 through 12-3012 Appendix C of the 1981 BOCA Basic Fire Prevention Code, for the purposes of controlling conditions which could impede or interfere with fire suppression forces. Each and all of the regulations, provisions, penalties, conditions and terms of said Appendix are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Sections 7-302 through 7-304 of this ordinance. Three copies of this document shall be on file in the Office of the City Clerk of Leawood, Kansas [illegible]

7-302. Section 2. Appendix C, section 6, Definition of Authorized Emergency Vehicle, is changed to read as follows: Authorized emergency vehicle [illegible] which are [illegible] authorized under the laws of the State of Kansas.

7-303. Section 3. Appendix C, section 8, Vehicles Following Fire Apparatus, is changed to read as follows: It shall be unlawful for the operator of any vehicle, other than one on official business, to follow closer than 500 feet from any fire apparatus traveling in response to an emergency call, or to drive any vehicle *within the block or immediate* area where fire apparatus has stopped in answer to an emergency call.

7-304. Section 4. Appendix C, section 11, subsection e, is changed to read as follows: The exemptions hereby granted to an emergency vehicle shall apply only when the driver of any such vehicle, while in motion, sounds a siren, bell, or whistle, audible from a distance of not less than five hundred (500) feet under normal conditions and a visual signal capable of being seen at five hundred (500) feet under normal conditions. The visual and audible signals shall meet specifications found in Kansas State Statues 8-1720 and 8-1738 respectively.

7-305. VALIDITY OF ORDINANCE. Section 5. Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be thereby affected.

TAKE EFFECT. Section 6. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

First Reading: 2/1/82 Second Reading: 3/1/82

Passed by the Governing Body this 1st day of March, 1982.

Approved by the Mayor this 3rd day of March, 1982.

[illegible]
Mayor
(SEAL)
Attest:
(s)J. Oberlander
[illegible]
AND CONTENT: (s)Larry Winn III, City Attorney

(1W)