



**Agenda**

**Finance, Governance and Public Safety Committee**

Chairperson Andrea Bough

Vice Chair Quinton Lucas

Councilmember Crispin Rea

Councilmember Darrell Curls

Councilmember Wes Rogers

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**Tuesday, May 12, 2026**

**10:30 AM**

**26th Floor, Council Chamber**

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**Meeting Link: <https://us02web.zoom.us/j/84530222968>**

**PUBLIC OBSERVANCE OF MEETINGS**

Members of the City Council may attend this meeting via videoconference.

Any closed session may be held via teleconference.

The public can observe this meeting at the links provided below.

Applicants and citizens wishing to participate have the option of attending each meeting or they may do so through the videoconference platform ZOOM, using this link:  
<https://us02web.zoom.us/j/84530222968>

**\*\*\*Public Testimony is Limited to 2 Minutes\*\*\***

**260431** Sponsor: Director of General Services Department

Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with Community Capital Fund, for the purpose of office space at the Robert J. Mohart Multipurpose Center, 3200 Wayne Avenue #105, 106, 107, 108, 109A, 109B, 110, 111, 112, 204, 204A, 205, 206 and 207 Kansas City, Missouri, 64109.

**Attachments:** [SIGNED CREO-02725 - Non-Discrimination & Equal Opportunity Review Document Upload Contract NA CCF CCF Lease 2026- draft AW 032426 aj](#)  
[Docket Memo CCF 032426](#)  
[Ordinance April2026CCF](#)  
[TMP-6723 Admin Apropr](#)  
[CCF presentation 2026](#)

**260443** Sponsor: City Manager's Office

Rezoning an area of about 23.5 acres generally located at 4710 Jefferson Street from District B4-5 to District MPD and approving a development plan to allow for maintenance and redevelopment of the Country Club Plaza.  
(CD-CPC-2025-00164)

**Attachments:** [88-20A-1523](#)  
[MPD DESIGN GUIDELINES\(106494830.10\) V1](#)  
[CCP MPD 01-28-26 \(108699669v1\) v1](#)  
[No Docket Memo 260443](#)

**260444** Sponsor: Councilmember Nathan Willett

Directing the City Manager to display commemorative 30 by 60 foot "America 250" Betsy Ross Flags from City Hall in honor of the 250th anniversary of the United States of America; reducing appropriations in the amount of \$15,000.000 from the General Fund (1000) ; appropriating \$15,000.00 from the Unappropriated Fund Balance of the General Fund for the purchase, installation, and maintenance of such flags; and recognizing this ordinance as having an accelerated effective date .

**Attachments:** [No Docket Memo 260444](#)

[260445](#) Sponsor: City Manager's Office

Vacating the sidewalk right-of-way in proposed District MPD generally located within the area known as the Country Club Plaza; and directing the City Clerk to record certain documents. (CD-ROW-2025-00037)

**Attachments:** [No Docket Memo 260445](#)

[260446](#) Sponsor: Mayor Quinton Lucas

RESOLUTION - Directing the City Auditor to perform an expedited audit of the City's contract(s) with the Greater Kansas City Coalition to End Homelessness to confirm that City funds have been used in accordance with contract terms and applicable requirements, and to report findings to the City Council within 45 days of adoption.

**Attachments:** [No Docket Memo 260446](#)

[260447](#) Sponsor: Mayor Quinton Lucas

Exempting the City of Kansas City from the provisions of Section 311.2026, RSMo, which temporarily extends hours of operation for liquor licensees during the 2026 FIFA World Cup Tournament.

**Attachments:** [No Docket Memo 260447](#)

[260448](#) Sponsor: Councilmember Melissa Robinson

Amending Chapter 2, Code of Ordinances, entitled "Administration" by repealing Section 2-1956 entitled "Quarterly budget reports" and enacting in lieu thereof a section of like number and subject matter for the purpose of analyzing the allocation of use tax revenues received in excess of budgeted amounts which may be used in alignment with corresponding sales taxes.

**Attachments:** [260448com](#)  
[No Docket Memo 260448](#)

[260449](#) Sponsor: Mayor Quinton Lucas

Authorizing the City Manager to execute a Betterment and Improvement Funding Agreement with the Port Authority of Kansas City for the purposes of reimbursing certain water utility infrastructure to be constructed on the City's behalf, accepting certain rights-of-way and easements, granting certain easements, conveying certain property, waiving certain fees and pedestrian requirements, and authorizing the execution, delivery and recording of such documents as are required to effectuate the foregoing, all in furtherance of road and bridge work for the Missouri River Terminal Project.

**Attachments:** [No Docket Memo 260449](#)

HELD IN COMMITTEE

[260065](#) Sponsor: Mayor Quinton Lucas  
COMMITTEE SUBSTITUTE

Directing the City Manager to assign costs incurred by the Board of Police Commissioners beyond the twenty-five (25) percent annual budget threshold in Mo. Rev. Stat. 84.730 to a new fund entitled "KCPD Overage Fund" and establishing said fund in the books and records of the City; directing the City Manager to negotiate with the Board of Police Commissioners a process for Council approval of costs related to Board of Police Commissioners established settlement agreements, including settlements with costs structured over future budget cycles; and directing the City Manager to include an appropriation of \$5,900,000.00 in the FY2026-2027 submitted budget from the KCPD Overage Fund for legal settlements and subjecting such payments to the council ordinance process.

Legal Review Committee recommends "Advance and Do Pass as a Committee Substitute."

Held on Docket 4.16.2026

**Attachments:** [Docket Memo Ord 260065 - BB edits](#)

**260373** Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to execute a five (5) year \$1,665,960.00 (plus additional charges) contract (EVP3858) with SumnerOnce Inc. to provide Multi-Functional Copiers/Printers/Scanners; authorizing the Manager of Procurement Services to amend and extend the contract; appropriating \$1,000 from the Information Technology (7160) unappropriated fund balance; and recognizing this ordinance as having an accelerated effective date.

**Attachments:** [Copiers- Docket Memo](#)  
[TMP-6722 Admin Apropr](#)

**260379** Sponsor: City Manager's Office

Reducing a revenue estimate and appropriation in the amount of \$4,166,667.00 within the General Obligation Series 2022A Question 1 Fund originally established for the Promise Place housing project; estimating and appropriating surplus TIF revenue in the amount of \$1,100,000.00 from the anticipated termination of the Blue Ridge Mall TIF Plan and providing for an additional appropriation from the Shared Success Fund for the Promise Place housing project; restating the City Manager's authorization to execute an agreement with the Promise Place, LLC for utilization of funds appropriated herein; modifying the timeline for substantial completion of the project; and recognizing this ordinance as having an accelerated effective date.

**Attachments:** [Docket Memo - Promise Place](#)  
[Promise Place Admin Approp](#)

## ADDITIONAL BUSINESS

1. There may be general discussion for current Finance Governance & Public Safety Committee issues.

2. Closed Session

- Pursuant to Section 610.021 subsection 1 of the Revised Statutes of Missouri to discuss legal matters, litigation, or privileged communications with attorneys;
- Pursuant to Section 610.021 subsection 2 of the Revised Statutes of Missouri to discuss real estate;
- Pursuant to Section 610.021 subsections 3 and 13 of the Revised Statutes of Missouri to discuss personnel matters;
- Pursuant to Section 610.021 subsection 9 of the Revised Statutes of Missouri to discuss employee labor negotiations;
- Pursuant to Section 610.021 subsection 11 of the Revised Statutes of Missouri to discuss specifications for competitive bidding;
- Pursuant to Section 610.021 subsection 12 of the Revised Statutes of Missouri to discuss sealed bids or proposals; or
- Pursuant to Section 610.021 subsection 17 of the Revised Statutes of Missouri to discuss confidential or privileged communications with auditors.

3. Those who wish to comment on proposed ordinances can email written testimony to [public.testimony@kcmo.org](mailto:public.testimony@kcmo.org).

Comments received will be distributed to the committee and added to the public record by the clerk.

The city provides several ways for residents to watch City Council meetings:

- Livestream on the city's website at [www.kcmo.gov](http://www.kcmo.gov)
- Livestream on the city's YouTube channel at <https://www.youtube.com/watch?v=3hOuBlg4fok>
- Watch Channel 2 on your cable system. The channel is available through Time Warner Cable (channel 2 or 98.2), AT&T U-verse (channel 99 then select Kansas City) and Google Fiber on Channel 142.
- To watch archived meetings, visit the City Clerk's website and look in the Video on Demand section: [http://kansascity.granicus.com/ViewPublisher.php?view\\_id=2](http://kansascity.granicus.com/ViewPublisher.php?view_id=2)

The City Clerk`s Office now has equipment for the hearing impaired for use with every meeting. To check out the equipment please see the secretary for each committee. Be prepared to leave your Driver`s License or State issued Identification Card with the secretary and she will give you the equipment. Upon returning the equipment your license will be returned.

Adjournment



**File #: 260431**

ORDINANCE NO. 260431

Sponsor: Director of General Services Department

Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with Community Capital Fund, for the purpose of office space at the Robert J. Mohart Multipurpose Center, 3200 Wayne Avenue #105, 106, 107, 108, 109A, 109B, 110, 111, 112, 204, 204A, 205, 206 and 207 Kansas City, Missouri, 64109.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the revenue in the following account of the General Fund, is hereby estimated in the following amount pursuant to the Community Capital Fund lease agreement:  
27-1000-071600-457500 City Property and Acquisition \$45,926.76

Section 2. That the Director of General Services Department is authorized to execute a lease agreement with Community Capital Fund for the purpose of the use of an office space. A copy of the lease agreement is on file in the General Services Department.  
..end

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

\_\_\_\_\_  
Brenton Siverly  
Director of Finance

Approved as to form:

\_\_\_\_\_  
Abigail Judah  
Associate City Attorney



\*CREO Document Submittal Project

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**CREO Document Submittal for Non e-Builder Projects: #2725**

Subject: Non-Discrimination & Equal Opportunity Review Document Upload |  
Contract NA | CCF  
Creator: Wise, Ashley  
Date Created: 03.25.2026 12:36PM  
Process Date Due:  
Open: Yes

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Accepted By:  
Current Step: CREO MM All Attachm  
Status: Approved  
Date Due:

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**Comments**

By: ,

**Civil Rights & Equal Opportunity Department  
Economic Equity & Inclusion  
Nondiscrimination & Equal Opportunity Review Form**

Date: 3/24/26

Form Prepared By: Ashley Wise

|                                   |   |
|-----------------------------------|---|
| Contract/Project Number: NA       | Project Name: CCF                         |
| Developer/Prime: NA               | Contact Information: ashley.wise@kcmo.org |
| Final Contract Value: \$45,926.76 | Project Manager: Ashley Wise              |

Funding:  City  State  Federal  CO-OP  Grant:  Other:

Project Requirements:  M/WBE  DBE  Section 3  N/A

Tax Incentive:  LCRA  TIF  PIEA  Ch. 100  Other:  N/A

Prevailing Wage:  Yes  No

Davis-Bacon:  Yes  No

Construction Employment Program:  Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.  
 No: Workforce hours are less than 800 and project cost is less than \$300,000.

| Contracts & Leases         | Nondiscrimination                                     |
|----------------------------|---|
| Ch. 3 Article IV: <u>x</u> | Ch. 38: <u>x</u>                                      |
| RSMo 213: <u>NA</u>        | Title VI: <u>NA</u>                                   |
| MWDBE: <u>NA</u>           | Prevailing Wage and Labor Standards: <u>NA</u>        |
| SLBE: <u>NA</u>            | RSMo 34 Anti-Discrimination Against Israel: <u>NA</u> |

Contract Type:

Construction  Design-Build  Design Professional  Professional Services

General Service  Concession  Other Goods & Services  Non-Municipal Agency

Co-Operative  Revenue Sharing  Facilities Maintenance/Repair/Renovation

Other: Lease agreement

Additional Information:  
 Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with Community Capital Fund.

**This document is submitted with all available facts. Intentionally falsifying this document or omitting pertinent facts is grounds for disciplinary action pursuant to KCMO Human Resources Rules & Policy Manual (eff. August 4, 2014).**

**FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:**

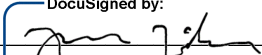
The Document is:

Approved  Disapproved

Changes Needed:

Federal Provisions Included:

Approved  Disapproved  Not Applicable

CREO Signature:  Date: 3/27/2026

Comments:



**LEASE AGREEMENT**  
**RENEWAL**  
**[3200 Wayne Avenue, Kansas City, Missouri, 64109]**

**THIS LEASE** is made on this \_\_\_\_ day of \_\_\_\_\_ by and between the **City of Kansas City**, a Missouri constitutionally chartered municipal corporation (hereinafter called the “**Lessor**” or “**City**”), and **Community Capital Fund**, a Missouri nonprofit corporation (hereinafter called “**Lessee**”) (Collectively, the Lessor and the Lessee may be referred to herein as the “**Parties**”). The Parties hereby agree as follows:

**1. PREMISES.** Lesser hereby grants to said Lessee the right to occupy and use, subject to terms and conditions hereinafter stated, the following described premises: Approximately **2,619.90** square feet at **3200 Wayne Ave, Rooms #105, 106, 107, 108, 109A, 109B, 110, 111, 112, 204, 204A, 205, 206 and 207, Kansas City, Missouri, 64108** (“**Premises**”).

**2. TERM.** The term of this Lease shall be for a period of one (1) year beginning \_\_\_\_\_, **2026, and ending \_\_\_\_\_, 2027** (“**Term**”), with two (2) options to renew for one year each, subject to the provisions of this Lease Agreement.

**3. RENT.** During the Term, Lessee shall, pursuant to the Lease, pay a monthly rent of **Three Thousand Eight Hundred Twenty-Seven Dollars and Twenty-Three Cents (\$3,827.23) per month.**

The total rent due for the initial twelve (12) month Lease is **Forty Five Thousand Nine Hundred Twenty Six Dollars and Seventy Six Cents(\$45,926.76).** <sup>1</sup>

The rent shall be paid through the online payment portal available at [www.kcmo.gov](http://www.kcmo.gov).

Three options for online payment:

- 1.) Enter your credit card information
- 2.) Enter your checking account information
- 3.) Set up recurring payments

(Please NOTE, you will need to create an account to use the recurring feature. A convenience fee will be charged for all online payments and paid to NCR Payments Inc. in the amount of .50 cents for e- check payment or 2 percent plus .25 cents for credit card payment. This fee is not paid to the City of Kansas City, Missouri.)

**4. USE OF PREMISES.** The premises shall be used for the purpose of office space and location for a non-profit organization to operate small business grant assistance resources, and no other use unless specifically authorized by the Lessor through its Director of General Services. Lessee agrees to notify the City’s Director of General Services regarding any changes in its business operations on the Premises. No party shall be deemed a third-party beneficiary of the covenants in this section.

**5. ACCEPTANCE, MAINTENANCE, AND REPAIR.** Lessee has inspected and knows the condition of the Premises and accepts the same in their present (subject to ordinary wear, tear, and deterioration in the event the term commences after the date hereof and to the rights of present or former

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<sup>1</sup> In accordance with Charter Section 3-203, renewal monetary adjustments shall be increased (not to exceed 4%) to reflect the consumer price index (all items/all urban consumers/Kansas City, Missouri- Kansas) having occurred since the last preceding adjustment, as published by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all urban consumers. If the formulation would result in a decrease in annual rent payment, then the rent payment shall remain the same as the previous 12-month period.

occupant or occupants, if any, to remove reasonable moveable property), including the interior walls. Lessee will return the premises to the Lessor, undamaged except for reasonable wear and tear.

**6. HAZARDOUS SUBSTANCES AND WASTES.** Lessee agrees that it will not keep, ship to, ship from, permit, or generate any Hazardous Material on the Leased Premises without the express consent of the Lessor. "Hazardous Material" shall mean (i) "Hazardous Substances" as defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601 et seq.; (ii) "Hazardous Wastes", as defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Sections 6902 et seq.; (iii) "Hazardous Waste," as that term is defined by the Missouri Hazardous Waste Management Law, RSMO Section 260.350, et seq.; (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administrative orders) relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended; (v) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60) degrees Fahrenheit and 14.7 pounds per square inch absolute, except for 2000 gallons of recycled oil used for the purpose of heating the premises; (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C S 2011 et seq., as amended or hereafter amended; and (vii) asbestos in any form or condition.

**7. POSSESSION AT THE BEGINNING OF TERM.** Lessee took possession of the Premises at the commencement of the term of the Original Lease between the parties dated December 10, 2020, renewed as of January 4, 2023. Tenant shall be entitled to possession of the Premises under this Lease as of the beginning of the Term.

**8. QUIET ENJOYMENT.** Lessor covenants and agrees that the Lessee on paying the rents and observing and keeping the covenants, agreements, and stipulations of this lease agreement, on its part to be kept, shall lawfully, peacefully, and quietly hold, occupy and enjoy said demised Premises during the demised term without hindrance, objection or molestation.

**9. LESSOR'S RIGHT OF ENTRY.** Lessor or Lessor's agent may enter the Premises at reasonable hours to examine the same, to do anything Lessor may be required to do hereunder or which Lessor may deem necessary for the good of the Premises and (during the last 60 days of the Lease only) to display the property to prospective tenants.

**10. UTILITIES AND SERVICES.** Lessee shall pay for all utilities, unless otherwise herein expressly provided. Other services such as trash removal, security, lawn care and snow removal will be the responsibility of the Lessor.

**11. ALTERATIONS.** Lessee shall not make any material alterations or additions (hereinafter "Improvements") in or to the Premises, without the prior written consent of Lessor. Such consent shall not be unreasonably withheld.

**12. SIGNS AND ADVERTISEMENTS.** Lessee shall not put upon, nor permit to be put upon, any part of the Premises, any signs, billboards, or advertising whatever, without the written consent of Lessor's Director of General Services or their designee.

**13. RECYCLING.** It is the established policy of the City to promote environmentally sound business practices. Lessee agrees, where reasonable and practicable, to incorporate similar practices in its operations on the Premises including, but not limited to, encouraging recycling.

**14. AMERICANS WITH DISABILITIES ACT.** The Lessee agrees to comply with all  
**3200 Wayne/ Community Capital Fund Education Lease Agreement**

provisions, where applicable, of the Americans with Disabilities Act, as amended from time to time during the course of this Lease.

**15. INSURANCE:** Lessee shall procure and maintain in effect throughout the duration of this Lease insurance coverage not less than the types and amounts specified in this section. In the event that additional Insurance, not specified herein, is required during the Term of this Lease, Lessee shall supply such insurance at City's cost. Policies containing a Self-Insured Retention will be unacceptable to City.

a) Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an occurrence basis. The policy shall be written or endorsed to include the following provisions:

- i) Severability of Interests Coverage applying to Additional Insureds
- ii) Contractual Liability
- iii) Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
- iv) No Contractual Liability Limitation Endorsement
- v) Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

b) Workers' Compensation / Statutory Employers Liability with limits of:

- i) \$100,000 per accident
- ii) \$500,000 disease, policy limit
- iii) \$100,000 disease, each employee

Lessee agrees to carry property insurance for the leased portion of premises and shall be on a replacement cost basis. Lessee is responsible for carrying their own personal property insurance.

Lessee shall furnish certificates including required endorsements and additional insureds as described below to the Lessor for insurance as specified herein. In the event of Lessee's failure to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. **Delivery of such certificates to Lessor shall be a condition precedent to Lessee's right to go upon the Premises.** All such insurance policies shall provide that the City and its agencies, officials, officers, and employees when acting within the scope of their authority, will be named as additional insureds for the services under this lease. All insurance must be written by companies that have an A.M. Best rating of A- V or better, and are leased or approved by the State of Missouri to do business in Missouri. **They shall require ten (10) days prior written notice to both parties hereto of any reduction in coverage or cancellation. Nothing herein shall be construed as a waiver the City's right to assert sovereign immunity.**

**16. DAMAGE BY CASUALTY.** In case, during the term created or previous thereto, the Premises hereby let, shall be destroyed or shall be so damaged by fire or other casualties, as to become not tenantable, then in such event, at the option of the Lessor, the term hereby created shall cease, and this Lease shall become null and void from the date of such damage or destruction and the Lessee shall immediately surrender said Premises and all interests therein to Lessor and Lessee shall pay rent within said term only to the time of such surrender; provided, however, that Lessor shall exercise the such option to so terminate this Lease by notice in writing, delivered to Lessee within sixty days after such damage or destruction. In case Lessor shall not so elect to terminate this Lease, in such event, this Lease shall continue in full force and effect and the Lessor shall repair the Leased Premises with all reasonable promptitude, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose may enter said Premises and rent shall abate in proportion to the extent the Premises are untenable and the duration of time the Premises are not tenantable. In either event, Lessee shall remove all rubbish, debris, merchandise, furniture, equipment, and other of its personal property, within ten days after the request of the Lessor. If the Leased Premises shall be slightly injured by fire or the elements, so as not to render the same not tenantable and unfit for occupancy, then the Lessor shall repair the same with all reasonable promptitude, and in that case, the rent shall not abate. No compensation or claim shall be made by or allowed to the Lessee by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the Leased Premises, however, the necessity may occur.

**17. SUBROGATION.** As part of the consideration for this Lease, each of the parties hereto does hereby release the other party hereto from all liability for damage due to any act or neglect of the other party (except as hereinafter provided), occasioned to property owned by said parties which are or might be incident to or the result of a fire or any other casualty against which loss either of the parties is carrying insurance at the time of the loss; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties hereto, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

**18. INDEMNITY AND PUBLIC LIABILITY.** The Lessee shall defend and indemnify, hold harmless, protect and save the Lessor and all of its officers and employees harmless from and against any and all actions, suits, proceedings, claims and demands, loss, liens, cost, expense, including legal fees, and liability of each kind and nature whatsoever ("claims") for the injury to or death of persons or damage to property, including property owned by the Lessor and from any and all other claims whether in equity or in law asserted by others, which may be brought, made, filed against, imposed upon or sustained by the Lessor, its officers or employees, and that may, in whole or in part, arise from or be attributable to or be caused directly or indirectly by (i) any wrongful act or omission of Lessee, its officers, agents, employees, including volunteers, contractors, patrons, lessees or invitees; (ii) any violation of law, ordinance or governmental regulations or orders of any kind; or (iii) the negligent performance by the Lessee, its officers, agents, employees, including volunteers or sublessees or subcontractors of any authorized or permitted act contemplated by this Agreement; or (iv) any contaminating materials in and around the subject property.

**19. DAMAGE TO PROPERTY ON PREMISES.** Lessee agrees that all property of every kind and description kept, stored, or placed in or on the Premises shall be at Lessee's sole risk and hazard and that Lessor shall not be responsible for any loss or damage to any of such property resulting from fire, explosion, water, steam, gas, electricity or the elements, whether or not originating on the Premises.

**20. EMINENT DOMAIN.** If the Premises or any substantial part thereof shall be taken by any competent authority under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the term of this Lease shall cease and terminate upon the date when the possession of said premises or the part thereof so taken shall be required for such use of purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of Lessor's building or the land under it or if the grade of any street or alley adjacent to the building is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the building to conform to the changed grade, either party shall have the right to cancel this Lease after having given written notice of cancellation to the other party not less than ninety (90) days prior to the date of cancellation designated in the notice. In either of said events, rent at the then current rate shall be apportioned as of the date of termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation. Nothing in this paragraph shall preclude an award being made to Lessee for loss of business or depreciation to the cost or removal of equipment or fixtures.

**21. PUBLIC REQUIREMENTS.** Lessee shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Premises or the use thereof and save Lessor harmless from expense or damage resulting from failure to do so. Without limiting the foregoing, Lessee shall comply with the City's Required Terms and Conditions attached hereto as Exhibit A and incorporated herein by reference.

**22. ASSIGNMENT AND SUBLEASE.** Lessee shall not assign, transfer, or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Lessor. Lessor retains the right to withhold its consent for any assignment, transfer, or sublease for any reason whatsoever, including limiting the type of use or number of similar subleases on Premises at any given time. Any sublease of Premises must contain a subrogation provision and an indemnity provision that mirrors the language of Sections 18 and 19 of this Lease, with the Sublessee indemnifying the Lessor. Sublessee also shall require any Sublessee to obtain insurance coverage in amounts equal to those in Section 16 of this Lease and naming Lessor as

an additional insured. Lessee understands, however, that in the event of a sublease, Lessee is still responsible for complying with all terms of this Lease.

**23. RECORDING.** Lessee shall not, without the prior written approval of Lessor, record this Lease or cause it to be recorded. In the event that Lessee does cause it to be recorded, Lessor may terminate the Lease, upon thirty days' notice, at its sole option.

**24. FIXTURES.** Upon the termination of this Lease or before, the Lessor will permit the Lessee or its agents to enter the Premises and remove any and all **non-realty** items that have been contributed or consigned to the Lessee. Non-realty items are defined as items not permanently attached to the structure and removable without significant damage such as drapes, furnishings, and portable appliances.

**25. SURRENDER AT THE END OF THE TERM.** At the expiration of the Initial Term hereby created, or the First Renewal Term if the Lease is renewed, the Lessor or his agent shall have the right to enter and take possession of the Leased Premises, and the Lessee agrees to deliver same without process of law, and the Lessee shall be liable to Lessor for any loss or damage, including attorney's fees and court costs incurred, as a result of Lessee's failure to comply with the terms hereof.

**26. HOLDING OVER.** Any holding over by Lessee after the expiration of the Term, or any lawful extension thereof, shall be construed to be a tenancy from month to month at a monthly rental equal to two hundred percent (200%) of the rent payable during the last month immediately prior to the expiration of the term and shall otherwise be on the terms and conditions herein specified. Nothing herein set out shall be construed to authorize any such holding over.

**27. DEFAULT.** If default is made in the payment of any installment of rent on the due date thereof, or if Lessee shall default in the performance of any other agreement (other than payment of rent) in this Lease and such default (other than payment of rent), **continues for ten days after written notice thereof, or if the Premises be vacated or abandoned**, then in any such event this Lease shall terminate, at the option of the Lessor, and Lessor may re-enter the Premises and take possession thereof, with or without force or legal process and **without notice or demand**, the service of notice, demand or legal process being hereby expressly waived, and upon such entry, as aforesaid, this Lease shall terminate and the Lessor may exclude Lessee from the Premises, **changing the lock on the door** or doors if deemed necessary, if applicable, without being liable to Lessee for any damages or for prosecution therefor; Lessor's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and the Lessee expressly agrees, notwithstanding termination of this Lease and re-entry by the Lessor that the **Lessee shall remain liable for a sum equal to the entire rent payable to the end of the Term** hereof and shall pay any loss or deficiency sustained by the Lessor on account of the Premises being let for the remainder of the original term for a less sum than before. Lessor, as agent for Lessee, without notice may re-let the Leased Premises or any part thereof for the remainder of the Term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and Lessee agrees to pay the difference between sum equal to the amount of rent payable during the residue of the Term and net rent received by the Lessor during the Term after deducting all expenses of every kind for repairs, recovering possession and reletting the same, which differences shall accrue and be payable monthly.

All property of the Lessee which is now or may hereafter be at any time during the Term of this Lease in or upon said Premises, whether exempt from execution or not, shall be bound by and subject to a lien for the payment of the rent herein reserved, and for any damages arising from any breach by the Lessee of any of the covenants or agreements of this Lease to be performed by Lessee. In the event

of default by Lessee in the payment of rent or otherwise, Lessor may foreclose the such lien and take possession of said property or any part or parts thereof and sell or cause the same to be sold, at such place as Lessor may elect, at public or private sale, **with or without notice**, to the highest bidder capable of paying the bid price, and apply the proceeds of said sale to pay the costs of taking possession of and selling said property, then owed toward the debt and/or damages as aforesaid. Any excess of the proceeds of said sale over said costs, debt, and/or damages shall be paid to Lessee. Any such sales shall bar any right of redemption by Lessee.

**28. WAIVER.** The rights and remedies of the Lessor under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Lessor of any breach or breaches, default, or defaults, of this Lease hereunder, shall not be deemed or construed to be a continuing waiver of such breach or default not as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Lessor of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Lessor after the termination in any way of this Lease shall reinstate, continue or extend the term above demised.

**29. BANKRUPTCY.** Neither this Lease nor any interest therein nor in any estate hereby created shall pass to any trustee receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law during the term of this lease or any renewal thereof.

**30. NOTICE.** Any notice hereunder to Lessee shall be sufficient if sent by U.S. Mail, postage prepaid, addressed to Lessee:

**Phyllis Hardwick  
Executive Director  
Community Capital Fund  
3200 Wayne Ave  
Kansas City, MO 64109  
phyllis@ccfkansascity.org  
573.268-2604**

Addressed to Lessor:

**Manager of Real Estate GSD – Real Estate Services  
17<sup>th</sup> Floor, City Hall  
414 E. 12<sup>th</sup> Street  
Kansas City, MO 64106**

**31. COVENANTS TO RUN WITH THE PREMISES.** The covenants herein contained shall run with the Premises hereby let and bind the heirs, executors, administrators, assigns, and successors of the Lessor and Lessee respectively and consent of Lessor to assignment, and acceptance of rent from the assignee of the Lessee shall not release the Lessee from their obligation to pay rent and comply with the other conditions of this Lease.

**32. ENTIRE AGREEMENT.** This Lease Agreement contains the entire agreement between the parties, and no modification of this Lease Agreement shall be binding upon the parties unless evidenced by an agreement in writing signed by the Lessor and the Lessee after the date hereof.

**33. APPROVAL BY THE CITY COUNCIL.** This Lease is not effective until ten (10) working days after approval by the City Council by way of an approved ordinance.

**34. TERMINATION.** Lessor may terminate this Lease prior to the expiration of the Term for any public purpose. **Lessor shall give Lessee sixty (60) days written notice prior to terminating the Lease** and reimburse Lessee for Lessee's improvements to the Premises. The 60-day notice requirement contained in this Section shall not apply to any other termination provisions in this Lease.

**35. NO DISCRIMINATION.** Lessee shall not discriminate and shall comply with Chapter 38 of the City Code of Ordinances and Chapter 213, RSMo.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BANK]**

IN WITNESS WHEREOF, each party hereto has caused this Lease to be executed on behalf of such party by an authorized representative as of the date first set forth above.

**LESSEE:**  
**Community Capital Fund**

**BY:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LESSOR:**

CITY OF KANSAS CITY, MISSOURI  
A Constitutionally Chartered Municipal Corporation of the State of Missouri

**BY:** \_\_\_\_\_  
**Yolanda McKinzy**  
**Director, General Services Department**

**DATE:** \_\_\_\_\_

APPROVED AS TO FORM

**BY:** \_\_\_\_\_  
**Abigail Judah, Associate City Attorney**

## EXHIBIT A

### **City Required Terms and Conditions**

1. Records and Audit Requirements.
  - a. For the purposes of this Section:
    - 1) The “City” shall mean the City Auditor, the City’s Internal Auditor, the City’s Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Agreement and their delegates and agents.
    - 2) “Records” shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Agreement and all amendments and renewals of this Agreement.
  - b. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Agreement and all Agreement amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days’ written notice from the City.
2. Affirmative Action. If this Agreement exceeds \$300,000.00 and Contractor employs fifty (50) or more employees, Contractor shall comply with the City’s Affirmative Action requirements in accordance with the provisions of Chapter 3 of the City’s Code, the rules and regulations relating to those sections, and any additions or amendments thereto. In executing this Agreement subject to said provisions, if such conditions are triggered, Contractor warrants that it will put into place an affirmative action program and will maintain the affirmation action program in place for the duration of the Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Contractor’s expenses, which will not exceed \$50,000.00, as set forth herein. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City’s Code.
  - a. For the purposes of this Section, “Subcontractor” shall mean any subcontractors, affiliates, or delegates with whom Contractor subcontracts or to whom Contractor delegates any of its obligations under this Agreement.
  - b. In the event this Agreement exceeds \$300,000.00 and Contractor employs fifty (50) or more employees, Contractor shall:
    - 1) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Agreement;
    - 2) Submit, in print or electronic format, a copy of Contractor’s current certificate of compliance to the City’s Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Agreement, unless a copy has already been submitted to CREO at any point within the previous two calendar years, and if, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Agreement, unless a copy has already been submitted to CREO at any point within the

previous two calendar years;

3) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract; and

4) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

c. The City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision, if applicable. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Agreement and this Agreement may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by the City for a period of one (1) year. This is a material term of this Agreement.

3. Tax Compliance. Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this Agreement or any contract renewal when the total contract amount exceeds \$160,000.00. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Contractor's expenses, which will not exceed \$50,000.00, as set forth herein. If Contractor performs work on a contract that is for a term longer than one year, Contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

4. Employee Eligibility Verification. If this Agreement exceeds five thousand dollars (\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at [www.dhs.gov/ files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm). For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of this Agreement, or at any point during the term of this Agreement if requested by the City.

5. Anti-Discrimination Against Israel. If this Agreement exceeds \$100,000.00 and Contractor employs at least ten (10) employees, pursuant to Section 34.600, RSMo., by executing this Agreement, Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Contractor's expenses, which will not exceed \$50,000.00, as set forth herein.

6. Non-Discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

7. Ban the Box in Hiring and Promotion.

a. Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

b. Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

c. This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

8. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

9. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 260431

Submitted Department/Preparer: General Services

Revised 01/30/25

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

### Executive Summary

Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with Community Capital Fund, for the purpose of office space at the Robert J. Mohart Multipurpose Center, 3200 Wayne Avenue #105, 106, 107, 108, 109A, 109B, 110, 111, 112, 204, 204A, 205, 206 and 207 Kansas City, Missouri, 64109.

### Discussion

Community Capital Fund (CCF) is a long time tenant of Mohart utilizing 2600sqft of office space for nonprofits that provides grants, technical assistance and resources to support under resourced businesses and neighborhoods.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
None
3. How does the legislation affect the current fiscal year?  
Rent revenue is \$3827.23/month and will total \$45,926.76 in FY27.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
This is a one-year lease with options to renew.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?  
\$45,926.76 annual rent revenue

**Office of Management and Budget Review**

(OMB Staff will complete this section.)

- 1. This legislation is supported by the general fund.  Yes  No
- 2. This fund has a structural imbalance.  Yes  No
- 3. Account string has been verified/confirmed.  Yes  No

**Additional Discussion (if needed)**

This legislation does not spend funds

**Citywide Business Plan (CWBP) Impact**

- 1. View the [Adopted 2025-2029 Citywide Business Plan](#)
- 2. Which CWBP goal is most impacted by this legislation?  
Finance and Governance (Press tab after selecting.)
- 3. Which objectives are impacted by this legislation (select all that apply):
  - Ensure City Government is responsive, representative, engaged, and transparent; particularly when faced with unforeseen challenges.
  - Operate an efficient City government workforce through effective employee recruitment, development, retention, and engagement.
  - Present a realistic view of financial indicators for improved communications on impact to the City.
  - 
  - 
  -

**Prior Legislation**

230225

**Service Level Impacts**

NA

## Staff Recommendation

General Service Dept

Select One:  Sponsored  
 Directive: Res/Ord # [Click to enter Res/Ord. No.](#)

Select One:  Recommend  
 Do Not Recommend  
 Not Applicable

Valuable tenant of Mohart and valuable community resource

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
NA
2. How have those groups been engaged and involved in the development of this ordinance?  
NA
3. How does this legislation contribute to a sustainable Kansas City?  
NA
4. Does this legislation create or preserve new housing units?  
No (Press tab after selecting)

[Click or tap here to enter text.](#)

[Click or tap here to enter text.](#)

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

Yes - I have submitted documents for CREO Review (Press tab after selecting)  
Please attach or copy and paste CREO's review.

[Click or tap here to enter text.](#)

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

Click or tap here to enter text.

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?

No(Press tab after selecting)

ORDINANCE NO. 260431

Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with **Community Capital Fund**, for the purpose of office space at the Robert J. Mohart Multipurpose Center, 3200 Wayne Avenue #105, 106, 107, 108, 109A, 109B, 110, 111, 112, 204, 204A, 205, 206 and 207 Kansas City, Missouri, 64109.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the revenue in the following account of the General Fund, is hereby estimated in the following amount pursuant to the **Community Capital Fund** lease agreement:

23-1000-071600-457500 City Property and Acquisition \$3,827.23

Section 2. That the Director of General Services Department is authorized to execute a lease agreement with **Community Capital Fund** for the purpose of the use of an office space. A copy of the lease agreement is on file in the General Services Department.

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Approved as to form:

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Abigail Judah  
Associate City Attorney



# REQUEST FOR SUPPLEMENTAL REVENUE

## CITY OF KANSAS CITY, MISSOURI

DEPARTMENT: **General Services**

BUSINESS UNIT: **KCMBU**      DATE: **5/1/2026**      JOURNAL ID: \_\_\_\_\_

LEDGER GROUP: **REVENUE**

| <u>FUND</u> | <u>DEPT ID</u> | <u>ACCOUNT</u> | <u>PROJECT</u> | <u>AMOUNT</u>    |
|-------------|----------------|----------------|----------------|------------------|
| 1000        | 071600         | 457500         |                | \$45,926.76      |
|             |                |                |                |                  |
|             |                |                |                |                  |
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|             |                |                |                |                  |
|             |                |                |                |                  |
| TOTAL       |                |                |                | <u>45,926.76</u> |

**DESCRIPTION:**  
Estimating and appropriating \$45,926.76 for FY27 to the General Fund

APPROVED BY: \_\_\_\_\_ DATE \_\_\_\_\_ APPROVED BY: DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

# Community Capital Fund (CCF)

**Ordinance: 260431**

5/12/2026



# Lease Renewal – Mohart

- 1 year lease with 3 options to renew
- Long time tenant at Mohart
- Provides grants, technical assistance, and coaching to support under-resourced neighborhoods, businesses and residents
- 2620 total square feet
- \$3,827.33 rent/month
- New lease to begin April 1<sup>st</sup> or as soon as approved by council.



Questions?



**File #: 260443**

ORDINANCE NO. 260443

Sponsor: City Manager’s Office

Rezoning an area of about 23.5 acres generally located at 4710 Jefferson Street from District B4-5 to District MPD and approving a development plan to allow for maintenance and redevelopment of the Country Club Plaza. (CD-CPC-2025-00164)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section A. That Chapter 88, Code of Ordinances of the City of Kansas City, Missouri, commonly known as the Zoning and Development Code, is hereby amended by enacting a new section to be known as Section 88-20A-1523, rezoning an area of about 23.5 acres generally located at 4710 Jefferson Street from District B4-5 (Heavy Business) to District MPD (Master Planned Development) and approving a development plan to allow for maintenance and redevelopment of the Country Club Plaza, said section to read as follows:

Section 88-20A-1523. That an area legally described as:

TRACT 1: (Balcony - Block 2)

PARCEL A:

All that part of Lot 1, WORNALL PARK RESURVEY, a subdivision in Kansas City, Jackson County, Missouri, recorded July 17, 1986, as Document No. K-724383, in Plat Book 36 at Page 88 and described as follows: Beginning at the Southwest corner of said Lot 1; thence North 2 degrees 25 minutes 26 seconds East (this and all other bearings being in relation to the West line of Section 29, Township 49, Range 33 being North 2 degrees 25 minutes 26 seconds East) along the West line of said Lot 1, a distance of 58.25 feet; thence South 87 degrees 34 minutes 30 seconds East, 157.21 feet; thence North 72 degrees 24 minutes 02 seconds East, 55.57 feet, thence North 18 degrees 14 minutes 32 seconds West, 14.34 feet; thence North 71 degrees 37 minutes 48 seconds East, 21.77 feet; thence North 19 degrees 06 minutes 40 seconds West, 54.43 feet; thence North 71 degrees 47 minutes 02 seconds East, 56.18 feet; thence North 19 degrees 32 minutes 33 seconds West, 0.45 feet; thence North 70 degrees 28 minutes 06 seconds East, 9.44 feet; thence South 19 degrees 29 minutes 54 seconds East 0.48 feet; thence North 63 degrees 06 minutes 04 seconds East, 43.71 feet; thence North 41 degrees 12 minutes 03 seconds East, 26.55 feet; thence North 43 degrees

10 minutes 01 seconds East, 25.65 feet; thence North 32 degrees 10 minutes 05 seconds East, 17.63 feet to a point on the Northwest prolongation of the Southwesterly line of Lot 67, WORNALL PARK, a subdivision in said City, County, and State, according to the recorded plat thereof, recorded July 22, 1909, as Document No. 715298, in Plat Book 15 at Page 84, being also a point on the Northerly line of said Lot 1; thence South 60 degrees 12 minutes 23 seconds East along said Northerly line, a distance of 127.66 feet to the most Easterly corner of said Lot 1; thence generally Southwesterly along the Southeasterly line of said Lot 1, the following courses and distances; thence Southwesterly along a curve to the right having a radius of 303.37 feet, a central angle of 38 degrees 55 minutes 54 seconds and an initial tangent bearing of South 29 degrees 47 minutes 37 seconds West, an arc distance of 206.14 feet; thence South 19 degrees 05 minutes 08 seconds East along a jog in said line 3.34 feet; thence Southwesterly along a curve to the left, having a radius of 60.5 feet; a central angle of 46 degrees 04 minutes 13 seconds and an initial tangent bearing of South 56 degrees 23 minutes 26 seconds West an arc distance of 48.65 feet; thence South 10 degrees 19 minutes 13 seconds West, tangent to the last described curve, a distance of 9.42 feet to a point on the South line of said Lot 1; thence North 87 degrees 24 minutes 16 seconds West along said South line, a distance of 287.78 feet to the Point of Beginning.

**PARCEL B:**

A non-exclusive easement for ingress and egress as established in Document Number K-714870 in Book K-1539, Page 2231, over that part of the following described land lying within Lots 66 and 67 WORNALL PARK and the Easterly half of that part of the vacated alley lying West of, and adjacent to, said Lots 66 and 67: All of that part of Lots 65, 66 and 67, together with a portion of the vacated alley lying between Lot 65 and Lots 66 and 67, all in WORNALL PARK, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, recorded July 22, 1909, as Document No. 715298, in Plat Book 15 at Page 84, more particularly described as follows: Commencing at the Northeast corner of Lot 65; thence North 87 degrees 38 minutes 59 seconds West along the North line of Lot 65, said line being the South line of 46th Street Terrace as such street is now established, a distance of 20.00 feet to the Point of Beginning of a tract of land to be described; thence South 2 degrees 21 minutes 01 seconds West, perpendicular to the last course, a distance of 32.00 feet; thence South 87 degrees 38 minutes 59 seconds East, parallel to the South line of 46th Street Terrace, a distance of 28.00 feet; thence North 2 degrees 21 minutes 01 seconds East, perpendicular to the last course, a distance of 32.00 feet to a point on the South line of 46th Street Terrace; thence North 87 degrees 38 minutes 59 seconds West, along said South line a distance of 28.00 feet to the Point of Beginning.

**TRACT 2: (Neptune Garage)**

Description: This is a Resubdivision and Resurvey of all that Part of Lot 1, "Wornall Park Resurvey", a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, of said Lot 1 of the following described tract of land: Commencing at the northwest corner of said Lot 1, being also the point of intersection of the south right-of-way line of 46th Street Terrace with the east right-of-way of Broadway, as said streets are now established; thence South 87°39'42" East along the north line of said lot 1 and along said south right-of-way line, a distance of 8.54 feet to the true point of beginning of the tract of land to be herein described; thence South 2°24'43" West, a distance of 53.63 feet; thence North 87°35'17" West, a distance of 7.44 feet; thence South 2°24'43" West and parallel with the west line of said Lot 1, a distance of 112.28 feet; thence South 87°42'13" East, a distance of 183.69 feet; thence North 41°48'02" East, a distance of 28.58 feet; thence North 2°38'33" East, a distance of 17.06 feet; thence North 71°46'19" East, a distance of 58.04 feet; thence North 19°33'16" West, a distance of 0.45 feet; thence North 70°27'23" East, a distance of 9.44 feet; thence South 19°30'37" East, a distance of 0.48 feet; thence North 63°05'21" East, a distance of 43.71 feet; thence North 41°11'20" East, a distance of 17.86 feet; thence North 2°19'56" East, a distance of 67.50 feet to a point on the north line of said Lot 1, being also a point on the aforesaid south right-of-way line of 46th Street Terrace; thence North 87°39'42" West along said north line and along said south right-of-way line, a distance of 306.73 feet to the point of beginning. Containing 44,455 square feet or 1.02 acres, more or less.

**TRACT 3: (Court of Penguins - Block 15)**

All or parts of Lots 3 thru 8 and 11 thru 14, PENN PARK, a subdivision of land recorded September 5, 1905 as Document No. 539873, in Plat Book 13 at Page 42; all of Lot 10, PHILLIPS PLAZA, a subdivision of land, recorded March 26, 1929, as Document No. 407685, in Plat Book 23 at Page 95; part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 49, Range 33, Kansas City, Jackson County, Missouri; and part of the vacated streets and alleys adjoining; being all that part of said quarter quarter bounded on the North by the South right-of-way line of Nichols Road, as now established on the East by the West right-of-way line of Pennsylvania Avenue, as now established; on the South by the North right-of-way line of 48th Street, as now established; and on the West by the East right-of-way line of Jefferson Street, as now established.

**TRACT 4: (Esplanade/Saks - Blocks 12 & 3)**

**PARCEL A:** All that part of the Southeast 1/4 of Section 30, Township 49, Range 33, in Kansas City, Jackson County, Missouri, lying West of Broadway Street, East of Pennsylvania Avenue, South of 47th Street and North of Nichols Road, EXCEPT that part thereof described as follows:

Beginning at the intersection of the West line of Broadway with the South line of 47th Street, as said streets are now established; thence South along said West line,

296.36 feet (296 feet, deed) to its intersection with the North line of Nichols Road, as now established; thence West along said North line, 462.21 feet (462 feet, deed) to its intersection with the West line of the East 6 feet of Pennsylvania Avenue, vacated by Ordinance No. 21101, passed January 14, 1957; thence North along said West line, 140.27 feet; thence East, deflecting 89 degrees 53 minutes 16 seconds to the right from the last described course, a distance of 207.88 feet; thence North, deflecting 89 degrees 54 minutes 30 seconds to the left from the last described course, 9.25 feet; thence East at right angles from the last described course, 90.16 feet; thence North at right angles from the last described course 1.90 feet; thence East at right angles from the last described course, 78.26 feet to a point on a line drawn 85.97 feet West of and parallel with said West line of Broadway; thence North along said parallel line, 144.55 feet to a point on the South line of said 47th Street; thence East along said South line, 85.97 feet to the Point of Beginning of said exception.

PARCEL B: All that part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 49, Range 33, in Kansas City, Jackson County, Missouri, more particularly described as follows:

Beginning at the intersection of the West line of Broadway with the South line of 47th Street as said streets are now established; thence South along said West line, 296.36 feet (296 feet, deed) to its intersection with the North line of Nichols Road, as now established; thence West along said North line, 462.21 feet (462 feet, deed) to its intersection with the West line of the East 6 feet of Pennsylvania Avenue, vacated by Ordinance No. 21101, passed January 14, 1957; thence North along said West line, 140.27 feet; thence East, deflecting 89 degrees 53 minutes 16 seconds to the right from the last described course, a distance of 207.88 feet; thence North, deflecting 89 degrees 54 minutes 30 seconds to the left from the last described course, 9.25 feet; thence East at right angles from the last described course, 90.16 feet; thence North at right angles from the last described course, 1.90 feet; thence East at right angles from the last described course, 78.26 feet to a point on a line drawn 85.97 feet normally distant West of and parallel with said West line of Broadway; thence North along said parallel line 144.55 feet to a point on the South line of said 47th Street; thence East along said South line, 85.97 feet to the point of beginning.

TRACT 5: (Macy's Block formerly Barnes & Noble - Block 18)

Lot 114, LA SOLANA, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, recorded February 19, 1926, as Document No. 272274, in Plat Book 23 at Page 10.

TRACT 6: (Maintenance Shop)

The East 175 feet of the South 300 feet of Lot 2, MACKEY'S SUBDIVISION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded

plat thereof, recorded December 12, 1912, as Document No. 902282, in Plat Book 17 at Page 95.

**TRACT 7: (Millcreek - Block 1)**

Lots 65, 66, 69, 70, 71, 72 and 73, COUNTRY CLUB PLAZA, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, filed August 21, 1923, as Document No. 134590, in Plat Book 21 at Page 54, together with the vacated North 9.25 feet of Public Court lying South of and adjoining Lots 66 and 73.

**TRACT 8: (Nichols - Block 10)**

All or parts of Lot 28 and 45 thru 56, COUNTRY CLUB PLAZA, a subdivision of land recorded October 23, 1911, as Document No. 838840, in Plat Book 17 at Page 42 and recorded May 4, 1912, as Document No. 867946, in Plat Book 17 at Page 77, and parts of vacated streets adjoining, being all that part of the Northwest Quarter of the Southwest Quarter of Section 29, Township 49, Range 33, Kansas City, Jackson County, Missouri, bounded by the South right-of-way line of Nichols Road, as now established, on the North by the West right-of-way line of Central Street, as now established, on the East; by the North right-of-way line of Ward Parkway, as now established, on the South; and by the East right-of-way line of Wornall Road as now established, on the West.

**TRACT 9: (Plaza 211 formerly Halls - Block 9)**

Lot 79, COUNTRY CLUB PLAZA, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, recorded October 22, 1928, as Document No. 395117, in Plat Book 23 at Page 85.

**TRACT 10: (Plaza Central Shops - Block 11)**

All or parts of Lots 38 thru 44 and 57 thru 64, COUNTRY CLUB PLAZA, a subdivision of land recorded September 26, 1911 as Document No. 838840, in Plat Book 17 at Page 42 and recorded May 4, 1912, as Document No. 867946, in Plat Book 17 at Page 77, and parts of vacated streets adjoining, being all that part of the Northwest Quarter of the Southwest Quarter of Section 29, Township 49, Range 33, Kansas City, Jackson County, Missouri, bounded by the West right-of-way line of Central Street, as now established, on the East by the North right-of-way line of Nichols Road, as now established, on the South; by the East right-of-way line of Wornall Road, as now established, on the West; and by the South right-of-way line of 47th Street, as now established, on the North.

**TRACT 11: (Plaza Savings - Block 16)**

Lot 11, together with that portion of vacated Pennsylvania Avenue lying Easterly thereof and adjoining, PHILLIPS PLAZA, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, recorded March 26, 1929, as Document No. 407685, in Plat Book 23 at Page 95.

TRACT 12: (Seville Square - Blocks 13 & 14)

PARCEL A:

All that part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 49, Range 33, including part of Lots 1 and 16, PENN PARK, a subdivision recorded September 5, 1905, as Document No. 539873, in Plat Book 13 at Page 42; including part of the vacated alley lying between said Lots 1 and 16 and including part of vacated Pennsylvania Avenue, all in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, and all being more particularly described as follows; Commencing at the intersection of the South right-of-way line of 47th Street (as established by Ordinance No, 47976, approved August 8, 1924) with the West right-of-way line of Pennsylvania Avenue as established by deed recorded under Document No. A-449481 in Book B-2979 at Page 410 and accepted by Kansas City by Ordinance recorded under Document No. A-449482 in Book B-2979 at Page 411; run thence South along the West right-of-way of said Pennsylvania Avenue 150 feet, run thence West at right angles to said West right-of-way line, 14 feet, more or less, to the existing West right-of-way line of said Pennsylvania Avenue, as widened by deed recorded under Document No. A-644303, in Book B-3413 at Page 361 and accepted by Kansas City by Ordinance recorded under Document No. A-638263 in Book B-3406 at Page 386 being the true Point of Beginning of the tract herein described; thence continuing West and along the South line of a tract conveyed to Skelly Oil Company by Document No. A-708238 recorded in Book B-3549 at Page 313, a distance of 248.36 feet, more or less, to the East right-of-way line of Jefferson Street, as now established; thence South along said East right-of-way line, 146.39 feet to the North right-of-way line of Nichols Road (formerly Alameda Road) as widened by deed recorded under Document No. A-644303, in Book B-3413 at Page 361 and accepted by Kansas City ordinance recorded as Document No, A-638263 in Book B-3406 at Page 386; thence East along said North right-of-way line, 247.80 feet to the existing West right-of-way line of said Pennsylvania Avenue; thence North along said existing West right-of-way line 146.02 feet to the Point of Beginning.

PARCEL B: (as an appurtenant easement to Parcel A)

A non-exclusive easement for ingress and egress as established as an appurtenant easement to Parcel A by Document No. A-708238 in Book B-3549 at Page 313, over the South 8 feet of the following described tract of Land: All that part of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty (30),

Township Forty-Nine (49), Range Thirty-three (33), in Kansas City, Jackson County, Missouri, described as follows:

Beginning at the point of intersection of the West line of Pennsylvania Avenue with the South line of 47th Street, as said Avenue and said Street were established in Kansas City, Missouri, on December 17, 1937; running thence South along the West line of said Pennsylvania Avenue a distance of one hundred fifty (150) feet to a point; running thence West at right angles to the last described course to the point intersection with the East line of Jefferson Street, as said Jefferson Street is now established in Kansas City, Missouri, running thence North along the East line of said Jefferson Street to the point of intersection with the South line of said 47th Street; running thence East along the South line of said 47th Street to the Point of Beginning.

PARCEL C:

All that part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 49, Range 33, including part of Lots 13, 14, 15, 16 and 20 and all of Lots 21 through 28, both inclusive, PENN PARK, a subdivision recorded September 5, 1905, as Document No. 539873, in Plat Book 13 at Page 42 and including part of vacated Jefferson Street all in Kansas City, Jackson County, Missouri, according to the recorded plat thereof and all being more particularly described as follows: Beginning at a point in the West line of said Lot 20, being a point in the East line of an alley in said PENN PARK and 120 feet South of the South line of 47th Street as now established; thence Easterly and parallel with the South line of 47th Street, 221.64 feet to a point in the West line of Jefferson Street, as now established; thence South along the West line of Jefferson Street 336.69 feet to a point in the Easterly prolongation of the North line of Lot 29, PENN PARK; thence West along the North line of said Lot 29 and its Easterly prolongation, 167.53 feet to the Northwest corner of said Lot 29, said point being in the East line of the aforesaid alley; thence North along the East line of said alley, 320.71 feet to the Point of Beginning, together with the East half of the vacated alley West of and adjacent to Lots 21 through 28, both inclusive, PENN PARK; and all of Lots 35 through 44, both inclusive, and Lot 45, EXCEPT that part of said Lot 45 now in 47th Street, in PENN PARK, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, together with the West half of the vacated alley lying East of and adjacent to Lots 35 through 42, both inclusive, PENN PARK.

Together with that portion of vacated Jefferson Street adjoining said Parcel C, vacated pursuant to Ordinance No. 190127, recorded March 5, 2019 as Document No. 2019E0015334, amended by instrument recorded April 26, 2019 as Document No. 2019E0030289.

TRACT 13: (Swanson - Block 5)

PARCEL A:

Lots 1, 2 and 3, and all those parts of Lots 4, 5, 6, 7 and 8, Block 3, and Lot or Block B, ELMDALE, a subdivision of land in Kansas City, Jackson County, Missouri, recorded June 9, 1903, as Document No. 450349, in Plat Book 12 at Page 15, described as follows: Beginning at the point of intersection of the Northerly line of Ward Parkway, as established by Ordinance No. 7160 approved January 24, 1911, with the Easterly line of Wyandotte Street, as dedicated by the Plat of Lots 78 and 79 of COUNTRY CLUB PLAZA, a subdivision of land, in Plat Book B-23, at Page 85, Document No. A-395117, run Northwesterly along said Easterly line of Wyandotte Street 60 feet, thence Northeasterly at right angles to said Easterly line of Wyandotte Street 65 feet; thence Northwesterly parallel with said Easterly line of Wyandotte Street 88 feet; thence Southwesterly at right angles to said Easterly line of Wyandotte Street 65 feet to a point, in said street line; thence Northwesterly along said Easterly line of Wyandotte Street 77.66 feet to a point therein that is 225.66 feet from the Point of Beginning as measured along said Easterly street line; continuing thence Northwesterly along the prolongation of the last described course and the Easterly line of Wyandotte Street as granted and established by the instrument dated December 20, 1954, in Book B-4979 at Page 201, Document No. B-155497, a distance of 113.79 feet; thence continuing Northwesterly, North and Northeasterly along a curve to the right having a radius of 20 feet with the last described course as a tangent, a distance of 36.67 feet to a point in the South line of 47th Street and 40 feet South of the North line of the Southwest Quarter of Section 29, Township 49, Range 33; thence Easterly, Southerly along the North lines of Lot or Block B and of Lot 1, Block 3, ELMDALE, and the East lines of Lots 1, 2, 3, 4 and 5, Block 3, ELMDALE, to the point of intersection of the East line of said Lot 5 with the Northerly line of said Ward Parkway, as established by Ordinance No. 7160, at a point 280.27 feet South of the North line of the Southwest Quarter of Section 29, Township 49, Range 33; thence Southwesterly with said Parkway line along a curve to the right, having a radius of 100 feet with the last described course as a tangent and a central angle of 75 degrees 05 minutes 30 seconds, a distance of 131.06 feet; and thence Southwesterly along said Parkway line, tangent to the last described curve, to the Point of Beginning, together with that part of vacated 47th Street lying North and East and adjoining Lot 1 of the land.

PARCEL B:

All that part of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 49, Range 33, in Kansas City, Jackson County, Missouri, described as follows: Beginning in the Easterly line of Wyandotte Street, 60 feet Northerly from its intersection with the Northerly line of Ward Parkway as said Wyandotte Street and Ward Parkway are now established; thence Easterly at right angles with the Easterly line of said Wyandotte Street, 65 feet; thence Northerly parallel with said Wyandotte Street 88 feet; thence Westerly at right angles with the Easterly line of said Wyandotte Street, 65 feet to a point in the Easterly line of said Wyandotte Street; thence Southerly along the Easterly line of said Wyandotte Street 88 feet

to beginning; being part of Lots 4, 5 and 6, Block 3, and a part of Lot or Block "B", ELMDALE, a subdivision in Kansas City, Jackson County, Missouri, recorded June 9, 1903, as Document No. 450349, in Plat Book 12 at Page 15.

TRACT 14: (Theater - Block 4)

Lot 78, COUNTRY CLUB PLAZA, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, filed October 22, 1928, as Document No. 395117 in Plat Book 23, at Page 85.

TRACT 15: (Time - Block 16)

All that part of the Southeast 1/4 of Section 30, Township 49, Range 33, in Kansas City, Jackson County, Missouri, that lies West of Broadway Street, now known as Wornall Road, East of Pennsylvania Avenue, South of Nichols Road and North of Ward Parkway.

TRACT 16: (Triangle - Block 7)

Lots 74, 75, 76 and 77, COUNTRY CLUB PLAZA, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, recorded August 21, 1923, as Document No. 134590, in Plat Book 21 at Page 54.

TRACT 17: (Valencia - Block 19) (REVISED 3/29/2024)

Plat of La Solana (Valencia) Lot 1B

All that part of Lots 105 through 110 of La Solana, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, recorded February 19, 1926, as Document No. 272274, in Plat Book 23 at page 10, and that part of 46th Street Terrace right of way vacated by Ordinance Number 971461, approved October 16, 1997, described as follows: Commencing at the southeast corner of Lot 113 of said subdivision, being also a point on the north right-of-way line of 47th Street, as now established; thence North 87°29'14" West along the south line of Lots 113 through 109, inclusive, of said subdivision, and along said north right-of-way line, a distance of 338.59 feet, more or less, to a point of intersection with the east right of way line of Pennsylvania Avenue, as established by Ordinance Number 7286 recorded June 1, 1942; thence North 2°22'00" East, along said east right-of-way line, a distance of 53.67 feet to the point of beginning of the tract to be herein described; thence North 2°22'00" East, the east right of way line of said Pennsylvania Avenue, a distance of 243.39 feet; thence South 87°22'20" East, departing said right of way line, a distance of 82.69 feet; thence South 2°29'13" West, a distance of 24.86 feet; thence South 87°31'24" East, a distance of 44.91 feet; thence South 2°29'13" West, a distance of 69.80 feet; thence South 87°34'22" East, a distance of 26.35 feet; thence South 2°29'13" West, a distance of 38.08 feet; thence North 87°34'22" West, a distance of 26.35 feet; thence South 2°29'13" West, a distance of 69.71 feet; thence North

87°32'38" West, a distance of 45.08 feet; thence South 2°28'46" West, a distance of 40.83 feet; thence North 87°26'10" West, a distance of 82.01 feet to a point on the east right of way line of said Pennsylvania Avenue.

TRACT 18: (Easement Tract - Affects Tracts 1-5 and Tracts 7-17 Only)

Reservation retained by Highwoods Realty Limited Partnership, a North Carolina limited partnership, its successors and assigns, as contained in the Special Warranty Deed dated February 15, 2008, recorded February 15, 2008, as Document No. 2008E0017619, of the nonexclusive right to access and use of One Hundred Five (105) parking spaces within any parking facility now or hereafter existing on the following property, in perpetuity for the benefit of itself, its successors and assigns, tenants and licensees and the general public, during weekday evenings and at any time on weekends and the terms and provisions of additional restrictions, over the following described property:

Lot 80, COUNTRY CLUB PLAZA, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof, recorded September 21, 1955, as Document No. K-175047, in Plat Book K-29 at Page 66.

As assigned to Country Club Plaza JV LLC, a Delaware limited liability company, by Assignment of Parking Rights dated March 1, 2016, recorded March 2, 2016, as Document Nos. 2016E0018081 & 2016E0018082.

TRACT 19: (Commerce Bank)

Parcel A:

All of Lot 67, except the South 9 feet thereof, COUNTRY CLUB PLAZA, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Parcel B:

Lot 68, COUNTRY CLUB PLAZA, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof

is hereby rezoned from District B4-5 (Heavy Business) to District MPD (Master Planned Development), all as shown outlined on a map marked Section 88-20A-1523, which is attached hereto and made a part hereof, and which is hereby adopted as a part of an amendment to the zoning maps constituting a part of said chapter and in accordance with Section 88-20 thereof.

Section B. That a development plan for the area legally described above is hereby approved, subject to the following conditions:

1. The developer shall submit an affidavit, completed by a landscape architect licensed in the State of Missouri, verifying that all landscaping required of the approved MPD final plan and has been installed in accordance with the plan and is healthy prior to a certificate of occupancy for each building/phase.

2. The developer shall submit an affidavit, prepared by an engineer licensed in the State of Missouri, verifying that all outdoor lighting has been installed in accordance with the approved MPD final plan and that lighting levels do not exceed that shown on the approved lighting plan at the property lines prior to a certificate of occupancy for each building/phase.
3. Per 88-420-16, alternative parking compliance is approved with 422 W. 47th Street and 300 W. 46th Terrace, providing parking spaces for the MPD District.
4. Signage shall comply with the MPD Design Guidelines and 88-445, subject to sign permitting.
5. Per 88-280-04, uses and lot and building standards that apply within an MPD zoning district are established with a preliminary development plan. Plan Sheet C401 and C402 establish the uses and lot and building standards for the subject MPD district.
6. Per 88-420-17-B.5, the subject preliminary MPD plan and its associated design guidelines approve loading and unloading spaces, and related maneuvering areas to be located in the right-of-way.
7. All landscaping and screening shall comply with 88-425, or subject to an administrative adjustment for alternative compliance (applicable to the entire MPD District). Trees and bushes shall be calculated by the City Forester per the costs of those features at the time of final MPD plan submission.
8. The developer shall secure approval of an MPD final plan from the City Plan Commission prior to the issuance of a building permit for any of the following circumstances:
  - a. New building.
  - b. Major façade change to a contributing building.
9. The developer shall prepare a historic materials or features salvage plan, for any building or structure over 50 years old. This salvage plan shall be reviewed and approved by the Historic Preservation Commission.
10. The developer shall perform a character contributing study of the MPD district, in partnership with the City Planning and Development Department, to identify significant fountains, art, sculptures, etc. within a year of the adoption of the preliminary MPD plan.
11. A shade study shall be required with every MPD final plan.

12. The following corrections shall be resolved within 30 days of ordinance approval:
  - a. Remove deviation #11 from plan sheet C200. This is duplicative information from #7. 88-445-14 addresses outdoor advertising signage (such as billboards) and city staff does not support a deviation to this section of code.
  - b. Remove deviation #14 from plan sheet C200. City staff does not support a deviation to alter processes in the 500 series of the Zoning and Development Code.
  - c. Per the City Plan Commission recommendation, update Plan Sheet C401, blocks O and M to be updated to a 120' maximum height.
  - d. Update the Character Contributing Building Plan Sheet C402. (i) Block A: (i) The building at 400 W. 47th Street is character contributing, (ii) The building at 118 W. 47th Street is also character contributing, (iii) The building at 618 Nichols Road is character contributing, (iv) Block I: Add Plaza Theater tower as character contributing vertical element. (v) Block K: Add southern half of block along 48th Street as character contributing except the altered facade at 614 W. 48th Street, (vi) Block L: 310 Ward Parkway is character contributing.
  - e. Update the Design Guidelines document to reflect: (i) Remove "soft language". Replace "consider" with "use," (ii) Incorporate the Tall Buildings guidelines, see attachment, and (iii) Other miscellaneous corrections, see attachment.
  - f. The table on plan sheet C402 identifies a 20 ft stepback but the dimensions on plan sheet C401 identify a 10 ft setback. Please be consistent or display it in a different way.
13. Access roads shall remain as they are unless approved through the review process.
14. Access to water supply shall remain as they are unless approved through the review process.
15. Lighting standards shall be reviewed and updated to comply with the Illumination Engineering Society (IES) Standards listed in their guidelines G-1-22 prior to final approval.
16. Prior to construction adjacent to a Parks and Recreation jurisdictional street and/or park the developer and/or their representative shall obtain a Parks and Recreation permit for storage and restoration within a park or a Parks and Recreation jurisdictional street right-of-way including but not limited to the

installation of construction trailer, stockpiling of materials or equipment, construction roads and utility cabinets/meters.

17. The developer shall submit a letter to the Parks and Recreation Department from a licensed civil engineer, licensed architect, or licensed landscape architect, who is registered in the State of Missouri, stating the condition of the sidewalks, curbs, and gutters along boulevard/parkway, which is a Parks and Recreation jurisdictional street. The letter shall identify state of repair as defined in Chapters 56 and 64, Code of Ordinances, for the sidewalks, curbs, and gutters. It shall identify the quantity and location of sidewalks, curbs, and gutters that need to be constructed, repaired, or reconstructed. The developer shall secure permits to repair or reconstruct the identified sidewalks, curbs, and gutters as necessary along all development street frontages, as required by the Parks and Recreation Department, prior to recording the plat/issuance of any certificate of occupancy permits including temporary certificate occupancy permits for properties adjacent to Parks and Recreation Department jurisdictional streets.
18. The developer shall be responsible for dedication of parkland, private open space in lieu of parkland, or payment of cash-in-lieu of either form of dedication, or any combination thereof in accordance with 88-408. Should the developer choose to pay cash-in-lieu of dedicating all or a portion of the required area, the amount due shall be based upon the 2025 acquisition rate of \$20,065.67 per acre. This requirement shall be satisfied prior to certificate of occupancy. Credits shall be allowed for any area intended for public use, for example set aside for the use as a park, courtyard, leisure, entertainment, or recreational area.
19. Mill Creek Parkway and Ward Parkway are classified as boulevards; therefore, any new developments, façade changes, or additions as listed in the applicability section of 88-323-01-A, shall comply with the parkway and boulevard standards or obtain a deviation or a variance from the Board of Zoning Adjustments prior to obtaining a building permit.
20. The developer shall submit plans to the Parks and Recreation Department and obtain permits prior to beginning construction of streetscape improvements (including but not limited to sidewalks, curbs, gutters, streetscape elements, pedestrian and streetlighting) on the Parks jurisdictional streets and construct improvements, ADA compliant ramps at all required locations where new private drives are being added, or where existing sidewalks are modified or repaired. Such improvements shall be installed per the Parks and Recreation Department standards
21. Any changes to the design of the on-street parking along Mill Creek Parkway or Ward Parkway shall be reviewed and approved by the Parks Board prior to construction.

22. The developer shall submit a streetscape plan with street tree planting plan per 88-425-03 for approval and permitting by the Parks and Recreation Department's Forestry Division prior to beginning work in the public right-of-way.
23. The developer shall ensure that the water and fire service lines should meet current Water Services Department rules and regulations prior to issuance of a certificate of occupancy or change of use.
24. The developer or owner shall provide a flow capacity and pressure comparative analysis of the existing public water mains to the proposed potable water demands. This analysis shall be done for all new buildings or those increased in size or proposing increased water demands. The analysis shall be completed by a Missouri professional engineer and approved by the Kansas City Water Services Department staff prior to final MPD plan submittal. Any changes required to the water distribution system shall be designed per the Kansas City Water Services Department rules and regulations. All water distribution plans shall be designed and under contract (permit) prior to plat recording, or building permit issuance whichever occurs first.

Section C. That the development plan described above is hereby approved with the following deviations from Chapter 88, Code of Ordinances:

1. A deviation to section 88-430-05-C, spillover lighting standards, to permit 1.5 foot-candles at the right-of-way line for building entrances.
2. A deviation to section 88-420-06, parking standards, to permit 2,500 vehicle parking spaces and 250 bicycle parking spaces throughout the subject area.
3. A deviation to section 88-445-08-F.1(a), roof sign standards, to permit roof signs within the MPD District.
4. A deviation to section 88-445-08-C.3, wall sign standards, to permit digital and electronic wall signs within the MPD District.
5. A deviation to section 88-323-02-D.2, boulevard and parkway fencing standards, to permit that all fences shall not exceed 6 ft.
6. A deviation to section 88-445-08.A.1, monument sign standards, to permit monument signs (intra-district sign) with a 0-foot setback from the property line.
7. A deviation to section 88-445-08.A.3, monument sign standards, to permit digital monument signs (intra-district sign) within the MPD district, to advertise uses/businesses within the entire MPD district.
8. A deviation to section 88-420-17-A, loading standards, to permit 0 off-street loading space within the MPD District.

9. A deviation to section 88-445-08-C.4, monument sign location standards, to allow monument signs on non-major thoroughfares.
10. A deviation to 88-323-02-D.2, non-residential development loading standards, to permit delivery and service access along a facade that are facing or visible from a boulevard or parkway.
11. A deviation to the height limit for Block D to allow for a height of 178 feet instead of 45 feet.

A copy of said development plan is on file in the office of the City Clerk with this ordinance and is made a part hereof.

Section D. That the Council finds and declares that before taking any action on the proposed amendment and development plan hereinabove, all public notices and hearings required by the Zoning and Development Code have been given and had.

..end

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I hereby certify that as required by Chapter 88, Code of Ordinances, the foregoing ordinance was duly advertised and public hearings were held.

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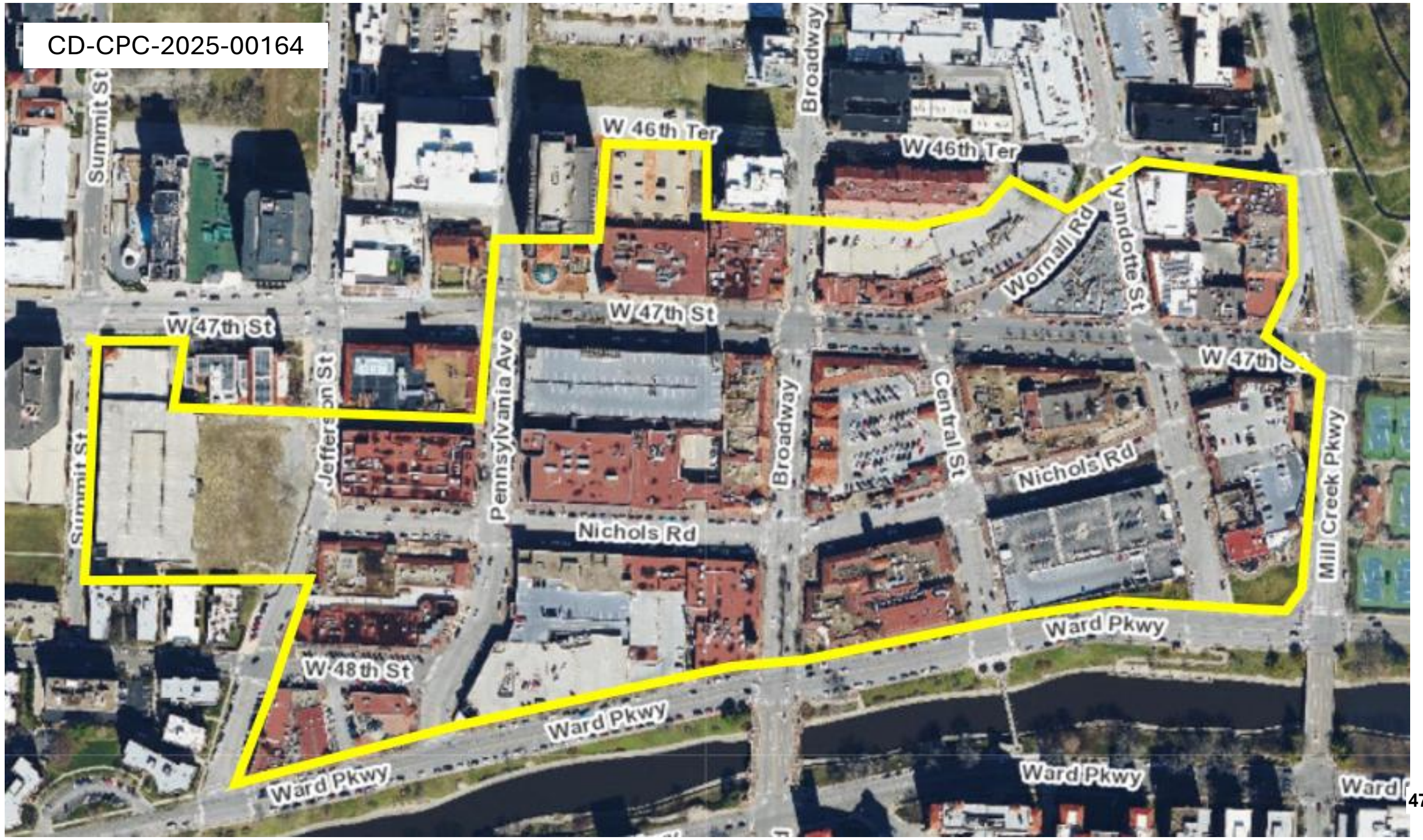
Secretary, City Plan Commission

Approved as to form:

---

Sarah Baxter  
Senior Associate City Attorney

CD-CPC-2025-00164





# COUNTRY CLUB PLAZA MPD

Design Guidelines

## **STATEMENT OF INTENT**

*Originally planned in the early 1920's, the Country Club Plaza was planned by J.C. Nichols as an outdoor shopping center geared towards the automobile. The first shops opened in 1922 with a variety of European architecture style, ornate towers, consistent stucco store fronts with clay tile roofs along with outdoor fountains, sculptures and ornate embellishments. Now regarded as the first outdoor shopping center in The United States. Throughout its 100-year history Country Club Plaza has evolved and adapted as Kansas City grew and developed. Now seen as a regional, if not national treasure, the Plaza must once again evolve while maintaining its unique history and character.*

*This MPD references the Midtown/Plaza Area Plan, adopted by City Council in 2016 as a guiding document providing additional recommendations and codifying many elements of that plan to further protect and enhance elements of Country Club Plaza that have been identified as elements of importance.*

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## **GOALS**

- 1. Create a Dynamic and Activated Public Realm**
  - a. Design engaging public spaces with plazas, outdoor seating, and green spaces that encourage gathering and social interaction.
  - b. Program events, markets, and activations to keep the district lively and attract foot traffic year-round.
- 2. Prioritize Walkability**
  - a. Design safe, vibrant, and accessible streetscape with wide sidewalks, healthy street trees, and pedestrian-friendly lighting.
  - b. Integrate access to public transit, bike lanes, and micro-mobility options.
- 3. Support a Balanced Mix of Uses**
  - a. Curate a mix of local and national retailers, office spaces, and cultural destinations to ensure economic resilience.
  - b. Respond to the market with hotel and residential options.
- 4. Ensure Flexible Development**
  - a. Plan for adaptable buildings that can evolve over time to accommodate future housing, co-working spaces, or new retail concepts.
  - b. Integrate sustainable infrastructure to support long-term resilience.
- 5. Enhance District Identity and Sense of Place**
  - a. Develop a strong branding and wayfinding system that reflects the Country Club Plaza's architectural character.
  - b. Incorporate public art, cultural installations, and experiential design elements of our time that make the district unique.

## APPLICABILITY

This document (“Design Guidelines”) is adopted as part of the MPD Preliminary Development Plan and sets forth certain design guidelines and standards that may vary from the underlying standards and requirements of Chapter 88 - the Zoning and Development Code. To the extent these Design Guidelines are inconsistent with Chapter 88, the provisions of these Design Guidelines, the MPD Preliminary Development Plan and deviations identified in the ordinance approving the MPD Preliminary Development Plans shall apply. The standards provided in these Design Guidelines apply to the MPD District in the following circumstances:

1. New Development: All new buildings constructed within the MPD District.
2. Major Façade Replacements: A Major Façade Replacement to existing buildings shall comply with these Design Guidelines. “Major Façade Replacement” means the replacement of more than 50% of the total building façades for non-Character-Contributing Buildings or 20% for a Character-Contributing Building. Normal maintenance or repairs shall not be required to comply with these Design Guidelines.
3. Signage: All new signage that is visible from the right-of-way and requires a sign permit from the City, shall comply with these Design Guidelines. Normal maintenance or repairs to sign faces or structures shall not be required to comply with these Design Guidelines.

For the avoidance of doubt, the standards provided in these Design Guidelines shall not apply to the MPD District as a result of any the following:

1. Existing Buildings Development: All existing buildings and structures constructed in the MPD District.
2. Remodel or Tenant Finishes: The reconstruction, modification, alteration, or remodeling of a ground floor storefront or the interior of a constructed building that does not qualify as a Major Face Replacement.
3. Change of Use or Occupancy: Changes in Use or Occupancy.

## STREET TYPOLOGIES

Many of the interior streets within County Club Plaza were originally laid out in a more curvilinear manner breaking from the traditional grid layout common throughout Kansas City. This alignment allows slower traffic, unique view corridors, and a sense of place not found in other shopping centers.

As the Country Club Plaza has evolved and increased in density, many streets within and around the district have prioritized vehicular traffic, making them less hospitable to pedestrians and retail activity. As the Plaza enters its next phase of growth, it must reimagine its streets and public spaces—the vital areas between buildings—to better accommodate all users. With a streetcar stop just blocks away, a thriving cycling culture, and a diverse mix of residents, visitors, and office workers, the Plaza’s public realm must be safe, inviting, and seamlessly integrated into the surrounding urban fabric.

The below typology guidelines and depictions provided below are intended to be aspirational and should be viewed as one idea for the MPD District, the boundaries of which are depicted below (the “District”).

**NOTE:** The design standards for the typologies described below are only aspirational standards. These standards do not replace or affect the design standards for boulevards and parkways established by the Kansas City Parks Department.

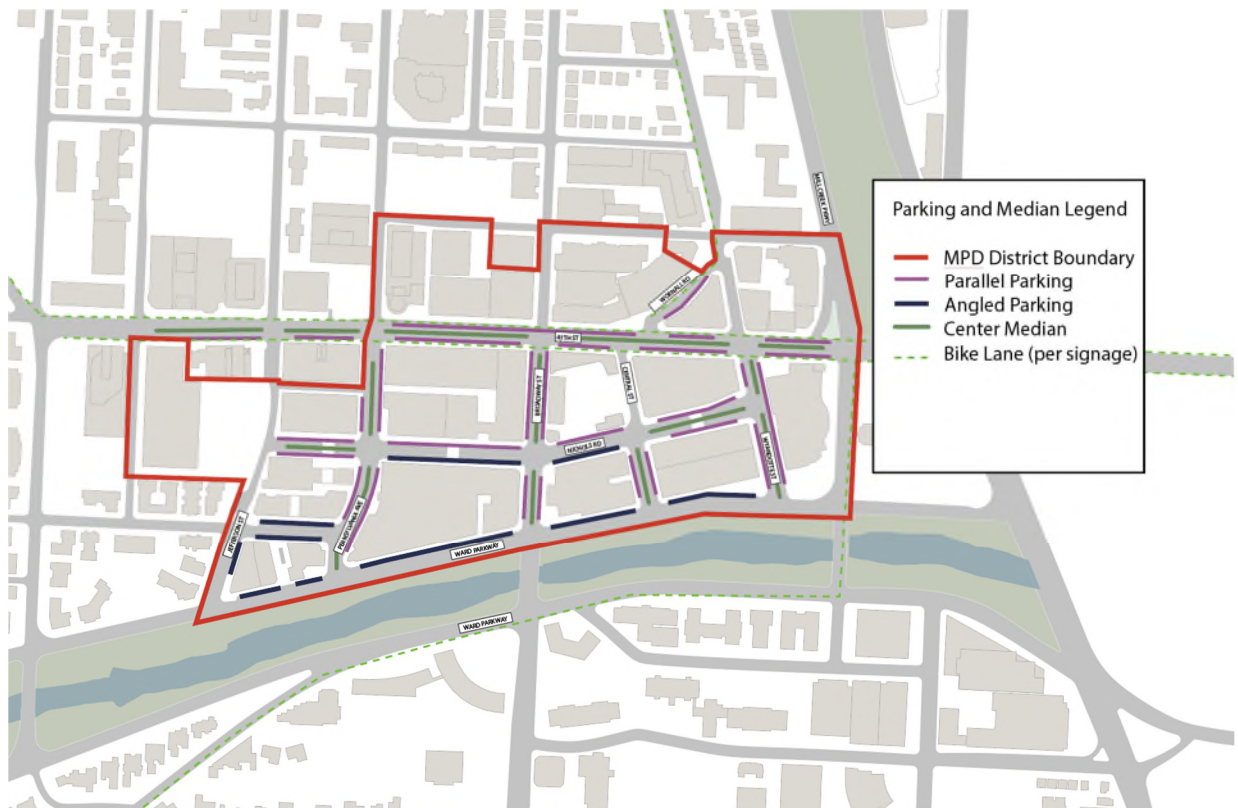


Figure 1- Parking and Bike lanes

## Typology

### Ward Parkway

- Ward Parkway is considered a principal arterial street that serves a broader City-wide vehicular traffic patterns. While Ward Parkway is primarily auto-focused, it should still provide multi-modal options. Using traffic calming measures, street trees, crosswalks and other strategies, these streets can continue to serve important circulation needs while providing pleasant and safe experiences for non-vehicular users.
- General Guidelines
  - Lane Width (11' min)
  - Sidewalk width (7' min)
  - Mobility lanes or markings
  - Healthy street tree canopy
  - Parking (parallel and/or angled)
  - Traffic calming interventions (speed tables, traffic circles, textured pavements, pedestrian flashing units, etc.)
  - Signal controlled intersections where necessary
  - Curb and gutter, and curbless where necessary or desirable
  - Mobility hubs allowable in designated zone within the curb lane

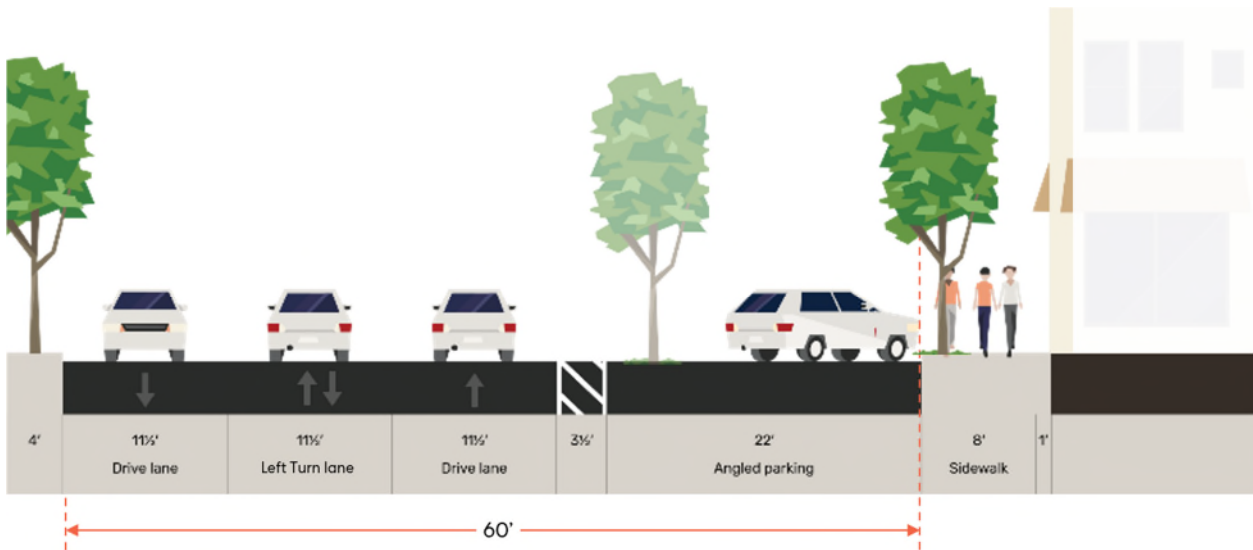


Figure 2- Potential Design for Ward Parkway

## Typology

### W. 47<sup>th</sup> Street and Mill Creek Parkway

- These streets are arterial streets that serve a broader City-wide vehicular traffic pattern. While being primarily auto-focused, they should still provide multi-modal options. With traffic calming measures, street trees, crosswalks and other strategies these streets can continue to serve important circulation needs while providing pleasant and safe experiences for non-vehicular users.
- General Guidelines:
  - Lane Width (11' min)
  - Sidewalk width (7' min)
  - Mobility lanes or markings
  - Street Trees
  - Consistent medians with lighting and amenities
  - Parking (parallel)
  - Traffic calming interventions (speed tables, traffic circles, textured pavements, pedestrian flashing units, etc.)
  - Curb and gutter, and curbless where necessary or desirable
  - Mid-block crossings where necessary or desirable
- Mobility hubs allowable in designated zone within the curb lane

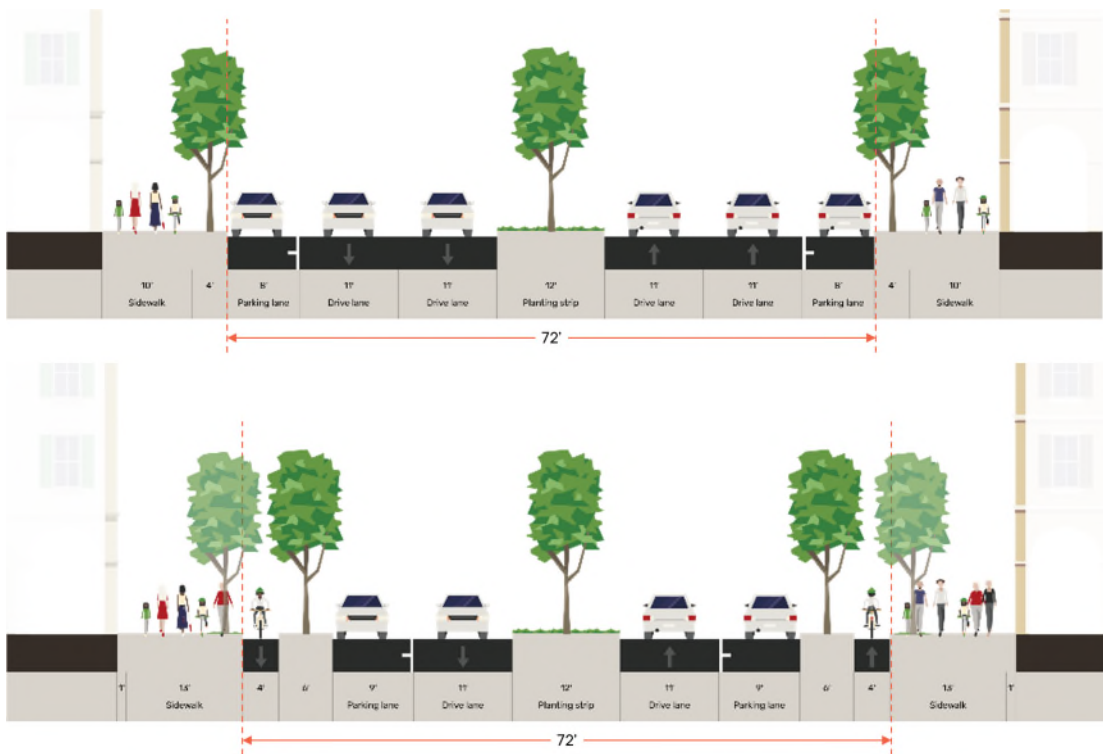


Figure 3- W. 47th Street Existing (Top) and Aspirational (Lower) Sections

## Typology

### Broadway Street

- Broadway Street is a minor collector that connects roads and arterial streets. There is more direct property access and lower speeds compared to the arterial streets.
- General Guidelines
  - Lane Width (11' min)
  - Sidewalk width (7' min)
  - Curb and gutter, and curbless where necessary or desirable
  - Mobility lanes or markings
  - Street trees/medians/enhanced landscaping
  - Parking (parallel or angled)
  - Traffic calming interventions (speed tables, traffic circles, textured pavements, pedestrian flashing units, etc.)

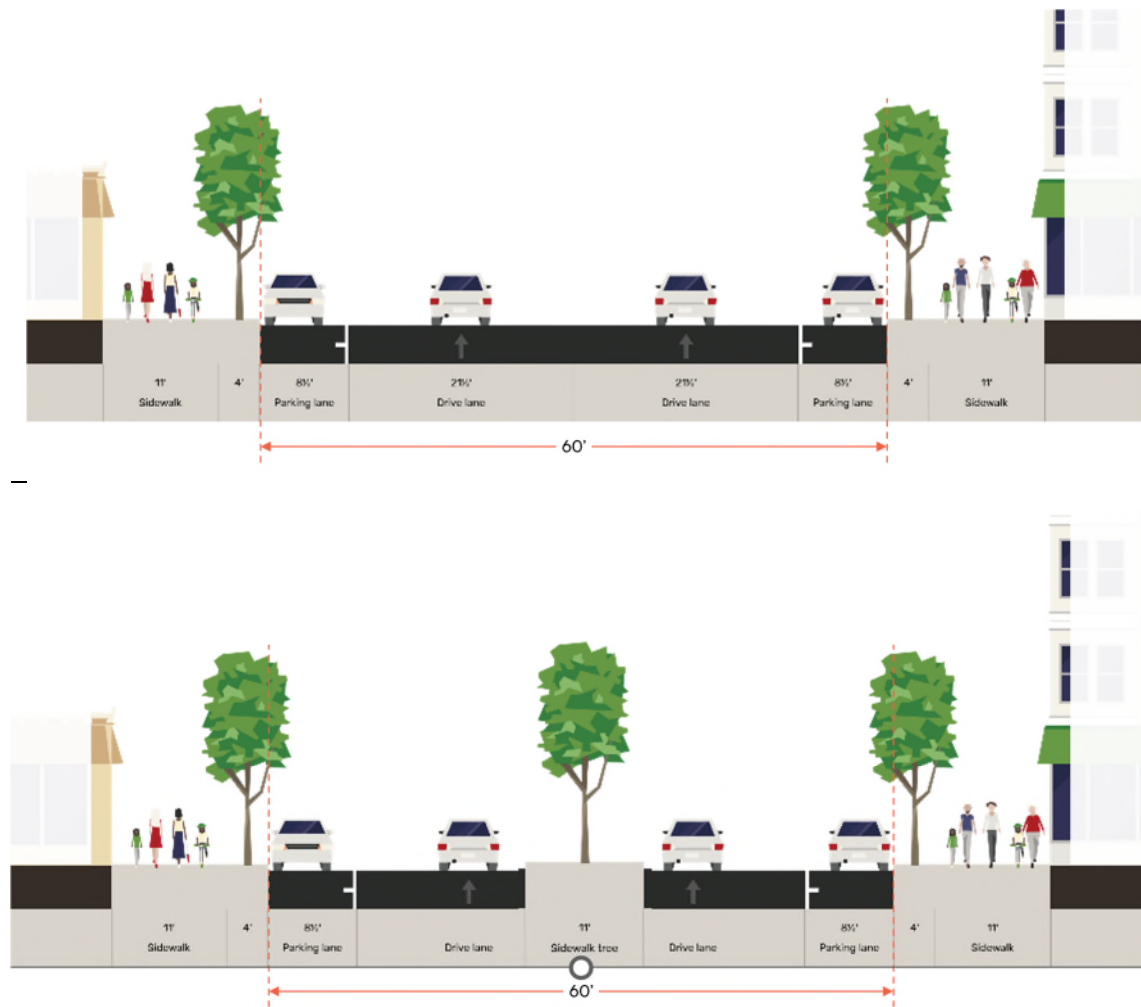


Figure 4- Broadway Blvd Existing (Top) and Aspirational (Bottom) Sections

## Typology

### Pennsylvania Avenue

Pennsylvania Avenue serves district circulation. With slower traffic speeds, this street can become balanced to service more users as non-vehicular users will feel more comfortable experiencing the uniqueness of the Country Club Plaza.

- General Guidelines
  - Lane Width (11' min)
  - Sidewalk width (7' min)
  - Curb and gutter, and curbless where necessary or desirable
  - Mobility Lanes or markings
  - Street trees/medians/enhanced landscaping
  - Parking (Parallel and Angled)
  - Traffic calming interventions (speed tables, traffic circles, textured pavements, pedestrian flashing units, etc.)
  - Non signalized
  - Mid-block crossings where necessary or desirable
  - Traffic circles
  - Mobility hubs allowable in designated zone within the curb lane

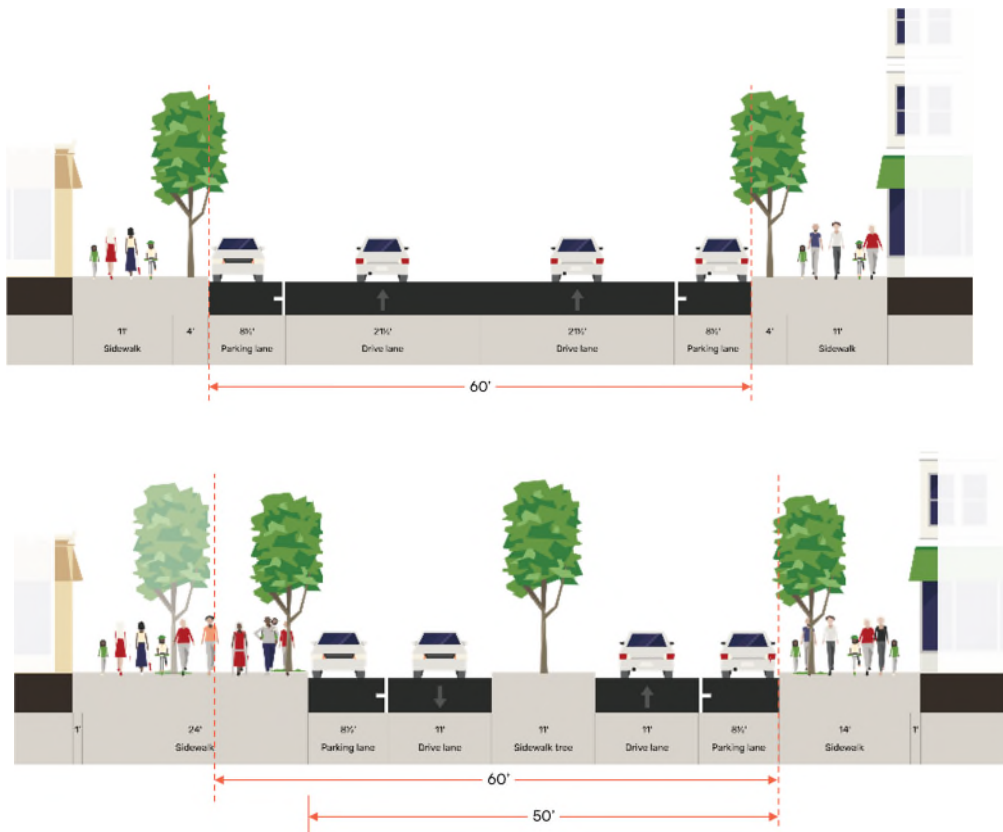


Figure 5- Parking and Median Options

## Typology

### **Jefferson Street, W 46<sup>th</sup> Terrace, and Wyandotte Street**

These streets serve local neighborhood needs with slower traffic speeds, and the non-vehicular users should be equal to the automobile. Vehicular traffic will be slower, creating a walkable comfortable place to circulate, linger and experience the district.

- General Guidelines
  - Lane Width (11')
  - Sidewalk width (7' min)
  - Curb and gutter, and curbless where necessary or desirable
  - Mobility Lanes or markings allowable
  - Street trees/medians/enhanced landscaping
  - Parking (Parallel and Angled)
  - Traffic calming interventions (speed tables, traffic circles, textured pavements, pedestrian flashing units, etc.)
  - Non signalized
  - Mid-block crossings where necessary or desirable
  - Traffic circles
  - Mobility hubs allowable in designated zone within the curb lane

## Typology

### **Central Street, Wornall Rd (spur between W 47<sup>th</sup> St and Wyandotte), W 48<sup>th</sup> Street, and Mill Creek Sliplane**

- These streets serve internal circulation of the District and provide little to no circulation to the surrounding areas. While potentially carrying or serving vehicular circulation, they can be considered for full closure to vehicular traffic. There will be dedicated to loading and access, allowing the reorganization of service needs of The Plaza.
- General Guidelines
  - Lane Width (11')
  - Sidewalk width (7' min)
  - Curb and gutter, and curbless where necessary or desirable
  - Street trees/medians/enhanced landscaping
  - Parking (parallel and angle)
  - Traffic calming interventions (speed tables, textured pavements, pedestrian flashing units, etc.)
  - Mid-block crossings where necessary or desirable
  - Enhanced pedestrian spaces

## Typology

### Nichols Road

- Nichols Road is a pedestrian-prioritized street that serves as the traditional retail High Street. With only providing internal circulation, this street can be considered for full closure to vehicular traffic with restricted loading zones and times.
- General Guidelines
  - Lane Width (11')
  - Sidewalk width (7' min)
  - Curb and gutter, and curbless where necessary or desirable
  - Street trees/medians/enhanced landscaping
  - Parking (parallel and angle)
  - Traffic calming interventions (speed tables, textured pavements, pedestrian flashing units, etc.)
  - Mid-block crossings where necessary or desirable
  - Traffic circles
  - Enhanced pedestrian spaces

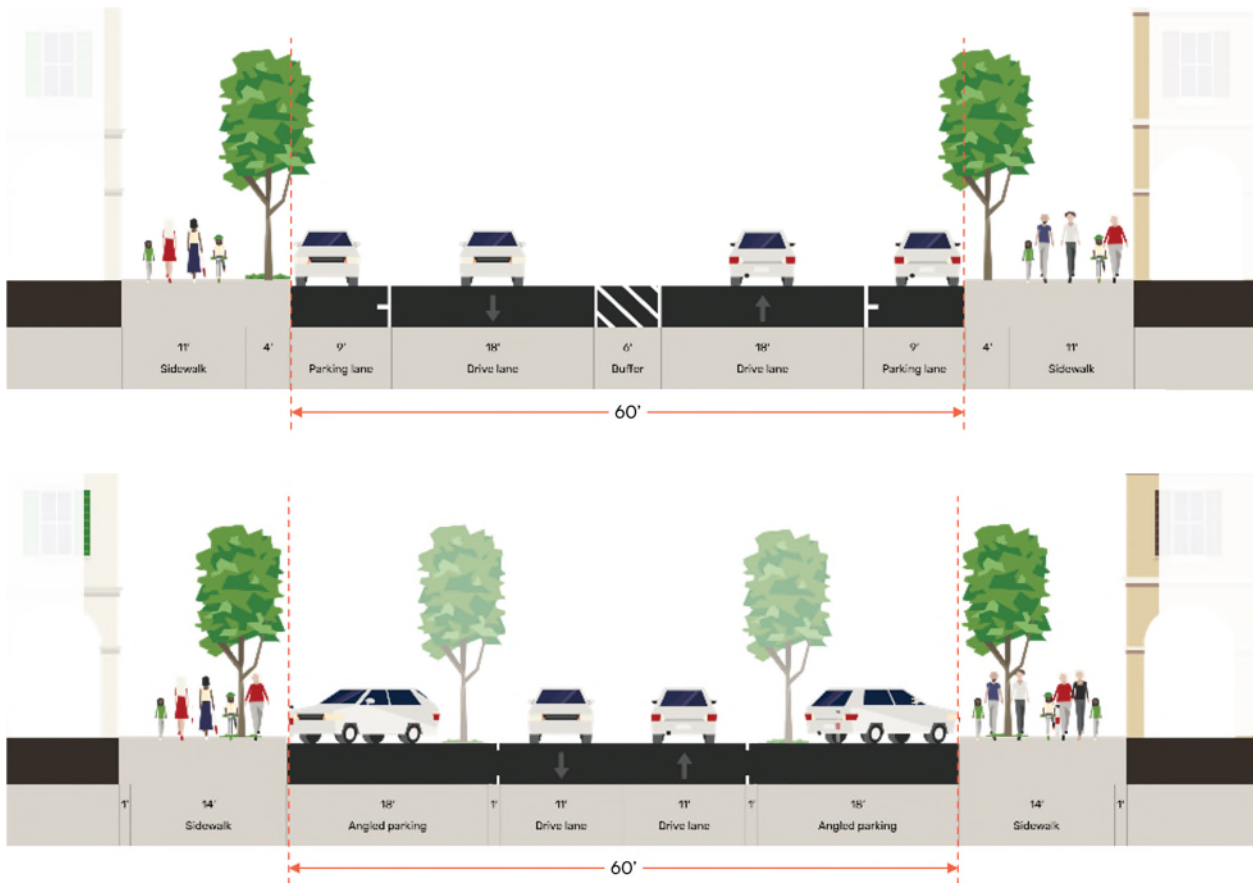


Figure 6- Existing and Proposed Nichols Road (please note that angled parking will be on south side only)

## **PUBLIC REALM**

Originally designed as a vehicle-oriented shopping center, the Country Club Plaza lacks a cohesive and vibrant public realm, with inconsistent sidewalks and underutilized public spaces. As the Plaza continues to evolve alongside the changing needs of the city and region, creating a stronger, more dynamic, and pedestrian-friendly environment is essential. With significant new density surrounding the District, more visitors and residents are walking, biking, and using alternative transportation to access and navigate the Plaza. To support this shift, public spaces must be reimaged—integrating sidewalk dining, public art, gathering areas, and unique experiences that encourage walkability and enhance the Plaza’s identity as a lively, people-centered destination.

### **Recommendations/Strategies**

- **Prioritize Pedestrian and Multi-Modal Infrastructure**
  - Enhance sidewalks and use high-quality materials to create a more inviting streetscape.
    - Sidewalk dining/store activation zone
    - Pedestrian clear zone
    - Amenity zone (signpost, bike parking, light standards, flower pots, benches, trash receptacles, etc.)
  - Improved crosswalks.
  - Expand bike infrastructure.
  - Add wayfinding signage to help people navigate by foot and bike.
- **Activate Public Spaces with Placemaking**
  - Create pocket parks and plazas by repurposing underutilized spaces.
  - Encourage outdoor dining and retail spillover to bring energy to sidewalks.
    - Sidewalk vending is allowed for sale of merchandise by adjacent tenant
    - Outdoor retail is acceptable when maintaining 5’ minimum pedestrian circulation
  - Incorporate public art and murals that celebrate the district’s culture.
  - Install interactive elements, such as enhanced with sculpture, fountains, street trees and flowers.
- **Foster a Unique Plaza Experience**
  - Host seasonal events and markets to keep public spaces active.
  - Encourage a mix of local and national retailers to enhance diversity in shopping and dining.
  - Incorporate historic and cultural storytelling through signage and design elements.
    - Sculpture, art, etc.
    - Wayfinding signage (digital and static)
    - Lighting projections both on ground plane and vertical surfaces (3D digital mapping, etc.)
- **Material Design Standards**
  - Consistent lighting.
    - Roadway, pedestrian, landscape, building façade
    - Footcandles, color temperature, fixture style and pole style appropriate for each street typology and plaza

- District-character paving patterns.
  - Sidewalks should be designed to provide walkability and enhance the public realm in and around the District in a cohesive manner throughout the District. The sidewalks should be improved with high-quality materials to provide and enhance the sense of place within the District.
- District-specific landscaping.
  - Landscaping should be improved with high-quality materials to provide and enhance the sense of place within the District.
- District-specific trash receptacles, benches, bike racks, etc.
  - Site furnishings should be improved with high-quality materials to provide and enhance the sense of place within the District.



*One of the few public spaces within The Plaza*

## **BUILDING STANDARDS**



The Country Club Plaza's initial design standards drawing on Spanish/Mediterranean architectural revival styles and materials created an immediate and unique identity.

Below are some aspirational design elements that draw upon the Spanish Mediterranean architectural revival style seen around the Country Club Plaza. Over time, through building renovations and additions, the overall character of some structures in the District no longer adds to the historic architectural style. It is important that as buildings in the District are renovated, and/or when new structures are added, the original architectural style of the Country Club Plaza is honored and enhanced. Future developments should have a goal to incorporate these types of elements into the structures. For the avoidance of doubt, it is understood that some structures in the District will not incorporate some or all of these elements in the final design. Developments within the District are encouraged to incorporate these elements where possible, provided that the Transparency Standards and Permitted and Secondary Material List set forth below are required.

### **Roofs and Rooflines:**

**Form:** Consider complementary roof forms similar to existing roof forms of the surrounding buildings or other buildings in and around the Country Club Plaza, which include, but are not limited to, flat and low-pitch hip roofs. Vertical elements such as bell towers, domes, or dormers protruding from the roof surface may be used to create visual interest and hierarchy.

**Features and Details:** Consider additional architectural elements and ornamentation along the roofline that comply with the Spanish-Mediterranean style such as shaped parapets, balustrade parapets, cornices, decorative tile, brick capping, finials, and corbels.

**Materials:** Consider pitched roofs that follow the Spanish-Mediterranean barrel or mission-style clay tiles in warm tones (red, orange, brown).

### ***Examples of Roofs and Rooflines***

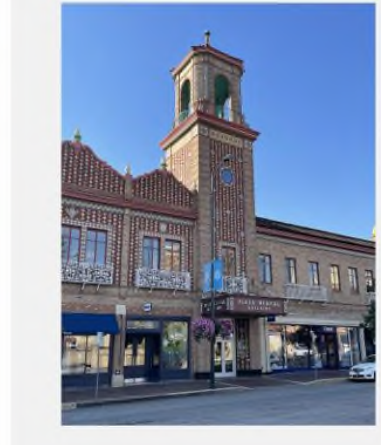


### **Facades and Exterior Walls**

**Materials:** Complementary to the existing principal wall materials of surrounding buildings and other buildings in and around the Country Club Plaza, which include, but are not limited to, stucco and brick, augmented by glazed tiles and terra cotta ornamentation. Consider framing or highlighting storefront display windows and entrances emulating the existing smooth-faced limestone surrounds. Appropriate colors include various tones of buff brick, light-to-medium neutral and warm earth tones on stucco and painted walls, and bolder colors for glazed tile including blue, green, yellow, and red.

**Features and Details:** Consider wrought iron balconies, lanterns and window grills, wood or iron cantilevered balconies, balconettes and window grills, exposed rafters and brackets, arched arcades, and square bell towers, cupolas and domes

**Articulation:** Horizontal façade articulation should consider following a tripartite composition (expressing the base, middle, and top of the building) with cornices or material changes, where possible or desirable. Consider vertical façade articulation, which can be achieved with pilasters or other vertical reassesses and/or extrusions.



## Windows

Windows are a major component contributing to the overall character of the Country Club Plaza, not only illustrating the architectural style, but creating a transparent, safe, and exciting pedestrian shopping experience. Along the sidewalks, storefronts should consider providing consistent visual and physical views into the restaurants and shops. The upper stories of buildings should consider a variety of framed punched windows (including casement, sash, and picture windows) occurring at a regular frequency to create rhythm along the facade.

- Punched windows on upper floors should consider being recessed to show masonry thickness and with an overall vertical appearance, whether rectangular or arched.
- Storefronts may range in style from a series of large punched display windows, to bays of glass storefront systems, to traditional bulkhead style storefronts with transoms.

### *Examples of Windows Styles*



Example 1: Storefront windows at street level with punched windows on upper floor



Example 2: Modern example of punched windows



Example 3: Bulkhead style storefront with signboard and recessed entry



Example 4: Large punched retail display windows at street level



Example 5: Large, punched retail display windows at street

## Entrances

Prominent and ornate retail entrances and other grand building entrances are important elements contributing to the character of the Country Club Plaza. Consider maintaining a variety of building entrances that can enhance the architectural character of the District.

- Customer entries to individual retail storefronts should be oriented towards the streets, roads, boulevards, sidewalks, courtyards, or other areas directly accessible by pedestrians.
- Corner entrances can be used on prominent street corners or buildings with two primary facades.

### *Examples of Entrances*



Example 1: Retail entrances on primary façade with direct access to sidewalk. Secondary entrances and service access are less prominent or visible from the sidewalk.



Example 2: Retail entrance on prominent street corner



Example 3: Corner retail entrance with high level of transparency

## Courtyards and Sidewalks

Courtyards and sidewalks can be used to support dining, residential, and retail uses, as well as public gathering areas. Courtyards may occur on block corners or framed by an adjacent building on one or more sides with entrances to shops and restaurants directly from the courtyard. The street edge may be semi-enclosed by low walls and landscaping. Courtyards may also occur mid-block but should have a high level of visibility and accessibility from the sidewalk.

Retain existing significant fountains, sculptures and artwork in public space, either in the existing location or other public spaces. The applicant in partnership with City staff shall perform a survey and identify existing fountains, sculpture and artwork that are significant features within a year of the adoption of the MPD.

**Examples of Courtyards**



Example 1: Retail courtyard with fountain and public art



Example 2: Restaurant courtyard with fountain

**Parking Lots and Structures**

Access: Access to parking lots or structures from the street, road, boulevards, and parkways may incorporate overhead doors, gates, or other controlled access devices that are integrated with the overall design and should not unnecessarily impede access to or from the pedestrian areas. Parking lots and structures should consider the size, number, and frequency of parking garage entrances to reduce the disruption to pedestrian and vehicular flow.

Form: Consider consistent sidewalk grade at vehicular entrances to prioritize the pedestrian right-of-way over vehicles and other visual cues to improve safety at garage entrances such as lighting and special material treatment of crossing. Upper floors of parking structures should disguise and conceal parked vehicles, when possible.

**Permitted and Secondary Materials List Required for Primary Facades:**

The Primary Façade of new buildings constructed within the District shall be comprised of the primary materials (PM) and secondary materials (SM) listed below.

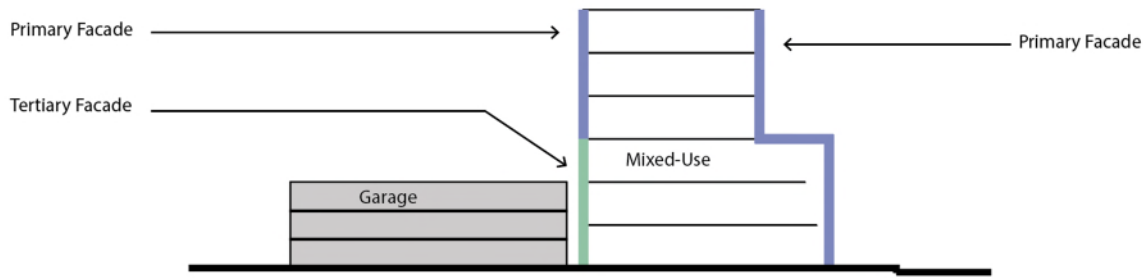
Tertiary Facades shall not be limited to the materials listed in the following table.

| MATERIAL | FACADE       |                        |
|----------|--------------|------------------------|
|          | HEIGHT       |                        |
|          | Ground Floor | Second Floor and Above |
| BRICK    | PM           | PM                     |
| STONE    | PM           | PM                     |

|  |    |    |
|--|----|----|
| CAST STONE                                     | PM | PM |
| FAÇADE GLASS                                   | PM | PM |
| TERRA COTTA                                    | PM | PM |
| TILE   | PM | PM |
| CONCRETE                                       |    |    |
| Cast-in-place concrete - smooth/no texture     | SM | SM |
| Cast-in-place concrete - textured or patterned | SM | SM |
| Pre-cast concrete                              | SM | SM |
| STUCCO   | PM | PM |
| METAL  | SM | SM |
| WOOD   | SM | SM |
| FIBER CEMENT                                   |    |    |
| Fiber cement panels                            | SM | SM |
| Fiber cement clapboard siding                  | SM | SM |
| GLASS:   |    |    |
| Glass Block                                    | -  | SM |
| Glass (translucent, transparent, or tinted)    | PM | PM |
| Glass (mirrored or opaque)                     | SM | PM |
| Façade Glass                                   | PM | PM |
| Other Transparent Materials                    | PM | PM |

PM – Primary Building Material – Materials that comprises a major component of the visual makeup of a Primary Façade, with a total of all Primary Materials encompass at least 51% of the Primary Façade and a goal for the total of all Primary Materials to encompass 60% of a building’s Primary Façades.

SM – Secondary Building Material – A material that is used to comprise the remaining area of a building’s Primary Façade.



Primary Façade – A façade of a structure (or that portion thereof) that is not a Tertiary Façade.

Tertiary Façade – A façade of a structure (or that portion thereof) that (a) is not easily visible from a public street or public sidewalk abutting to the property line, or (b) is within 25' of another structure.

# Transparency Standards



Figure 7- Primary and Secondary Street Transparency

The existing structures in the District have a wide range of transparency that has evolved as structures have been renovated and uses changed. The classical architecture of the Country Club Plaza must be respected and balanced by transparency. With some structures spanning several blocks or fronting multiple streets, transparency must be maintained while balancing the needs of the existing and proposed structures and uses. Buildings within the District are discouraged from being primarily comprised of façade glass. Using the street classifications allows higher transparency along primary streets and provides flexibility for less transparent frontage on minor collector and local streets.

Maximum Façade Glass: The façade glass on any one façade of a building shall not exceed 80% of the entirety of such façade.

| STREET NAME             |                | Ground Floor Transparency (Min. Avg.) | Second Story and Above (Min. Avg.) |
|-------------------------|----------------|---------------------------------------|------------------------------------|
| 47 <sup>TH</sup> STREET | Primary Street | 50%                                   | 15%                                |
| NICHOLS ROAD            | Primary Street | 50%                                   | 15%                                |

|                          |                  |     |     |
|--------------------------|------------------|-----|-----|
| WARD PARKWAY             | Primary Street   | 50% | 15% |
| MILL CREEK PARKWAY       | Primary Street   | 50% | 15% |
| 46 <sup>TH</sup> TERRACE | Secondary Street | 35% | 15% |
| SUMMIT STREET            | Secondary Street | 35% | 15% |
| JEFFERSON STREET         | Secondary Street | 35% | 15% |
| PENNSYLVANIA AVENUE      | Secondary Street | 35% | 15% |
| BROADWAY STREET          | Secondary Street | 35% | 15% |
| CENTRAL STREET           | Secondary Street | 35% | 15% |
| WYANDOTTE STREET         | Secondary Street | 35% | 15% |
| WORNALL ROAD             | Secondary Street | 35% | 15% |

### **Primary Street**

The first story façades of one or more buildings within the same block fronting along a Primary Street shall collectively consist of at least 50 percent transparent materials. Windows and permeable materials must allow for viewing of the interior of the space, and should include product displays or other visually appealing views. The second story façades of one or more buildings within the same block fronting along a Primary Street shall collectively consist of at least 15 percent transparent materials. For the avoidance of doubt, no single building or development shall be required to provide transparent materials in excess of the minimum percentages listed above and no façade of a single building along a Primary Street shall be required to meet these minimum transparency standards for the entire block frontage.

### **Secondary Street**

The first story façades of one or more buildings within the same block fronting along a Secondary Street shall collectively consist of at least 35 percent transparent materials. Windows and permeable materials must allow for viewing of the interior of the space, product displays or other visually appealing views. The second story façades of one or more buildings within the same block fronting along a Secondary Street shall collectively consist of at least 15 percent transparent materials. For the avoidance of doubt, no single building or development shall be required to provide transparent materials in excess of the minimum percentages listed above and no façade of a single building along a Secondary Street shall be required to meet these minimum transparency standards for the entire block frontage.

**Transparency Calculation:** MPD Final Development Plans shall provide the percentage of transparency for the proposed structure. If the proposed structure will provide less than the minimum amount of transparency, then such MPD Final Development Plan should include a

plan describing (i) how the proposed structure and the existing developments along the block satisfy the transparency requirements, (ii) why additional transparency on the proposed structure would not compliments the existing structures, if no future development is anticipated, or (iii) how the anticipated future development of such block will satisfy the minimum transparency requirement. For the avoidance of doubt, the total square footage of the façade used to calculate the percentage of transparency shall not include any portion of the façade or building that is comprised of any tower, fountain, parapet, or other decorative or ornamental architectural feature or elements connected to or embedded within such façade. Any façade adjacent to and facing an intersection of two streets shall be considered a part of the façade along the Primary Street for the purposes of calculating transparency.

**Transparent Materials:** The following materials shall be considered transparent for the purpose of calculating the percentage of transparency: (i) glass (including translucent, transparent, tinted, facade, and opaque), (ii) pierced or latticed facades (which shall include both the void spaces of the façade and any internal supporting structure), (iii) ornamental metals and wood pillars, and (vi) other similar materials.

## Building Awnings

Awnings were traditionally used throughout the Country Club Plaza providing protection from the elements while giving visual interest. Awnings shall be complimentary to the existing architectural style of the Country Club Plaza and not visually detract from or conflict with approved building materials within the District.

- Minimum vertical clearance from ground plane must be 8’.
- Awnings may be complemented with tenant and or building identification signage.
- Awnings may be internally lit projecting light onto the sidewalk/right of way or building.
- Awnings can extend to curb line, subject to permitting.
- Awnings may be constructed out of any primary building material or canvas or cloth rated for outdoor use.
- Awning material and design should be of similar architectural style and materiality of the building they are attached to and the overall district.



*Variety of Awnings Throughout the District*

## **FENCING, LANDSCAPING & SCREENING**

Fencing: Fencing is permitted and shall complement the primary and secondary materials complementary to adjacent buildings/structures. Barbed-wire, razor wire, metal sheeting, and galvanized chain-link are prohibited. Ornamental fencing along a boulevard or parkway should be 80% transparent, constructed of high-quality materials, and not exceed a height of 6 feet.

### Landscaping and Screening:

Each MPD Final Development shall provide a landscaping plan providing landscaping to enhance the proposed development. The general landscaping requirements of §88-425 are general guidepost for the landscaping to be provided with the goal to meet or exceed those requirements. However, it is contemplated that future developments in and around the District may not be able to meet all of the requirements of §88-425. To the extent the landscaping plans do not meet the requirements of §88-425, the applicant for the MPD Final Development Plan shall identify the minimum cost of the additional landscaping that would otherwise be required to be in compliant with §88-425 and either (i) pay such amount as a payment in lieu of landscaping to the Capital Improvement Sales Tax Fund-Tree Planting, per §88-425-13-D-15 or (ii) apply such amount to enhance landscaping improvements in another location within or around the District.

Dumpsters, grease containers and other similar items must be either placed (i) behind building or within the façade, (ii) located in off street parking/loading areas screened from view of public right of ways, or (iii) screened from view of public right of ways. Screening material shall complement the primary and secondary materials complimenting adjacent buildings/structures.

Utilities equipment located on street level shall be screened from view of public right of ways, painted in similar colors to surrounding buildings, or placed behind or within the structure it serves. Convex mirrors, security cameras, or other approaches may be used to provide additional visibility in areas screened by non-transparent mediums that also present a security concern.

## **PARKING & LOADING**

### **Parking**

Country Club Plaza is viewed as a mixed-use district with many parking garages located throughout the area. Any new off-street permanent parking of vehicles shall be (i) located in a parking structure, (ii) located within a building with a facade that is similar in appearance or complimentary to the facades of surrounding buildings, or (iii) screened from view of and not within 5 feet from the public right of ways.

### **Loading**

Valet is allowed in the street and parking lanes, subject to City code of ordinances required permit, if any. Commercial loading and unloading are permitted in streets and right of ways. Any off-street loading spaces should be at least 10 feet wide and 25 feet long unless off-street loading will involve the use of semi-tractor trailer combinations or other vehicles in excess of 25 feet in length, in which case the minimum size of a space is 12 feet by 60 feet.

See MPD Preliminary Development Plan for the total number vehicular and bike parking spaces to be provided throughout the District.

## **FORM**

The built form of the Country Club Plaza has undergone waves of change over time. Many properties today reflect this historic evolution and help define the unique architectural character of the Country Club Plaza. As the area continues to grow and evolve, care must be taken to preserve the character and history of key buildings while introducing new development that complements and strengthens the district as a whole.

### **Character-Contributing Facades and Architectural Elements**

- Displays visual qualities and architectural features that contribute to the established character and identity of the Country Club Plaza including mass, scale, proportion, façade articulation patterns, and overall alignment in relation to neighboring buildings.
- Utilizes façade and roof materials that are clear, intact, high quality original or period-appropriate materials that contribute materially to the Plaza’s architectural identity with consistent with the color, dimension, architectural rhythm, and relief of Spanish/Mediterranean architectural revival styles, such as stucco, buff brick, smooth limestone, clay barrel roof tiles, glazed tile, decorative plaster, carved stone, tilework, and wrought iron. Façade with a continuous architectural rhythm – such as consistent parapet heights, storefront proportions, window spacing, or materiality-across a block.
- Features architectural details and elements consistent with the Spanish/Mediterranean revival styles such as articulated building elements (vertical and horizontal), arches, balconies, terracotta surfaces, bell towers, cupola domes, ornamental cornices and parapets, and landscape features such as fountains, sculptures, and courtyards.

The character-contributing architectural elements in the District are essential components defining the identity of this special place and should be guide for future development.

### **Existing: Retain and Preserve**

Character Contributing Facades and Architectural Elements as shown on the Character Contributing Facades and Architectural Elements Map and the Table 1 identifying blocks with Character Contributing Facades and Architectural Elements shall either be (i) retained and preserved with respect to the preservation principles set forth below, or (ii) subject to the demolition review process under §88-586.

- New additions, exterior alterations, or significant related reconstruction should avoid, when possible, destroying those original architectural elements and features that contribute to the historic areas that characterize a property and the District as a whole.
- Interior alternations of character-contributing facades to improve the usability and function of the buildings are encouraged while preserving the façade. However, facadism is strongly discouraged – that is, the complete demolition of a building interior and or construction of an entirely new building behind the preserved façade.
- Some exterior alterations to Character Contributing Facades and Architectural Elements are generally needed to ensure continued or new uses, however the destruction of original elements or features should be avoided, when possible.

- When possible, deteriorated historic materials and features should be repaired rather than replaced. Where the severity of the deterioration requires replacement of a distinctive feature, the new feature should match the old in design and other visual qualities.
- Replacement of substantially modified, non-original or severely deteriorated materials on a character-contributing façade is acceptable when the replacement follows the design guidelines and/or follows the original architectural language and detailing of the building.
- Deconstruction, reuse or salvaging of some character contributing elements and materials from the façade and other architectural elements of a structure is required when a structure is to be demolished and is identified by Character Contributing Facades and Architectural Elements Map and the Table 1. A MPD Final Development Plan providing for the removal of a substantial portion of identified Character Contributing Facades or Architectural Elements, shall (i) identify the existing building's character contributing elements and or materials of the Façade as well as any Architectural Elements, and (ii) identify what elements or materials of the Character Contributing Façade and or Architectural Elements to be either (a) reused or incorporated into the new development or (b) otherwise salvaged for potential future use in the District.

### **New Construction**

New construction includes additions, Major Façade Replacement, buildings erected on vacant ground, or replacement buildings. New construction should be visually compatible with the existing built environment as defined in the Spanish/Mediterranean architectural revival styles and design guidelines contained herein. Within this context, contemporary treatments or variations of these features are encouraged. The use of contemporary materials should have the appearance of the existing dominant materials found in the Country Club Plaza.

See MPD Preliminary Development Plan sheets for Character Contributing Facades and Architectural Elements Map and the Table 1 identifying blocks with Character Contributing Facades and Architectural Elements.

## **HEIGHT**

See MPD Preliminary Development Plan for height standards.

## **USES TABLE**

See MPD Preliminary Development Plan for Use Table.

## **LIGHTING**

The District is committed to creating a safe, welcoming environment for shopping and dining. Thoughtful lighting plays a vital role in shaping how patrons experience the district, and all design will adhere to IES best-practice standards for retail environments. Photometric plans to be provided with the MPD Final Development Plans.

See MPD Preliminary Development Plan for Lighting Standards.

# **SIGNAGE**

## **Purpose & Vision**

These signage guidelines are established to ensure a visually cohesive, pedestrian-friendly, and vibrant urban retail street environment. The standards aim to enhance the character of the District while maintaining safety, accessibility, and aesthetic appeal. All signage should follow the general guidelines below and any other sign permitted by §88-445 not otherwise prohibited by these Design Guidelines.

## **General Signage Principles**

- Signage should be legible and well-maintained.
- Materials, colors, and lighting should complement the architectural character of the Country Club Plaza.
- Signs should be designed with the purpose of promoting retail and street activity while enhancing the pedestrian experience.
- Signs should not cover or obscure architectural features of buildings.

## **Signs**

- **Tenant Signage:** For each tenant, one wall sign or marquee sign per façade; and one projecting sign per tenant with customer entrance are permitted, covering a maximum of 10% per tenant elevation.
  - Projecting signs should be oriented to pedestrians passing on the sidewalk in front of the building.
  - A minimum vertical clearance of 8 feet along pedestrian areas is required.
  - A projecting sign mounted perpendicular to a building wall shall not exceed 12 SQFT in area; if mounted radially from a building façade, it shall not exceed 24 SQFT in area.
  - Lettering or signage placed on awnings or canopies are permitted and shall be considered ancillary (i.e., not be subject to the maximum number of signs permitted).
- **Composition and illumination:**
  - Box signs attached flat against the façade of a building are not permitted for Tenant identity signage.
  - Projecting and blade signs are permitted.
  - Signs may include digital or electronic components.
- **Window & Door Signs:** Opaque window signage should not exceed 15% of the total window area.
- **Sidewalk Signs:** Sidewalk signs such as a-frames or moveable signs are allowable.
  - Limited to one per business and placed within 12” of building and directly in front of the storefront.
  - Must be placed only during business hours.
  - Must allow 5’ of horizontal clearance for pedestrians.
  - Size may not exceed 2.5 feet wide and 4 feet tall.
- **Roof Signs:** Roof signs shall be die cut and/or channel letter signs. Roof signs are permitted on buildings if the top of the highest portion of the roof is at least 30 feet above grade. Roof

signs shall not be constructed of wood. Supporting structure must be kept minimal and comply with all engineering requirements.

- **Intra-District Signs:** Notwithstanding any other provision of the Code or these Design Guidelines, static or digital signs shall be permitted throughout the District to advertise, promote, or otherwise communicate any commercial message of a business, event, commodity, service, activity, or product sold, conducted, or offered by a business within the district or event sponsor. Intra-district signs may be any type or size of sign allowed in the District. Intra-district signs shall have the consent of the landowner. Intra-district signs should not exceed 2 signs per street frontage.

### **Temporary, Event, Streetscape and Wayfinding Signage**

- Temporary signs are permitted.
- Event signs are permitted.
- Interim signs are permitted.
- Street pole banners are permitted and may utilize logos of tenants or other commercial entities located within or outside of the District.
- Monument signs are permitted for District identity and intra-district sign purposes.
- Incidental and wayfinding signage are permitted in the District.
  - They shall be consistent in look, character and feel.
  - Tenant names are allowable on wayfinding signs however names shall be in a uniform and consistent typeface and color with no use of tenant logos.
  - Ground plane signage is allowable for wayfinding purposes.

### **Prohibited Signage**

- Upper story window signs may not be permitted.
- Monument signs for tenants are not permitted
- Plastic box signs are not permitted .

### **Sign Lighting**

- External lighting (e.g., gooseneck lamps, downlights) is preferred over internal illumination.
- Back-lit, halo-lit illumination, or reverse channel letters with halo illumination are permitted to convey a subtle and attractive appearance.
- Warm, non-glaring light sources should be used to maintain a welcoming atmosphere.
- Flashing, blinking, strobe, or color-changing lights are strictly prohibited.

### **Art, Digital Art & Projections**

- Art installations shall be allowed in the District. For the avoidance of doubt, Art shall be defined as anything without a commercial message.
- Digital projections may be permitted for temporary artistic installations or cultural events and only projected onto private property.

### **Installation, Maintenance & Compliance**

- To minimize irreversible damage to masonry, when possible, mounting and supports shall be inserted into mortar joints and not into the face of the masonry. This technique does not damage the surface and allows for easy removal.
- **Visible raceways and transformers shall be prohibited.** Sign installation details should clearly indicate the location of transformer and other mechanical equipment.
- Mounting hardware and brackets, specifically for projecting signs, must be attractive and integral part of the sign design.

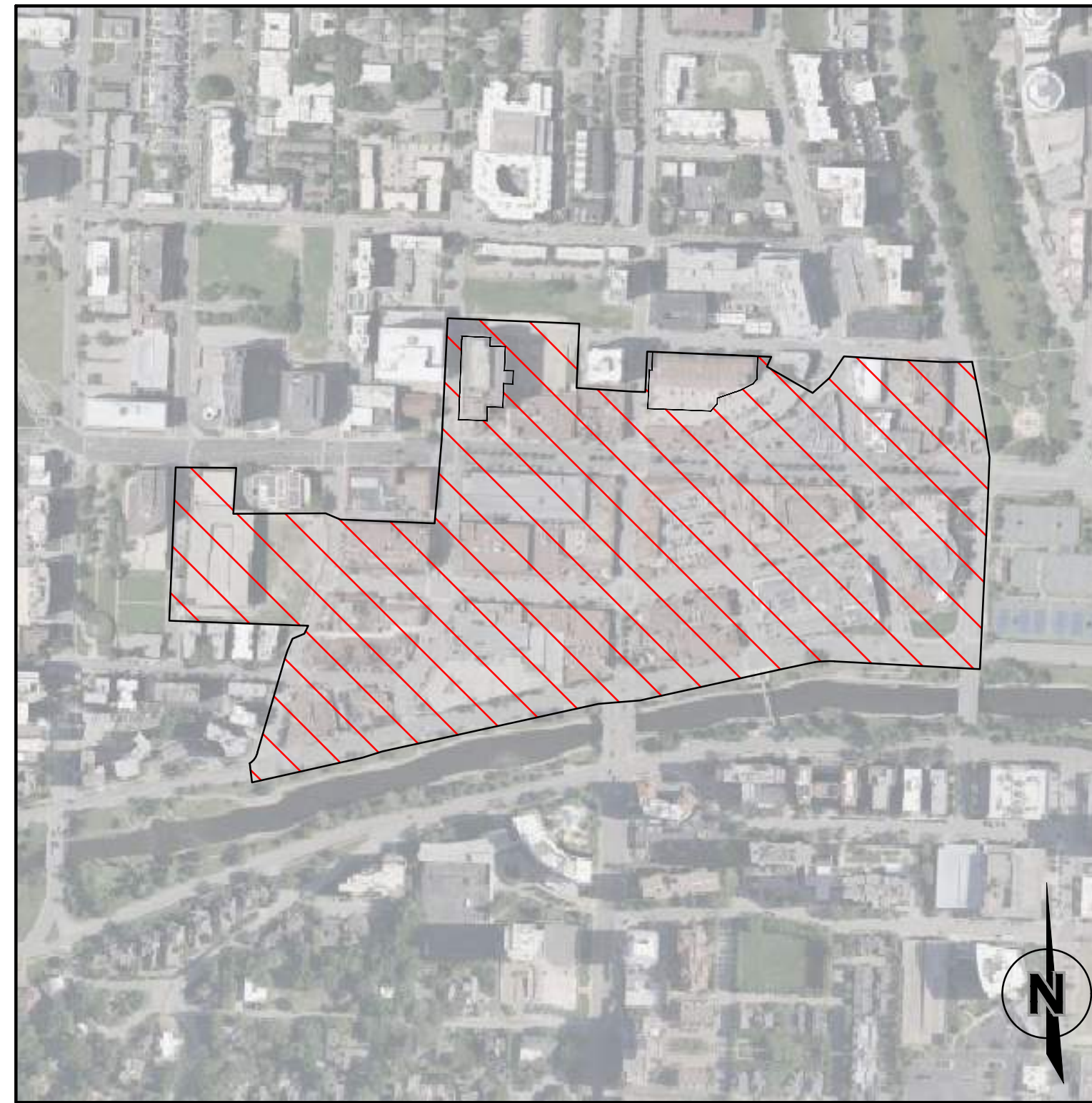
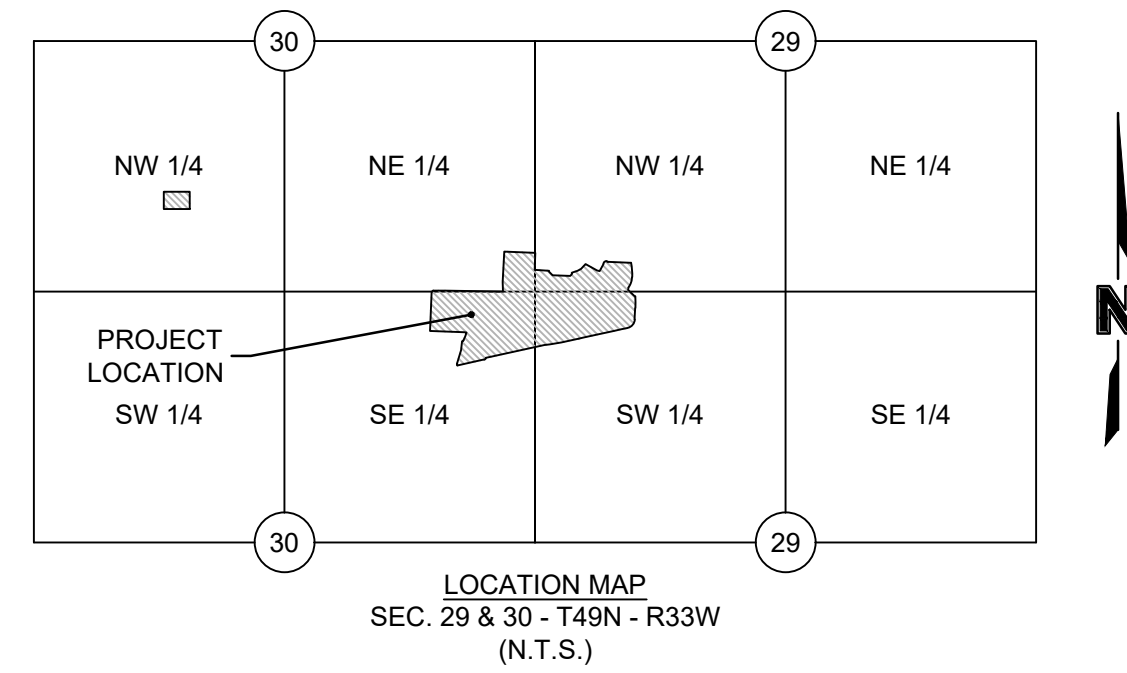
### **Sign Plan**

- The MPD Final Development Plans should include a sign plan, which provides the following information: (a) type of signs, (b) the sign sizes (area and dimensions), (c) materials, (d) type of illumination, and (e) location.
- A sign plan for signage not approved pursuant to a MPD Final Development Plan shall be submitted in conjunction with a sign permit application to be approved by the Director of City Planning and Development.



# MPD REZONING & DEVELOPMENT PLANS FOR: THE COUNTRY CLUB PLAZA

SECTION 29 & 30, TOWNSHIP 49 N, RANGE 33 W  
IN KANSAS CITY, JACKSON COUNTY, MISSOURI 64111



VICINITY MAP  
SCALE: 1"=400'

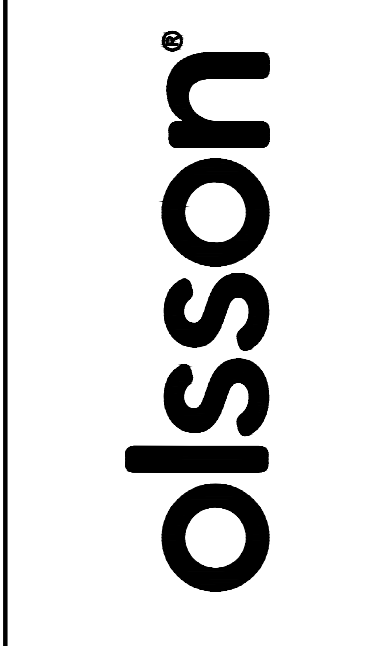
| PROJECT TEAM CONTACT LIST             |  |
|---------------------------------------|--|
| <b>OWNER / DEVELOPER</b>              | GILLION PROPERTY GROUP<br>47 HIGHLAND PARK VILLAGE, SUITE 208<br>DALLAS, TEXAS 75205<br>CONTACT: DUSTIN BULLARD<br>PHONE: 972.816.0619 |
| <b>ENGINEER / LANDSCAPE ARCHITECT</b> | OLSSON<br>1301 BURLINGTON STREET, SUITE 100<br>NORTH KANSAS CITY, MISSOURI 64116<br>PHONE: 816.361.1177                                |
| <b>SURVEYOR</b>                       | GEORGE BUTLER ASSOCIATES, INC.<br>9801 RENNER BOULEVARD, SUITE 300<br>LENEXA, KANSAS 66219<br>PHONE: 913.492.0400                      |

**PRELIMINARY  
NOT APPROVED FOR CONSTRUCTION**



THE CONTRACTOR SHALL ADHERE TO THE PROVISIONS OF THE SENATE BILL NUMBER 583, 78TH GENERAL ASSEMBLY OF THE STATE OF MISSOURI. THE BILL REQUIRES THAT ANY PERSON OR FIRM DOING EXCAVATION ON PUBLIC RIGHT- OF-WAY DO SO ONLY AFTER GIVING NOTICE TO, & OBTAINING INFORMATION FROM, UTILITY COMPANIES. STATE LAW REQUIRES 48 HOURS ADVANCE NOTICE. CALL 1-800-DIG-RITE.

| Sheet List Table |   |
|------------------|---|
| Sheet Number     | Sheet Title   |
| C000             | TITLE SHEET   |
| C100             | LEGAL DESCRIPTION   |
| C101             | LEGAL DESCRIPTION   |
| C102             | LEGAL DESCRIPTION   |
| C200             | GENERAL NOTES   |
| C300             | EXISTING CONDITIONS                                       |
| C400             | SITE PLAN (MPD REZONING AREA)                             |
| C401             | SITE PLAN (BUILDING STEP BACKS)                           |
| C402             | CHARACTER CONTRIBUTING FACADES AND ARCHITECTURAL ELEMENTS |
| C403             | ORDINANCE 190100 AREA MAP                                 |
| C500             | EXISTING GRADING PLAN                                     |
| C600             | EXISTING UTILITIES PLAN                                   |



1301 Burlington Street  
North Kansas City, MO 64116  
olsson.com  
TEL 816.361.1177  
FAX 816.361.1888  
Olsson - Engineering  
Missouri COA #001592

| REV. NO. | DATE | DESCRIPTION | BY |
|----------|------|-------------|----|
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TITLE SHEET  
MPD REZONING & DEVELOPMENT PLAN  
COUNTRY CLUB PLAZA  
KANSAS CITY, MISSOURI

drawn by: \_\_\_\_\_ DWP  
designed by: \_\_\_\_\_ DWP  
project no.: 024-05376  
date: 11.03.2025

SHEET  
C000

F:\2024\05001-05500\024-05376\40-design\AutoCAD\preliminary plans\Sheets\SDNC\_TT1\_01\_02406376.dwg  
DATE: Jan 26, 2026 8:16am USER: jhodson



1301 Burlington Street
North Kansas City, MO 64116
olsson.com
TEL 816.361.1177
FAX 816.361.1888
Olsson - Engineering
Missouri COA #001592

DESCRIPTION
BY
DATE
REV. NO.

REVISIONS
2025

LEGAL DESCRIPTION
MPD REZONING & DEVELOPMENT PLAN
COUNTRY CLUB PLAZA
KANSAS CITY, MISSOURI

drawn by: DWJP
designed by: DWJP
project no.: 024-05376
date: 11.03.2025

SHEET
C101

VICINITY MAP
NOT TO SCALE
MAP DATA ©2023 GOOGLE
LAND AREA
1,111,578 SQUARE FEET
25.518 ACRES
PARKING
REGULAR= 2,288
HANDICAP= 50
TOTAL= 2,338

FLOOD INFORMATION
SOURCE: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WWW.FEMA.GOV
DETERMINATION METHOD: GRAPHICAL PLOTTING ONLY.
MAP NUMBER: 2009050226G
EFFECTIVE DATE: 1/20/2017
ZONE 'X' (UNSHADED) - MINIMAL RISK AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

BEARING BASIS
SURVEYED (S) BEARINGS SHOWN ARE BASED ON GRID NORTH, MISSOURI STATE PLANE COORDINATE SYSTEM, NAD83. WEST ZONE AS DETERMINED THROUGH THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) VIRTUAL REFERENCE SYSTEM NETWORK.

GENERAL NOTES
1. NO UNDERGROUND UTILITIES ARE SHOWN ON THIS SURVEY, ONLY ABOVE GROUND VISIBLE EVIDENCE OF UTILITIES ARE SHOWN. WITHOUT EXCAVATION UTILITY INFORMATION MAY BE INCOMPLETE, INACCURATE AND UNRELIABLE.

THE FOLLOWING EXCEPTIONS AFFECT TRACT 8 ONLY:
69 - Lot boundaries as set forth in the dedication of the recorded plat of COUNTRY CLUB PLAZA, recorded in Ordinance No. 407885, in Plat Book 23 at Page 95. (BOUNDARY ESTABLISHED HEREON)

THE FOLLOWING EXCEPTIONS AFFECT TRACT 10 ONLY:
71 - Lot boundaries and a sewer easement over the rear 3 feet of the lots granted to the City of Kansas City, Missouri established by the recorded plat of COUNTRY CLUB PLAZA, recorded May 4, 1912, as Document No. 867946, in Plat Book 17 at Page 77. (SAID EASEMENTS APPEAR TO NO LONGER EXIST DUE TO THE NATURE OF SAID TRACTS LEANING TOWARD THE REMOVAL OF SAID EASEMENTS)

THE FOLLOWING EXCEPTIONS AFFECT TRACT 11 ONLY:
76 - Lot boundaries as established by the recorded plat of PHILLIPS PLAZA, recorded March 26, 1929, as Document No. 407885, in Plat Book 23 at Page 95. (BOUNDARY ESTABLISHED HEREON)

SITE PICTURE
Aerial photograph showing the subject property and surrounding area.

COORDINATED BY:
AEI CONSULTANTS
2500 CANNON DIBLO
WALNUT CREEK, CA, 94597
TELEPHONE: 925.746.6000
EMAIL: SURVEYS@AEICONSULTANTS.COM

Table with 3 columns: DATE, REVISION HISTORY, BY. Row 1: 2/21/24, FIRST DRAFT, DJR

ALTA/NSPS LAND TITLE SURVEY CERTIFICATION
TO: COUNTRY CLUB PLAZA JV LLC, A DELAWARE LIMITED LIABILITY COMPANY (TRACTS 1-16 AND TRACT 17, LOT 1(A), VALENCIA OFFICE LLC, A MISSOURI LIMITED LIABILITY COMPANY (TRACT 17, LOT 1(B)), VALENCIA PARCEL, LLC, A MISSOURI LIMITED LIABILITY COMPANY (TRACT 18), CHICAGO TITLE INSURANCE COMPANY AND AEI CONSULTANTS:

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 6(B), 7(A), 7(B), 7(C), 8, 9, 13, 14, 15, 16, 17, 18, AND 19 OF THE A THEREOF. THE FIELDWORK WAS COMPLETED ON 1/5/2024, DATE OF PLAT OR MAP: 2/21/2024.

PRELIMINARY
REGISTERED SURVEYOR: BRIAN J. FISCHER
PROFESSIONAL LAND SURVEYOR NO.: 2588
STATE OF MISSOURI
MISSOURI CERTIFICATE OF AUTHORITY NO. 2011004412

NOTES CORRESPONDING TO SCHEDULE B
THE FOLLOWING EXCEPTIONS AFFECT TRACT 8 ONLY:
63 - Lot boundaries and an easement over the rear 3 feet of all lots as established by the recorded plat of COUNTRY CLUB PLAZA, filed October 23, 1911, as Document No. 838840, in Plat Book 17 at Page 42. (AFFECTS, SHOWN HEREON)

THE FOLLOWING EXCEPTIONS AFFECT TRACT 8 ONLY:
69 - Lot boundaries as set forth in the dedication of the recorded plat of COUNTRY CLUB PLAZA, recorded in Ordinance No. 407885, in Plat Book 23 at Page 95. (BOUNDARY ESTABLISHED HEREON)

THE FOLLOWING EXCEPTIONS AFFECT TRACT 10 ONLY:
71 - Lot boundaries and a sewer easement over the rear 3 feet of the lots granted to the City of Kansas City, Missouri established by the recorded plat of COUNTRY CLUB PLAZA, recorded May 4, 1912, as Document No. 867946, in Plat Book 17 at Page 77. (SAID EASEMENTS APPEAR TO NO LONGER EXIST DUE TO THE NATURE OF SAID TRACTS LEANING TOWARD THE REMOVAL OF SAID EASEMENTS)

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76 - Lot boundaries as established by the recorded plat of PHILLIPS PLAZA, recorded March 26, 1929, as Document No. 407885, in Plat Book 23 at Page 95. (BOUNDARY ESTABLISHED HEREON)

THE FOLLOWING EXCEPTIONS AFFECT TRACT 7 ONLY:
59 - An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein for a term of ten (10) years with the option to extend for three (3) consecutive periods of five (5) years each, as disclosed by the document Entitled: Memorandum of Lease Lessor: Highwoods Realty Limited Partnership, a North Carolina limited partnership; Lessee: Chay's OPCC, Inc., a Delaware corporation Recording Date: July 17, 2013 Recording No. 20130074464

THE FOLLOWING EXCEPTIONS AFFECT TRACT 4 ONLY:
46 - Easement granted to Kansas City Power and Light Company by the instrument recorded September 18, 1937, as Document No. A-605275, in Book B-3316 at Page 210. (AFFECTS, SHOWN HEREON)

ALTA/NSPS LAND TITLE SURVEY
AEI JOB #485446-003
4750 BROADWAY STREET
KANSAS CITY, MISSOURI 64112
JACKSON COUNTY, UNITED STATES
SURVEYED BY:
THD DESIGN GROUP, INC.
148 CHESTERFIELD IND. BLVD.
SUITE E
CHESTERFIELD, MISSOURI 63005
(636) 294-2972

NOTES CORRESPONDING TO SCHEDULE B
THE FOLLOWING EXCEPTIONS AFFECT TRACT 4 ONLY:
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THE FOLLOWING EXCEPTIONS AFFECT TRACT 5 ONLY:
54 - An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein dated November 3, 1993, for a term of fifteen (15) years with the option for two (2) additional five (5) year extensions, as disclosed by the document Entitled: Memorandum of Commercial Lease Lessor: J. C. Nichols Company, a Missouri corporation Lessee: Starline & Nubel Superstores, Inc., a Delaware corporation Recording Date: November 16, 1994 Recording No. K-1167451, in Book K-2652 at Page 206

THE FOLLOWING EXCEPTIONS AFFECT TRACT 7 ONLY:
59 - An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein for a term of ten (10) years with the option to extend for three (3) consecutive periods of five (5) years each, as disclosed by the document Entitled: Memorandum of Lease Lessor: Highwoods Realty Limited Partnership, a North Carolina limited partnership; Lessee: Chay's OPCC, Inc., a Delaware corporation Recording Date: July 17, 2013 Recording No. 20130074464

THE FOLLOWING EXCEPTIONS AFFECT TRACT 7 ONLY:
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NOTES CORRESPONDING TO SCHEDULE B
THE FOLLOWING EXCEPTIONS AFFECT TRACT 2 ONLY:
24 - Lot boundaries as established by the recorded plat of WORNALL PARK RESURVEY, recorded July 17, 1986, as Document No. K-724383, in Plat Book K-36 at Page 88 and Kansas City Power and Light Company easement and utility easement as shown on the plat. (AFFECTS, PORTIONS OF SAID WORNALL PARK RESURVEY EASEMENTS AFFECTING SAID PROPERTY ARE SHOWN HEREON)

THE FOLLOWING EXCEPTIONS AFFECT TRACT 2 ONLY:
24 - Lot boundaries as established by the recorded plat of WORNALL PARK RESURVEY, recorded July 17, 1986, as Document No. K-724383, in Plat Book K-36 at Page 88 and Kansas City Power and Light Company easement and utility easement as shown on the plat. (AFFECTS, PORTIONS OF SAID WORNALL PARK RESURVEY EASEMENTS AFFECTING SAID PROPERTY ARE SHOWN HEREON)

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THE FOLLOWING EXCEPTIONS AFFECT TRACT 3 ONLY:
39 - Lot boundaries established by the recorded plat of PENN PARK, recorded September 5, 1905, as Document No. 539873, in Plat Book 13 at Page 42. (AFFECTS, BOUNDARY ESTABLISHED HEREON)

THE FOLLOWING EXCEPTIONS AFFECT TRACT 3 ONLY:
39 - Lot boundaries established by the recorded plat of PENN PARK, recorded September 5, 1905, as Document No. 539873, in Plat Book 13 at Page 42. (AFFECTS, BOUNDARY ESTABLISHED HEREON)

THE FOLLOWING EXCEPTIONS AFFECT TRACT 3 ONLY:
39 - Lot boundaries established by the recorded plat of PENN PARK, recorded September 5, 1905, as Document No. 539873, in Plat Book 13 at Page 42. (AFFECTS, BOUNDARY ESTABLISHED HEREON)

THE FOLLOWING EXCEPTIONS AFFECT TRACT 3 ONLY:
39 - Lot boundaries established by the recorded plat of PENN PARK, recorded September 5, 1905, as Document No. 539873, in Plat Book 13 at Page 42. (AFFECTS, BOUNDARY ESTABLISHED HEREON)

THE FOLLOWING EXCEPTIONS AFFECT TRACT 3 ONLY:
39 - Lot boundaries established by the recorded plat of PENN PARK, recorded September 5, 1905, as Document No. 539873, in Plat Book 13 at Page 42. (AFFECTS, BOUNDARY ESTABLISHED HEREON)

NOTES CORRESPONDING TO SCHEDULE B
THE FOLLOWING EXCEPTIONS AFFECT TRACTS 1 THROUGH 5 AND TRACTS 7 THROUGH 17 ONLY:
8 - Terms and provisions of The County Club Plaza of Kansas City, Missouri Transportation Development District established on August 10, 2001, and as contained in the Non-Disturbance Agreement dated April 1, 2002, recorded April 25, 2002, as Document No. 20020024836, which provides for the imposition of a district-wide sales tax for a period of twenty (20) years from the date on which such tax was first imposed for the purpose of the formation and operation of the District and the financing, acquisition, design and construction of a parking garage located at the Southeast corner of the intersection of 47th Street and Pennsylvania Avenue. (NOT OF A SURVEY NATURE)

THE FOLLOWING EXCEPTIONS AFFECT TRACTS 1, 10, 13, 14 AND 16 ONLY:
10 - Terms and provisions of the Cooperative Agreement For Decorative Street Lights by and between the City of Kansas City, Missouri and J. C. Nichols Company, filed June 9, 1995, as Document No. K-1195466, in Book K-2698 at Page 1298. (AFFECTS, LIES ALONG ALL FRONTAGE OF RIGHT-OF-WAY STREET AND ACROSS ALL PROPERTIES SHOWN HEREON)

THE FOLLOWING EXCEPTIONS AFFECT TRACT 1, PARCEL A ONLY:
10 - Terms and provisions of the Cooperative Agreement For Decorative Street Lights by and between the City of Kansas City, Missouri and J. C. Nichols Company, filed June 9, 1995, as Document No. K-1195466, in Book K-2698 at Page 1298. (AFFECTS, LIES ALONG ALL FRONTAGE OF RIGHT-OF-WAY STREET AND ACROSS ALL PROPERTIES SHOWN HEREON)

THE FOLLOWING EXCEPTIONS AFFECT TRACT 1, PARCEL B ONLY:
17 - Lot boundaries as established by the recorded plat of WORNALL PARK, recorded July 22, 1909, as Document No. 715298, in Plat Book 15 at Page 84. (AFFECTS, PORTIONS OF SAID WORNALL PARK RESURVEY EASEMENTS AFFECTING SAID PROPERTY ARE SHOWN HEREON)

THE FOLLOWING EXCEPTIONS AFFECT TRACT 1, PARCEL B ONLY:
17 - Lot boundaries as established by the recorded plat of WORNALL PARK, recorded July 22, 1909, as Document No. 715298, in Plat Book 15 at Page 84. (AFFECTS, PORTIONS OF SAID WORNALL PARK RESURVEY EASEMENTS AFFECTING SAID PROPERTY ARE SHOWN HEREON)

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TITLE COMMITMENT INFORMATION
THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY, COMMITMENT FILE NO. KC221150 WITH A COMMITMENT DATE OF MAY 3, 2023 AT 8:00 A.M.

LEGAL DESCRIPTION
thence South 87°31'24" East, a distance of 44.91 feet; thence South 2°29'13" West, a distance of 69.80 feet; thence South 87°34'22" East, a distance of 26.35 feet; thence South 2°29'13" West, a distance of 38.08 feet; thence North 87°34'22" West, a distance of 26.35 feet; thence South 2°29'13" West, a distance of 69.71 feet; thence North 87°32'36" West, a distance of 45.08 feet; thence South 2°28'46" West, a distance of 40.83 feet; thence North 87°26'10" West, a distance of 82.01 feet to a point on the East right-of-way line of said Pennsylvania Avenue; thence North 2°22'00" East, along said right-of-way line, a distance of 7.86 feet to the point of beginning.

THE ABOVE TRACTS BEING DESCRIBED AS LOT 19, MINOR PLAT OF PART OF LOTS 83 THROUGH 89 AND LOT 102 THROUGH 113 AND VACATED 46TH STREET TERRACE, ALL IN THE PLAT OF LA SOLANA, IN THE City of Kansas City, Jackson County, Missouri, a part of the Southeast 1/4 of the Northeast 1/4 of Section 30, Township 49 North, Range 33 West, recorded August 29, 2016, as Document No. 2016E0078971, in Plat Book 43, Page 49, as amended by Affidavit recorded on November 23, 2016 in Instrument No. 2016E011012.

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STATEMENT OF SIGNIFICANT OBSERVATIONS
THE STATEMENTS BELOW CONTAIN OPINIONS BASED ON FIELD OBSERVATIONS AND MAY OR MAY NOT CONCORD WITH THE FACTS RELATIVE TO PUBLIC RECORDS, ACTUAL USE OF THE PROPERTY, USE OF IMPROVEMENTS TO THE PROPERTY, OR ACTUAL PROPER ACCESS.

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**General Notes to Plan Sheets:**

**Lighting Requirements:**

Photometric Plans will be provided by each MPD Final Development Plan.

**Country Club Plaza based on IES recommendations:**

- 1. Major Motor and Pedestrian Conflict Zones (Motor courts)
a. 0.8 FC AVG on Road
2. High Motor and Pedestrian Conflict (Crosswalks)
a. 0.6 FC AVG on Road
3. Lower Motor and Pedestrian Conflict (Roadways)
a. 0.3 - 0.5 FC AVG on Road
4. Building Entries (Retail Facades)
a. 0.1 FC MIN
b. 1.5 FC AVG
5. Pedestrian Interest Areas (Sit and Stay Moments)
a. 0.1 FC MIN
b. 1.0 FC AVG
6. Pedestrian Area (Sidewalks/Pathways)
a. 0.1 FC MIN
b. 0.3 FC AVG

**Phasing Plan:**

The development of the MPD District will be driven by market conditions and, as such, it will be developed in phases, which may include sub-phases, that may need to be adjusted from time to time. An MPD Final Development Plan for any portion of the District may be submitted at any time so long as (i) at least one MPD Final Development Plan for any portion of the MPD District has been submitted within 4 years of the initial approval of this MPD Preliminary Development Plan and (ii) not more than 6 years has elapsed since the last submission of a MPD Final Development Plan related to any portion of the MPD District.

**Lot and Building Standards:** Except to the extent as may be otherwise addressed by the MPD Preliminary Development Plan or the Design Guidelines, the Lot and Building Standards applicable to this MPD District shall be the Lot and Building Standards applicable to B4-3 zoned property.

**Height:** See Heights stated on Plan Sheet C401.

**Setbacks (All):** None. Buildings may be built up to the Build-To-Line. The "Build-To-Line" is the property line existing prior to the approval of the right-of-way vacation under CD-ROW-2025-00037, as shown on the Plan Sheet C401. Buildings adjacent to a boulevard shall not be set back more than 20 feet from the property line along the boulevard except to allow for courtyards, pocket parks, sculptures, fountains or pedestrian orientated areas between the boulevard and the adjacent building.

The following features may be located beyond the Build-To-Line:

- 1. Art, sculptures, fountains, benches and other similar streetscape items;
2. Air conditioning units;
3. Arbors and trellises;
4. Awnings, canopies, light shelves, and architecturally integrated solar shading devices;
5. Bay windows that project no more than 3 feet beyond the Build-To-Line and are located at least 4 feet above grade at their lowest point;
6. Bollards, post, pedestrian and decorative lighting, and other similar items;
7. Chimneys that project no more than 18 inches beyond the Build-To-Line;
8. Downspouts, drainage systems, rain barrels and cisterns;
9. Eaves and gutters projecting 5 feet or less beyond the Build-To-Line;
10. Fireproof outside stairway or solid-floored balcony to a fire tower that projects no more than 4 feet beyond the Build-To-Line;
11. Flagpoles;
12. Geothermal heat pumps and geothermal heat exchange system equipment up to 4 feet in height above grade;
13. Insulation added to the outside of the exterior wall of an existing building;
14. Patios, dining areas, and temporary enclosures;
15. Planters, street trees, landscaping, and other similar streetscape items;
16. Porches and balconies with a roof that are open on at least 3 sides;
17. Recreational equipment (e.g., swing sets and basketball hoops);
18. Satellite dish or other communication antennas or devices;
19. Signs;
20. Silks, belt courses, cornices, buttresses and other architectural features projecting no more than 3 feet beyond the Build-To-Line;
21. Solar and wind energy systems, building-mounted;
22. Solar and wind energy systems, ground-mounted;
23. Stairs;
24. Trash receptacles;
25. Wheelchair lifts and ramps that meet federal, state and local accessibility standards.

**Approved Density of the Development:**

The MPD Preliminary Development Plan shall be allowed to have the following total floor area and residential unit count across the MPD District:

- Maximum Total Floor Area (Non-Residential): 2,400,000 square feet.
• Maximum Residential Unit Count: 1,100 Residential Units.

**Vehicle & Bike Parking:**

The MPD District shall provide the following minimum vehicle and bike parking spaces within the MPD District:

- Vehicle Parking - 2,500 spaces (less the number of vehicle parking spaces located at 422 W 47th St and 300 W 46th Ter.)
• Bike Parking - 250 spaces (less the number of vehicle parking spaces located at 422 W 47th St and 300 W 46th Ter.) to be provided in phases not later than 12/31/2040.

**Permitted Uses\***

- RESIDENTIAL
o Household Living
▪ Detached houses
▪ In any other residential building type
▪ In mixed-use building
• PUBLIC/CIVIC
o Bicycle Sharing Facilities
o Club, Lodge, or Fraternal Organization
o College/University
o Day Care
▪ Home-based (1--5)
▪ Family (up to 10)
▪ Group (up to 20)
▪ Center (21+)
o Hospital
o Library/Museum/Cultural Exhibit
o Park/Recreation
o Religious Assembly
o Safety Service
▪ Police station
▪ Ambulance service
o School
o Utilities and Services (except as noted below)
▪ Basic, minor
▪ Major - SUP REQUIRED
• COMMERCIAL
o Animal Service
▪ Sales and grooming
▪ Shelter or boarding
▪ Veterinary
o Artist Work or Sales Space
o Business Support Service (except as noted below)
▪ Day labor employment agency - SUP REQUIRED
o Communications Service Establishments
o Data Center - PROHIBITED when such use is on the ground floor (excluding Accessory Uses).
o Drive-Through Facility - SUP REQUIRED
o Eating and Drinking Establishments
o Entertainment Venues and Spectator Sports
▪ Indoor small venue (1--149 capacity)
▪ Indoor medium venue (150--499 capacity)
▪ Indoor large venue (500+ capacity)
▪ Outdoor (all sizes)
o Financial Services
o Food and Beverage Retail Sales
o Gasoline and Fuel Sales - SUP REQUIRED
o Lodging
▪ Bed and Breakfast
▪ Hotel/motel
o Office, Administrative, Professional or General
o Office, Medical
▪ Blood/plasma center - SUP REQUIRED
o Parking, Accessory
o Parking, Non-accessory
o Personal Improvement Service
o Repair or Laundry Service, Consumer
o Research Service
o Retail Sales
▪ Outdoor Retail Sales - Class A (Indoor Sales)
▪ Outdoor Retail Sales - Class B (Outdoor Sales) - SUP REQUIRED
o Reuse of officially designated historic landmark
o Sports and Recreation, Participant
▪ Indoor
▪ Outdoor
o Vehicle Sales and Service
▪ Car wash/cleaning service - SUP Required if located outside a garage
▪ Light equipment sales/rental (indoor)
• INDUSTRIAL
o Manufacturing, Production and Industrial Service
▪ Artisan
▪ Limited - SUP REQUIRED
▪ General - SUP REQUIRED
o Recycling Service
▪ Limited - SUP REQUIRED
o Self-Storage Warehouse - SUP REQUIRED when such use is on the ground floor (excluding Accessory Uses).
o Warehousing, Wholesaling, Storage, Freight Movement (Indoor) - Prohibited when such use is on the ground floor (excluding Accessory Uses).
• ACCESSORY SERVICES
o Wireless Communication Facility
▪ Freestanding
▪ Co-located antenna

**Prohibited Uses**

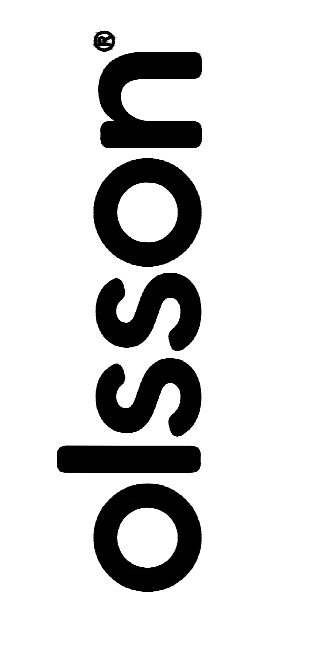
- RESIDENTIAL
o Group Living
• PUBLIC/CIVIC
o Fire station
• COMMERCIAL
o Adult Business
▪ Adult media store
▪ Adult motion picture theater
▪ Sex shop
o Animal Service
▪ Stable
o Building Maintenance Service
o Business Equipment Sales and Service
o Financial Services:
▪ Pawn shop
▪ Short-term loan establishment
o Funeral and Intermment Service
▪ Cemetery/columbarium/mausoleum
▪ Cremating
▪ Undertaking
o Lodging
▪ Recreational vehicle park
▪ Short term rental, non resident
▪ Short term rental, resident
o Mobile Vendor Park
o Vehicle Sales and Service
▪ Heavy equipment sales/rental
▪ Light equipment sales/rental (outdoor)
▪ Motor vehicle repair, limited
▪ Motor vehicle repair, general
▪ Vehicle storage/towing
• INDUSTRIAL
o Manufacturing, Production and Industrial Service
▪ Intensive
• AGRICULTURAL
o Agriculture, Animal
o Agriculture, Crop
o Agriculture, Urban
▪ Home Garden
▪ Community Garden
▪ Community Supported Agriculture (CSA)

**Plaza Deviations List:**

**Zoning and Development Code Deviations Requested:**

The City Council, by approving this MPD Preliminary Development Plan, hereby grants the following deviations from the Kansas City Zoning and Development Code ("Code") related to this MPD:

- 1. A deviation to section 88-430-05-C, spillover lighting standards, to permit 1.5 foot-candles at the right-of-way line for building entrances.
2. A deviation to section 88-420-06, parking standards, to permit 2,500 vehicle parking spaces and 250 bicycle parking spaces throughout the MPD District as the minimum number of spaces required for all uses.
3. A deviation to section 88-420-17, loading standards, to allow loading and unloading spaces and related maneuvering areas to be located in the right of way, subject to the MPD Preliminary Development Plan and the design guidelines.
4. A deviation to section 88-420-17, loading standards, to remove the required number of loading and unloading spaces.
5. A deviation to section 88-445-08-F.1(a), roof sign standards, to permit roof signs within the MPD District.
6. A deviation to section 88-445-08-A.1, monument sign standards, to permit monument signs with a 0-foot setback from the property line.
7. A deviation to section 88-445-08-A.3, monument sign standards, to permit digital monument signs within the MPD District to identify the District or to serve as an intra-district sign, subject to the MPD Preliminary Development Plan and the design guidelines.
8. A deviation to section 88-445-08-A.4, monument sign standards, to allow monument signs identifying the district along non-major thoroughfares.
9. A deviation to section 88-445-08-C.3, wall sign standards, to permit digital and electronic wall signs within the MPD District, subject to the MPD Preliminary Development Plan and the design guidelines.
10. A deviation to section 88-445-08, to permit digital and electronic intra-district signs within the MPD District.
11. A deviation to section 88-445-14-B, regulations, to permit digital intra-district signs within the MPD District, subject to the MPD Preliminary Development Plan and the design guidelines.
12. A deviation to section 88-323-02-A.5, boulevard and parkway non-residential standards, to allow delivery and service access along a façade that are facing or are visible from a boulevard or parkway.
13. A deviation to section 88-323-02-D.2, boulevard and parkway fencing standards, to permit that all fences shall not exceed 6 ft.
14. A deviation from §88-520-04-D.2, to allow an appeal to City Council for both the disapproval of or the approval with conditions of the City Planning Commission, provided that such appeal must be filed within 60 business days following the date the disposition letter is provided to the applicant.



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Olsson - Engineering
Missouri COA #001592

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Table with columns: GENERAL NOTES, MPD REZONING & DEVELOPMENT PLAN COUNTRY CLUB PLAZA, KANSAS CITY, MISSOURI, 2025

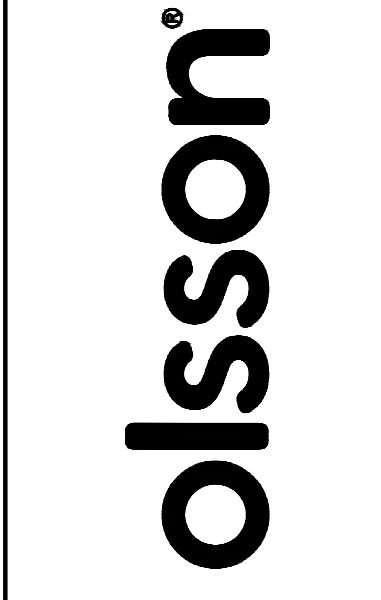
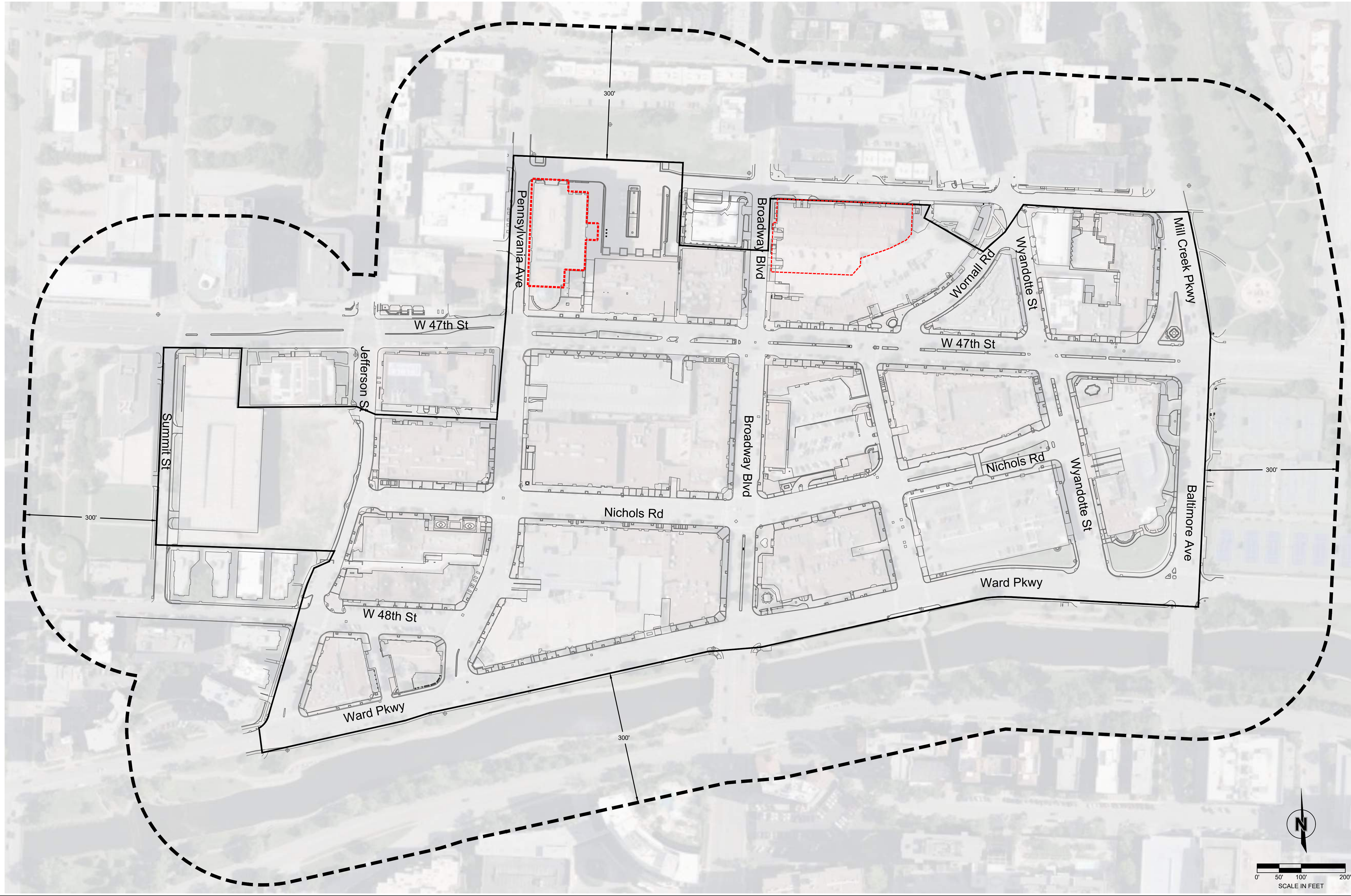
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designed by: DWP
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**LEGEND**

--- ADJACENT PROPERTIES BOUNDARY (WITHIN 300')



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| EXISTING CONDITIONS                                   | 2025 |
| MPD REZONING & DEVELOPMENT PLAN<br>COUNTRY CLUB PLAZA |      |
| KANSAS CITY, MISSOURI                                 |      |

drawn by: DWP  
 designed by: DWP  
 project no.: 024-05376  
 date: 11.03.2025

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C300**

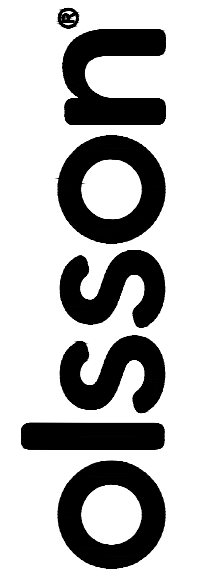
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**LEGEND**

- MPD PROJECT AREA
- MPD REZONING AREA

0' 50' 100' 200'  
SCALE IN FEET



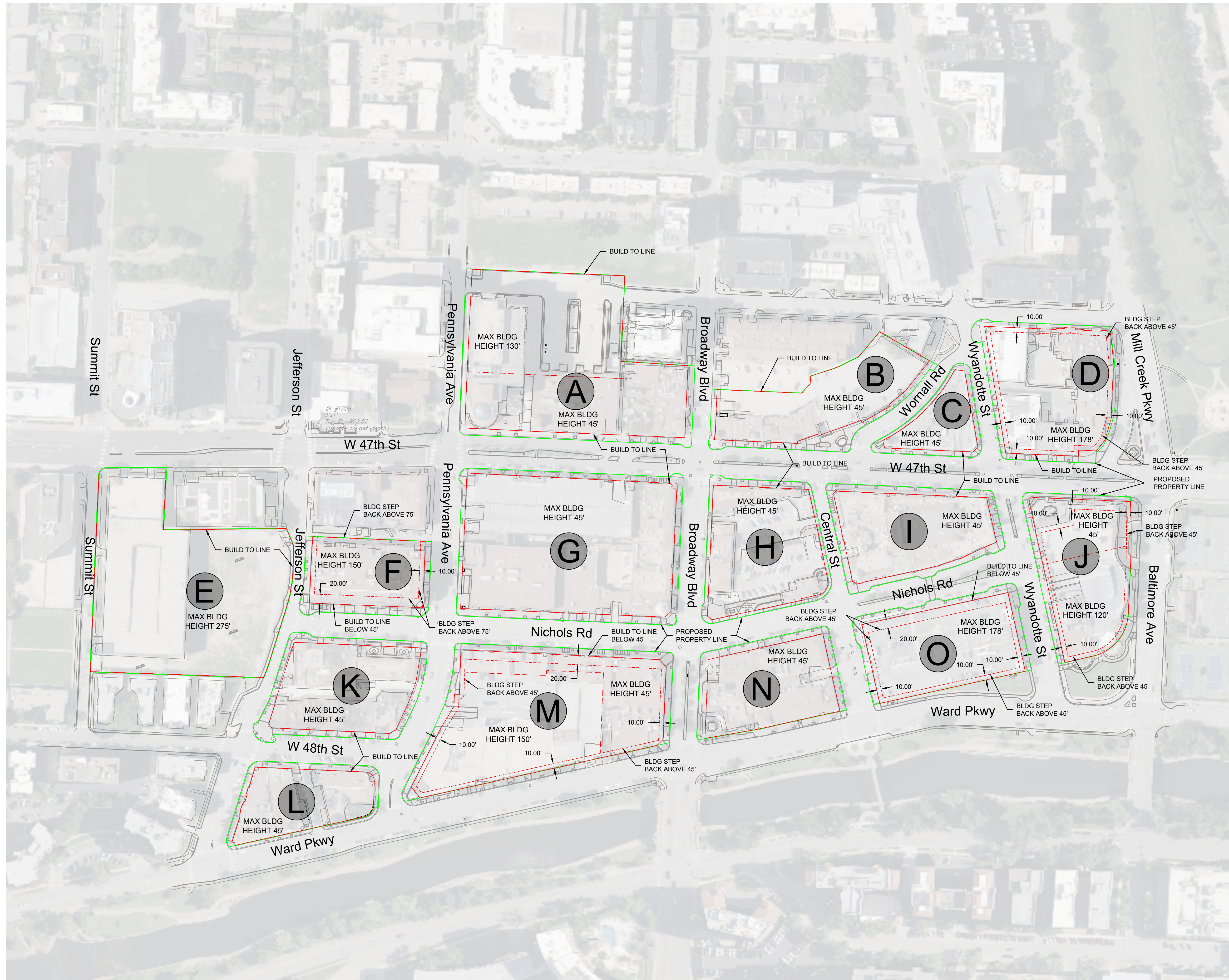
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| SITE PLAN (MPD REZONING AREA)                         | 2025                   |
| MPD REZONING & DEVELOPMENT PLAN<br>COUNTRY CLUB PLAZA |                        |
| KANSAS CITY, MISSOURI                                 |                        |
| drawn by: _____ DWP                                   | designed by: _____ DWP |
| project no.: 024-05376                                | date: 11.03.2025       |
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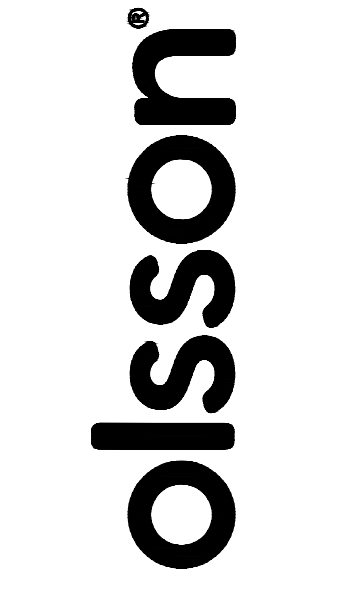
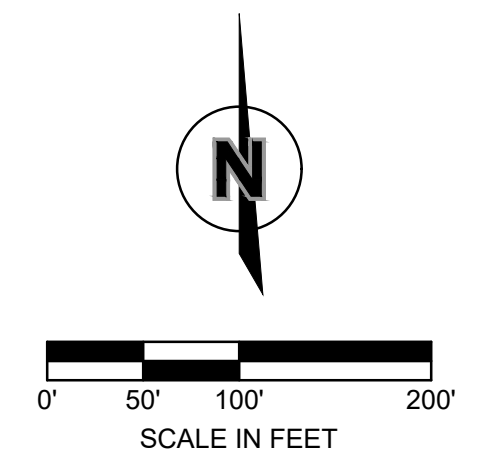
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**LEGEND**

- "PROPERTY LINE" ESTABLISHED UPON THE RIGHT OF WAY VACATION PURSUANT TO CD-ROW-2025-00037
- THE "BUILD TO LINE" IS THE PROPERTY LINE EXISTING PRIOR TO THE RIGHT OF WAY VACATION PURSUANT TO CD-ROW-2025-00037
- - - BUILDING STEP BACK LINE

NOTE:  
 THE "BUILD TO LINES" AND THE "PROPERTY LINES" DEPICTED ON THIS SHEET ARE REPRESENTATIVE.



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REVISIONS

2025

SITE PLAN (BUILDING STEP BACKS)  
 MPD REZONING & DEVELOPMENT PLAN  
 COUNTRY CLUB PLAZA  
 KANSAS CITY, MISSOURI

drawn by: \_\_\_\_\_ DWP  
 designed by: \_\_\_\_\_ DWP  
 project no.: 024-05376  
 date: 11.03.2025

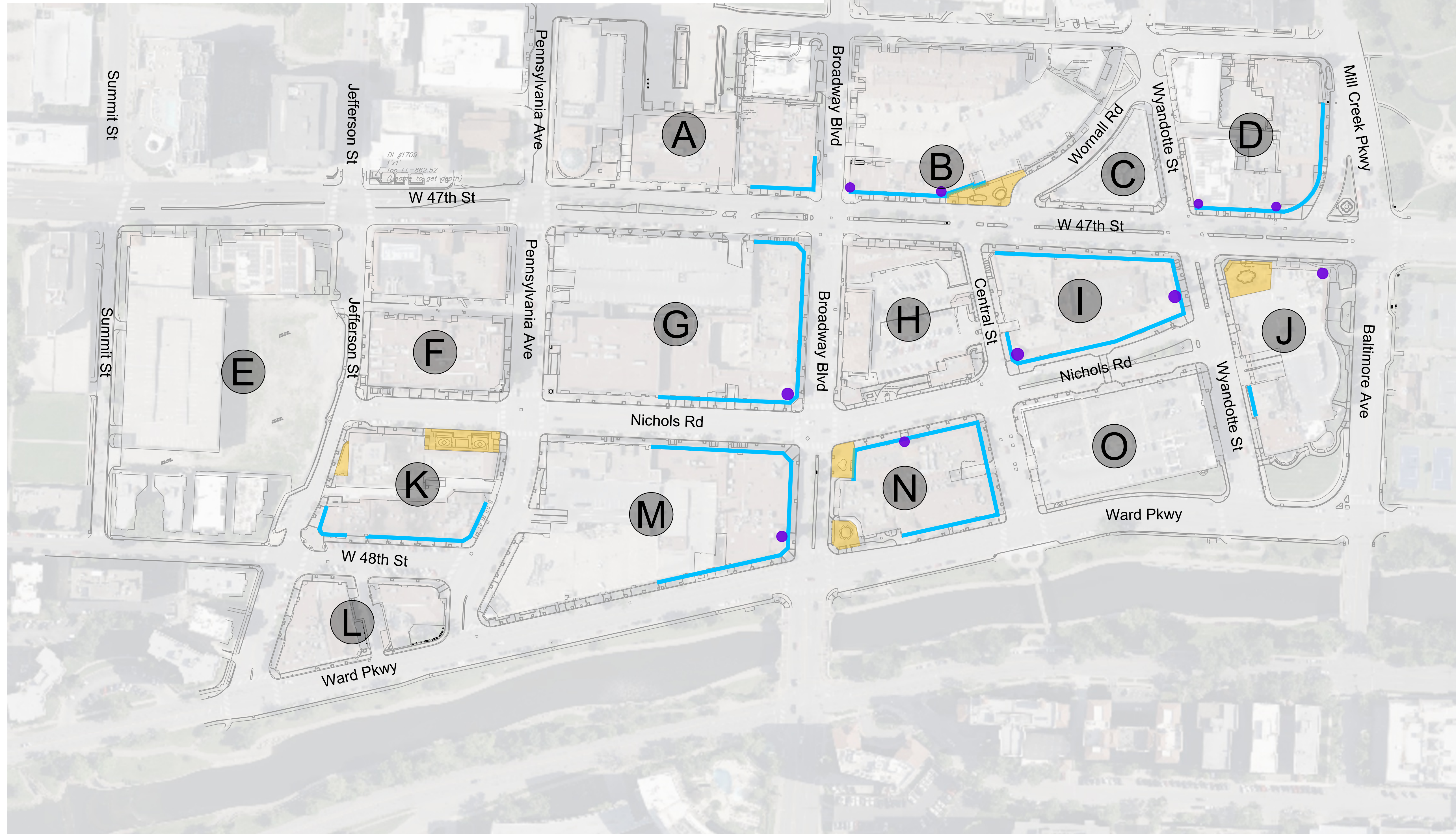
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Table 1: Character Contributing Facades and Architectural Elements

| Block | Block Name                  | Courtyard Area to be provided on the block* (SF) | Character Contributing Façade |             |                                      | Character Contributing Architectural Element |                   |  | Height                           |                                   |  | Total FAR |
|-------|-----------------------------|--|-------------------------------|-------------|--------------------------------------|--|-------------------|--|----------------------------------|-----------------------------------|--|-----------|
|       |                             |  | Y/N                           | Description | Stepback from Preserved Façade Plane | Y/N  | Description       | Radial Stepback from Centroid of Preserved Tower | Horizontal Plane Datum Elevation | Maximum Height of New Development | Maximum FAR Between Horiz Datum and Max Height |           |
| A     | Valencia                    | 0  | Y                             | See Map     | 10'                                  | N  |                   |  | 45'                              | 45'                               |  | 6.0       |
| B     | Balcony                     | 1750   | Y                             | See Map     | 10'                                  | Y  | 2 Towers. See Map | 40'  | 45'                              | 45'                               |  | 6.0       |
| C     | Triangle                    | 0  | N                             |             |                                      | N  |                   |  | 45'                              | 45'                               |  | 6.0       |
| D     | Mill Creek                  | 0  | Y                             | See Map     | 20'                                  | Y  | 2 Towers. See Map | 30'  | 45'                              | 178'                              | 4.5**  | 6.0       |
| E     | Seville West                | 0  | N                             |             |                                      | N  |                   |  | NA                               | 275'                              |  | 6.0       |
| F     | Seville East                | 0  | N                             |             |                                      | N  |                   |  | 75'                              | 150'                              | 4.0**  | 6.0       |
| G     | Granada, Esplanade, Cordoba | 0  | Y                             | See Map     | 10'                                  | Y  | 1 Tower. See Map  | 30'  | 45'                              | 45'                               |  | 6.0       |
| H     | Plaza Central               | 0  | N                             |             |                                      | N  |                   |  | 45'                              | 45'                               |  | 6.0       |
| I     | Theater                     | 0  | Y                             | See Map     | 10'                                  | Y  | 2 Towers. See Map | 40'  | 45'                              | 45'                               |  | 6.0       |
| J     | Swanson                     | 3600   | Y                             | See Map     | 10'                                  | Y  | 1 Tower. See Map  | 40'  | 45'                              | 45' & 120' See Map.               | 4.5**  | 6.0       |
| K     | Penguin Court & 48th Shops  | 4100   | Y                             | See Map     | 10'                                  | N  |                   |  | 45'                              | 45'                               |  | 6.0       |
| L     | Plaza Savings               | 0  | N                             |             |                                      | N  |                   |  | 45'                              | 45'                               |  | 6.0       |
| M     | Time                        | 0  | Y                             | See Map     | 10'                                  | Y  | 1 Tower. See Map  | 40'  | 45'                              | 45' & 150' See Map.               | 3.5**  | 6.0       |
| N     | Medical                     | 2950   | Y                             | See Map     | 10'                                  | Y  | 1 Tower. See Map  | 40'  | 45'                              | 45'                               |  | 6.0       |
| O     | Plaza 211                   | 0  | N                             |             |                                      | N  |                   |  | 45'                              | 178'                              | 5.0**  | 6.0       |

\* See Map for current approximate location of existing courtyards. Each courtyard may be replaced with one or more courtyards on the same block having a combined square footage equal to or greater than the square footage of the existing courtyard on such block.

\*\* FAR buildable floor area above horizontal datum based on the land area within the "Build To Line".



**LEGEND**

- CHARACTER-CONTRIBUTING FAÇADE
- CHARACTER-CONTRIBUTING VERTICAL ELEMENTS
- APPROXIMATE LOCATION OF COURTYARDS

1301 Burlington Street  
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CHARACTER CONTRIBUTING FAÇADES AND ARCHITECTURAL ELEMENTS

MPD REZONING & DEVELOPMENT PLAN  
COUNTRY CLUB PLAZA

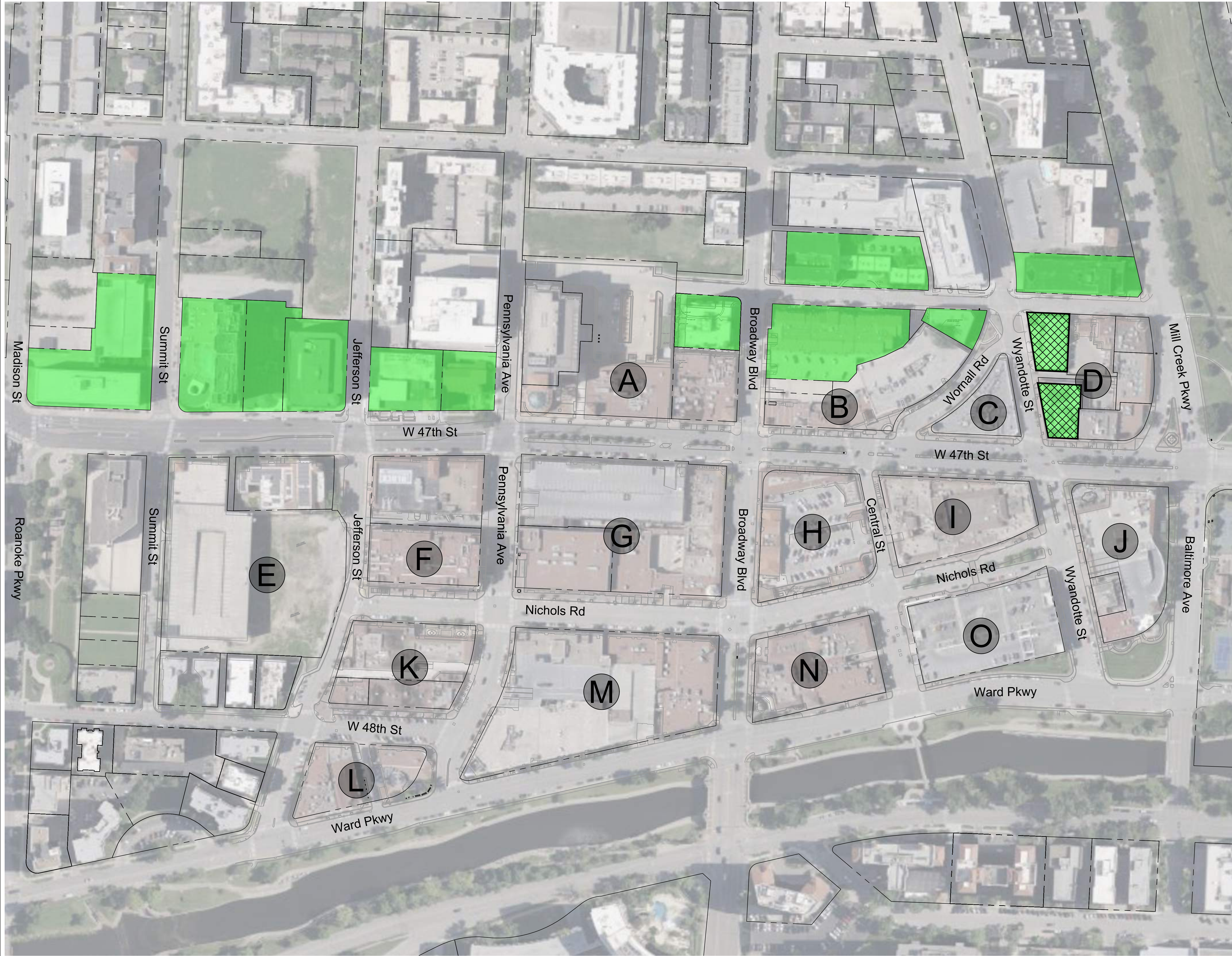
KANSAS CITY, MISSOURI

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designed by: \_\_\_\_\_ DWP  
project no.: 024-05376  
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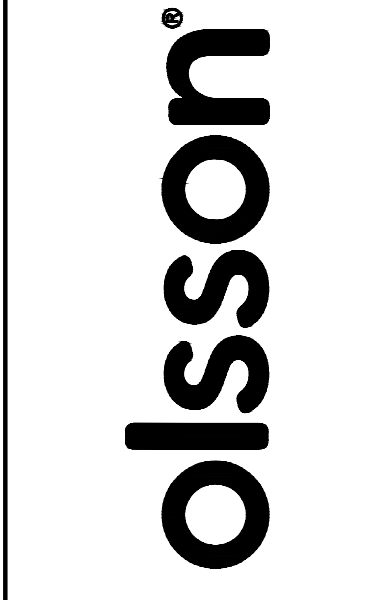
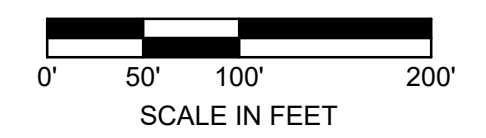
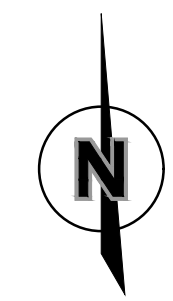
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LEGEND

- PROPERTY REMAINING SUBJECT TO ORDINANCE 190100
- PROPERTY REMOVED FROM ORDINANCE 190100 AND INCLUDED IN THE MPD DISTRICT



1301 Burlington Street  
 North Kansas City, MO 64116  
 olsson.com  
 TEL 816.361.1177  
 FAX 816.361.1888  
 Olsson - Engineering  
 Missouri COA #001592

| REV. NO. | DATE | DESCRIPTION | BY |
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ORDINANCE 190100 AREA MAP  
 MPD REZONING & DEVELOPMENT PLAN  
 COUNTRY CLUB PLAZA  
 KANSAS CITY, MISSOURI

drawn by: DWP  
 designed by: DWP  
 project no.: 024-05376  
 date: 11.03.2025

SHEET  
 C403

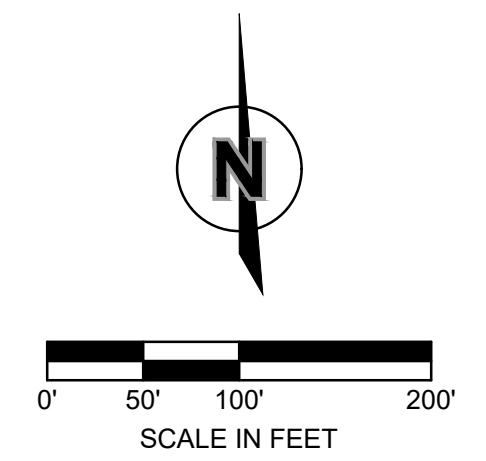
REVISIONS

2025

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 DATE: Jan 26, 2026 8:18am USER: jhodson



**LEGEND**  
 - - 830 - - EXISTING MINOR CONTOURS  
 - - 830 - - EXISTING MAJOR CONTOURS



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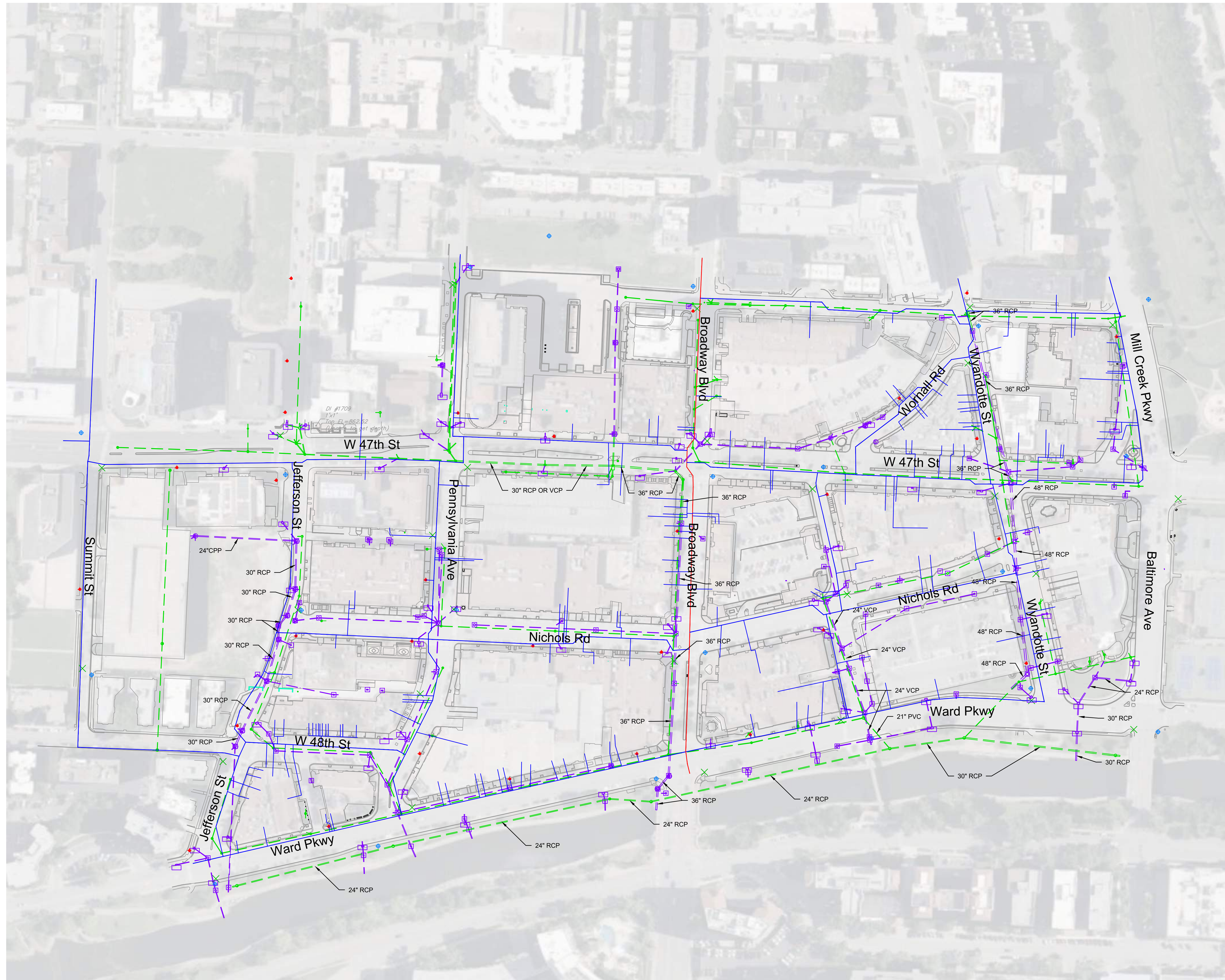
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EXISTING GRADING PLAN  
 MPD REZONING & DEVELOPMENT PLAN  
 COUNTRY CLUB PLAZA  
 KANSAS CITY, MISSOURI  
 2025

drawn by: DWP  
 designed by: DWP  
 project no.: 024-05376  
 date: 11.03.2025

SHEET  
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 DATE: Jan 26, 2026 8:19am USER: jhodson

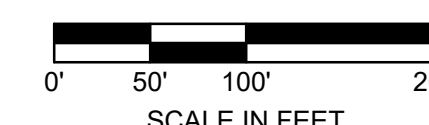


**LEGEND**

- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING WATER LINES LESS THAN 12"
- EXISTING WATER LINES LARGER THAN 12"
- EXISTING FIRE HYDRANTS

**NOTES:**

1. ALL PIPES ARE UNDER 24" IN SIZE UNLESS LABELED ON THIS SHEET.
2. PROPERTIES ARE LOCATED WITHIN THE KCMO COMBINED SANITARY SEWER DISTRICT. FUTURE DEVELOPMENT IN AREA ARE TO FOLLOW REQUIREMENTS OF THE COMBINED SEWER DISTRICT.
3. EXISTING UTILITIES MAY HAVE CHANGES IN THE FUTURE. NO CHANGES ARE BEING PROPOSED AT THIS TIME. PLANS SPECIFICATIONS AND REPORTS WILL BE PROVIDED WITH ANY MPD FINAL DEVELOPMENT PLANS PROPOSING ANY CHANGES.



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drawn by: DWP  
 designed by: DWP  
 project no.: 024-05376  
 date: 11.03.2025

No  
Docket  
Memo  
Provided  
For  
260443



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**File #: 260444**

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ORDINANCE NO. 260444

Sponsor: Councilmember Nathan Willett

Directing the City Manager to display commemorative 30 by 60 foot “America 250” Betsy Ross Flags from City Hall in honor of the 250th anniversary of the United States of America; reducing appropriations in the amount of \$15,000.000 from the General Fund (1000) ; appropriating \$15,000.00 from the Unappropriated Fund Balance of the General Fund for the purchase, installation, and maintenance of such flags; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, the year 2026 marks the 250th anniversary of the founding of the United States of America, a historic milestone commemorating the nation’s independence, democratic ideals, and enduring commitment to liberty and justice; and

WHEREAS, the City of Kansas City recognizes the importance of celebrating this semiquincentennial anniversary in a manner that reflects civic pride, patriotism, and respect for the nation’s history; and

WHEREAS, the Betsy Ross flag, featuring thirteen stars arranged in a circle, is a widely recognized historic symbol representing the original thirteen colonies and the birth of the United States; and

WHEREAS, President Harry S. Truman, a native Missourian and the 33rd President of the United States, exemplified leadership, public service, and dedication to the nation, and his birthday month provides a meaningful time to begin this commemoration; and

WHEREAS, displaying large commemorative “America 250” Betsy Ross flags from City Hall will serve as a visible and unifying tribute for residents and visitors during this significant national celebration; NOW, THEREFORE,

**BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:**

Section 1. That the City Manager is hereby directed to arrange, including the purchase and installation, for the display of two (2) 30-foot by 60-foot “America 250” Betsy Ross flags from City Hall, with one flag being displayed on the north side of City Hall and one (1) flag being displayed on the south side of City Hall.

Section 2. That the City Manager is directed to ensure the flags shall be prominently displayed beginning in May, in observance of President Harry S. Truman’s birthday month, and shall remain in place through July 31, 2026, unless removal is required for safety, maintenance, or weather-related concerns.

Section 3. That the City Manager shall ensure that the installation and display of the flags comply with all applicable safety standards, building requirements, and flag display protocols.

Section 4. That the appropriation of \$15,000.00 in the following account of the General Fund, Fund No. 1000, is reduced by the following amount:

|                       |          |             |
|-----------------------|----------|-------------|
| 27-1000-101500-610300 | Prf Svcs | \$15,000.00 |
|-----------------------|----------|-------------|

Section 5. That the sum of \$15,000.00 is hereby appropriated from the Unappropriated Fund Balance of the General Fund to the following account:

|                       |         |             |
|-----------------------|---------|-------------|
| 27-1000-101500-613300 | Signage | \$15,000.00 |
|-----------------------|---------|-------------|

Section 6. That City staff are encouraged to coordinate with relevant departments and community partners to promote public awareness of the United States semiquincentennial and the significance of this display.

Section 7. That this ordinance, appropriating money, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(C) of the City Charter and shall take effect in accordance with Section 503 of the City Charter.

..end

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I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

---

Brenton Siverly  
Director of Finance

Approved as to form:

---

Katherine Chandler  
Senior Associate City Attorney

No  
Docket  
Memo  
Provided  
For  
260444



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**File #: 260445**

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ORDINANCE NO. 260445

Sponsor: City Manager's Office

Vacating the sidewalk right-of-way in proposed District MPD generally located within the area known as the Country Club Plaza; and directing the City Clerk to record certain documents. (CD-ROW-2025-00037)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Council of Kansas City does hereby find and declare that on the 13th day of October, 2025, a petition was filed with the City Clerk of Kansas City by James McClure for the vacation of:

A SIDEWALK VACATION SURROUNDING ALL THAT PART OF LOT 1, WORNALL PARK RESURVEY, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, RECORDED JULY 17, 1986, AS DOCUMENT NO. K-724383, IN PLAT BOOK 36 AT PAGE 88, SAID VACATION TRACT DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHWEST MOST CORNER OF SAID DESCRIED TRACT THEREIN, THENCE ALONG THE EASTERN RIGHT OF WAY LINE OF BROADWAY BOULEVARD AND RUNNING NORTH 02 DEGREES 25 MINUTES 26 SECONDS EAST A DISTANCE OF 216.52 FEET TO A POINT ALONG THE SOUTHERN RIGHT OF WAY LINE OF WEST 46TH

TERRACE, SAID POINT BEING A FOUND IRON PIPE WITH A CAP LYING SOUTH 0.17 FEET AND EAST 1.47 FEET FROM SAID POINT; THENCE RUNNING NORTH 87 DEGREES 39 MINUTES 24 SECONDS WEST A DISTANCE OF 10.72 FEET; THENCE SOUTH 02 DEGREES 25 MINUTES 26 SECONDS WEST A DISTANCE OF 280.96 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 18.31 FEET WITH AN ARC LENGTH OF 35.13 FEET AND A CHORD BEARING OF SOUTH 69 DEGREES 57 MINUTES 14 SECONDS EAST WITH A CHORD DISTANCE OF 19.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 22.00 FEET WITH AN ARC LENGTH OF 13.04 FEET AND A CHORD BEARING OF NORTH 69 DEGREES 57 MINUTES 14 SECONDS EAST WITH A CHORD DISTANCE OF 19.12 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 16 SECONDS EAST A DISTANCE OF 255.17 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 14.39 FEET WITH AN ARC LENGTH OF 16.72 FEET AND A CHORD BEARING OF NORTH 59 DEGREES 10 MINUTES 43 SECONDS EAST WITH A CHORD DISTANCE OF 15.85 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 50.44 FEET WITH AN ARC LENGTH OF 50.70 FEET AND A CHORD BEARING OF NORTH 25 DEGREES 52 MINUTES 44 SECONDS EAST WITH A CHORD DISTANCE OF 48.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 349.16 FEET WITH AN ARC LENGTH OF 213.63 FEET AND A CHORD BEARING OF NORTH 48 DEGREES 15 MINUTES 46 SECONDS EAST WITH A CHORD LENGTH OF 210.31 FEET; THENCE NORTH 60 DEGREES 12 MINUTES 23 SECONDS WEST A DISTANCE OF 12.99 FEET TO A POINT ALONG THE NORTHERN RIGHT OF WAY LINE OF WORNALL ROAD, THENCE ALONG SAID NORTHERN PUBLIC ROAD AND RUNNING ALONG A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 303.37 FEET WITH AN ARC LENGTH OF 206.14 FEET AND A CHORD BEARING OF SOUTH 49 DEGREES 15 MINUTES 34 SECONDS WEST WITH A CHORD DISTANCE OF 202.20 FEET; THENCE SOUTH 19 DEGREES 05 MINUTES 08 SECONDS A DISTANCE OF 3.34 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG AS SAID CURVE TO THE LEFT HAVING A RADIUS OF 60.50 FEET WITH AN ARC LENGTH OF 48.65 FEET AND A CHORD BEARING OF SOUTH 33 DEGREES 21 MINUTES 25 SECONDS WITH A CHORD DISTANCE OF 47.35 FEET; THENCE SOUTH 10 DEGREES 19 MINUTES 13 SECONDS WEST A DISTANCE OF 9.42 FEET; THENCE NORTH 87 DEGREES 24 MINUTES 16 SECONDS WEST A DISTANCE OF 287.78 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 26 SECONDS EAST A DISTANCE OF 58.25 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED TRACT CONTAINING 11,099 SQUARE FEET OR 0.25 ACRES, MORE OR LESS

AND

A SIDEWALK EASEMENT FOR USE WITH COURT OF PENGUINS - BLOCK 15 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LYING 16.71 FEET SOUTH EAST FROM THE SOUTH EASTERN MOST CORNER OF THE DESCRIBED TRACT OF LAND, THENCE ALONG THE FOLLOWING DESCRIBED COURSES: NORTH 26 DEGREES 17 MINUTES 10 SECONDS EAST A DISTANCE OF 50.06 FEET; THENCE NORTH 23 DEGREES 32 MINUTES 25 SECONDS EAST A DISTANCE OF 38.04 FEET TO A CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 359.27 FEET, AN ARC LENGTH OF 109.72 FEET, A CHORD BEARING OF NORTH 10 DEGREES 44 MINUTES 37 SECONDS EAST AND A CHORD LENGTH OF 109.30 FEET TO A COMPOUND CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15.30 FEET, AN ARC LENGTH OF 24.07 FEET, A CHORD BEARING OF NORTH 42 DEGREES 40 MINUTES 14 SECONDS WEST AND A CHORD LENGTH OF 21.66 FEET; THENCE LEAVING SAID CURVE AND RUNNING NORTH 87 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 229.89 FEET TO A CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 17.32 FEET, AN ARC LENGTH OF 11.92 FEET, A CHORD BEARING OF NORTH 68 DEGREES 01 MINUTE 31 SECONDS WEST AND A CHORD LENGTH OF 17.32 FEET TO A COMPOUND CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23.02 FEET, AN ARC LENGTH OF 16.59 FEET WITH A CHORD BEARING OF NORTH 68 DEGREES 57 MINUTES 53 SECONDS WEST AND A CHORD LENGTH OF 16.24 FEET; THENCE LEAVING SAID CURVE AND RUNNING NORTH 88 DEGREES 36 MINUTES 11 SECONDS WEST A DISTANCE OF 18.87 FEET TO A CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 14.81 FEET, AN ARC LENGTH OF 19.24 FEET, WITH A CHORD BEARING OF SOUTH 54 DEGREES 55 MINUTES 42 SECONDS WEST AND A CHORD DISTANCE OF 17.92 FEET; THENCE LEAVING SAID CURVE AND RUNNING SOUTH SOUTH 17 DEGREES 17 MINUTES 04 SECONDS WEST A DISTANCE OF 119.35 FEET; THENCE SOUTH 17 DEGREES 33 MINUTES 16 SECONDS WEST A DISTANCE OF 25.85 FEET; THENCE SOUTH 26 DEGREES 53 MINUTES 25 SECONDS WEST A DISTANCE OF 49.06 FEET, THENCE SOUTH 37 DEGREES 35 MINUTES 29 SECONDS WEST A DISTANCE OF 8.29 FEET TO A CURVE; THENCE ALONG A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 7.92 FEET, AN ARC LENGTH OF 13.79 FEET, A CHORD BEARING OF SOUTH 48 DEGREES 39 MINUTES 14 SECONDS WEST AND A CHORD LENGTH OF 12.11 FEET TO A COMPOUND CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 35.86 FEET, AN ARC LENGTH OF 50.88 FEET, A CHORD BEARING OF SOUTH 41 DEGREES 53 MINUTES 31 SECONDS EAST AND A CHORD LENGTH OF 46.72 FEET;

THENCE LEAVING SAID CURVE AND RUNNING SOUTH 87 DEGREES 51 MINUTES 27 SECONDS EAST A DISTANCE OF 13.17 FEET TO A CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 7.07 FEET, AN ARC LENGTH OF 14.10 FEET, A CHORD BEARING OF NORTH 35 DEGREES 01 MINUTE 36 SECONDS WEST AND A CHORD LENGTH OF 11.88 FEET; THENCE LEAVING SAID CURVE AND RUNNING NORTH 30 DEGREES 17 MINUTES 07 SECONDS WEST A DISTANCE OF 9.71 FEET; THENCE SOUTH 87 DEGREES 29 MINUTES 49 SECONDS EAST A DISTANCE OF 260.72 FEET TO A CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 19.21 FEET, AN ARC LENGTH OF 24.69 FEET, A CHORD BEARING OF NORTH 55 DEGREES 41 MINUTES 17 SECONDS EAST AND A CHORD LENGTH OF 23.02 FEET; THENCE NORTH 87 DEGREES 28 MINUTES 10 SECONDS WEST A DISTANCE OF 16.71 FEET TO A FOUND NAIL IN CONCRETE, SAID POINTS ALSO BEING THE SOUTH WEST MOST CORNER OF THE DESCRIBED TRACT THEREIN; THENCE ALONG THE WESTERN RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE AND RUNNING NORTH 26 DEGREES 54 MINUTES 59 SECONDS EAST A DISTANCE OF 58.25 FEET TO A CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 300 FEET, AN ARC LENGTH OF 126.39 FEET, A CHORD BEARING OF NORTH 14 DEGREES 45 MINUTES 23 SECONDS EAST AN A CHORD LENGTH OF 126.39 FEET; THENCE NORTH 02 DEGREES 35 MINUTES 47 SECONDS EAST A DISTANCE OF 12.89 FEET TO A POINT ALSO BEING THE INTERSECTING POINT BETWEEN THE WEST RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE AND THE SOUTH RIGHT OF WAY LINE OF NICHOLS ROAD; THENCE FOLLOWING THE SOUTH RIGHT-OF-WAY LINE OF SAID ROAD NORTH 87 DEGREES 36 MINUTES 06 SECONDS WEST A DISTANCE OF 277.48 FEET TO A POINT, SAID POINT ALSO BEING THE INTERSECTING POINT BETWEEN THE SOUTH RIGHT-OF-WAY LINE OF NICHOLS ROAD AND THE EAST RIGHT-OF-WAY LINE OF JEFFERSON STREET; THENCE FOLLOWING THE EAST RIGHT-OF-WAY LINE OF SAID STREET SOUTH 17 DEGREES 11 MINUTES 27 SECONDS WEST A DISTANCE OF 187.41 FEET TO A CURVE, THE BEGINNING OF SAID CURVE BEING A FOUND CROSS MARKING THE SOUTH WEST MOST CORNER OF SAID TRACT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 6.00 FEET, AN ARC LENGTH OF 10.96 FEET, A CHORD BEARING OF 35 DEGREES 08 MINUTES 21 SECONDS EAST AND A CHORD LENGTH OF 9.50 FEET TO A POINT, SAID POINT ALSO BEING A FOUND CROSS ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST 48TH STREET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STREET SOUTH 87 DEGREES 28 MINUTES 10 SECONDS EAST A DISTANCE OF 268.28 FEET TO THE POINT OF BEGINNING. THE TOTAL AREA OF THE DESCRIBED TRACT CONTAINS 16,303 SQUARE FEET OR 0.37 ACRES, MORE OR LESS.

AND

ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 49, RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, LYING WEST OF BROADWAY STREET, EAST OF PENNSYLVANIA AVENUE, SOUTH OF 47TH STREET AND NORTH OF NICHOLS ROAD & ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 49, RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, SAID TRACT IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ALONG THE WESTERN RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, AN 80 FOOT PUBLIC ROAD; THENCE RUNNING SOUTH ALONG SAID RIGHT-OF-WAY SOUTH 02 DEGREES 30 MINUTES 19 SECONDS WEST A DISTANCE OF 296.36 FEET TO A POINT ALONG THE NORTHERN RIGHT-OF-WAY LINE OF NICHOLS ROAD, A VARIABLE WIDTH PUBLIC ROAD; THENCE ALONG SAID NORTHERN RIGHT-OF-WAY NORTH 87 DEGREES 32 MINUTES 02 SECONDS WEST A DISTANCE OF 462.21 FEET TO A POINT ALONG THE EASTERN RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE, A 60 FOOT PUBLIC ROAD; THENCE NORTH ALONG SAID PUBLIC RIGHT-OF-WAY NORTH 02 DEGREES 29 MINUTES 12 SECONDS EAST A DISTANCE OF 302.07 FEET TO A POINT ALONG THE SOUTH RIGHT-OF-WAY LINE OF WEST 46TH STREET, A VARIABLE WIDTH PUBLIC ROAD; THENCE EAST ALONG SAID PUBLIC RIGHT-OF-WAY SOUTH 87 DEGREES 34 MINUTES 10 SECONDS EAST A DISTANCE OF 302.07 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 19 SECONDS WEST A DISTANCE OF 6.00 FEET; THENCE SOUTH 87 DEGREES 34 MINUTES 13 SECONDS A DISTANCE OF 85.97 FEET TO THE POINT OF BEGINNING. FROM SAID LAST POINT OF TRACT DESCRIBED THE FOLLOWING PROPOSED SIDEWALK EASEMENT: BEGINNING AT A POINT ALONG THE WESTERN RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, AN 80 FOOT PUBLIC ROAD; THENCE SOUTH 87 DEGREES 34 MINUTES 13 SECONDS EAST A DISTANCE OF 14.00 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 19 SECONDS WEST A DISTANCE OF 299.37 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET WITH AN ARC LENGTH OF 18.85 FEET AND HAVING A CHORD BEARING OF SOUTH 47 DEGREES 27 MINUTES 58 SECONDS WEST WITH A CHORD DISTANCE OF 16.97 FEET; THENCE LEAVING SAID CURVE AND RUNNING NORTH 87 DEGREES 32 MINUTES 02 SECONDS WEST A DISTANCE OF 461.21 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 11.00 FEET WITH AN ARC LENGTH OF 17.28 FEET AND HAVING A CHORD BEARING OF NORTH 42 DEGREES 31 MINUTES 25 SECONDS WEST WITH A CHORD LENGTH OF 15.56 FEET; THENCE LEAVING SAID CURVE AND RUNNING NORTH 02 DEGREES 29 MINUTES 12 SECONDS EAST A DISTANCE OF 278.25 FEET; THENCE NORTH 31 DEGREES 32 MINUTES 10 SECONDS WEST A

DISTANCE OF 12.04 FEET; THENCE NORTH 02 DEGREES 29 MINUTES 12 SECONDS EAST A DISTANCE OF 5.49 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET WITH AN ARC LENGTH OF 31.40 FEET AND A CHORD BEARING OF NORTH 47 DEGREES 27 MINUTES 31 SECONDS EAST WITH A CHORD DISTANCE OF 28.27 FEET; THENCE LEAVING SAID CURVE AND RUNNING SOUTH 87 DEGREES 34 MINUTES 10 SECONDS EAST A DISTANCE OF 442.60 FEET; THENCE NORTH 01 DEGREES 10 MINUTES 47 SECONDS EAST A DISTANCE OF 1.27 FEET TO A NON-TANGENTIAL CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT AND HAVING A RADIUS OF 18.60 FEET WITH AN ARC LENGTH OF 32.45 FEET AND HAVING A CHORD BEARING OF SOUTH 87 DEGREES 34 MINUTES 13 SECONDS WITH A CHORD LENGTH OF 28.49 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 19 SECONDS WEST A DISTANCE OF 14.91 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED TRACT CONTAINING 18,331 SQUARE FEET OR 0.42 ACRES, MORE OR LESS.

AND

A TRACT OF LAND LYING AROUND ALL FRONT OF STREETS ABUTTING ALL THAT PART OF LOTS 93 THROUGH 99 AND LOTS 102 THROUGH 113 OF LA SOLANA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED FEBRUARY 19, 1926 AS DOCUMENT NO. 272274, IN PLAT BOOK 23 AT PAGE 10, AND THAT PART OF 46TH STREET TERRACE RIGHT OF WAY VACATED BY ORDINANCE NUMBER 971461, APPROVED OCTOBER 16, 1997, LYING BELOW AN ELEVATION OF 158.00 FEET, KANSAS CITY, MISSOURI DATUM & LOT 114 OF LA SOLANA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED FEBRUARY 19, 1926, AS DOCUMENT NO. 272274, IN PLAT BOOK 23 AT PAGE 10, SAID EXHIBIT DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ALONG THE EASTERN RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE; THENCE RUNNING SOUTH ALONG SAID ROAD SOUTH 02 DEGREES 45 MINUTES 21 SECONDS WEST A DISTANCE OF 321.37 FEET; THENCE SOUTH 10 DEGREES 31 MINUTES 55 SECONDS WEST A DISTANCE OF 3.09 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 33 SECONDS WEST A DISTANCE OF 14.68 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15.10 FEET, AN ARC LENGTH OF 22.93 FEET WITH A CHORD BEARING OF SOUTH 41 DEGREES 40 MINUTES 19 SECONDS EAST AND A CHORD LENGTH OF 20.79 FEET; THENCE LEAVING SAID CURVE AND RUNNING SOUTH 87 DEGREES 28 MINUTES 13 SECONDS EAST A DISTANCE OF 473.08 FEET; THENCE SOUTH 57 DEGREES 51 MINUTES 53 SECONDS EAST A DISTANCE OF

10.10 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 9.64 FEET, AN ARC LENGTH OF 19.45 FEET WITH A CHORD BEARING OF NORTH 64 DEGREES 20 MINUTES EAST AND A CHORD DISTANCE OF 16.32 FEET; THENCE LEAVING SAID CURVE AND RUNNING NORTH 02 DEGREES 23 MINUTES 16 SECONDS EAST A DISTANCE OF 170.57 FEET; THENCE NORTH 86 DEGREES 15 MINUTES 46 SECONDS WEST A DISTANCE OF 9.77 FEET; THENCE RUNNING ALONG THE WESTERN RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD AND RUNNING SOUTH 02 DEGREES 20 MINUTES 03 SECONDS WEST A DISTANCE OF 159.39 FEET TO A POINT ALONG THE NORTHERN RIGHT-OF-WAY LINE OF WEST 47TH STREET; THENCE ALONG SAID NORTHERN LINE AND RUNNING NORTH 87 DEGREES 29 MINUTES 39 SECONDS WEST A DISTANCE OF 488.62 FEET TO A POINT ALONG THE EASTERN RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE; THENCE ALONG SAID EASTERN LINE AND RUNNING NORTH 02 DEGREES 21 MINUTES 35 SECONDS EAST A DISTANCE OF 339.89 FEET; THENCE NORTH 86 DEGREES 16 MINUTES 11 SECONDS WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED TRACT CONTAINING 12,532 SQUARE FEET OR 0.29 ACRES, MORE OR LESS

AND

A SIDEWALK VACATION SURROUNDING LOTS 65, 66, 69, 70, 71, 72 AND 73, COUNTRY CLUB PLAZA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FILED AUGUST 21, 1923, AS DOCUMENT NO. 134590, IN PLAT BOOK 21 AT PAGE 54, TOGETHER WITH THE VACATED NORTH 9.25 FEET OF PUBLIC COURT LYING SOUTH OF AND ADJOINING LOTS 66 AND 73, SAID VACATION TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EAST CORNER OF SAID TRACT AND RUNNING NORTH 87 DEGREES 24 MINUTES 16 SECONDS WEST A DISTANCE OF 197.58 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET WITH AN ARC LENGTH OF 13.60 FEET AND A CHORD BEARING OF NORTH 48 DEGREES 26 MINUTES 46 SECONDS WEST WITH A CHORD DISTANCE OF 12.58 FEET; THENCE NORTH 09 DEGREES 29 MINUTES 45 SECONDS WEST A DISTANCE OF 251.42 FEET; THENCE SOUTH 86 DEGREES 18 MINUTES 05 SECONDS WEST A DISTANCE OF 12.06 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET WITH AN ARC LENGTH OF 15.90 FEET AND A CHORD BEARING OF NORTH 61 DEGREES 14 MINUTES 48 SECONDS WEST WITH A CHORD DISTANCE OF 15.90 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 12 DEGREES 07 MINUTES 47 SECONDS WEST A DISTANCE OF 6.99 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT

HAVING A RADIUS OF 29.33 FEET WITH AN ARC LENGTH OF 67.88 FEET AND A CHORD BEARING OF NORTH 52 DEGREES 18 MINUTES 33 SECONDS EAST WITH A CHORD DISTANCE OF 53.71 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 87 DEGREES 19 MINUTES 09 SECONDS EAST A DISTANCE OF 259.91 FEET; THENCE SOUTH 08 DEGREES 20 MINUTES 09 SECONDS EAST A DISTANCE OF 4.15 FEET TO A POINT ALONG THE SOUTH RIGHT OF WAY LINE OF WEST 46TH STREET; THENCE ALONG SAID RIGHT OF WAY LINE AND RUNNING NORTH 87 DEGREES 19 MINUTES 09 SECONDS WEST A DISTANCE OF 275.09 FEET TO A POINT ALONG THE EAST RIGHT OF WAY LINE OF WYANDOTTE STREET AND RUNNING SOUTH 09 DEGREES 29 MINUTES 45 SECONDS EAST A DISTANCE OF 139.81 FEET; THENCE SOUTH 87 DEGREES 19 MINUTES 09 SECONDS EAST A DISTANCE OF 179.70 FEET; THENCE SOUTH 02 DEGREES 35 MINUTES 32 SECONDS A DISTANCE OF 76.31 FEET; THENCE NORTH 87 DEGREES 23 MINUTES 59 SECONDS WEST A DISTANCE OF 75.03 FEET; THENCE NORTH 02 DEGREES 32 MINUTES 17 SECONDS EAST A DISTANCE OF 66.50 FEET; THENCE NORTH 87 DEGREES 22 MINUTES 45 SECONDS WEST A DISTANCE OF 102.44 FEET TO A POINT ALONG THE EASTERN RIGHT OF WAY LINE OF WYANDOTTE STREET; THENCE ALONG SAID RIGHT OF WAY AND RUNNING SOUTH 09 DEGREES 29 MINUTES 18 SECONDS WEST A DISTANCE OF 139.41 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY LINE OF WEST 46TH STREET; THENCE SOUTH 87 DEGREES 24 MINUTES 16 SECONDS EAST A DISTANCE OF 162.99 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET WITH AN ARC LENGTH OF 36.93 FEET AND A CHORD BEARING OF NORTH 73 DEGREES 21 MINUTES 41 SECONDS EAST WITH A CHORD DISTANCE OF 36.24 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 02 DEGREES 32 MINUTES 32 SECONDS WEST A DISTANCE OF 26.18 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED VACATION CONTAINING 15,119 SQUARE FEET OR 0.34 ACRES, MORE OR LESS

AND

AN EASEMENT DESCRIBED ALONG ALL OR PARTS OF LOT 28 AND 45 THRU 56, COUNTRY CLUB PLAZA, A SUBDIVISION OF LAND RECORDED OCTOBER 23, 1911, AS DOCUMENT NO. 838840, IN PLAT BOOK 17 AT PAGE 42 AND RECORDED MAY 4, 1912, AS DOCUMENT NO. 867946, IN PLAT BOOK 17 AT PAGE 77, AND PARTS OF VACATED STREETS ADJOINING, BEING ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 49, RANGE 33, KANSAS CITY, JACKSON COUNTY, MISSOURI, BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF NICHOLS ROAD, AS NOW ESTABLISHED, ON THE NORTH BY THE WEST RIGHT-OF-

WAY LINE OF CENTRAL STREET, AS NOW ESTABLISHED, ON THE EAST; BY THE NORTH RIGHT-OF-WAY LINE OF WARD PARKWAY, AS NOW ESTABLISHED, ON THE SOUTH; AND BY THE EAST RIGHT-OF-WAY LINE OF WORNALL ROAD AS NOW ESTABLISHED, ON THE WEST; SAID TRACT BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST MOST CORNER OF THE DESCRIBED TRACT OF LAND, SAID POINT ALSO BEING THE EASTERN RIGHT OF WAY LINE OF BROADWAY BOULEVARD, THENCE RUNNING SOUTH 77 DEGREES 34 MINUTES 08 SECONDS WEST A DISTANCE OF 14.76 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 26 SECONDS EAST A DISTANCE OF 188.74 FEET TO A POINT OF NON-TANGENTIAL CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 14.75 FEET WITH AN ARC LENGTH OF 18.74 FEET AND A CHORD BEARING OF NORTH 41 DEGREES 46 MINUTES 01 SECONDS EAST WITH A CHORD DISTANCE OF 17.50 FEET; THENCE NORTH 77 DEGREES 33 MINUTES 13 SECONDS EAST A DISTANCE OF 265.56 FEET TO A POINT OF NON-TANGENTIAL CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 10.22 FEET WITH AN ARC LENGTH OF 16.08 FEET AND A CHORD BEARING OF SOUTH 57 DEGREES 31 MINUTES 39 SECONDS EAST WITH A CHORD DISTANCE OF 14.47 FEET; THENCE SOUTH 12 DEGREES 26 MINUTES 52 SECONDS EAST A DISTANCE OF 182.53 FEET; THENCE SOUTH 77 DEGREES 34 MINUTES 08 SECONDS WEST A DISTANCE OF 14.78 FEET TO A POINT ALONG THE WESTERN RIGHT OF WAY LINE OF CENTRAL STREET, SAID POINT ALSO BEING A FOUND CUT CROSS IN THE SIDEWALK; THENCE ALONG SAID PUBLIC RIGHT OF WAY AND RUNNING NORTH 12 DEGREES 26 MINUTES 52 SECONDS WEST A DISTANCE OF 176.73 FEET TO A POINT ALONG THE SOUTHERN RIGHT OF WAY LINE OF NICHOLS ROAD; THENCE ALONG SAID PUBLIC RIGHT OF WAY AND RUNNING SOUTH 77 DEGREES 33 MINUTES 13 SECONDS EAST A DISTANCE OF 265.56 FEET TO A POINT ALONG THE EASTERN RIGHT OF WAY LINE OF BROADWAY BOULEVARD, SAID POINT ALSO BEING A FOUND NAIL IN CONCRETE LYING NORTH 0.45 FEET AND WEST 1.15 FEET OF THE POINT THEREIN DESCRIBED; THENCE ALONG SAID EASTERN RIGHT OF WAY LINE AND RUNNING SOUTH 02 DEGREES 25 MINUTES 26 SECONDS WEST A DISTANCE OF 182.76 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED TRACT CONTAINING 9,802 SQUARE FEET OR 0.22 ACRES, MORE OR LESS

AND

A SIDEWALK VACATION SURROUNDING LOT 79, COUNTRY CLUB PLAZA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED OCTOBER 22, 1928, AS DOCUMENT NO. 3951 17, IN PLAT BOOK 23 AT PAGE 85, SAID VACATION TRACT DESCRIBED AS

FOLLOWS: COMMENCING FROM THE SOUTHWEST MOST CORNER OF SAID TRACT OF LAND, SAID POINT ALSO BEING THE POINT OF BEGINNING OF 'PROPOSED VACATION #1' AND BEING ALONG THE EASTERN RIGHT OF WAY LINE OF CENTRAL STREET AND RUNNING SOUTH 77 DEGREES 32 MINUTES 54 SECONDS WEST A DISTANCE OF 14.05 FEET; THENCE NORTH 12 DEGREES 26 MINUTES 52 SECONDS WEST A DISTANCE OF 131.85 FEET; THENCE NORTH 66 DEGREES 20 MINUTES 40 SECONDS WEST A DISTANCE OF 9.32 FEET; THENCE NORTH 12 DEGREES 26 MINUTES 52 SECONDS WEST A DISTANCE OF 40.93 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 18.00 FEET WITH AN ARC LENGTH OF 28.27 FEET AND A CHORD BEARING OF NORTH 32 DEGREES 33 DEGREES | SECONDS EAST AND A CHORD DISTANCE OF 25.46 FEET; THENCE NORTH 77 DEGREES 33 MINUTES II SECONDS EAST A DISTANCE OF 95.05 FEET; THENCE SOUTH 66 DEGREES 53 MINUTES 35 SECONDS EAST A DISTANCE OF 12.79 FEET TO A POINT OF NON-TANGENTIAL CURVATURE, SAID POINT ALSO BEING ALONG THE SOUTHERN RIGHT OF WAY LINE OF NICHOLS ROAD; THENCE FOLLOWING SAID RIGHT OF WAY AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 667.73 FEET WITH AN ARC LENGTH OF 125.00 FEET AND A CHORD BEARING OF SOUTH 70 DEGREES 54 MINUTES 51 SECONDS WEST AND A CHORD DISTANCE OF 104.85 FEET; THENCE SOUTH 77 DEGREES 33 MINUTES 13 SECONDS WEST A DISTANCE OF 162.66 FEET TO A POINT ALONG THE EASTERN RIGHT OF WAY LINE OF WYANDOTTE STREET; THENCE ALONG SAID RIGHT OF WAY RUNNING SOUTH 12 DEGREES 26 MINUTES 52 SECONDS EAST A DISTANCE OF 176.42 FEET TO THE POINT OF BEGINNING. THENCE DESCRIBED THE FOLLOWING DESCRIBED SECOND PART OF SAID SIDEWALK VACATION: BEGINNING AT A POINT ALONG THE WESTERN RIGHT OF WAY LINE OF WYANDOTTE STREET, SAID POINT BEING THE POINT OF BEGINNING OF 'PROPOSED VACATION #2' AND RUNNING NORTH 77 DEGREES 32 MINUTES 54 SECONDS EAST A DISTANCE OF 14.66 FEET; THENCE NORTH 12 DEGREES 14 MINUTES 28 SECONDS WEST A DISTANCE OF 178.78 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET WITH AN ARC LENGTH OF 15.74 FEET AND A CHORD BEARING OF NORTH 57 DEGREES 20 MINUTES 38 SECONDS WEST WITH A CHORD DISTANCE OF 14.17 FEET; THENCE SOUTH 77 DEGREES 33 MINUTES 13 SECONDS WEST A DISTANCE OF 4.62 FEET TO A POINT ALONG THE WESTERN RIGHT OF WAY LINE OF WYANDOTTE STREET; THENCE ALONG SAID RIGHT OF WAY AND RUNNING SOUTH 12 DEGREES 14 MINUTES 28 SECONDS EAST A DISTANCE OF 188.82 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE COMBINED DESCRIBED VACATIONS CONTAINING 9,701 SQUARE FEET OR 0.22 ACRES, MORE OR LESS

AND

A SIDEWALK VACATION DESCRIBED ALONG ALL OR PARTS OF LOTS 38 THRU 44 AND 57 THRU 64, COUNTRY CLUB PLAZA, A SUBDIVISION OF LAND RECORDED SEPTEMBER 26, 1911 AS DOCUMENT NO. 838840, IN PLAT BOOK 17 AT PAGE 42 AND RECORDED MAY 4, 1912, AS DOCUMENT NO. 867946, IN PLAT BOOK 17 AT PAGE 77, AND PARTS OF VACATED STREETS ADJOINING, BEING ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 49, RANGE 33, KANSAS CITY, JACKSON COUNTY, MISSOURI, SAID VACATION DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ALONG THE SOUTH EAST MOST CORNER OF THE TRACT OF LAND DESCRIBED; THENCE SOUTH 12 DEGREES 26 MINUTES 52 SECONDS EAST A DISTANCE OF 10.67 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 44.00 FEET WITH AN ARC LENGTH OF 69.16 FEET AND A CHORD BEARING OF SOUTH 32 DEGREES 34 MINUTES 53 SECONDS WEST WITH A CHORD DISTANCE OF 62.26 FEET; THENCE SOUTH 77 DEGREES 33 MINUTES 13 SECONDS WEST A DISTANCE OF 233.57 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET WITH AN ARC LENGTH OF 31.71 FEET AND A CHORD BEARING OF NORTH 50 DEGREES 00 MINUTES 41 SECONDS WEST WITH A CHORD LENGTH OF 31.71 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 26 SECONDS EAST A DISTANCE OF 19.32 FEET; THENCE NORTH 31 DEGREES 57 MINUTES 43 SECONDS EAST A DISTANCE OF 7.78 FEET; THENCE NORTH 02 DEGREES 36 MINUTES 49 SECONDS EAST A DISTANCE OF 267.78 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET WITH AN ARC LENGTH OF 18.85 FEET AND A CHORD BEARING OF NORTH 47 DEGREES 36 MINUTES 23 SECONDS EAST WITH A CHORD DISTANCE OF 16.97 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 03 SECONDS EAST A DISTANCE OF 7.48 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 16.00 FEET WITH AN ARC LENGTH OF 10.68 FEET AND A CHORD BEARING OF SOUTH 68 DEGREES 17 MINUTES 03 SECONDS EAST WITH A CHORD DISTANCE OF 10.48 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 16.00 FEET WITH AN ARC LENGTH OF 10.68 FEET AND A CHORD BEARING OF SOUTH 68 DEGREES 17 MINUTES 03 SECONDS EAST WITH A CHORD DISTANCE OF 10.48 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 03 SECONDS EAST A DISTANCE OF 166.96 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 18.00 FEET WITH AN ARC LENGTH OF 23.55 FEET AND A CHORD BEARING OF SOUTH 49 DEGREES 55 MINUTES 27 SECONDS EAST WITH A CHORD DISTANCE OF 21.90 FEET; THENCE SOUTH 12

DEGREES 26 MINUTES 52 SECONDS EAST A DISTANCE OF 2.76 FEET TO A POINT ALONG THE SOUTH LINE OF WEST 47TH STREET; THENCE ALONG SAID PUBLIC RIGHT OF WAY AND RUNNING NORTH 87 DEGREES 24 MINUTES 16 SECONDS WEST A DISTANCE OF 215.27 FEET TO A POINT ALONG THE EASTERN RIGHT OF WAY LINE OF BROADWAY BOULEVARD; THENCE ALONG SAID PUBLIC RIGHT OF WAY AND RUNNING SOUTH 02 DEGREES 25 MINUTES 26 SECONDS WEST A DISTANCE OF 297.47 TO A POINT ALONG THE NORTH RIGHT OF WAY LINE OF NICHOLS ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE AND RUNNING NORTH 77 DEGREES 33 MINUTES 13 SECONDS EAST A DISTANCE OF 240.20 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 44.00 FEET WITH AN ARC LENGTH OF 69.16 FEET AND A CHORD BEARING OF NORTH 32 DEGREES 34 MINUTES 53 SECONDS EAST WITH A CHORD DISTANCE OF 62.26 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED TRACT CONTAINING 8,866 SQUARE FEET OR 0.20 ACRES, MORE OR LESS

AND

LOT 11, TOGETHER WITH THAT PORTION OF VACATED PENNSYLVANIA AVENUE LYING EASTERLY THEREOF AND ADJOINING, PHILLIPS PLAZA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED MARCH 26, 1929, AS DOCUMENT NO. 407685, IN PLAT BOOK 23 AT PAGE 95. A TRACT OF LAND LYING ALONG ALL FRONTS OF STREETS ABUTTING A TRACT OF LAND BEING LOT 11, TOGETHER WITH THAT PORTION OF VACATED PENNSYLVANIA AVENUE LYING EASTERLY THEREOF AND ADJOINING PHILLIPS PLAZA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, SAID TRACT OF LAND BEING A PROPOSED SIDEWALK EASEMENT AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WESTERN MOST CORNER OF LOT 11, SAID POINT LOCATED ALONG THE NORTHERN RIGHT-OF-WAY LINE OF WARD PARKWAY, THENCE RUNNING ALONG SAID RIGHT OF WAY SOUTH 77 DEGREES, 36 MINUTES 56 SECONDS WEST A DISTANCE OF 26.41 FEET; THENCE LEAVING SAID WARD PARKWAY AND RUNNING NORTH 17 DEGREES 09 MINUTES 41 SECONDS EAST A DISTANCE OF 180.52 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 29.28 FEET, AN ARC LENGTH OF 35.01 FEET WITH A CHORD BEARING OF NORTH 56 DEGREES 02 MINUTES 50 SECONDS EAST AND A CHORD LENGTH OF 32.96 FEET, THENCE SOUTH 87 DEGREES 30 MINUTES 09 SECONDS EAST A DISTANCE OF 237.87 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.56 FEET, A CHORD LENGTH OF 40.15 FEET WITH A CHORD BEARING OF SOUTH 42 DEGREES 30 MINUTES 14 SECONDS

EAST AND A CHORD LENGTH OF 36.15 FEET; THENCE SOUTH 02 DEGREES 29 MINUTES 41 SECONDS WEST A DISTANCE OF 79.47 FEET; THENCE SOUTH 77 DEGREES 36 MINUTES 56 SECONDS WEST A DISTANCE OF 31.50 FEET; THENCE IN A NORTH EASTERLY DIRECTION ALONG A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 25 FEET, AN ARC LENGTH OF 32.74 FEET WITH A CHORD BEARING OF NORTH 40 DEGREES 05 MINUTES 54 SECONDS EAST AND A CHORD LENGTH OF 30.45 FEET; THENCE ALONG THE WESTERN PUBLIC RIGHT-OF-WAY OF PENNSYLVANIA AVENUE AND RUNNING NORTH 02 DEGREES 34 MINUTES 51 SECONDS EAST A DISTANCE OF 58.72 FEET (RECORD DISTANCE OF 50.80 FEET); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15 DEGREES, AN ARC LENGTH OF 23.56 FEET WITH A CHORD BEARING OF 42 DEGREES 24 MINUTES 55 SECONDS WEST AND A CHORD LENGTH OF 21.21 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF WEST 48TH STREET AND RUNNING NORTH 87 DEGREES 28 MINUTES 10 SECONDS WEST A DISTANCE OF 247.21 FEET (RECORD DISTANCE 236.15 FEET); THENCE ALONG THE EASTERN RIGHT-OF-WAY LINE OF JEFFERSON STREET AND RUNNING SOUTH 17 DEGREES 16 MINUTES 05 SECONDS WEST A DISTANCE OF 170.65 FEET (RECORD DISTANCE OF 170.78 FEET); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 6.00 FEET, AN ARC LENGTH OF 12.53 FEET WITH A CHORD BEARING OF 42 DEGREES 33 MINUTES 29 SECONDS EAST AND A CHORD LENGTH OF 10.37 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED TRACT CONTAINING 7,949 SQUARE FEET OR 0.18 ACRES, MORE OR LESS

AND

A SIDEWALK VACATION SURROUNDING ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 49, RANGE 33, INCLUDING PART OF LOTS 13, 14, 15, 16 AND 20 AND ALL OF LOTS 21 THROUGH 28, BOTH INCLUSIVE, PENN PARK, A SUBDIVISION RECORDED SEPTEMBER 5, 1905, AS DOCUMENT NO, 539873, IN PLAT BOOK 13 AT PAGE 42 AND INCLUDING PART OF VACATED JEFFERSON STREET ALL IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, SAID VACATION TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST MOST CORNER OF SAID TRACT AND ALSO BEING THE SOUTH RIGHT OF WAY LINE OF WEST 47TH STREET AND RUNNING NORTH 02 DEGREES 36 MINUTES 51 SECONDS EAST A DISTANCE OF 14.63 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 28 SECONDS WEST A DISTANCE OF 133.91 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET WITH AN ARC LENGTH OF 22.86 FEET AND A CHORD BEARING OF SOUTH 46 DEGREES 16 MINUTES 13 SECONDS

WEST WITH A CHORD DISTANCE OF 20.71 FEET; THENCE SOUTH 02 DEGREES 36 MINUTES 55 SECONDS WEST A DISTANCE OF 434.33 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 28 SECONDS EAST A DISTANCE OF 13.07 FEET; THENCE NORTH 02 DEGREES 36 MINUTES 55 SECONDS EAST A DISTANCE OF 434.01 FEET TO A POINT; THENCE NORTH 89 DEGREES 55 MINUTES 28 SECONDS EAST A DISTANCE OF 135.16 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED VACATION CONTAINING 7,787 SQUARE FEET OR 0.179 ACRES, MORE OR LESS.

AND

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 49 NORTH, RANGE 33 EAST, INCLUDING PART OF LOTS AND 16, PENN PARK, A SUBDIVISION RECORDED SEPTEMBER 5, 1905, AS DOCUMENT NO. 539873, IN PLAT BOOK 13 AT PAGE 42; INCLUDING PART OF THE VACATED ALLEY LYING BETWEEN SAID LOTS AND 16 AND INCLUDING PART OF VACATED PENNSYLVANIA AVENUE, ALL IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, SAID PROPOSED EASEMENT BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF JEFFERSON STREET, A VARIABLE WIDTH PUBLIC RIGHT OF WAY, ALSO SAID POINT BEING A FOUND CROSS MARKING THE NORTHWEST CORNER OF THE DESCRIBED TRACT OF LAND; THENCE ALONG THE EASTERN RIGHT OF WAY LINE OF SAID STREET, SOUTH 02 DEGREES 13 MINUTES 58 SECONDS WEST A DISTANCE OF 146.33 FEET TO A POINT MARKING THE NORTHERN RIGHT OF WAY LINE OF NICHOLS ROAD TO A POINT, SAID POINT ALSO BEING A FOUND CROSS MARKING THE SOUTHWEST CORNER OF THE DESCRIBED TRACT OF LAND; THENCE FOLLOWING THE NORTHERN RIGHT OF WAY LINE OF NICHOLS ROAD, SOUTH 87 DEGREES 36 MINUTES 06 SECONDS EAST A DISTANCE OF 247.75 FEET TO A POINT, SAID POINT ALSO BEING THE WESTERN RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE; THENCE ALONG SAID WESTERN RIGHT OF WAY NORTH 02 DEGREES 29 MINUTES 12 SECONDS EAST A DISTANCE OF 146.02 FEET TO A FOUND CROSS MARKING THE NORTHEAST CORNER OF THE DESCRIBED TRACT; THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE FOLLOWING DESCRIBED COURSES: SOUTH 87 DEGREES 31 MINUTES 50 SECONDS EAST A DISTANCE OF 13.85 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 01 SECONDS WEST A DISTANCE OF 145.41 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTWARDLY ALONG A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 14.19 FEET, AN ARC DISTANCE OF 6.81 FEET WITH A CHORD BEARING OF SOUTH 15 DEGREES 59 MINUTES 37 SECONDS WEST AND A CHORD DISTANCE OF 6.75 FEET

TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTWARDLY ALONG A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 35.29 FEET, AN ARC LENGTH OF 22.63 FEET WITH A CHORD BEARING OF SOUTH 54 DEGREES 45 MINUTES 41 SECONDS WEST AND A CHORD DISTANCE OF 22.24 FEET; THENCE NORTH 87 DEGREES 27 MINUTES 34 SECONDS WEST A DISTANCE OF 222.25 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTWARDLY ALONG A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 15.83 FEET, AN ARC DISTANCE OF 8.04 FEET WITH A CHORD BEARING OF SOUTH 77 DEGREES 59 MINUTES 53 SECONDS WEST AND A CHORD DISTANCE OF 7.95 FEET TO A COMPOUND CURVE; THENCE NORTHWESTWARDLY ALONG A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 20.16 FEET, AN ARC DISTANCE OF 51.64 FEET WITH A CHORD BEARING OF NORTH 51 DEGREES 35 MINUTES 19 SECONDS WEST AND A CHORD DISTANCE OF 40.76 FEET TO A COMPOUND CURVE; THENCE NORTHWESTWARDLY ALONG A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 304.26 FEET, AN ARC DISTANCE OF 62.34 FEET WITH A CHORD BEARING OF NORTH 08 DEGREES 47 MINUTES 23 SECONDS EAST AND A CHORD DISTANCE OF 56.13 FEET; THENCE NORTH 02 DEGREES 36 MINUTES 21 SECONDS EAST A DISTANCE OF 87.58 FEET; THENCE SOUTH 87 DEGREES 3 MINUTES 50 SECONDS EAST A DISTANCE OF 13.57 FEET TO THE POINT OF BEGINNING. THE TOTAL AREA OF THE DESCRIBED TRACT OF LAND CONTAINS 9,723 SQ. FT. OR 0.22 ACRES, MORE OR LESS

AND

A SIDEWALK VACATION SURROUNDING LOTS 1, 2 AND 3, AND ALL THOSE PARTS OF LOTS 4, 5, 6, 7 AND 8, BLOCK 3, AND LOT OR BLOCK B, ELMDALE, A SUBDIVISION OF LAND IN KANSAS CITY, JACKSON COUNTY, MISSOURI, RECORDED JUNE 9, 1903, AS DOCUMENT NO. 450349, IN PLAT BOOK 12 AT PAGE 15, SAID VACATION TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST MOST CORNER OF SAID DESCRIBED PLAT, SAID POINT ALSO BEING ALONG THE SOUTHERN RIGHT OF WAY LINE OF WEST 46TH STREET AND RUNNING NORTH 01 DEGREES 08 MINUTES 47 SECONDS WEST A DISTANCE OF 16.52 FEET; THENCE NORTH 87 DEGREES 24 MINUTES 16 SECONDS WEST A DISTANCE OF 223.02 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 14.00 FEET WITH AN ARC LENGTH OF 26.52 FEET AND A CHORD BEARING OF SOUTH 40 DEGREES 10 MINUTES 37 SECONDS WEST WITH A CHORD DISTANCE OF 22.19 FEET; THENCE SOUTH 12 DEGREES 14 MINUTES 28 SECONDS EAST A DISTANCE OF 368.09 FEET; THENCE NORTH 77 DEGREES 44 MINUTES 16 SECONDS EAST A DISTANCE OF 15.11 FEET TO A POINT ALONG THE EASTERN RIGHT OF

WAY LINE OF WYANDOTTE STREET; THENCE ALONG SAID RIGHT OF WAY AND RUNNING NORTH 12 DEGREES 14 MINUTES 28 SECONDS EAST A DISTANCE OF 339.24 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET WITH AN ARC LENGTH OF 36.59 FEET AND A CHORD BEARING OF NORTH 40 DEGREES 10 MINUTES 37 SECONDS EAST WITH A CHORD DISTANCE OF 31.70 FEET TO A POINT ALONG THE SOUTHERN RIGHT OF WAY LINE OF WEST 46TH STREET; THENCE RUNNING ALONG SAID RIGHT OF WAY AND RUNNING SOUTH 87 DEGREES 24 MINUTES 16 SECONDS EAST A DISTANCE OF 196.31 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED VACATION CONTAINING 9,575 SQUARE FEET 0.22 ACRES, MORE OR LESS

AND

A SIDEWALK VACATION SURROUNDING LOT 78, COUNTRY CLUB PLAZA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FILED OCTOBER 22, 1928, AS DOCUMENT NO. 395117 IN PLAT BOOK 23, AT PAGE 85. EXCLUDING THE INTERIOR OF SAID TRACT OF LAND, THIS VACATION TRACT IS DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHWEST MOST CORNER OF SAID TRACT OF LAND, SAID POINT ALSO BEING ALONG THE NORTHERN RIGHT OF WAY LINE OF NICHOLS ROAD AND THE EASTERN RIGHT OF WAY LINE OF CENTRAL STREET AND RUNNING SOUTH 66 DEGREES 31 MINUTES 23 SECONDS WEST A DISTANCE OF 15.07 FEET TO THE POINT OF BEGINNING OF SAID SIDEWALK VACATION; THENCE RUNNING NORTH 12 DEGREES 26 MINUTES 52 SECONDS WEST A DISTANCE OF 221.57 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET WITH AN ARC LENGTH OF 18.33 FEET AND A CHORD BEARING OF NORTH 40 DEGREES 04 MINUTES 25 SECONDS EAST WITH A CHORD DISTANCE OF 15.87 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 16 SECONDS EAST A DISTANCE OF 349.96 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET WITH AN ARC LENGTH OF 13.12 FEET AND A CHORD BEARING OF SOUTH 49 DEGREES 49 MINUTES 22 SECONDS EAST WITH A CHORD DISTANCE OF 12.20 FEET; THENCE SOUTH 12 DEGREES 14 MINUTES 28 SECONDS EAST A DISTANCE OF 112.68 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 11.00 FEET WITH AN ARC LENGTH OF 16.07 FEET AND A CHORD BEARING OF SOUTH 29 DEGREES 36 MINUTES 44 SECONDS WEST WITH A CHORD DISTANCE OF 14.68 FEET; THENCE SOUTH 71 DEGREES 27 MINUTES 57 SECONDS WEST A DISTANCE OF 56.35 FEET TO A POINT OF NON-TANGENTIAL

CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 590.61 FEET WITH AN ARC LENGTH OF 114.97 FEET AND A CHORD BEARING OF SOUTH 71 DEGREES 58 MINUTES 37 SECONDS WEST WITH A CHORD DISTANCE OF 114.79 FEET; THENCE SOUTH 77 DEGREES 33 MINUTES 13 SECONDS WEST A DISTANCE OF 167.45 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET WITH AN ARC LENGTH OF 15.71 FEET AND A CHORD BEARING OF NORTH 57 DEGREES 26 MINUTES 50 SECONDS WEST WITH A CHORD LENGTH OF 14.14 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED TRACT CONTAINING 15,593 SQUARE FEET OR 0.35 ACRES, MORE OR LESS

AND

ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 49, RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, THAT LIES WEST OF BROADWAY STREET, NOW KNOWN AS WORNALL ROAD, EAST OF PENNSYLVANIA AVENUE, SOUTH OF NICHOLS ROAD AND NORTH OF WARD PARKWAY, SAID VACATION TRACT IS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNERS OF SAID TRACT OF LAND, SAID POINT BEING ALONG THE NORTHERN RIGHT-OF-WAY LINE OF WARD PARKWAY AND THE EASTERN RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE, THENCE ALONG SAID NORTHERN RIGHT-OF-WAY AND RUNNING SOUTH 77 DEGREES 33 MINUTES 34 SECONDS WEST A DISTANCE OF 0.59 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 26.18 FEET WITH AN ARC LENGTH OF 29.14 FEET WITH A CHORD BEARING OF NORTH 05 DEGREES 01 MINUTES 22 SECONDS WEST WITH A CHORD DISTANCE OF 27.66 FEET; THENCE NORTH 26 DEGREE 52 MINUTES 07 SECONDS EAST A DISTANCE OF 157.27 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 372.66 FEET WITH AN ARC LENGTH OF 158.20 FEET AND A CHORD BEARING OF NORTH 14 DEGREES 42 MINUTES 38 SECONDS EAST WITH A CHORD LENGTH OF 157.02 FEET; THENCE NORTH 02 DEGREES 32 MINUTES 56 SECONDS EAST A DISTANCE OF 15.73 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET WITH AN ARC LENGTH OF 18.87 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 02 SECONDS EAST A DISTANCE OF 456.51 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET WITH AN ARC LENGTH OF 18.84 FEET AND WITH A CHORD BEARING OF SOUTH 42 DEGREES 30 MINUTES 51 SECONDS EAST WITH A CHORD LENGTH OF 16.96 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 19 SECONDS WEST A DISTANCE OF 186.74 FEET; THENCE SOUTH 77 DEGREES 33

MINUTES 34 SECONDS WEST A DISTANCE OF 9.49 FEET; THENCE NORTH ALONG THE WESTERN RIGHT-OF-WAY OF BROADWAY BOULEVARD AND RUNNING NORTH 02 DEGREES 30 MINUTES 19 SECONDS EAST A DISTANCE OF 185.84 FEET TO A POINT, SAID POINT BEING THE SOUTHERN RIGHT-OF-WAY LINE OF NICHOLS ROAD; THENCE ALONG SAID ROAD AND RUNNING NORTH 87 DEGREES 32 MINUTES 02 SECONDS WEST TO A POINT ALONG THE EASTERN RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE; THENCE ALONG SAID EASTERN RIGHT-OF-WAY LINE AND RUNNING SOUTH 02 DEGREES 32 MINUTES 56 SECONDS WEST A DISTANCE OF 12.31 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 388.00 FEET WITH AN ARC LENGTH OF 164.69 FEET AND A CHORD BEARING OF SOUTH 14 DEGREES 42 MINUTES 32 SECONDS WEST AND A CHORD DISTANCE OF 163.46 FEET; THENCE SOUTH 26 DEGREES 52 MINUTES 07 SECONDS WEST A DISTANCE OF 180.41 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED TRACT CONTAINING 14,245 SQUARE FEET OR 0.32 ACRES, MORE OR LESS

AND

A SIDEWALK VACATION SURROUNDING LOTS 74, 75, 76 AND 77, COUNTRY CLUB PLAZA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED AUGUST 21, 1923, AS DOCUMENT NO. 134590, IN PLAT BOOK 21 AT PAGE 54, SAID VACATION TRACTS OUTER BOUNDARY IS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ALONG THE SOUTHWEST CORNER OF SAID TRACT THEREIN DESCRIBED, SAID POINT BEING ALONG A POINT OF CURVATURE, THENCE RUNNING NORTH 28 DEGREES 15 MINUTES 12 SECONDS WEST A DISTANCE OF 7.34 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED VACATION; THENCE ALONG THE OUTER PERIMETER THE FOLLOWING VACATION ALONG A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 356.03 FEET WITH AN ARC LENGTH OF 213.96 FEET AND A CHORD BEARING OF NORTH 44 DEGREES 31 MINUTES 49 SECONDS EAST WITH A CHORD DISTANCE OF 210.76 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 22.00 FEET WITH AN ARC LENGTH OF 54.93 FEET AND A CHORD BEARING OF SOUTH 81 DEGREES 09 MINUTES 14 SECONDS EAST WITH A CHORD DISTANCE OF 41.73 FEET; THENCE SOUTH 09 DEGREES 37 MINUTES 18 SECONDS EAST A DISTANCE OF 169.90 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET WITH AN ARC LENGTH OF 35.68 FEET AND A CHORD BEARING OF SOUTH 41 DEGREES 29 MINUTES 13 SECONDS WEST WITH A CHORD LENGTH OF 31.13 FEET;

THENCE NORTH 87 DEGREES 24 MINUTES 16 SECONDS WEST A DISTANCE OF 215.31 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 13.00 FEET WITH AN ARC LENGTH OF 33.84 FEET AND A CHORD BEARING OF NORTH 12 DEGREES 49 MINUTES 44 SECONDS WEST WITH A CHORD DISTANCE OF 25.06 FEET; THENCE NORTH 61 DEGREES 44 MINUTES 48 SECONDS EAST A DISTANCE OF 27.07 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED TRACT CONTAINING 46, 186 SQUARE FEET OR 1.06 ACRES, MORE OR LESS;

giving the distinct description of the sidewalk right-of-way to be vacated, and also the names of the persons and corporations owning or claiming to own the property fronting thereon, and that the consent of the persons and corporations owning or claiming to own three-fourths of the front feet of the property immediately adjoining said sidewalk right-of-way has been obtained in writing, that said consent has been acknowledged as deeds are acknowledged, and was duly filed with the petition for such vacation in the City Clerk's Office.

Section 2. That the Council finds that the City Plan Commission has duly endorsed its approval of this Ordinance hereon.

Section 3. That the Council finds that no private rights will be unreasonably injured or endangered by this vacation and that the public will suffer no unreasonable loss or inconvenience thereby.

Section 4. That A SIDEWALK VACATION SURROUNDING ALL THAT PART OF LOT 1, WORNALL PARK RESURVEY, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, RECORDED JULY 17, 1986, AS DOCUMENT NO. K-724383, IN PLAT BOOK 36 AT PAGE 88, SAID VACATION TRACT DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHWEST MOST CORNER OF SAID DESCRIBED TRACT THEREIN, THENCE ALONG THE EASTERN RIGHT OF WAY LINE OF BROADWAY BOULEVARD AND RUNNING NORTH 02 DEGREES 25 MINUTES 26 SECONDS EAST A DISTANCE OF 216.52 FEET TO A POINT ALONG THE SOUTHERN RIGHT OF WAY LINE OF WEST 46TH TERRACE, SAID POINT BEING A FOUND IRON PIPE WITH A CAP LYING SOUTH 0.17 FEET AND EAST 1.47 FEET FROM SAID POINT; THENCE RUNNING NORTH 87 DEGREES 39 MINUTES 24 SECONDS WEST A DISTANCE OF 10.72 FEET; THENCE SOUTH 02 DEGREES 25 MINUTES 26 SECONDS WEST A DISTANCE OF 280.96 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 18.31 FEET WITH AN ARC LENGTH OF 35.13 FEET AND A CHORD BEARING OF SOUTH 69 DEGREES 57 MINUTES 14 SECONDS EAST WITH A CHORD DISTANCE OF 19.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 22.00 FEET WITH AN ARC LENGTH OF 13.04 FEET AND A CHORD BEARING OF NORTH 69 DEGREES 57 MINUTES 14 SECONDS EAST WITH A CHORD DISTANCE OF 19.12 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 16 SECONDS EAST A DISTANCE OF 255.17 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 14.39 FEET WITH AN ARC

LENGTH OF 16.72 FEET AND A CHORD BEARING OF NORTH 59 DEGREES 10 MINUTES 43 SECONDS EAST WITH A CHORD DISTANCE OF 15.85 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 50.44 FEET WITH AN ARC LENGTH OF 50.70 FEET AND A CHORD BEARING OF NORTH 25 DEGREES 52 MINUTES 44 SECONDS EAST WITH A CHORD DISTANCE OF 48.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 349.16 FEET WITH AN ARC LENGTH OF 213.63 FEET AND A CHORD BEARING OF NORTH 48 DEGREES 15 MINUTES 46 SECONDS EAST WITH A CHORD LENGTH OF 210.31 FEET; THENCE NORTH 60 DEGREES 12 MINUTES 23 SECONDS WEST A DISTANCE OF 12.99 FEET TO A POINT ALONG THE NORTHERN RIGHT OF WAY LINE OF WORNALL ROAD, THENCE ALONG SAID NORTHERN PUBLIC ROAD AND RUNNING ALONG A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 303.37 FEET WITH AN ARC LENGTH OF 206.14 FEET AND A CHORD BEARING OF SOUTH 49 DEGREES 15 MINUTES 34 SECONDS WEST WITH A CHORD DISTANCE OF 202.20 FEET; THENCE SOUTH 19 DEGREES 05 MINUTES 08 SECONDS A DISTANCE OF 3.34 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG AS SAID CURVE TO THE LEFT HAVING A RADIUS OF 60.50 FEET WITH AN ARC LENGTH OF 48.65 FEET AND A CHORD BEARING OF SOUTH 33 DEGREES 21 MINUTES 25 SECONDS WITH A CHORD DISTANCE OF 47.35 FEET; THENCE SOUTH 10 DEGREES 19 MINUTES 13 SECONDS WEST A DISTANCE OF 9.42 FEET; THENCE NORTH 87 DEGREES 24 MINUTES 16 SECONDS WEST A DISTANCE OF 287.78 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 26 SECONDS EAST A DISTANCE OF 58.25 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED TRACT CONTAINING 11,099 SQUARE FEET OR 0.25 ACRES, MORE OR LESS

AND

A SIDEWALK EASEMENT FOR USE WITH COURT OF PENGUINS - BLOCK 15 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LYING 16.71 FEET SOUTH EAST FROM THE SOUTH EASTERN MOST CORNER OF THE DESCRIBED TRACT OF LAND, THENCE ALONG THE FOLLOWING DESCRIBED COURSES: NORTH 26 DEGREES 17 MINUTES 10 SECONDS EAST A DISTANCE OF 50.06 FEET; THENCE NORTH 23 DEGREES 32 MINUTES 25 SECONDS EAST A DISTANCE OF 38.04 FEET TO A CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 359.27 FEET, AN ARC LENGTH OF 109.72 FEET, A CHORD BEARING OF NORTH 10 DEGREES 44 MINUTES 37 SECONDS EAST AND A CHORD LENGTH OF 109.30 FEET TO A COMPOUND CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15.30 FEET, AN ARC LENGTH OF 24.07 FEET, A CHORD BEARING OF NORTH 42 DEGREES 40 MINUTES 14 SECONDS WEST AND A CHORD LENGTH OF 21.66 FEET; THENCE LEAVING SAID CURVE AND RUNNING NORTH 87 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 229.89 FEET TO A CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 17.32 FEET, AN ARC LENGTH OF 11.92 FEET, A CHORD BEARING OF NORTH 68 DEGREES 01 MINUTE 31 SECONDS WEST AND A CHORD LENGTH OF 17.32 FEET TO A COMPOUND CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS

OF 23.02 FEET, AN ARC LENGTH OF 16.59 FEET WITH A CHORD BEARING OF NORTH 68 DEGREES 57 MINUTES 53 SECONDS WEST AND A CHORD LENGTH OF 16.24 FEET; THENCE LEAVING SAID CURVE AND RUNNING NORTH 88 DEGREES 36 MINUTES 11 SECONDS WEST A DISTANCE OF 18.87 FEET TO A CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 14.81 FEET, AN ARC LENGTH OF 19.24 FEET, WITH A CHORD BEARING OF SOUTH 54 DEGREES 55 MINUTES 42 SECONDS WEST AND A CHORD DISTANCE OF 17.92 FEET; THENCE LEAVING SAID CURVE AND RUNNING SOUTH SOUTH 17 DEGREES 17 MINUTES 04 SECONDS WEST A DISTANCE OF 119.35 FEET; THENCE SOUTH 17 DEGREES 33 MINUTES 16 SECONDS WEST A DISTANCE OF 25.85 FEET; THENCE SOUTH 26 DEGREES 53 MINUTES 25 SECONDS WEST A DISTANCE OF 49.06 FEET, THENCE SOUTH 37 DEGREES 35 MINUTES 29 SECONDS WEST A DISTANCE OF 8.29 FEET TO A CURVE; THENCE ALONG A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 7.92 FEET, AN ARC LENGTH OF 13.79 FEET, A CHORD BEARING OF SOUTH 48 DEGREES 39 MINUTES 14 SECONDS WEST AND A CHORD LENGTH OF 12.11 FEET TO A COMPOUND CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 35.86 FEET, AN ARC LENGTH OF 50.88 FEET, A CHORD BEARING OF SOUTH 41 DEGREES 53 MINUTES 31 SECONDS EAST AND A CHORD LENGTH OF 46.72 FEET; THENCE LEAVING SAID CURVE AND RUNNING SOUTH 87 DEGREES 51 MINUTES 27 SECONDS EAST A DISTANCE OF 13.17 FEET TO A CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 7.07 FEET, AN ARC LENGTH OF 14.10 FEET, A CHORD BEARING OF NORTH 35 DEGREES 01 MINUTE 36 SECONDS WEST AND A CHORD LENGTH OF 11.88 FEET; THENCE LEAVING SAID CURVE AND RUNNING NORTH 30 DEGREES 17 MINUTES 07 SECONDS WEST A DISTANCE OF 9.71 FEET; THENCE SOUTH 87 DEGREES 29 MINUTES 49 SECONDS EAST A DISTANCE OF 260.72 FEET TO A CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 19.21 FEET, AN ARC LENGTH OF 24.69 FEET, A CHORD BEARING OF NORTH 55 DEGREES 41 MINUTES 17 SECONDS EAST AND A CHORD LENGTH OF 23.02 FEET; THENCE NORTH 87 DEGREES 28 MINUTES 10 SECONDS WEST A DISTANCE OF 16.71 FEET TO A FOUND NAIL IN CONCRETE, SAID POINTS ALSO BEING THE SOUTH WEST MOST CORNER OF THE DESCRIBED TRACT THEREIN; THENCE ALONG THE WESTERN RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE AND RUNNING NORTH 26 DEGREES 54 MINUTES 59 SECONDS EAST A DISTANCE OF 58.25 FEET TO A CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 300 FEET, AN ARC LENGTH OF 126.39 FEET, A CHORD BEARING OF NORTH 14 DEGREES 45 MINUTES 23 SECONDS EAST AN A CHORD LENGTH OF 126.39 FEET; THENCE NORTH 02 DEGREES 35 MINUTES 47 SECONDS EAST A DISTANCE OF 12.89 FEET TO A POINT ALSO BEING THE INTERSECTING POINT BETWEEN THE WEST RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE AND THE SOUTH RIGHT OF WAY LINE OF NICHOLAS ROAD; THENCE FOLLOWING THE SOUTH RIGHT-OF-WAY LINE OF SAID ROAD NORTH 87 DEGREES 36 MINUTES 06 SECONDS WEST A DISTANCE OF 277.48 FEET TO A POINT, SAID POINT ALSO BEING THE INTERSECTING POINT BETWEEN THE SOUTH RIGHT-OF-WAY LINE OF NICHOLAS ROAD AND THE EAST RIGHT-OF-WAY LINE OF JEFFERSON STREET; THENCE FOLLOWING THE EAST RIGHT-OF-WAY LINE OF SAID STREET SOUTH 17 DEGREES 11 MINUTES 27 SECONDS WEST A DISTANCE OF 187.41 FEET TO A

CURVE, THE BEGINNING OF SAID CURVE BEING A FOUND CROSS MARKING THE SOUTH WEST MOST CORNER OF SAID TRACT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 6.00 FEET, AN ARC LENGTH OF 10.96 FEET, A CHORD BEARING OF 35 DEGREES 08 MINUTES 21 SECONDS EAST AND A CHORD LENGTH OF 9.50 FEET TO A POINT, SAID POINT ALSO BEING A FOUND CROSS ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST 48TH STREET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STREET SOUTH 87 DEGREES 28 MINUTES 10 SECONDS EAST A DISTANCE OF 268.28 FEET TO THE POINT OF BEGINNING. THE TOTAL AREA OF THE DESCRIBED TRACT CONTAINS 16,303 SQUARE FEET OR 0.37 ACRES, MORE OR LESS.

AND

ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 49, RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, LYING WEST OF BROADWAY STREET, EAST OF PENNSYLVANIA AVENUE, SOUTH OF 47TH STREET AND NORTH OF NICHOLS ROAD & ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 49, RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, SAID TRACT IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ALONG THE WESTERN RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, AN 80 FOOT PUBLIC ROAD; THENCE RUNNING SOUTH ALONG SAID RIGHT-OF-WAY SOUTH 02 DEGREES 30 MINUTES 19 SECONDS WEST A DISTANCE OF 296.36 FEET TO A POINT ALONG THE NORTHERN RIGHT-OF-WAY LINE OF NICHOLS ROAD, A VARIABLE WIDTH PUBLIC ROAD; THENCE ALONG SAID NORTHERN RIGHT-OF-WAY NORTH 87 DEGREES 32 MINUTES 02 SECONDS WEST A DISTANCE OF 462.21 FEET TO A POINT ALONG THE EASTERN RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE, A 60 FOOT PUBLIC ROAD; THENCE NORTH ALONG SAID PUBLIC RIGHT-OF-WAY NORTH 02 DEGREES 29 MINUTES 12 SECONDS EAST A DISTANCE OF 302.07 FEET TO A POINT ALONG THE SOUTH RIGHT-OF-WAY LINE OF WEST 46TH STREET, A VARIABLE WIDTH PUBLIC ROAD; THENCE EAST ALONG SAID PUBLIC RIGHT-OF-WAY SOUTH 87 DEGREES 34 MINUTES 10 SECONDS EAST A DISTANCE OF 302.07 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 19 SECONDS WEST A DISTANCE OF 6.00 FEET; THENCE SOUTH 87 DEGREES 34 MINUTES 13 SECONDS A DISTANCE OF 85.97 FEET TO THE POINT OF BEGINNING. FROM SAID LAST POINT OF TRACT DESCRIBED THE FOLLOWING PROPOSED SIDEWALK EASEMENT: BEGINNING AT A POINT ALONG THE WESTERN RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD, AN 80 FOOT PUBLIC ROAD; THENCE SOUTH 87 DEGREES 34 MINUTES 13 SECONDS EAST A DISTANCE OF 14.00 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 19 SECONDS WEST A DISTANCE OF 299.37 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET WITH AN ARC LENGTH OF 18.85 FEET AND HAVING A CHORD BEARING OF SOUTH 47 DEGREES 27 MINUTES 58 SECONDS WEST WITH A CHORD DISTANCE OF 16.97 FEET; THENCE LEAVING SAID CURVE AND RUNNING NORTH 87 DEGREES 32 MINUTES 02 SECONDS WEST A DISTANCE OF 461.21 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 11.00 FEET WITH AN

ARC LENGTH OF 17.28 FEET AND HAVING A CHORD BEARING OF NORTH 42 DEGREES 31 MINUTES 25 SECONDS WEST WITH A CHORD LENGTH OF 15.56 FEET; THENCE LEAVING SAID CURVE AND RUNNING NORTH 02 DEGREES 29 MINUTES 12 SECONDS EAST A DISTANCE OF 278.25 FEET; THENCE NORTH 31 DEGREES 32 MINUTES 10 SECONDS WEST A DISTANCE OF 12.04 FEET; THENCE NORTH 02 DEGREES 29 MINUTES 12 SECONDS EAST A DISTANCE OF 5.49 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET WITH AN ARC LENGTH OF 31.40 FEET AND A CHORD BEARING OF NORTH 47 DEGREES 27 MINUTES 31 SECONDS EAST WITH A CHORD DISTANCE OF 28.27 FEET; THENCE LEAVING SAID CURVE AND RUNNING SOUTH 87 DEGREES 34 MINUTES 10 SECONDS EAST A DISTANCE OF 442.60 FEET; THENCE NORTH 01 DEGREES 10 MINUTES 47 SECONDS EAST A DISTANCE OF 1.27 FEET TO A NON-TANGENTIAL CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT AND HAVING A RADIUS OF 18.60 FEET WITH AN ARC LENGTH OF 32.45 FEET AND HAVING A CHORD BEARING OF SOUTH 87 DEGREES 34 MINUTES 13 SECONDS WITH A CHORD LENGTH OF 28.49 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 19 SECONDS WEST A DISTANCE OF 14.91 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED TRACT CONTAINING 18,331 SQUARE FEET OR 0.42 ACRES, MORE OR LESS.

AND

A TRACT OF LAND LYING AROUND ALL FRONT OF STREETS ABUTTING ALL THAT PART OF LOTS 93 THROUGH 99 AND LOTS 102 THROUGH 113 OF LA SOLANA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED FEBRUARY 19, 1926 AS DOCUMENT NO. 272274, IN PLAT BOOK 23 AT PAGE 10, AND THAT PART OF 46TH STREET TERRACE RIGHT OF WAY VACATED BY ORDINANCE NUMBER 971461, APPROVED OCTOBER 16, 1997, LYING BELOW AN ELEVATION OF 158.00 FEET, KANSAS CITY, MISSOURI DATUM & LOT 114 OF LA SOLANA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED FEBRUARY 19, 1926, AS DOCUMENT NO. 272274, IN PLAT BOOK 23 AT PAGE 10, SAID EXHIBIT DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ALONG THE EASTERN RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE; THENCE RUNNING SOUTH ALONG SAID ROAD SOUTH 02 DEGREES 45 MINUTES 21 SECONDS WEST A DISTANCE OF 321.37 FEET; THENCE SOUTH 10 DEGREES 31 MINUTES 55 SECONDS WEST A DISTANCE OF 3.09 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 33 SECONDS WEST A DISTANCE OF 14.68 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15.10 FEET, AN ARC LENGTH OF 22.93 FEET WITH A CHORD BEARING OF SOUTH 41 DEGREES 40 MINUTES 19 SECONDS EAST AND A CHORD LENGTH OF 20.79 FEET; THENCE LEAVING SAID CURVE AND RUNNING SOUTH 87 DEGREES 28 MINUTES 13 SECONDS EAST A DISTANCE OF 473.08 FEET; THENCE SOUTH 57 DEGREES 51 MINUTES 53 SECONDS EAST A DISTANCE OF 10.10 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 9.64 FEET, AN ARC LENGTH OF 19.45 FEET WITH A CHORD BEARING OF NORTH 64

DEGREES 20 MINUTES EAST AND A CHORD DISTANCE OF 16.32 FEET; THENCE LEAVING SAID CURVE AND RUNNING NORTH 02 DEGREES 23 MINUTES 16 SECONDS EAST A DISTANCE OF 170.57 FEET; THENCE NORTH 86 DEGREES 15 MINUTES 46 SECONDS WEST A DISTANCE OF 9.77 FEET; THENCE RUNNING ALONG THE WESTERN RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD AND RUNNING SOUTH 02 DEGREES 20 MINUTES 03 SECONDS WEST A DISTANCE OF 159.39 FEET TO A POINT ALONG THE NORTHERN RIGHT-OF-WAY LINE OF WEST 47TH STREET; THENCE ALONG SAID NORTHERN LINE AND RUNNING NORTH 87 DEGREES 29 MINUTES 39 SECONDS WEST A DISTANCE OF 488.62 FEET TO A POINT ALONG THE EASTERN RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE; THENCE ALONG SAID EASTERN LINE AND RUNNING NORTH 02 DEGREES 21 MINUTES 35 SECONDS EAST A DISTANCE OF 339.89 FEET; THENCE NORTH 86 DEGREES 16 MINUTES 11 SECONDS WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED TRACT CONTAINING 12,532 SQUARE FEET OR 0.29 ACRES, MORE OR LESS

AND

A SIDEWALK VACATION SURROUNDING LOTS 65, 66, 69, 70, 71, 72 AND 73, COUNTRY CLUB PLAZA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FILED AUGUST 21, 1923, AS DOCUMENT NO. 134590, IN PLAT BOOK 21 AT PAGE 54, TOGETHER WITH THE VACATED NORTH 9.25 FEET OF PUBLIC COURT LYING SOUTH OF AND ADJOINING LOTS 66 AND 73, SAID VACATION TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EAST CORNER OF SAID TRACT AND RUNNING NORTH 87 DEGREES 24 MINUTES 16 SECONDS WEST A DISTANCE OF 197.58 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET WITH AN ARC LENGTH OF 13.60 FEET AND A CHORD BEARING OF NORTH 48 DEGREES 26 MINUTES 46 SECONDS WEST WITH A CHORD DISTANCE OF 12.58 FEET; THENCE NORTH 09 DEGREES 29 MINUTES 45 SECONDS WEST A DISTANCE OF 251.42 FEET; THENCE SOUTH 86 DEGREES 18 MINUTES 05 SECONDS WEST A DISTANCE OF 12.06 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET WITH AN ARC LENGTH OF 15.90 FEET AND A CHORD BEARING OF NORTH 61 DEGREES 14 MINUTES 48 SECONDS WEST WITH A CHORD DISTANCE OF 15.90 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 12 DEGREES 07 MINUTES 47 SECONDS WEST A DISTANCE OF 6.99 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 29.33 FEET WITH AN ARC LENGTH OF 67.88 FEET AND A CHORD BEARING OF NORTH 52 DEGREES 18 MINUTES 33 SECONDS EAST WITH A CHORD DISTANCE OF 53.71 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 87 DEGREES 19 MINUTES 09 SECONDS EAST A DISTANCE OF 259.91 FEET; THENCE SOUTH 08 DEGREES 20 MINUTES 09 SECONDS EAST A DISTANCE OF 4.15 FEET TO A POINT ALONG THE SOUTH RIGHT OF WAY LINE OF WEST 46TH STREET; THENCE ALONG SAID RIGHT OF WAY LINE AND RUNNING NORTH 87 DEGREES 19 MINUTES 09 SECONDS WEST A DISTANCE OF 275.09 FEET TO A POINT ALONG THE EAST RIGHT OF WAY LINE OF WYANDOTTE

STREET AND RUNNING SOUTH 09 DEGREES 29 MINUTES 45 SECONDS EAST A DISTANCE OF 139.81 FEET; THENCE SOUTH 87 DEGREES 19 MINUTES 09 SECONDS EAST A DISTANCE OF 179.70 FEET; THENCE SOUTH 02 DEGREES 35 MINUTES 32 SECONDS A DISTANCE OF 76.31 FEET; THENCE NORTH 87 DEGREES 23 MINUTES 59 SECONDS WEST A DISTANCE OF 75.03 FEET; THENCE NORTH 02 DEGREES 32 MINUTES 17 SECONDS EAST A DISTANCE OF 66.50 FEET; THENCE NORTH 87 DEGREES 22 MINUTES 45 SECONDS WEST A DISTANCE OF 102.44 FEET TO A POINT ALONG THE EASTERN RIGHT OF WAY LINE OF WYANDOTTE STREET; THENCE ALONG SAID RIGHT OF WAY AND RUNNING SOUTH 09 DEGREES 29 MINUTES 18 SECONDS WEST A DISTANCE OF 139.41 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY LINE OF WEST 46TH STREET; THENCE SOUTH 87 DEGREES 24 MINUTES 16 SECONDS EAST A DISTANCE OF 162.99 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET WITH AN ARC LENGTH OF 36.93 FEET AND A CHORD BEARING OF NORTH 73 DEGREES 21 MINUTES 41 SECONDS EAST WITH A CHORD DISTANCE OF 36.24 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 02 DEGREES 32 MINUTES 32 SECONDS WEST A DISTANCE OF 26.18 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED VACATION CONTAINING 15,119 SQUARE FEET OR 0.34 ACRES, MORE OR LESS

AND

AN EASEMENT DESCRIBED ALONG ALL OR PARTS OF LOT 28 AND 45 THRU 56, COUNTRY CLUB PLAZA, A SUBDIVISION OF LAND RECORDED OCTOBER 23, 1911, AS DOCUMENT NO. 838840, IN PLAT BOOK 17 AT PAGE 42 AND RECORDED MAY 4, 1912, AS DOCUMENT NO. 867946, IN PLAT BOOK 17 AT PAGE 77, AND PARTS OF VACATED STREETS ADJOINING, BEING ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 49, RANGE 33, KANSAS CITY, JACKSON COUNTY, MISSOURI, BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF NICHOLS ROAD, AS NOW ESTABLISHED, ON THE NORTH BY THE WEST RIGHT-OF-WAY LINE OF CENTRAL STREET, AS NOW ESTABLISHED, ON THE EAST; BY THE NORTH RIGHT-OF-WAY LINE OF WARD PARKWAY, AS NOW ESTABLISHED, ON THE SOUTH; AND BY THE EAST RIGHT-OF-WAY LINE OF WORNALL ROAD AS NOW ESTABLISHED, ON THE WEST; SAID TRACT BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST MOST CORNER OF THE DESCRIBED TRACT OF LAND, SAID POINT ALSO BEING THE EASTERN RIGHT OF WAY LINE OF BROADWAY BOULEVARD, THENCE RUNNING SOUTH 77 DEGREES 34 MINUTES 08 SECONDS WEST A DISTANCE OF 14.76 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 26 SECONDS EAST A DISTANCE OF 188.74 FEET TO A POINT OF NON-TANGENTIAL CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 14.75 FEET WITH AN ARC LENGTH OF 18.74 FEET AND A CHORD BEARING OF NORTH 41 DEGREES 46 MINUTES 01 SECONDS EAST WITH A CHORD DISTANCE OF 17.50 FEET; THENCE NORTH 77 DEGREES 33 MINUTES 13 SECONDS EAST A DISTANCE OF 265.56 FEET TO A POINT OF NON-TANGENTIAL CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 10.22 FEET WITH AN ARC LENGTH OF 16.08 FEET AND A CHORD

BEARING OF SOUTH 57 DEGREES 31 MINUTES 39 SECONDS EAST WITH A CHORD DISTANCE OF 14.47 FEET; THENCE SOUTH 12 DEGREES 26 MINUTES 52 SECONDS EAST A DISTANCE OF 182.53 FEET; THENCE SOUTH 77 DEGREES 34 MINUTES 08 SECONDS WEST A DISTANCE OF 14.78 FEET TO A POINT ALONG THE WESTERN RIGHT OF WAY LINE OF CENTRAL STREET, SAID POINT ALSO BEING A FOUND CUT CROSS IN THE SIDEWALK; THENCE ALONG SAID PUBLIC RIGHT OF WAY AND RUNNING NORTH 12 DEGREES 26 MINUTES 52 SECONDS WEST A DISTANCE OF 176.73 FEET TO A POINT ALONG THE SOUTHERN RIGHT OF WAY LINE OF NICHOLS ROAD; THENCE ALONG SAID PUBLIC RIGHT OF WAY AND RUNNING SOUTH 77 DEGREES 33 MINUTES 13 SECONDS EAST A DISTANCE OF 265.56 FEET TO A POINT ALONG THE EASTERN RIGHT OF WAY LINE OF BROADWAY BOULEVARD, SAID POINT ALSO BEING A FOUND NAIL IN CONCRETE LYING NORTH 0.45 FEET AND WEST 1.15 FEET OF THE POINT THEREIN DESCRIBED; THENCE ALONG SAID EASTERN RIGHT OF WAY LINE AND RUNNING SOUTH 02 DEGREES 25 MINUTES 26 SECONDS WEST A DISTANCE OF 182.76 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED TRACT CONTAINING 9,802 SQUARE FEET OR 0.22 ACRES, MORE OR LESS

AND

A SIDEWALK VACATION SURROUNDING LOT 79, COUNTRY CLUB PLAZA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED OCTOBER 22, 1928, AS DOCUMENT NO. 3951 17, IN PLAT BOOK 23 AT PAGE 85, SAID VACATION TRACT DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHWEST MOST CORNER OF SAID TRACT OF LAND, SAID POINT ALSO BEING THE POINT OF BEGINNING OF 'PROPOSED VACATION #1' AND BEING ALONG THE EASTERN RIGHT OF WAY LINE OF CENTRAL STREET AND RUNNING SOUTH 77 DEGREES 32 MINUTES 54 SECONDS WEST A DISTANCE OF 14.05 FEET; THENCE NORTH 12 DEGREES 26 MINUTES 52 SECONDS WEST A DISTANCE OF 131.85 FEET; THENCE NORTH 66 DEGREES 20 MINUTES 40 SECONDS WEST A DISTANCE OF 9.32 FEET; THENCE NORTH 12 DEGREES 26 MINUTES 52 SECONDS WEST A DISTANCE OF 40.93 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 18.00 FEET WITH AN ARC LENGTH OF 28.27 FEET AND A CHORD BEARING OF NORTH 32 DEGREES 33 DEGREES | SECONDS EAST AND A CHORD DISTANCE OF 25.46 FEET; THENCE NORTH 77 DEGREES 33 MINUTES II SECONDS EAST A DISTANCE OF 95.05 FEET; THENCE SOUTH 66 DEGREES 53 MINUTES 35 SECONDS EAST A DISTANCE OF 12.79 FEET TO A POINT OF NON-TANGENTIAL CURVATURE, SAID POINT ALSO BEING ALONG THE SOUTHERN RIGHT OF WAY LINE OF NICHOLS ROAD; THENCE FOLLOWING SAID RIGHT OF WAY AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 667.73 FEET WITH AN ARC LENGTH OF 125.00 FEET AND A CHORD BEARING OF SOUTH 70 DEGREES 54 MINUTES 51 SECONDS WEST AND A CHORD DISTANCE OF 104.85 FEET; THENCE SOUTH 77 DEGREES 33 MINUTES 13 SECONDS WEST A DISTANCE OF 162.66 FEET TO A POINT ALONG THE EASTERN RIGHT OF WAY LINE OF WYANDOTTE STREET; THENCE ALONG SAID RIGHT OF WAY RUNNING SOUTH 12 DEGREES 26 MINUTES 52

SECONDS EAST A DISTANCE OF 176.42 FEET TO THE POINT OF BEGINNING. THENCE DESCRIBED THE FOLLOWING DESCRIBED SECOND PART OF SAID SIDEWALK VACATION: BEGINNING AT A POINT ALONG THE WESTERN RIGHT OF WAY LINE OF WYANDOTTE STREET, SAID POINT BEING THE POINT OF BEGINNING OF 'PROPOSED VACATION #2' AND RUNNING NORTH 77 DEGREES 32 MINUTES 54 SECONDS EAST A DISTANCE OF 14.66 FEET; THENCE NORTH 12 DEGREES 14 MINUTES 28 SECONDS WEST A DISTANCE OF 178.78 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET WITH AN ARC LENGTH OF 15.74 FEET AND A CHORD BEARING OF NORTH 57 DEGREES 20 MINUTES 38 SECONDS WEST WITH A CHORD DISTANCE OF 14.17 FEET; THENCE SOUTH 77 DEGREES 33 MINUTES 13 SECONDS WEST A DISTANCE OF 4.62 FEET TO A POINT ALONG THE WESTERN RIGHT OF WAY LINE OF WYANDOTTE STREET; THENCE ALONG SAID RIGHT OF WAY AND RUNNING SOUTH 12 DEGREES 14 MINUTES 28 SECONDS EAST A DISTANCE OF 188.82 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE COMBINED DESCRIBED VACATIONS CONTAINING 9,701 SQUARE FEET OR 0.22 ACRES, MORE OR LESS

AND

A SIDEWALK VACATION DESCRIBED ALONG ALL OR PARTS OF LOTS 38 THRU 44 AND 57 THRU 64, COUNTRY CLUB PLAZA, A SUBDIVISION OF LAND RECORDED SEPTEMBER 26, 1911 AS DOCUMENT NO. 838840, IN PLAT BOOK 17 AT PAGE 42 AND RECORDED MAY 4, 1912, AS DOCUMENT NO. 867946, IN PLAT BOOK 17 AT PAGE 77, AND PARTS OF VACATED STREETS ADJOINING, BEING ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 49, RANGE 33, KANSAS CITY, JACKSON COUNTY, MISSOURI, SAID VACATION DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ALONG THE SOUTH EAST MOST CORNER OF THE TRACT OF LAND DESCRIBED; THENCE SOUTH 12 DEGREES 26 MINUTES 52 SECONDS EAST A DISTANCE OF 10.67 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 44.00 FEET WITH AN ARC LENGTH OF 69.16 FEET AND A CHORD BEARING OF SOUTH 32 DEGREES 34 MINUTES 53 SECONDS WEST WITH A CHORD DISTANCE OF 62.26 FEET; THENCE SOUTH 77 DEGREES 33 MINUTES 13 SECONDS WEST A DISTANCE OF 233.57 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET WITH AN ARC LENGTH OF 31.71 FEET AND A CHORD BEARING OF NORTH 50 DEGREES 00 MINUTES 41 SECONDS WEST WITH A CHORD LENGTH OF 31.71 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 26 SECONDS EAST A DISTANCE OF 19.32 FEET; THENCE NORTH 31 DEGREES 57 MINUTES 43 SECONDS EAST A DISTANCE OF 7.78 FEET; THENCE NORTH 02 DEGREES 36 MINUTES 49 SECONDS EAST A DISTANCE OF 267.78 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET WITH AN ARC LENGTH OF 18.85 FEET AND A CHORD BEARING OF NORTH 47 DEGREES 36 MINUTES 23 SECONDS EAST WITH A CHORD DISTANCE OF 16.97 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 03 SECONDS EAST A DISTANCE OF 7.48 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF

16.00 FEET WITH AN ARC LENGTH OF 10.68 FEET AND A CHORD BEARING OF SOUTH 68 DEGREES 17 MINUTES 03 SECONDS EAST WITH A CHORD DISTANCE OF 10.48 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 16.00 FEET WITH AN ARC LENGTH OF 10.68 FEET AND A CHORD BEARING OF SOUTH 68 DEGREES 17 MINUTES 03 SECONDS EAST WITH A CHORD DISTANCE OF 10.48 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 03 SECONDS EAST A DISTANCE OF 166.96 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 18.00 FEET WITH AN ARC LENGTH OF 23.55 FEET AND A CHORD BEARING OF SOUTH 49 DEGREES 55 MINUTES 27 SECONDS EAST WITH A CHORD DISTANCE OF 21.90 FEET; THENCE SOUTH 12 DEGREES 26 MINUTES 52 SECONDS EAST A DISTANCE OF 2.76 FEET TO A POINT ALONG THE SOUTH LINE OF WEST 47TH STREET; THENCE ALONG SAID PUBLIC RIGHT OF WAY AND RUNNING NORTH 87 DEGREES 24 MINUTES 16 SECONDS WEST A DISTANCE OF 215.27 FEET TO A POINT ALONG THE EASTERN RIGHT OF WAY LINE OF BROADWAY BOULEVARD; THENCE ALONG SAID PUBLIC RIGHT OF WAY AND RUNNING SOUTH 02 DEGREES 25 MINUTES 26 SECONDS WEST A DISTANCE OF 297.47 TO A POINT ALONG THE NORTH RIGHT OF WAY LINE OF NICHOLS ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE AND RUNNING NORTH 77 DEGREES 33 MINUTES 13 SECONDS EAST A DISTANCE OF 240.20 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 44.00 FEET WITH AN ARC LENGTH OF 69.16 FEET AND A CHORD BEARING OF NORTH 32 DEGREES 34 MINUTES 53 SECONDS EAST WITH A CHORD DISTANCE OF 62.26 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED TRACT CONTAINING 8,866 SQUARE FEET OR 0.20 ACRES, MORE OR LESS

AND

LOT 11, TOGETHER WITH THAT PORTION OF VACATED PENNSYLVANIA AVENUE LYING EASTERLY THEREOF AND ADJOINING, PHILLIPS PLAZA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED MARCH 26, 1929, AS DOCUMENT NO. 407685, IN PLAT BOOK 23 AT PAGE 95. A TRACT OF LAND LYING ALONG ALL FRONTS OF STREETS ABUTTING A TRACT OF LAND BEING LOT 11, TOGETHER WITH THAT PORTION OF VACATED PENNSYLVANIA AVENUE LYING EASTERLY THEREOF AND ADJOINING PHILLIPS PLAZA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, SAID TRACT OF LAND BEING A PROPOSED SIDEWALK EASEMENT AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WESTERN MOST CORNER OF LOT 11, SAID POINT LOCATED ALONG THE NORTHERN RIGHT-OF-WAY LINE OF WARD PARKWAY, THENCE RUNNING ALONG SAID RIGHT OF WAY SOUTH 77 DEGREES, 36 MINUTES 56 SECONDS WEST A DISTANCE OF 26.41 FEET; THENCE LEAVING SAID WARD PARKWAY AND RUNNING NORTH 17 DEGREES 09 MINUTES 41 SECONDS EAST A DISTANCE OF 180.52 FEET TO A POINT; THENCE ALONG A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 29.28 FEET, AN ARC LENGTH OF 35.01 FEET WITH A CHORD BEARING OF NORTH 56 DEGREES 02 MINUTES 50 SECONDS EAST AND A CHORD LENGTH OF 32.96 FEET, THENCE

SOUTH 87 DEGREES 30 MINUTES 09 SECONDS EAST A DISTANCE OF 237.87 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.56 FEET, A CHORD LENGTH OF 40.15 FEET WITH A CHORD BEARING OF SOUTH 42 DEGREES 30 MINUTES 14 SECONDS EAST AND A CHORD LENGTH OF 36.15 FEET; THENCE SOUTH 02 DEGREES 29 MINUTES 41 SECONDS WEST A DISTANCE OF 79.47 FEET; THENCE SOUTH 77 DEGREES 36 MINUTES 56 SECONDS WEST A DISTANCE OF 31.50 FEET; THENCE IN A NORTH EASTERLY DIRECTION ALONG A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 25 FEET, AN ARC LENGTH OF 32.74 FEET WITH A CHORD BEARING OF NORTH 40 DEGREES 05 MINUTES 54 SECONDS EAST AND A CHORD LENGTH OF 30.45 FEET; THENCE ALONG THE WESTERN PUBLIC RIGHT-OF-WAY OF PENNSYLVANIA AVENUE AND RUNNING NORTH 02 DEGREES 34 MINUTES 51 SECONDS EAST A DISTANCE OF 58.72 FEET (RECORD DISTANCE OF 50.80 FEET); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 15 FEET, AN ARC LENGTH OF 23.56 FEET WITH A CHORD BEARING OF 42 DEGREES 24 MINUTES 55 SECONDS WEST AND A CHORD LENGTH OF 21.21 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF WEST 48TH STREET AND RUNNING NORTH 87 DEGREES 28 MINUTES 10 SECONDS WEST A DISTANCE OF 247.21 FEET (RECORD DISTANCE 236.15 FEET); THENCE ALONG THE EASTERN RIGHT-OF-WAY LINE OF JEFFERSON STREET AND RUNNING SOUTH 17 DEGREES 16 MINUTES 05 SECONDS WEST A DISTANCE OF 170.65 FEET (RECORD DISTANCE OF 170.78 FEET); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 6.00 FEET, AN ARC LENGTH OF 12.53 FEET WITH A CHORD BEARING OF 42 DEGREES 33 MINUTES 29 SECONDS EAST AND A CHORD LENGTH OF 10.37 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED TRACT CONTAINING 7,949 SQUARE FEET OR 0.18 ACRES, MORE OR LESS

AND

A SIDEWALK VACATION SURROUNDING ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 49, RANGE 33, INCLUDING PART OF LOTS 13, 14, 15, 16 AND 20 AND ALL OF LOTS 21 THROUGH 28, BOTH INCLUSIVE, PENN PARK, A SUBDIVISION RECORDED SEPTEMBER 5, 1905, AS DOCUMENT NO, 539873, IN PLAT BOOK 13 AT PAGE 42 AND INCLUDING PART OF VACATED JEFFERSON STREET ALL IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, SAID VACATION TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST MOST CORNER OF SAID TRACT AND ALSO BEING THE SOUTH RIGHT OF WAY LINE OF WEST 47TH STREET AND RUNNING NORTH 02 DEGREES 36 MINUTES 51 SECONDS EAST A DISTANCE OF 14.63 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 28 SECONDS WEST A DISTANCE OF 133.91 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET WITH AN ARC LENGTH OF 22.86 FEET AND A CHORD BEARING OF SOUTH 46 DEGREES 16 MINUTES 13 SECONDS WEST WITH A CHORD DISTANCE OF 20.71 FEET; THENCE SOUTH 02 DEGREES 36 MINUTES 55 SECONDS WEST A DISTANCE OF 434.33 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 28 SECONDS EAST A DISTANCE OF 13.07 FEET; THENCE NORTH 02 DEGREES 36 MINUTES 55 SECONDS EAST A DISTANCE

OF 434.01 FEET TO A POINT; THENCE NORTH 89 DEGREES 55 MINUTES 28 SECONDS EAST A DISTANCE OF 135.16 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED VACATION CONTAINING 7,787 SQUARE FEET OR 0.179 ACRES, MORE OR LESS.

AND

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 49 NORTH, RANGE 33 EAST, INCLUDING PART OF LOTS AND 16, PENN PARK, A SUBDIVISION RECORDED SEPTEMBER 5, 1905, AS DOCUMENT NO. 539873, IN PLAT BOOK 13 AT PAGE 42; INCLUDING PART OF THE VACATED ALLEY LYING BETWEEN SAID LOTS AND 16 AND INCLUDING PART OF VACATED PENNSYLVANIA AVENUE, ALL IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, SAID PROPOSED EASEMENT BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF JEFFERSON STREET, A VARIABLE WIDTH PUBLIC RIGHT OF WAY, ALSO SAID POINT BEING A FOUND CROSS MARKING THE NORTHWEST CORNER OF THE DESCRIBED TRACT OF LAND; THENCE ALONG THE EASTERN RIGHT OF WAY LINE OF SAID STREET, SOUTH 02 DEGREES 13 MINUTES 58 SECONDS WEST A DISTANCE OF 146.33 FEET TO A POINT MARKING THE NORTHERN RIGHT OF WAY LINE OF NICHOLS ROAD TO A POINT, SAID POINT ALSO BEING A FOUND CROSS MARKING THE SOUTHWEST CORNER OF THE DESCRIBED TRACT OF LAND; THENCE FOLLOWING THE NORTHERN RIGHT OF WAY LINE OF NICHOLS ROAD, SOUTH 87 DEGREES 36 MINUTES 06 SECONDS EAST A DISTANCE OF 247.75 FEET TO A POINT, SAID POINT ALSO BEING THE WESTERN RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE; THENCE ALONG SAID WESTERN RIGHT OF WAY NORTH 02 DEGREES 29 MINUTES 12 SECONDS EAST A DISTANCE OF 146.02 FEET TO A FOUND CROSS MARKING THE NORTHEAST CORNER OF THE DESCRIBED TRACT; THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE FOLLOWING DESCRIBED COURSES: SOUTH 87 DEGREES 31 MINUTES 50 SECONDS EAST A DISTANCE OF 13.85 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 01 SECONDS WEST A DISTANCE OF 145.41 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTWARDLY ALONG A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 14.19 FEET, AN ARC DISTANCE OF 6.81 FEET WITH A CHORD BEARING OF SOUTH 15 DEGREES 59 MINUTES 37 SECONDS WEST AND A CHORD DISTANCE OF 6.75 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTWARDLY ALONG A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 35.29 FEET, AN ARC LENGTH OF 22.63 FEET WITH A CHORD BEARING OF SOUTH 54 DEGREES 45 MINUTES 41 SECONDS WEST AND A CHORD DISTANCE OF 22.24 FEET; THENCE NORTH 87 DEGREES 27 MINUTES 34 SECONDS WEST A DISTANCE OF 222.25 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTWARDLY ALONG A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 15.83 FEET, AN ARC DISTANCE OF 8.04 FEET WITH A CHORD BEARING OF SOUTH 77 DEGREES 59 MINUTES 53 SECONDS WEST AND A CHORD DISTANCE OF 7.95 FEET TO A COMPOUND CURVE; THENCE NORTHWESTWARDLY ALONG A NON-TANGENTIAL

CURVE TO THE RIGHT HAVING A RADIUS OF 20.16 FEET, AN ARC DISTANCE OF 51.64 FEET WITH A CHORD BEARING OF NORTH 51 DEGREES 35 MINUTES 19 SECONDS WEST AND A CHORD DISTANCE OF 40.76 FEET TO A COMPOUND CURVE; THENCE NORTHWESTWARDLY ALONG A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 304.26 FEET, AN ARC DISTANCE OF 62.34 FEET WITH A CHORD BEARING OF NORTH 08 DEGREES 47 MINUTES 23 SECONDS EAST AND A CHORD DISTANCE OF 56.13 FEET; THENCE NORTH 02 DEGREES 36 MINUTES 21 SECONDS EAST A DISTANCE OF 87.58 FEET; THENCE SOUTH 87 DEGREES 3 MINUTES 50 SECONDS EAST A DISTANCE OF 13.57 FEET TO THE POINT OF BEGINNING. THE TOTAL AREA OF THE DESCRIBED TRACT OF LAND CONTAINS 9,723 SQ. FT. OR 0.22 ACRES, MORE OR LESS

AND

A SIDEWALK VACATION SURROUNDING LOTS 1, 2 AND 3, AND ALL THOSE PARTS OF LOTS 4, 5, 6, 7 AND 8, BLOCK 3, AND LOT OR BLOCK B, ELMDALE, A SUBDIVISION OF LAND IN KANSAS CITY, JACKSON COUNTY, MISSOURI, RECORDED JUNE 9, 1903, AS DOCUMENT NO. 450349, IN PLAT BOOK 12 AT PAGE 15, SAID VACATION TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST MOST CORNER OF SAID DESCRIBED PLAT, SAID POINT ALSO BEING ALONG THE SOUTHERN RIGHT OF WAY LINE OF WEST 46TH STREET AND RUNNING NORTH 01 DEGREES 08 MINUTES 47 SECONDS WEST A DISTANCE OF 16.52 FEET; THENCE NORTH 87 DEGREES 24 MINUTES 16 SECONDS WEST A DISTANCE OF 223.02 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 14.00 FEET WITH AN ARC LENGTH OF 26.52 FEET AND A CHORD BEARING OF SOUTH 40 DEGREES 10 MINUTES 37 SECONDS WEST WITH A CHORD DISTANCE OF 22.19 FEET; THENCE SOUTH 12 DEGREES 14 MINUTES 28 SECONDS EAST A DISTANCE OF 368.09 FEET; THENCE NORTH 77 DEGREES 44 MINUTES 16 SECONDS EAST A DISTANCE OF 15.11 FEET TO A POINT ALONG THE EASTERN RIGHT OF WAY LINE OF WYANDOTTE STREET; THENCE ALONG SAID RIGHT OF WAY AND RUNNING NORTH 12 DEGREES 14 MINUTES 28 SECONDS EAST A DISTANCE OF 339.24 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET WITH AN ARC LENGTH OF 36.59 FEET AND A CHORD BEARING OF NORTH 40 DEGREES 10 MINUTES 37 SECONDS EAST WITH A CHORD DISTANCE OF 31.70 FEET TO A POINT ALONG THE SOUTHERN RIGHT OF WAY LINE OF WEST 46TH STREET; THENCE RUNNING ALONG SAID RIGHT OF WAY AND RUNNING SOUTH 87 DEGREES 24 MINUTES 16 SECONDS EAST A DISTANCE OF 196.31 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED VACATION CONTAINING 9,575 SQUARE FEET 0.22 ACRES, MORE OR LESS

AND

A SIDEWALK VACATION SURROUNDING LOT 78, COUNTRY CLUB PLAZA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FILED OCTOBER 22, 1928, AS DOCUMENT NO.

395117 IN PLAT BOOK 23, AT PAGE 85. EXCLUDING THE INTERIOR OF SAID TRACT OF LAND, THIS VACATION TRACT IS DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHWEST MOST CORNER OF SAID TRACT OF LAND, SAID POINT ALSO BEING ALONG THE NORTHERN RIGHT OF WAY LINE OF NICHOLS ROAD AND THE EASTERN RIGHT OF WAY LINE OF CENTRAL STREET AND RUNNING SOUTH 66 DEGREES 31 MINUTES 23 SECONDS WEST A DISTANCE OF 15.07 FEET TO THE POINT OF BEGINNING OF SAID SIDEWALK VACATION; THENCE RUNNING NORTH 12 DEGREES 26 MINUTES 52 SECONDS WEST A DISTANCE OF 221.57 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET WITH AN ARC LENGTH OF 18.33 FEET AND A CHORD BEARING OF NORTH 40 DEGREES 04 MINUTES 25 SECONDS EAST WITH A CHORD DISTANCE OF 15.87 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 16 SECONDS EAST A DISTANCE OF 349.96 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET WITH AN ARC LENGTH OF 13.12 FEET AND A CHORD BEARING OF SOUTH 49 DEGREES 49 MINUTES 22 SECONDS EAST WITH A CHORD DISTANCE OF 12.20 FEET; THENCE SOUTH 12 DEGREES 14 MINUTES 28 SECONDS EAST A DISTANCE OF 112.68 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 11.00 FEET WITH AN ARC LENGTH OF 16.07 FEET AND A CHORD BEARING OF SOUTH 29 DEGREES 36 MINUTES 44 SECONDS WEST WITH A CHORD DISTANCE OF 14.68 FEET; THENCE SOUTH 71 DEGREES 27 MINUTES 57 SECONDS WEST A DISTANCE OF 56.35 FEET TO A POINT OF NON-TANGENTIAL CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 590.61 FEET WITH AN ARC LENGTH OF 114.97 FEET AND A CHORD BEARING OF SOUTH 71 DEGREES 58 MINUTES 37 SECONDS WEST WITH A CHORD DISTANCE OF 114.79 FEET; THENCE SOUTH 77 DEGREES 33 MINUTES 13 SECONDS WEST A DISTANCE OF 167.45 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET WITH AN ARC LENGTH OF 15.71 FEET AND A CHORD BEARING OF NORTH 57 DEGREES 26 MINUTES 50 SECONDS WEST WITH A CHORD LENGTH OF 14.14 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED TRACT CONTAINING 15,593 SQUARE FEET OR 0.35 ACRES, MORE OR LESS

AND

ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 49, RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, THAT LIES WEST OF BROADWAY STREET, NOW KNOWN AS WORNALL ROAD, EAST OF PENNSYLVANIA AVENUE, SOUTH OF NICHOLS ROAD AND NORTH OF WARD PARKWAY, SAID VACATION TRACT IS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNERS OF SAID TRACT OF LAND, SAID POINT BEING ALONG THE NORTHERN RIGHT-OF-WAY LINE OF WARD PARKWAY AND THE EASTERN RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE, THENCE ALONG SAID NORTHERN RIGHT-OF-WAY AND RUNNING SOUTH 77 DEGREES 33 MINUTES 34 SECONDS WEST A DISTANCE OF 0.59 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 26.18 FEET WITH AN ARC LENGTH OF 29.14 FEET WITH A

CHORD BEARING OF NORTH 05 DEGREES 01 MINUTES 22 SECONDS WEST WITH A CHORD DISTANCE OF 27.66 FEET; THENCE NORTH 26 DEGREE 52 MINUTES 07 SECONDS EAST A DISTANCE OF 157.27 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 372.66 FEET WITH AN ARC LENGTH OF 158.20 FEET AND A CHORD BEARING OF NORTH 14 DEGREES 42 MINUTES 38 SECONDS EAST WITH A CHORD LENGTH OF 157.02 FEET; THENCE NORTH 02 DEGREES 32 MINUTES 56 SECONDS EAST A DISTANCE OF 15.73 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET WITH AN ARC LENGTH OF 18.87 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 02 SECONDS EAST A DISTANCE OF 456.51 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET WITH AN ARC LENGTH OF 18.84 FEET AND WITH A CHORD BEARING OF SOUTH 42 DEGREES 30 MINUTES 51 SECONDS EAST WITH A CHORD LENGTH OF 16.96 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 19 SECONDS WEST A DISTANCE OF 186.74 FEET; THENCE SOUTH 77 DEGREES 33 MINUTES 34 SECONDS WEST A DISTANCE OF 9.49 FEET; THENCE NORTH ALONG THE WESTERN RIGHT-OF-WAY OF BROADWAY BOULEVARD AND RUNNING NORTH 02 DEGREES 30 MINUTES 19 SECONDS EAST A DISTANCE OF 185.84 FEET TO A POINT, SAID POINT BEING THE SOUTHERN RIGHT-OF-WAY LINE OF NICHOLS ROAD; THENCE ALONG SAID ROAD AND RUNNING NORTH 87 DEGREES 32 MINUTES 02 SECONDS WEST TO A POINT ALONG THE EASTERN RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE; THENCE ALONG SAID EASTERN RIGHT-OF-WAY LINE AND RUNNING SOUTH 02 DEGREES 32 MINUTES 56 SECONDS WEST A DISTANCE OF 12.31 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 388.00 FEET WITH AN ARC LENGTH OF 164.69 FEET AND A CHORD BEARING OF SOUTH 14 DEGREES 42 MINUTES 32 SECONDS WEST AND A CHORD DISTANCE OF 163.46 FEET; THENCE SOUTH 26 DEGREES 52 MINUTES 07 SECONDS WEST A DISTANCE OF 180.41 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED TRACT CONTAINING 14,245 SQUARE FEET OR 0.32 ACRES, MORE OR LESS

AND

A SIDEWALK VACATION SURROUNDING LOTS 74, 75, 76 AND 77, COUNTRY CLUB PLAZA, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED AUGUST 21, 1923, AS DOCUMENT NO. 134590, IN PLAT BOOK 21 AT PAGE 54, SAID VACATION TRACTS OUTER BOUNDARY IS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ALONG THE SOUTHWEST CORNER OF SAID TRACT THEREIN DESCRIBED, SAID POINT BEING ALONG A POINT OF CURVATURE, THENCE RUNNING NORTH 28 DEGREES 15 MINUTES 12 SECONDS WEST A DISTANCE OF 7.34 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED VACATION; THENCE ALONG THE OUTER PERIMETER THE FOLLOWING VACATION ALONG A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 356.03 FEET WITH AN ARC LENGTH OF 213.96 FEET AND A CHORD BEARING OF NORTH 44 DEGREES 31 MINUTES 49 SECONDS EAST WITH A CHORD DISTANCE OF 210.76 FEET TO A POINT OF

REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 22.00 FEET WITH AN ARC LENGTH OF 54.93 FEET AND A CHORD BEARING OF SOUTH 81 DEGREES 09 MINUTES 14 SECONDS EAST WITH A CHORD DISTANCE OF 41.73 FEET; THENCE SOUTH 09 DEGREES 37 MINUTES 18 SECONDS EAST A DISTANCE OF 169.90 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET WITH AN ARC LENGTH OF 35.68 FEET AND A CHORD BEARING OF SOUTH 41 DEGREES 29 MINUTES 13 SECONDS WEST WITH A CHORD LENGTH OF 31.13 FEET; THENCE NORTH 87 DEGREES 24 MINUTES 16 SECONDS WEST A DISTANCE OF 215.31 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 13.00 FEET WITH AN ARC LENGTH OF 33.84 FEET AND A CHORD BEARING OF NORTH 12 DEGREES 49 MINUTES 44 SECONDS WEST WITH A CHORD DISTANCE OF 25.06 FEET; THENCE NORTH 61 DEGREES 44 MINUTES 48 SECONDS EAST A DISTANCE OF 27.07 FEET TO THE POINT OF BEGINNING. SAID TOTAL AREA OF THE DESCRIBED TRACT CONTAINING 46, 186 SQUARE FEET OR 1.06 ACRES, MORE OR LESS; be and the same is hereby vacated. However, the City of Kansas City reserves an easement and the right to locate, construct and maintain (or to authorize any franchised utility to locate, construct and maintain) conduits, water, gas and sewer pipes, poles and wire, or any of them over, under, along and across the above-described property. The City of Kansas City shall have at all times the right to go upon the above-described property to construct, maintain and repair the same; and nothing in this vacation action shall be construed so as to grant any right to use the above-described property in any manner as would interfere with the construction or reconstruction and proper, safe and continuous maintenance of the aforesaid uses, and specifically, there shall not be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and fences) without first securing the written approval of the Director of Public Works, and subject to the following conditions:

1. The applicant shall retain all utility easements and protect facilities required by AT&T.
2. The applicant shall retain all utility easements and protect facilities required by Evergy.
3. Existing traffic signal equipment along sidewalks must remain accessible to the City of Kansas City Missouri at all times.
4. The applicant shall retain all utility easements and protect facilities required by Kansas City, Missouri Water Services Department.
5. The applicant shall retain all utility easements and protect facilities required by Spectrum Charter.
6. The applicant shall retain all utility easements and protect facilities required by Spire.

7. The City and applicant will enter into an easement agreement which provides for the following general terms:
  - a. Grant of an easement to provide public pedestrian access on a 24/7 basis, subject to temporary closure for emergencies, construction, maintenance, special events, and similar activities.
  - b. Provision prohibiting checkpoints or controlled access that would impede the 24/7 public pedestrian access easement, to be recorded with the vacation. The pedestrian network of the Country Club Plaza is intended to continue to function as part of the greater Kansas City pedestrian network.
  - c. Reservation of utility easements and protection of facilities for the benefit of Water Services and private utilities.
  - d. Reservation of an easement to provide City access for traffic signal equipment and standard streetlighting.
  - e. Requirement that the City and the landowner coordinate regarding the timing of City public infrastructure improvements, and that any repair or replacement of private improvements within the vacated right-of-way resulting from work to public infrastructure be reimbursed by the City in an amount not to exceed the cost to repair or replace such improvements to City public works improvement standards.
  - f. Requirement that the City and the landowner each designate a point of contact.
  - g. Requirement that the landowner maintain the private improvements located within the vacated right-of-way.
  - h. Provision that decorative streetlights be owned and maintained by the landowner.
  - i. Requirement that the landowner comply with all federal, state, and local laws in the improvement, maintenance, and operation of the vacated right-of-way, including compliance with the Americans with Disabilities Act (ADA).
  - j. Requirement that the landowner make publicly available its Code of Conduct.
  - k. Good Neighbor provision, requiring that the landowner's operating procedures for enforcement of its Code of Conduct be implemented in a manner that reduces potential negative impacts on adjacent properties.

- 1. Provision that the easement agreement run with the land and be binding upon successors and assigns.

Section 5. That the City Clerk of Kansas City, Missouri, be and she is hereby authorized and directed to acknowledge this ordinance as deeds are acknowledged, and to cause this ordinance and the consent of property owners hereinbefore referred to, to be filed for record in the Recorder's Office in Jackson County, Missouri.

..end

Approved as to form and legality:

Sarah Baxter
Senior Associate City Attorney

Approved by the City Plan Commission

Secretary

STATE OF MISSOURI )
) ss.
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_ to me known to be the City Clerk of Kansas City, Missouri, in the above and foregoing ordinance mentioned, and acknowledged the said ordinance to be the act and deed of said Kansas City, duly passed by the Council of said City, and became effective as herein stated.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Kansas City, Missouri, the day and year first above written.

My term expires \_\_\_\_\_, 20\_\_\_.

Notary Public within and for
County, Missouri

IN RECORDER'S OFFICE

STATE OF MISSOURI )



No  
Docket  
Memo  
Provided  
For  
260445



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**File #: 260446**

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RESOLUTION NO. 260446

Sponsor: Mayor Quinton Lucas

**RESOLUTION** - Directing the City Auditor to perform an expedited audit of the City’s contract(s) with the Greater Kansas City Coalition to End Homelessness to confirm that City funds have been used in accordance with contract terms and applicable requirements, and to report findings to the City Council within 45 days of adoption.

WHEREAS, the City of Kansas City, Missouri (“City”) serves as a certifying jurisdiction for the MO-604 Continuum of Care (“CoC”) and executes HUD Form 2991, thereby certifying that the CoC operates in compliance with applicable federal regulations, including 24 CFR Part 578 and 2 CFR Part 200; and

WHEREAS, the City has entered into one or more contracts with the Greater Kansas City Coalition to End Homelessness through which City funds have been disbursed in support of homelessness planning, coordinated entry, Homeless Management Information System (HMIS), and related functions, and those contracts provide the City with rights of access to financial records and documentation necessary to verify contract compliance; and

WHEREAS, the City has a fiduciary responsibility to ensure that public funds are administered in a manner that is transparent, compliant, and consistent with HUD requirements and the City’s Consolidated Plan; and

WHEREAS, on April 27, 2026, the President, Vice President, and Secretary of the MO-604 CoC Board jointly resigned their officer roles, citing unresolved governance, conflict-of-interest, and HUD compliance concerns that may expose risk to the CoC and its governmental partners, including the City; and

WHEREAS, documentation provided to the City warrants review of financial reporting, cost allocation, and adherence to applicable federal requirements; and

WHEREAS, initiating an audit limited to the City’s contractual relationship with the Greater Kansas City Coalition to End Homelessness is a routine governance and risk-management action undertaken to protect the City’s interests in advance of future HUD funding competitions and certifications and is not intended to constitute an audit of the full Continuum of Care or to imply any finding or presumption of wrongdoing; NOW, THEREFORE,

**BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:**

That the City Auditor is directed to perform an expedited audit of the City's contract(s) with the Greater Kansas City Coalition to End Homelessness. The audit shall assess: (a) whether City funds were expended in accordance with contract terms and applicable federal requirements, including 2 CFR Part 200; (b) the adequacy of invoicing, documentation, and internal controls tied to the City's contract(s); and (c) cost allocation methodologies and safeguards against commingling or double-billing across funding sources. The City Auditor shall report findings to the City Council within 45 days of adoption of this Resolution.

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No  
Docket  
Memo  
Provided  
For  
260446



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**File #: 260447**

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ORDINANCE NO. 260447

Sponsor: Mayor Quinton Lucas

Exempting the City of Kansas City from the provisions of Section 311.2026, RSMo, which temporarily extends hours of operation for liquor licensees during the 2026 FIFA World Cup Tournament.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City of Kansas City objects to and hereby exempts itself from the provisions of Section 311.2026, RSMo, pursuant to subsection 4 of that section. The temporary extension of hours of operation authorized by Section 311.2026, RSMo, for persons and establishments licensed to sell intoxicating liquor by the drink at retail for consumption on the premises shall not apply within the jurisdiction of the City of Kansas City during the period beginning June 11, 2026, through July 19, 2026, and all ordinances, rules, and regulations of the City of Kansas City governing hours of operation, time of closing or opening, and hours of sale of intoxicating liquor by the drink at retail for consumption on the premises shall remain in full force and effect during that period.

..end

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Approved as to form:

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Nia Malone  
Assistant City Attorney

No  
Docket  
Memo  
Provided  
For  
260447



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**File #: 260448**

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ORDINANCE NO. 260448

Sponsor: Councilmember Melissa Robinson

Amending Chapter 2, Code of Ordinances, entitled “Administration” by repealing Section 2-1956 entitled “Quarterly budget reports” and enacting in lieu thereof a section of like number and subject matter for the purpose of analyzing the allocation of use tax revenues received in excess of budgeted amounts which may be used in alignment with corresponding sales taxes.

WHEREAS, pursuant to Section 68-442, Code of Ordinances, the City imposes a local use tax at the same rate as the total rate of all local sales taxes, provided that the rate of the local use tax is adjusted to match the total rate of all local sales taxes currently in existence; and

WHEREAS, in the case of *Macon County Emergency Services Board v. Macon County Commission*, the Missouri Supreme Court has ruled that local use tax revenues are discretionary unless the authorizing statute says otherwise; and

WHEREAS, the City Council exercises its discretion over use tax revenues as allowed by law through the annual budget; and

WHEREAS, the City Council desires to exercise good stewardship over use tax revenues received above budgeted amounts for the purposes allowed by the code amendments herein; NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances entitled “Administration” is hereby amended by repealing Section 2-1956 entitled “Quarterly budget reports” and enacting in lieu thereof a section of like number and subject matter to read as follows:

**Sec. 2-1956. Quarterly budget reports.**

(a) The city manager, with the assistance of the finance department, will prepare a quarterly budget report analyzing actual and anticipated revenues and expenditures for the first three quarters of every fiscal year. These reports will be presented to the city council finance, governance, and ethics committee. The city manager and the finance department staff will be available to respond to any issues raised during the committee presentation.

(b) During times of high or unusual activity, the city manager may elect to increase the frequency of formal presentations.

(c) The finance department will explain any anomalies in the report. Such anomalies:

- (1) Are a major expenditure or revenue exception that affects a fund's total expenditure budget by one percent or totals over \$500,000.00;
- (2) Are significant and not part of a normal pattern; or
- (3) Will most likely negatively or positively impact the ending balance in the department or fund at the end of the fiscal year.

(d) Notwithstanding any other financial policy, the report required by subsection (a) shall include an analysis of revenues received pursuant to Code Section 68-442 above those anticipated at the time the annual budget is adopted for potential use toward the same purposes for which the corresponding sales tax revenue is utilized.

..end

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Approved as to form:

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Samuel Miller  
Assistant City Attorney

COMPARED VERSION  
NEW ORDINANCE TO CODE BOOKS

ORDINANCE NO. 260448

Amending Chapter 2, Code of Ordinances, entitled “Administration” by repealing Section 2-1956 entitled “Quarterly budget reports” and enacting in lieu thereof a section of like number and subject matter for the purpose of analyzing the allocation of use tax revenues received in excess of budgeted amounts which may be used in alignment with corresponding sales taxes.

WHEREAS, pursuant to Section 68-442, Code of Ordinances, the City imposes a local use tax at the same rate as the total rate of all local sales taxes, provided that the rate of the local use tax is adjusted to match the total rate of all local sales taxes currently in existence; and

WHEREAS, in the case of *Macon County Emergency Services Board v. Macon County Commission*, the Missouri Supreme Court has ruled that local use tax revenues are discretionary unless the authorizing statute says otherwise; and

WHEREAS, the City Council exercises its discretion over use tax revenues as allowed by law through the annual budget; and

WHEREAS, the City Council desires to exercise good stewardship over use tax revenues received above budgeted amounts for the purposes allowed by the code amendments herein; NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances entitled “Administration” is hereby amended by repealing Section 2-1956 entitled “Quarterly budget reports” and enacting in lieu thereof a section of like number and subject matter to read as follows:

**Sec. 2-1956. Quarterly budget reports.**

(a) The city manager, with the assistance of the finance department, will prepare a quarterly budget report analyzing actual and anticipated revenues and expenditures for the first three quarters of every fiscal year. These reports will be presented to the city council finance, governance, and ethics committee. The city manager and the finance department staff will be available to respond to any issues raised during the committee presentation.

(b) During times of high or unusual activity, the city manager may elect to increase the frequency of formal presentations.

(c) The finance department will explain any anomalies in the report. Such anomalies:

- (1) Are a major expenditure or revenue exception that affects a fund's total expenditure budget by one percent or totals over \$500,000.00;
- (2) Are significant and not part of a normal pattern; or
- (3) Will most likely negatively or positively impact the ending balance in the department or fund at the end of the fiscal year.

(d) Notwithstanding any other financial policy, the report required by subsection (a) shall include an analysis of revenues received pursuant to Code Section 68-442 above those anticipated at the time the annual budget is adopted for potential use toward the same purposes for which the corresponding sales tax revenue is utilized.

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Approved as to form:

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Samuel Miller  
Assistant City Attorney

No  
Docket  
Memo  
Provided  
For  
260448



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**File #: 260449**

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ORDINANCE NO. 260449

Sponsor: Mayor Quinton Lucas

Authorizing the City Manager to execute a Betterment and Improvement Funding Agreement with the Port Authority of Kansas City for the purposes of reimbursing certain water utility infrastructure to be constructed on the City's behalf, accepting certain rights-of-way and easements, granting certain easements, conveying certain property, waiving certain fees and pedestrian requirements, and authorizing the execution, delivery and recording of such documents as are required to effectuate the foregoing, all in furtherance of road and bridge work for the Missouri River Terminal Project.

WHEREAS, Port KC purchased certain property generally located at 8100 Norledge Avenue in Kansas City (the "**Port KC Property**") for the purpose of designing and constructing the Missouri River Terminal, a multimodal facility intended to serve as one of the primary intermodal facilities incorporating rail, road and river traffic for imports, exports and throughputs throughout the Kansas City Metro Area; and

WHEREAS, in furtherance of the Missouri River Terminal, Port KC is constructing a bridge extending across the Blue River and certain roads connected thereto (collectively, the "**Project**"); and

WHEREAS, the City owns certain real property generally located along the banks of the Blue River and bound by Interstate 435 on the west, the Port KC property on the south, the east property line of the Port KC property on the east, and 8400 Hawthorne Road, Kansas City 64120 on the north (the "**City Property**"); and

WHEREAS, the City Property is located in the area where the Project will be constructed (the "**Project Area**"), and is no longer needed for public use; and

WHEREAS, the Project will be constructed on and impact multiple properties, including the Port KC Property, the City Property, and certain properties owned by Bayer CropScience, LLC, ("**Bayer**"), Evergy Metro, Inc. ("**Evergy**"), and MDC EP Land No. 2, LLC, ("**MDC**"); and

WHEREAS, Bayer, Evergy and MDC have each conveyed or granted, or are in the process of conveying or granting, certain portions of their property for rights-of-way purposes and permanent drainage easements (the "**Rights-of-Way and Easements**"); and

WHEREAS, the Project will require that a water main be adjusted as a result of the relocation of North Century Avenue (the “**Improvement**”); and

WHEREAS, in light of Port KC’s construction activities to be performed in furtherance of the Project, the City requested that Port KC construct and install certain water utility infrastructure that is over and above what is required for Port KC to construct the Improvement (the “**Betterment**”); and

WHEREAS, as demonstrated by the preceding recitals, the Project will provide public infrastructure, promote the continued development of the Project Area, allow for jobs to be generated and retained in the Project Area, generate tax revenues to the City from business operations and increased property values in the Project Area, and serve as a catalyst for additional investment in and further redevelopment and rehabilitation of the Project Area; and

WHEREAS, in recognition that Port KC is a political subdivision of the State of Missouri and in further recognition of the public purposes the Project will serve, it is appropriate that the City reimburse Port KC for the costs incurred for the Betterment, waive all development and permitting fees, and grant easements over certain property and convey the City Property to Port KC at no cost; and

WHEREAS, because the Project Area is primarily industrial and not currently conducive to pedestrian traffic, it is appropriate that the City waive any requirements that the bridge to be constructed as part of the Project provide sidewalks, pedestrian walkways, or other similar facilities associated with pedestrian traffic, with said facilities to be studied and incorporated into subsequent phases of development; and

WHEREAS, upon the Project’s completion, Port KC will dedicate, assign, or otherwise transfer to the City, and the City will accept Port KC’s interests in the Rights-of-Way and Easements, Improvement, and Betterment; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Council does hereby authorize and approve the execution and delivery of a Betterment and Improvement Funding Agreement between the City and Port KC, in furtherance of the purposes as are set forth in the recitals herein.

Section 2. That the City Manager is hereby authorized to execute the Betterment and Improvement Funding Agreement on behalf of the City and to make such amendments thereto as may be necessary to correct minor inaccuracies which do not materially change the substance of the Betterment and Improvement Funding Agreement.

Section 3. That the City Manager is hereby authorized to execute, deliver and record, as applicable, such additional documents and make such filings on behalf of the City as may be required to effectuate and complete the Project and give effect to the obligations contained in the Betterment and Improvement Funding Agreement. A copy of the Agreement in substantial form is available in the City Manager’s Office.

..end

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Approved as to form:

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Nicole Rowlette  
Senior Associate City Attorney

No  
Docket  
Memo  
Provided  
For  
260449



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**File #: 260065**

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[COMMITTEE SUBSTITUTE FOR] ORDINANCE NO. 260065

Sponsor: Mayor Quinton Lucas

**COMMITTEE SUBSTITUTE**

Directing the City Manager to assign costs incurred by the Board of Police Commissioners beyond the twenty-five (25) percent annual budget threshold in Mo. Rev. Stat. 84.730 to a new fund entitled “KCPD Overage Fund” and establishing said fund in the books and records of the City; directing the City Manager to negotiate with the Board of Police Commissioners a process for Council approval of costs related to Board of Police Commissioners established settlement agreements, including settlements with costs structured over future budget cycles; and directing the City Manager to include an appropriation of \$5,900,000.00 in the FY2026-2027 submitted budget from the KCPD Overage Fund for legal settlements and subjecting such payments to the council ordinance process.

*Legal Review Committee recommends “Advance and Do Pass as a Committee Substitute.”  
Held on Docket 4.16.2026*

WHEREAS, Kansas City is required to provide no more than one-fourth of the general revenue to the Kansas City Police Department, pursuant to Chapter 84.730 of the Missouri Revised Statutes; and

WHEREAS, the Kansas City Police Department is governed by the Board of Police Commissioners appointed by the Governor of Missouri, pursuant to Chapter 84.350 of the Missouri Revised Statutes; and

WHEREAS, while the Board of Police Commissioners has exclusive operational control over the Kansas City Police Department, City Council has the responsibility to appropriate funds and provide fiscal oversight on behalf of Kansas City taxpayers; and

WHEREAS, the City Council has the responsibility to approve the annual budget, including the yearly funding appropriation for the Board of Police Commissioners; and

WHEREAS, pursuant to Missouri Revised Statutes Section 84.730, City Council is not required to appropriate amounts exceeding one-fourth of the general revenue fund in any fiscal year to the Board of Police Commissioners; and

WHEREAS, the Board of Police Commissioners periodically makes funding requests above and beyond the required one-fourth funding allocation, including requests for settlements and judgments from litigation involving the department; and

WHEREAS, the Board of Police Commissioners in its 2026-2027 Requested Budget seeks funding beyond the required one-fourth funding allocation mandated by state law; and

WHEREAS, the Board of Police Commissioners in its 2026-2027 Requested Budget seeks funding beyond the required one-fourth funding allocation mandated by state law to address costs from legal settlements previously approved by the Board of Police Commissioners with fiscal impact in future years and budget cycles; and

WHEREAS, City Council has received no information on the nature, size, or scope of structured legal settlements impacting this and future years and budget cycles seeking appropriations in excess of state statutory mandate; and

WHEREAS, the City has established procedures for review of costs arising from legal settlements and has responsibility for properly anticipating and budgeting future costs to the City, including seven- and eight-figure legal settlement costs approved by the Board of Police Commissioners; and

WHEREAS, the City desires to reduce the detrimental effect of structured legal settlement costs impacting the current and future years and budget cycles on policing and public safety in Kansas City; NOW, THEREFORE,

**BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:**

Section 1. The City Manager is directed to assign costs incurred by the Board of Police Commissioners beyond the twenty-five (25) percent annual budget threshold in Mo. Rev. Stat. 84.730 to a new fund, entitled “KCPD Overage Fund,” which is hereby established on the books and records of the City of Kansas City.

Section 2. The City Manager is directed to negotiate with the Board of Police Commissioners a process for Council approval of costs related to Board of Police Commissioners approved settlement agreements, including settlements with costs structured over future budget cycles.

Section 3. The City Manager is directed to budget an appropriation consistent with the Board of Police Commissioners FY 2026-2027 request for legal settlements in the amount of \$5,900,000.00 to the KCPD Overage Fund, assigning requisitioning authority to the Director of Finance, and subjecting such payments to the Council ordinance process.

..end

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Approved as to form:

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Samuel Miller  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 260065

Submitted Department/Preparer: Mayor/Council's Office

Revised 12/03/25

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

### Executive Summary

Directing the City Manager to assign costs beyond the twenty-five (25) percent annual budget threshold in Mo. Rev. Stat. 84.730 for previously approved Board of Police Commissioners legal settlements to the City's Legal Expense Fund rather than the submitted Kansas City Police Department Budget; retaining requisitioning authority with the City Attorney; directing the City Manager to negotiate with the Board of Police Commissioners a process for Council approval of costs related to Board of Police Commissioners established settlement agreements, including settlements with costs structured over future budget cycles.

### Discussion

Kansas City is required to provide no more than one-fourth of the general revenue to the Kansas City Police Department, pursuant to Chapter 84.730 of the Missouri Revised Statutes. The Kansas City Police Department is governed by the Board of Police Commissioners appointed by the Governor of Missouri, pursuant to Chapter 84.350 of the Missouri Revised Statutes; and

While the Board of Police Commissioners has exclusive operational control over the Kansas City Police Department, City Council has the responsibility to appropriate funds and provide fiscal oversight on behalf of Kansas City taxpayers. The City Council has the responsibility to approve the annual budget, including the yearly funding appropriation for the Board of Police Commissioners. Pursuant to Missouri Revised Statutes Section 84.730, City Council is not required to appropriate amounts exceeding one-fourth of the general revenue fund in any fiscal year to the Board of Police Commissioners. The Board of Police Commissioners periodically makes funding requests above and beyond the required one-fourth funding allocation, including requests for settlements and judgments from litigation involving the department. Board of Police Commissioners in its 2026-2027 Requested Budget seeks funding beyond the required one-fourth funding allocation mandated by state law.

The Board of Police Commissioners in its 2026-2027 Requested Budget seeks funding beyond the required one-fourth funding allocation mandated by state law to address costs from legal settlements previously approved by the Board of Police Commissioners with fiscal impact in future years and budget cycles. City Council has received no information on the nature, size, or scope of structured legal settlements impacting this and future years and budget cycles seeking appropriations in excess of state statutory mandate. The City has established procedures for review of costs arising from legal settlements and has responsibility for properly anticipating and budgeting future costs to the City, including seven- and eight-figure legal settlement costs approved by the Board of Police Commissioners. The City desires to reduce the detrimental effect of structured legal settlement costs impacting the current and future years and budget cycles on policing and public safety in Kansas City.

## Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
The ordinance itself does not require a funding source upon adoption. The City Manager would be directed to identify funding above the City's statutory contributions in order to fund legal settlements entered into by the Board of Police Commissioners in future fiscal years.
3. How does the legislation affect the current fiscal year?  
n/a
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
Yes. The legislation would direct the City Manager to identify future funding for legal settlements beyond what the City already appropriates to the Board of Police Commissioners on an annual basis. This would have both one-time and recurring costs, assuming certain BOPC settlements are structured to provide multi-year payments.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?  
No.

### Office of Management and Budget Review

(OMB Staff will complete this section.)

1. This legislation is supported by the general fund.  Yes  No

- 2. This fund has a structural imbalance.  Yes  No
- 3. Account string has been verified/confirmed.  Yes  No

**Additional Discussion (if needed)**

This legislation does not appropriate funds, but provides directions on where to appropriate existing and future funds.

**Citywide Business Plan (CWBP) Impact**

- 1. View the [Adopted 2025-2029 Citywide Business Plan](#)
- 2. Which CWBP goal is most impacted by this legislation?  
Finance and Governance (Press tab after selecting.)
- 3. Which objectives are impacted by this legislation (select all that apply):
  - Ensure the resiliency of a responsive, representative, engaged, and transparent City government.
  - Engage in workforce planning including employee recruitment, development, retention, and engagement.
  - Foster a solutions-oriented, welcoming culture for employees and City Partners.
  - 
  - 
  -

**Prior Legislation**

City Budget Ordinance, e.g. Ordinance 250175

**Service Level Impacts**

Additional budget items beyond the City’s statutory contribution to the BOPC could have a negative fiscal impact on the City’s General Fund or other funds depending on the source(s) identified by the City Manager.

**Staff Recommendation**

Law Department

Select One:  Sponsored  
 Directive: Res/Ord # 260065

Select One:  Recommend  
 Do Not Recommend  
 Not Applicable

Click or tap here to provide reasoning.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
N/A
2. How have those groups been engaged and involved in the development of this ordinance?  
N/A

3. How does this legislation contribute to a sustainable Kansas City?

This legislation would facilitate an agreement for funding of BOPC legal settlements such that the City may have more involvement in the budgeting of those claims.

4. Does this legislation create or preserve new housing units?  
No (Press tab after selecting)

Click or tap here to enter text.  
Click or tap here to enter text.

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

No - CREO's review is not applicable (Press tab after selecting)  
Please provide reasoning why not:  
Click or tap here to enter text.

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

Click or tap here to enter text.

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?

No(Press tab after selecting)



**File #: 260373**

ORDINANCE NO. 260373

Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to execute a five (5) year \$1,665,960.00 (plus additional charges) contract (EVP3858) with SumnerOnce Inc. to provide Multi-Functional Copiers/Printers/Scanners; authorizing the Manager of Procurement Services to amend and extend the contract; appropriating \$1,000 from the Information Technology (7160) unappropriated fund balance; and recognizing this ordinance as having an accelerated effective date.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is authorized to execute a five (5) year \$1,665,960.00 plus additional charges contract (EVP3858) with SumnerOnce Inc. to provide Multi-Functional Copiers/Printers/Scanners with previously appropriated funds.

Section 2. That the Manager of Procurement Services is authorized to amend and extend the contract without additional Council authorization with such funds that are appropriated in the annual budget.

Section 3. That the sum of \$1,000.00 is hereby appropriated from the Unappropriated Fund Balance of the 7160 Information Technology Reimbursable Services Fund to the following account in 7160 Fund:

|                       |                                 |            |
|-----------------------|---------------------------------|------------|
| 27-7160-071891-623340 | Motor Vehicle Gas, Oil & Lubric | \$1,000.00 |
|-----------------------|---------------------------------|------------|

Section 4. That this ordinance, relating to the appropriation of money, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(C) of the City Charter and shall take effect in accordance with that section.

..end

The City has no financial obligation under both this Ordinance and Contract until the Manager of Procurement Services issues a purchase order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise

unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to the obligated hereby incurred.

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William Choi  
Interim Director of Finance

Approved as to form:

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James M. Brady  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 260373

Submitted Department/Preparer: General Services

Revised 01/30/25

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

### Executive Summary

Authorizing the Manager of Procurement Services to execute a five (5) year \$1,665,960.00 (plus additional charges) contract (EVP3858) with SumnerOnce Inc. to provide Multi-Functional Copiers/Printers/Scanners; authorizing the Manager of Procurement Services to amend and extend the contract; appropriating \$1,000 from the Information Technology (7160) unappropriated fund balance; and recognizing this ordinance as having an accelerated effective date.

### Discussion

This citywide printing, scanning, and copier contract is necessary to enhance the overall availability, efficiency, and safe delivery of these services across the organization. It improves our cyber security posture by using a modern platform, considers the total cost of ownership, and simplifies training, support, and troubleshooting.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No

2. What is the funding source?

|                       |           |
|-----------------------|-----------|
| 27-7160-071891-623340 | \$1,000   |
| 27-7160-071802-617350 | \$333,195 |

3. How does the legislation affect the current fiscal year?  
This is a five year contract, but the City is only obligating the first contract year.

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
This contract will result in recurring yearly costs for five years.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?

This contract does not generate revenue.

### Office of Management and Budget Review

(OMB Staff will complete this section.)

1. This legislation is supported by the general fund.  Yes  No
2. This fund has a structural imbalance.  Yes  No
3. Account string has been verified/confirmed.  Yes  No

### Additional Discussion (if needed)

Click or tap here to enter text.

## Citywide Business Plan (CWBP) Impact

1. View the [Adopted 2025-2029 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?  
Infrastructure and Accessibility (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
- Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.
  - Develop a multimodal regional transportation system for all users.
  - Develop environmentally sustainable strategies that improve quality of life and foster economic growth.
  - Ensure adequate resources are provided for continued maintenance of existing infrastructure.
  - Focus on delivery of safe connections to schools.
  -

## Prior Legislation

N/A

## Service Level Impacts

N/A

## Staff Recommendation

General Services

Select One:  Sponsored  
 Directive: Res/Ord # [Click to enter Res/Ord. No.](#)

Select One:  Recommend  
 Do Not Recommend  
 Not Applicable

This contract is needed to provide city-wide printing and copying service

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
None
2. How have those groups been engaged and involved in the development of this ordinance?  
N/A
3. How does this legislation contribute to a sustainable Kansas City?  
N/A
4. Does this legislation create or preserve new housing units?  
Please Select (Press tab after selecting)  
  
No  
[Click or tap here to enter text.](#)
5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

No - CREO's review is not applicable (Press tab after selecting)

Please provide reasoning why not:

Click or tap here to enter text.

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

Click or tap here to enter text.

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?

Yes(Press tab after selecting)

In an effort to prevent disclosure of confidential information, a separate communication will be provided to City Council members to reflect the top three proposers for the RFP/Q.





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**File #: 260379**

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ORDINANCE NO. 260379

Sponsor: City Manager's Office

Reducing a revenue estimate and appropriation in the amount of \$4,166,667.00 within the General Obligation Series 2022A Question 1 Fund originally established for the Promise Place housing project; estimating and appropriating surplus TIF revenue in the amount of \$1,100,000.00 from the anticipated termination of the Blue Ridge Mall TIF Plan and providing for an additional appropriation from the Shared Success Fund for the Promise Place housing project; restating the City Manager's authorization to execute an agreement with the Promise Place, LLC for utilization of funds appropriated herein; modifying the timeline for substantial completion of the project; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, Council passed Committee Substitute for Ordinance No. 210695 and Committee Substitute for Ordinance No. 210696 on September 23, 2021, each of which provided potential funding sources for Third District housing projects to include Olive Street Housing and Forest Street Housing in Beacon Hill; and

WHEREAS, Council estimated and appropriated \$2,666,667.00 of 2022A Question 1 General Obligation bond proceeds for the Olive Street Housing project with the passage of Committee Substitute for Ordinance 210695 but the bonds were never issued; and

WHEREAS, Council estimated and appropriated \$1,500,000.00 of 2022A Question 1 General Obligation bond proceeds for the Forest Street Housing project with the passage of Committee Substitute for Ordinance No. 210696 but the bonds were never issued; and

WHEREAS, Ordinance No. 210695 authorized the City Manager to negotiate and execute a \$2,666,667.00 development agreement for the purpose of constructing a 101-unit affordable housing development located at 4423 Olive Street; and

WHEREAS, Council passed Ordinance No. 220430 on May 26, 2022, that authorized the Director of Housing and Community Development to negotiate and execute a CCED Funding Agreement with Promise Place, LLC, in the amount of \$3,600,000.00 for the same development at 4423 Olive Street; and

WHEREAS, Council passed Ordinance No. 240504 on July 18, 2024, that awarded the Promise Place project \$250,000.00 in Community Development Block Grant (CDBG) dollars and \$250,000.00 in federal HOME dollars; and

WHEREAS, Code § 74 – 12 provides that Council may modify the construction timeline for projects; and

WHEREAS, Council passed Ordinance No. 250289 on April 17, 2025, which modified the construction timeline for the Promise Place project as to require substantial completion by December 31, 2027; and

WHEREAS, Council passed Committee Substitute for Ordinance No. 250402, As Amended, on June 5, 2025, which appropriated \$1,500,000.00 from the Housing Trust Fund for the Promise Place project, conditioned on the project receiving an award of 4% Low-Income Housing Tax Credits (LIHTC) from the Missouri Housing Development Commission no later than December 31, 2025; and

WHEREAS, Committee Substitute for Ordinance No. 250402, As Amended, directed the City Manager to negotiate and execute a funding agreement for Promise Place Housing utilizing funds appropriated therein; and

WHEREAS, Council passed Ordinance No. 041238 on February 24, 2005, which accepted the recommendations of the Tax Increment Financing Commission and adopted the Blue Ridge Mall Tax Increment Financing Plan; and

WHEREAS, the City anticipates the Blue Ridge Mall TIF Plan to be terminated; and

WHEREAS, the City anticipates receiving in excess of \$1,100,000.00 of surplus revenues following the termination of the Blue Ridge Mall TIF Plan; and

WHEREAS, the City Council desires to utilize a combination of the Blue Ridge Mall surplus TIF revenue and \$800,000.00 of Shared Success revenues in-lieu of 2022A Question 1 bond proceeds to support the Promise Place project due to a lack of eligible project expenses conforming to the requirements for Question 1 general obligation bonds; and

WHEREAS, the Shared Success Fund is projected to have a balance of approximately \$1,200,000.00 at the end of Fiscal Year 2026-27; NOW, THEREFORE,

**BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:**

Section 1. That the revenue estimate in the following account of the General Obligation Series 2022A Question 1 Bond Fund, No. 3522, is hereby reduced in the following amount:

|                       |               |                |
|-----------------------|---------------|----------------|
| AL-3522-120000-590000 | Bond Proceeds | \$4,166,667.00 |
|-----------------------|---------------|----------------|

Section 2. That the appropriation in the General Obligation Series 2022 A Question 1 Bond Fund, No. 3522, is hereby reduced in the following amount:

|                  |                      |                |
|------------------|----------------------|----------------|
| AL-3522-552046-B | Economic Development | \$4,166,667.00 |
|------------------|----------------------|----------------|

Section 3. That the revenue in the General Fund, No. 1000, is estimated in the following additional amount:

|                       |                     |                |
|-----------------------|---------------------|----------------|
| 27-1000-120000-480560 | Surplus TIF Revenue | \$1,100,000.00 |
|-----------------------|---------------------|----------------|

Section 4. That the sum of \$1,100,000.00 is hereby appropriated from the Unappropriated Fund Balance of the General Fund to the following account:

|                              |                      |                |
|------------------------------|----------------------|----------------|
| 27-1000-552046-B-55PROMPLACE | Economic Development | \$1,100,000.00 |
|------------------------------|----------------------|----------------|

Section 5. That the sum of \$800,000.00 is hereby appropriated from the Unappropriated Fund Balance of the Shared Success Fund to the following account:

|                              |                      |               |
|------------------------------|----------------------|---------------|
| 27-2590-552046-B-55PROMPLACE | Economic Development | \$ 800,000.00 |
|------------------------------|----------------------|---------------|

Section 6. That the Director of Housing is designated as requisitioning authority for Account Nos. 27-1000-552046-B-55PROMPLACE and 27-2590-552046-B-55PROMPLACE.

Section 7. That the City Council reaffirms its direction to the City Manager to negotiate and execute a funding agreement for Promise Place Housing, as provided in Ordinance No. 220430,utilizing funds appropriated herein and funds previously appropriated in Account Nos. 27-2490-552046-B-55PROMPLACE and 27-2490-555996-B-55PROMPLACE.

Section 8. That pursuant to Code § 74-12, the timeline for substantial completion of the Promise Place project, located at 4423 Olive Street, is hereby modified to require substantial completion by December 31, 2029.

Section 9. That this ordinance is recognized as an ordinance with an accelerated effective date as provided by Section 503 (a)(3)(C) of the City Charter in that it appropriates money and shall take effect in accordance with that section.

..end

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I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

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William Choi  
Interim Director of Finance

Approved as to form:

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Emalea Kohler  
Associate City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 260379

Submitted Department/Preparer: City Manager's Office

Revised 01/30/25

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

### Executive Summary

Reducing a revenue estimate and appropriation in the amount of \$4,166,667.00 within the General Obligation Series 2022A Question 1 Fund originally established for the Promise Place housing project; estimating and appropriating surplus TIF revenue in the amount of \$1,100,000.00 from the anticipated termination of the Blue Ridge Mall TIF Plan and providing for an additional appropriation from the Shared Success Fund for the Promise Place housing project, restating the City Manager's authorization to execute an agreement with the Promise Place, LLC for utilization of funds appropriated herein; modifying the timeline for substantial completion of the project; and recognizing this ordinance as having an accelerated effective date.

### Discussion

Council passed Committee Substitute for Ordinance No. 210695 and Committee Substitute for Ordinance No. 210696 on September 23, 2021, each of which provided potential funding sources for Third District housing projects to include Olive Street Housing and Forest Street Housing in Beacon Hill.

Council estimated and appropriated \$2,666,667.00 of 2022A Question 1 General Obligation bond proceeds for the Olive Street Housing project with the passage of Committee Substitute for Ordinance 210695 but the bonds were never issued.

Council estimated and appropriated \$1,500,000.00 of 2022A Question 1 General Obligation bond proceeds for the Forest Street Housing project with the passage of Committee Substitute for Ordinance No. 210696 but the bonds were never issued.

Ordinance No. 210695 authorized the City Manager to negotiate and execute a \$2,666,667.00 development agreement for the purpose of constructing a 101-unit affordable housing development located at 4423 Olive Street; and WHEREAS, Council passed Ordinance No. 220430 on May 26, 2022, that authorized the Director of Housing and Community Development to negotiate and execute a

CCED Funding Agreement with Promise Place, LLC in the amount of \$3,600,000.00 for the same development at 4423 Olive Street.

Council passed Ordinance No. 240504 on July 18, 2024, that awarded the Promise Place project \$250,000 in Community Development Block Grant (CDBG) dollars and \$250,000 in federal HOME dollars.

Code § 74 - 12 provides that Council may modify the construction timeline for projects.

Council passed ordinance 250289 on April 17, 2025, which modified the construction timeline for the Promise Place project as to require substantial completion by December 31, 2027.

Council passed Committee Substitute for Ordinance 250402, As Amended, on June 5, 2025, which appropriated \$1,500,000.00 from the Housing Trust Fund for the Promise Place project, conditioned on the project receiving an award of 4% Low-Income Housing Tax Credits (LIHTC) from the Missouri Housing Development Commission no later than December 31, 2025.

Committee Substitute for Ordinance 250402, As Amended, directed the City Manager to negotiate and execute a funding agreement for Promise Place Housing utilizing funds appropriated therein.

Council passed Ordinance No. 041238 on February 24, 2005, which accepted the recommendations of the Tax Increment Financing Commission and adopted the Blue Ridge Mall Tax Increment Financing Plan.

The City anticipates the Blue Ridge Mall TIF Plan to be terminated and the City anticipates receiving in excess of \$1,100,000.00 of surplus revenues following the termination of the Blue Ridge Mall TIF Plan.

The City Council desires to utilize a combination of the Blue Ridge Mall surplus TIF revenue and \$800,000 of Shared Success revenues in-lieu of 2022A Question 1 bond proceeds to support the Promise Place project due to a lack of eligible project expenses conforming to the requirements for Question 1 general obligation bonds.

The Shared Success Fund is projected to have a balance of approximately \$1,200,000 at the end of fiscal year 2026-27.

## Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No

2. What is the funding source?  
General Fund (1000) and Shared Success Fund (2590)
3. How does the legislation affect the current fiscal year?  
This legislation estimates and appropriates \$1.1 million in surplus TIF revenue from the General Fund and reduces the available balance in the Shared Success Fund (2590) by \$800,000.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
This is a one time appropriation.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?  
N/A

**Office of Management and Budget Review**

(OMB Staff will complete this section.)

1. This legislation is supported by the general fund.  Yes    No
2. This fund has a structural imbalance.  Yes    No
3. Account string has been verified/confirmed.  Yes    No

**Additional Discussion (if needed)**

This legislation does not draw down the fund balance of the General Fund as the surplus STIF revenue from the Blue Ridge Mall offsets the appropriation. The Shared Success Fund will be drawn down \$800,000 and have a remaining balance of \$413,246 based on the Adopted FY27 Budget.

**Citywide Business Plan (CWBP) Impact**

1. View the [Adopted 2025-2029 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?  
Housing and Healthy Communities (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):

- Utilize planning approaches in neighborhoods to reduce blight, ensure sustainable, affordable housing, and improve resident wellbeing and cultural diversity.
- Maintain and increase housing supply to meet the demands of a diverse population.
- Address the various needs of the City's most vulnerable population by working to reduce disparities.
- Promote healthy residents by ensuring basic sanitation and living needs are met.
- Ensure all residents have safe, accessible, quality housing by reducing barriers.
- Protect and promote healthy, active amenities such as parks and trails, play spaces, and green spaces.

**Prior Legislation**

Ordinance Nos. 210695, 210696, 220430, 240504, 250289, 250402, 041238

**Service Level Impacts**

Click or tap here to provide a description of how this ordinance will impact service levels. List any related key performance indicators and impact.

**Staff Recommendation**

Click or tap here to enter department.

Select One:  Sponsored  
 Directive: Res/Ord # [Click to enter Res/Ord. No.](#)

Select One:  Recommend  
 Do Not Recommend  
 Not Applicable

Click or tap here to provide reasoning.

**Other Impacts**

1. What will be the potential health impacts to any affected groups?

N/A

2. How have those groups been engaged and involved in the development of this ordinance?

N/A

3. How does this legislation contribute to a sustainable Kansas City?

N/A

4. Does this legislation create or preserve new housing units?

Yes (Press tab after selecting)

Total Number of Units [Click or tap here to enter text.](#)

Number of Affordable Units [Click or tap here to enter text.](#)

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

No - CREO's review is not applicable (Press tab after selecting)

Please provide reasoning why not:

[Click or tap here to enter text.](#)

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

[Click or tap here to enter text.](#)

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?

No(Press tab after selecting)









**Civil Rights & Equal Opportunity Department  
Economic Equity & Inclusion  
Nondiscrimination & Equal Opportunity Review Form**

Date: 3/24/26

Form Prepared By: Ashley Wise

|                                   |   |
|-----------------------------------|---|
| Contract/Project Number: NA       | Project Name: CCF                         |
| Developer/Prime: NA               | Contact Information: ashley.wise@kcmo.org |
| Final Contract Value: \$45,926.76 | Project Manager: Ashley Wise              |

Funding:  City  State  Federal  CO-OP  Grant:  Other:

Project Requirements:  M/WBE  DBE  Section 3  N/A

Tax Incentive:  LCRA  TIF  PIEA  Ch. 100  Other:  N/A

Prevailing Wage:  Yes  No

Davis-Bacon:  Yes  No

Construction Employment Program:  Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.  
 No: Workforce hours are less than 800 and project cost is less than \$300,000.

| Contracts & Leases         | Nondiscrimination                                     |
|----------------------------|---|
| Ch. 3 Article IV: <u>x</u> | Ch. 38: <u>x</u>                                      |
| RSMo 213: <u>NA</u>        | Title VI: <u>NA</u>                                   |
| MWDBE: <u>NA</u>           | Prevailing Wage and Labor Standards: <u>NA</u>        |
| SLBE: <u>NA</u>            | RSMo 34 Anti-Discrimination Against Israel: <u>NA</u> |

Contract Type:

Construction  Design-Build  Design Professional  Professional Services

General Service  Concession  Other Goods & Services  Non-Municipal Agency

Co-Operative  Revenue Sharing  Facilities Maintenance/Repair/Renovation

Other: Lease agreement

Additional Information:  
 Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with Community Capital Fund.

**This document is submitted with all available facts. Intentionally falsifying this document or omitting pertinent facts is grounds for disciplinary action pursuant to KCMO Human Resources Rules & Policy Manual (eff. August 4, 2014).**

**FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:**

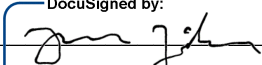
The Document is:

Approved  Disapproved

Changes Needed:

Federal Provisions Included:

Approved  Disapproved  Not Applicable

CREO Signature:  Date: 3/27/2026

Comments:

