



City Planning and Development Department –  
Development Services

DATE: **October 27, 2016**

TO: **Marilyn Sanders, City Clerk**

FROM: **Brett A. Cox, P.E., Division Manager, Land Development Division (LDD)  
City Planning and Development**

SUBJECT: **Kansas City Power and Light Southeast Campus (SD1415B))**

All the requirements of this office have been met.

A handwritten signature in blue ink, appearing to read "Brett A. Cox".

Brett A. Cox, P.E.  
Land Development Division  
Division Manager

BAC:prp

RECEIVED BY  
THE CITY CLERK

OCT 28 2016



# PLAT REVIEW GROUP

## TAX CLEARANCE MEMO

Date: 10-5-16

To: Tammy Queen, City Treasurer

From: PAM POWELL

Subject: KANSAS CITY POWER AND LIGHT  
SOUTHEAST CAMPUS

The following are the only plat and parcel numbers affecting the above referenced property:

See attached K-PIN

Plat Reviewer: Pamela Powell

Proposed Plat  
Parcels

**Kansas City Power and Light Southeast Campus**

Parent

KIVA\_PIN

71009

71011

256190



## Property Account Summary

Parcel Number	50-800-01-01-00-0-00-000	Property Address	9912 RAYTOWN RD , KANSAS CITY, MO 64134
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### General Information

Property Description	RNG-32 TWP-48 SEC-32 N 1/2 OF NE NE OF SEC 32 DAF: BEG AT NE COR OF NE NE TH W ON SEC LI 1334.1' TH S 660.65' TH E 1331.2' TO PT IN OLD RD TH N TO BEG (EX PT TO ST OF MO FOR HWY) CONTG 20.23 AC MOL
Property Category	Land and Improvements
Status	Active, Host Other Property, Locally Assessed
Tax Code Area	012

### Property Characteristics

Property Class	1010
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### Parties

Role	Percent	Name	Address
Taxpayer	100	KANSAS CITY POWER & LIGHT CO	1201 WALNUT, KANSAS CITY, MO 64106 UNITED STATES
Owner	100	KANSAS CITY POWER & LIGHT CO	1201 WALNUT, KANSAS CITY, MO 64106 UNITED STATES

### Property Values

Value Type	Tax Year 2016	Tax Year 2015	Tax Year 2014	Tax Year 2013	Tax Year 2012
Market Value Total	118,317	118,317	118,317	118,317	118,317
Taxable Value Total	0	0	0	0	0
Assessed Value Total	22,480	22,480	22,480	22,480	22,480

### Active Exemptions

D01 Rail and Utilites (N)	
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No Charges are currently due.

No Charge Amounts are currently due for this property. If you believe this is incorrect, please contact the Taxpayer Services Unit at (816) 881-3232.

**NOTICE:** Telephones are staffed during regular business hours (8am to 5pm, Monday through Friday, excluding holidays observed by Jackson County).

### Distribution of Current Taxes

District	Amount
BOARD OF DISABLED SERVICES	0.000000
CITY - KANSAS CITY	0.000000
HICKMAN MILLS SCHOOL C-1	0.000000
JACKSON COUNTY	0.000000
MENTAL HEALTH	0.000000
METRO JUNIOR COLLEGE	0.000000
MID-CONTINENT LIBRARY	0.000000
STATE BLIND PENSION	0.000000

### Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
No Events Found					

**REMINDER:** Occasionally, the parcel number for a real estate parcel changes, due to a parcel segregation or merge. In such a case, a search of the new parcel number may not reflect tax delinquency or a full tax history concerning that parcel. You may wish to contact us to obtain that information. Or, you may wish to search all relevant parcel numbers of parcels involved in such a segregation or merge. [Click here to begin a search on this website to see if a parcel](#)

was involved in a segregation or merge occurring within the past five years and to see a list of parent parcel(s) and child parcel(s) involved. NOTE: Information concerning a segregation or merge occurring more than five years prior to the search is not available on this website.

**ATTENTION:** This website will close at 11:00 p.m. on December 31.  
Taxes paid online after the website reopens in the New Year will accrue interest, penalties and fees.

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Version 1.0.5228.20119



## Property Account Summary

Parcel Number	50-800-01-13-00-0-00-000	Property Address	10051 RAYTOWN RD , KANSAS CITY, MO 64134
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### General Information

Property Description	SECTION 32 TWNSHP 48 RANGE 32 BEG NW COR NE 1/4 SEC 32, TH E 1334.1', TH S 660.65', TH E1041.2', TH SWLY ALG NWLY LI RELOC RAYTOWN RD 1026.54'TO S LI NE NE 1/4 SD SEC, TH W 254.19TH S 338.94', TH S 42 DEG 4 MIN W 110.3', TH ALG N LI I-470 S 82DEG 45 MIN W 502.47', TH CONT ALG SD N LI S 77 DEG 9 MIN W 280'MOL', TH N 35 DEG 40 MIN W25' MOL, TH N 60 DEG 10 MINW 205', TH N 72 DEG 15 MIN W 311.5', TH N 72 DEG 15 MIN W 88'TH N 51 DEG 23 MIN W235', TH N 30 DEG 23 MIN W 184' MOL, TH E 382.81', TH N ALG W LI NE 1/4 SD SEC 1343.8' TO BEG
Property Category	Land and Improvements
Status	Active, Host Other Property, Locally Assessed
Tax Code Area	012

### Property Characteristics

Property Class	4000
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### Parties

Role	Percent	Name	Address
Taxpayer	100	KANSAS CITY POWER & LIGHT COMPANY	PO BOX 418679, KANSAS CITY, MO 64141 UNITED STATES
Owner	100	KANSAS CITY POWER & LIGHT COMPANY	PO BOX 418679, KANSAS CITY, MO 64141 UNITED STATES

### Property Values

Value Type	Tax Year 2016	Tax Year 2015	Tax Year 2014	Tax Year 2013	Tax Year 2012
Market Value Total	16,733	16,733	15,936	15,936	15,936
Taxable Value Total	0	0	0	0	0
Assessed Value Total	2,008	2,008	1,912	1,912	1,912

### Active Exemptions

D01 Rail and Utilites (N)	
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No Charges are currently due.

No Charge Amounts are currently due for this property. If you believe this is incorrect, please contact the Taxpayer Services Unit at (816) 881-3232.

**NOTICE:** Telephones are staffed during regular business hours (8am to 5pm, Monday through Friday, excluding holidays observed by Jackson County).

### Distribution of Current Taxes

District	Amount
BOARD OF DISABLED SERVICES	0.000000
CITY - KANSAS CITY	0.000000
HICKMAN MILLS SCHOOL C-1	0.000000
JACKSON COUNTY	0.000000
MENTAL HEALTH	0.000000
METRO JUNIOR COLLEGE	0.000000
MID-CONTINENT LIBRARY	0.000000
STATE BLIND PENSION	0.000000

### Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
No Events Found					

**REMINDER:**

Occasionally, the parcel number for a real estate parcel changes, due to a parcel segregation or merge. In such a case, a search of the new parcel number may not reflect tax delinquency or a full tax history concerning that parcel. You may wish to contact us to obtain that information. Or, you may wish to search all relevant parcel numbers of parcels involved in such a segregation or merge. [Click here to begin a search on this website to see if a parcel was involved in a segregation or merge occurring within the past five years and to see a list of parent parcel\(s\) and child parcel\(s\) involved.](#) **NOTE: Information concerning a segregation or merge occurring more than five years prior to the search is not available on this website.**

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# COMMITMENT FOR TITLE INSURANCE

Issued by **Chicago Title Insurance Company**



CHICAGO TITLE INSURANCE COMPANY

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

**IN WITNESS WHEREOF**, the Company has caused this Commitment to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

Attest:

Secretary



By:

President

Chicago Title Insurance Company

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Alta Commitment - 2006  
Cover Page (Arbitration Deleted)  
Form 1004-317

ORIGINAL







CHICAGO TITLE INSURANCE COMPANY

File No.: L20154564

**SCHEDULE A**

1. Effective Date: July 31, 2015 at 8:00 AM REVISED 08.07.15
  
2. Policy or Policies to be issued:  
OWNER'S POLICY:  
ALTA Owner's Policy 2006 (Amended 6/17/2006) AMOUNT: \$2,500.00  
  
Proposed Insured:
  
3. The estate or interest in the land described or referred to in the Commitment and covered herein is:  
Fee Simple
  
4. Title to the estate or interest in the land is vested in:  
Kansas City Power & Light Company
  
5. The land referred to in this Commitment is described as follows:  
SEE ATTACHED EXHIBIT "A"

The Commitment is valid only if Schedule B is attached

ALTA Commitment (6/17/06)

RD3

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**Exhibit "A"**

Tract 1:

All that part of the North Half of the Northeast Quarter of the Northeast Quarter of Section 32, Township 48, Range 32, in Kansas City, Jackson County, Missouri, described as follows: Beginning at the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 32, Township 48, Range 32, in Kansas City, Jackson County, Missouri; thence East 1334.10 feet to the Northeast corner of said Quarter Quarter section; thence South 660.65 feet to the Northwest corner of the South Half of the Northeast Quarter of the Northwest Quarter of said section; thence along the North line of said Half of Quarter Quarter section, North 89 degrees 56.5 minutes East 1014.2 feet to a point on the Northwesterly right of way line of the relocated Raytown Road, as established by Commissioners Report recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, as Document No. I-86010, in Book I-258, Page 1207, said point being 80 feet at right angles from the center line thereof; thence along said Northwesterly right of way line parallel to and 80 feet from said center line in a Southwesterly direction along a curve to the right (having a radius of 1065.92 feet) 411.05 feet to the point of tangent at Station 35+68.49; thence continuing along said right of way line 80 feet from said center line South 57 degrees 46 minutes West, 205.87 feet to the point of curve at Station No. 37+74.36; thence continuing along said right of way line 80 feet from said center line in a Southwesterly direction along a curve to the left (having a radius of 1225.92 feet) 409.62 feet to a point on the South line of the Northeast Quarter of the Northeast Quarter of said section; thence leaving said right of way due West 254.19 feet to the Northeast corner of the Southwest Quarter of the Northeast Quarter of said section; thence along the East line of said Quarter Quarter section South 1 degree 01.5 minutes East, 338.94 feet to a point on the Northwesterly right of way line of said relocated Raytown Road; thence along said Northwesterly right of way line South 42 degrees 04 minutes West, 110.30 feet to a point on the Northerly right of way line of Interstate Route No. 470, as established by said Commissioners Report recorded as Document No. I-86010, in Book I-258, Page 1207, said point being 400 feet at right angles from center line Station 223+0; thence along said Northerly right of way line South 82 degrees 45.5 minutes West, 502.47 feet to a point 350 feet at right angles from center line Station 218+0; thence along said Northerly right of way line, the prolongation of which would fall 190 feet at right angles North of center line Station 210, South 77 degrees 09.5 minutes West, 280 feet, more or less to a point on the Southerly meanderings of a tract of land described in Document No. 651447, in Book 1204, Page 356; thence along said meanderings North 35 degrees 40 minutes West 25 feet, more or less, to an angle point therein; thence North 60 degrees 10 minutes West, 205 feet; thence North 72 degrees 15 minutes West 311.5 feet to the West line of the Southwest Quarter of the Northeast Quarter; thence further North 72 degrees 15 minutes West, 88 feet; thence North 51 degrees 23 minutes West, 235 feet; thence North 30 degrees 23 minutes West, 184 feet, more or less to a point on the South line of the tract described in the Quit Claim Deed filed as Recorder's Document No. 830421 in Book 1676, Page 299, in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence; thence along the South line of the tract described in said Document, South 86 degrees 15 minutes 48 seconds East to a point in the South line (which lies North 88 degrees 47 minutes 40 seconds West, a distance of 382.81 feet from the East line of the Northwest Quarter of said section); thence South 88 degrees 47 minutes 40 seconds East 382.81 feet; thence along the East line of the Southeast Quarter of the Northwest Quarter of said section, North 0 degrees 05 minutes 51 seconds East, 17 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter; thence North along the West line of the Northwest Quarter of the Northeast Quarter, 1326.80 feet to the point of beginning.

Tract 2:

All of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 32, Township 48, Range 32, in Kansas City, Jackson County, Missouri, described as follows: Beginning at the Northeast corner of the Northeast 1/4 of the Northeast 1/4; thence West on Section line 1334.1 feet to a point; thence South 660.65 feet; thence East 1331.2 feet to a point in old road; thence North to the point of beginning, except that part deeded to the State Highway Commission.

Tract 3:

File No.: L20154564

Exhibit A (Continued)

All that part of the South-Half of the Northeast Quarter of Section 32, Township 48, Range 32, in the City of Kansas City, Jackson County, Missouri, described as follows: Beginning at the Southeast corner of the Northeast Quarter of said Section 32; thence North 00 degrees 14 minutes 26 seconds East, along the East line of the Northeast Quarter of said Section 32, 1319.89 feet to the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 32; thence leaving said line North 88 degrees 49 minutes 09 seconds West, along the North line of the South-Half of the Northeast Quarter of said Section 32, 1070.39 feet to the True Point of Beginning of the tract to be herein described, said point also being on the Westerly right of way line of the relocated Raytown Road; thence Southerly along the said right of way line along a curve to the left having a radius of 1225.92 feet, an arc length of 172.96 feet, and a chord bearing of south 36 degrees 00 minutes 01 seconds West to the point of intersection of said relocated Raytown Road right of way and the Northerly right of way line of Interstate 470; thence leaving said Westerly right of way line along the said Northerly right of way line North 36 degrees 51 minutes 30 seconds West, 20.67 feet; thence continuing along said right of way line South 35 degrees 22 minutes 48 seconds West, 154.12 feet; thence leaving said right of way line, North 88 degrees 49 minutes 09 seconds West, along a line parallel with and offset 253.06 feet South of the North line of the South-Half of the Northeast Quarter of said Section 32, 52.69 feet to a point on the West line of the Southeast Quarter of the Northeast Quarter of said Section 32; thence North 00 degrees 10 minutes 08 seconds East, along the said West line, 253.10 feet to the Northwest corner of the Southeast Quarter, of the Northeast Quarter of said Section 32; thence along said North line South 88 degrees 49 minutes 09 seconds East, 255.20 feet to the true point of beginning.

And shown as Tract B on that certain Survey recorded May 10, 2010, as Document No. 2010E0044274 in the Office of the Recorder of Deeds for Jackson County, Missouri.

**SCHEDULE B**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

**Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable November 1, 2015, delinquent January 1, 2016.

City, State and County Tax ID No.: 50-800-01-13-00-0-00-000 (Tract 1)

2014 Base Amount: -0-  
2014 Assessed Value: \$1,912.00  
2015 Estimated Assessed Value: \$2,008.00  
2014 Mill Levy: 9.3205  
Active Exemptions: D01 Rail and Utilities (N)

a) We require proof of payment of special assessments and sewer usage fees, if any, due and payable to the City of Kansas City. If unpaid, these charges may become a lien against the property.

Our policy, when issued, will contain the following exception, unless proper proof of payment is provided:

Special Assessments, if any, which are DUE AND PAYABLE to the City of Kansas City.

8. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable November 1, 2015, delinquent January 1, 2016.

ALTA Commitment (6/17/06)



Schedule B (Continued)

City, State and County Tax ID No.: 50-800-01-01-00-0-00-000 (Tract 2)

2014 Base Amount: -0-  
2014 Assessed Value: \$22,480.00  
2015 Estimated Assessed Value: \$22,480.00  
2014 Mill Levy: 9.3205  
Active Exemptions: D01 Rail and Utilities (N)

a) We require proof of payment of special assessments and sewer usage fees, if any, due and payable to the City of Kansas City. If unpaid, these charges may become a lien against the property.

Our policy, when issued, will contain the following exception, unless proper proof of payment is provided:

Special Assessments, if any, which are DUE AND PAYABLE to the City of Kansas City.

9. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable November 1, 2015, delinquent January 1, 2016.

City, State and County Tax ID No.: 50-800-01-17-00-0-00-000 (Tract 3)

2014 Base Amount: -0-  
2014 Assessed Value: \$14,762.00  
2015 Estimated Assessed Value: \$14,762.00  
2014 Mill Levy: 9.3205  
Active Exemptions: D01 Rail and Utilities (N)

a) We require proof of payment of special assessments and sewer usage fees, if any, due and payable to the City of Kansas City. If unpaid, these charges may become a lien against the property.

Our policy, when issued, will contain the following exception, unless proper proof of payment is provided:

Special Assessments, if any, which are DUE AND PAYABLE to the City of Kansas City.

10. Records show the land in question to be tax exempt as of the date of this commitment. However, this commitment should not be construed as insuring the future tax exempt condition of the land in question.

11. AMENDED 08.07.15

General Mortgage Indenture and Deed of Trust executed by Kansas City Power & Light Company, a Missouri corporation and United Missouri Bank of Kansas City, N.A., as Trustee, dated December 1, 1986 and filed November 25, 1986 under Document No. I-733944 and K-746018 in in Book I-1612 at Page 632 and Book K-1612 at Page 1, given to secure an issue of bonds in the principal amount of the secured and bonded indebtedness together with interest, and payable as therein specified; as supplemented by the Supplemental Indentures filed as:

Fifth Supplemental Indenture dated September 1, 1992 by and between Kansas City Power & Light Company, a Missouri corporation and United Missouri Bank, N.A., (formerly United Missouri Bank of Kansas City, N.A.), as

ALTA Commitment (6/17/06)



Schedule B (Continued)

Trustee, filed September 10, 1992, in Jackson County, at Kansas City as Document No. K-1041360 in Book K-2288 at Page 1240 and filed September 10, 1992, at Independence, Document No. I-1131853 in Book I-2288 at Page 1776.

Seventh Supplemental Indenture dated October 1, 1993 by and between Kansas City Power & Light Company, a Missouri corporation and United Missouri Bank, N.A., (formerly United Missouri Bank of Kansas City, N.A.), as Trustee, filed October 8, 1993, in Jackson County, at Kansas City as Document No. K-1104016 in Book K-2458 at Page 854 and filed at Independence on October 7, 1993 as Document No. I-1221163 in Book I-2458 at Page 17, and the

Eighth and Eleventh Supplemental Indentures notice of which are imparted by the Partial Release filed April 1, 2008 as Document No. 2008E0035107.

Twelfth, Thirteenth and Fourteenth Supplemental Indentures notice of which are imparted by the Partial Release filed July 2, 2009 as Document No. 2009E0065622.

Fifteenth Supplemental Indenture notice of which is imparted by the Partial Release filed June 13, 2014 as Document No. 2014E0047250.

12. The general mortgage and judgment indebtedness, if any, of Kansas City Power & Light Company.
13. The legal description is shown in Schedule A above, though taken from instruments of record, is for convenience in reporting. The Company must be furnished a Certificate of Survey made by a competent and qualified surveyor, which must establish the exact boundaries of the Land with reference to the Government Survey and any other topographical feature. When we have been furnished such Certificate of Survey, if necessary, we will redraft the legal description so as to definitely describe the Land to be insured. In this connection, we reserve the right to require, if necessary, any kind of boundary line agreement we may deem indispensable.

**THE FOLLOWING EXCEPTIONS AFFECT TRACT 1:**

14. Easement granted to Missouri Public Service Company as described in the document recorded September 4, 1973, in Book I-465, at Page 1717, as Document No. I-162873.
15. Easement from C. M. Oliver and S. A. Oliver, his wife, granted to the Prairie Oil and Gas Company, a corporation, as described in the document recorded October 18, 1904, as Document No. 45488, in Book 255, at Page 98, as assigned to Sinclair Pipe Line Company by Assignment dated December 14, 1950, filed January 25, 1951, under Document No. 574241, in Book 897, Page 142.
16. Pipe and telephone lines easement granted to Prairie Oil and Gas Company as described in the document recorded October 18, 1904, in Book 254, at Page 149, as Document No. 45489, as assigned to Sinclair Pipe Line Company by Assignment dated December 14, 1950, filed January 25, 1951, under Document No. 574241, in Book 897, Page 142.
17. Right of way dated January 6, 1947, filed for record January 25, 1947, under Document No. 524970, in Book 799, Page 431, from Mary H. Prewitt, a widow and Anna Prewitt Wright and Edward C. Wright, her husband, to Sinclair Refining Company, a Maine corporation and later assigned to Sinclair Pipe Line Company by Assignment dated December 14, 1950, filed January 25, 1951, under Document No. 574241, in Book 897, Page 142.

ALTA Commitment (6/17/06)



Schedule B (Continued)

18. Easement granted to Cities Service Gas Company as described in the document recorded September 25, 1946, in Book 776, at Pages 290, as Document No. 520866 and modified by the Modification of Right of Way Agreement recorded November 9, 2011, as Document No. 2011E0105109, as assigned to LaCledde Gas Company by the instrument recorded September 3, 2013, as Document No. 2013E0093218.
19. Sewer right of way granted to Kansas City as described in the documents recorded July 2, 1963, in Book 1636, at Page 598, as Document No. 815271, and recorded July 2, 1963, in Book 1636, at Page 599, as Document No. 815272.
20. Lack of abutters' right of direct access between the land and the highway now known as Interstate Route 470, the same having been condemned by the State of Missouri, as evidenced in the commissioners' report filed for record in the Office of the Recorder of Deeds, May 24, 1971, as Document No. I-86010, in Book I-258 at Page 1207.
21. Storm Drainage Easement granted to Kansas City by the instrument recorded July 6, 2010, as Document No. 2010E0063919 and accepted by the City of Kansas City under Ordinance No. 110143, recorded March 15, 2011, as Document No. 2011E0024964.
22. Easement for BMPs granted to Kansas City by the instrument recorded March 18, 2015, as Document No. 2015E0022041.
23. Easement for Stream Buffer granted to Kansas City by the instrument recorded March 18, 2015, as Document No. 2015E0022042, as corrected by Surveyor's Affidavit recorded March 20, 2015, as Document No. 2015E0022833.
24. Easement for Stream Buffer granted to Kansas City by the instrument recorded March 20, 2015, as Document No. 2015E0022834.

**THE FOLLOWING EXCEPTIONS AFFECT TRACT 2:**

25. Easement from C. M. Oliver and S. A. Oliver, his wife, granted to the Prairie Oil and Gas Company, a corporation, as described in the document recorded October 18, 1904, in Book 255, at Page 98 as Document No. 45488, as assigned to Sinclair Pipe Line Company by Assignment dated December 14, 1950, filed January 25, 1951, under Document No. 574241, in Book 897, Page 142.
26. Pipe and telephone lines easement granted to Prairie Oil and Gas Company as described in the document recorded October 18, 1904, in Book 254, at Page 149, as Document No. 45489, as assigned to Sinclair Pipe Line Company by Assignment dated December 14, 1950, filed January 25, 1951, under Document No. 574241, in Book 897, Page 142.
27. That part of the land, if any, in 99th Street as the same is now established. (This would affect a Northerly part of the land, if any of it.)
28. Easement for road over the North 30 feet of the land, reserved in deed dated December 24, 1931, and recorded in Book 573, at Page 442, as Document No. 303729, by J. Allen Prewitt and Mary H. Prewitt husband and wife and their successors.
29. Easement for private road over the East 20 feet of the land reserved in deed dated March 4, 1910, recorded in Book

ALTA Commitment (6/17/06)



Schedule B (Continued)

293, at Page 413, as Document No. 71496.

30. Right of way for road purposes to Jackson County, Missouri, by deed dated September 29, 1931 and recorded in Book 571, at Page 277, as Document No. 303821 for old Raytown Road (or Raytown South Road).
31. That part of the land within relocated Raytown Road and Raytown South Road as established by the deed from Kenneth A. Lang and Ivy E. Lang, husband and wife, to State of Missouri filed June 6, 1969, as Document No. I-40407, in Book I-117, at Page 762.

**THE FOLLOWING 2 EXCEPTIONS AFFECT TRACT 3:**

32. Rights of way, easements, appurtenances and lack of abutter's rights of direct access, all as taken, condemned and appearing in the Report of Commissioners filed May 24, 1971, as Document No. I-86010 in Book I-258 at Page 1207.
33. Location, boundaries and improvements as shown and noted on the certificate of survey filed May 10, 2010 as Document No. 2010E0044274.

**THE FOLLOWING EXCEPTIONS AFFECT ALL TRACTS:**

34. Tenancy rights, either as month to month or by virtue of written leases, of persons now in possession of any part of the Land.
35. The application for our title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be run for possible judgments. If a corporation or partnership is to acquire title, certain additional requirements may be necessary.
36. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the Policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this Commitment, the amount of the requested Policy will be assumed to be \$2500.00, and the total liability of the Company on account of this Commitment shall not exceed that amount, until such time as the actual amount of the Policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable charges for same shall have been paid.
37. The Company requires full payment of premiums as a condition to the issuance of the policies pursuant to this Commitment. If you request a split of this premium, please contact the title office immediately. Policy will not be issued unless full payment of premium is received.
38. Certain counties in Missouri require that deeds transferring real estate be accompanied by the Real Property Certificate of Value. Presently those counties include Jackson, St. Louis, City of St. Louis and St. Charles. This form must be executed by the buyer/grantee in these transactions. Certain exemptions do apply. The official form can be obtained from the Recorder of Deeds or from our Company.
39. Our Company e-records in all counties where this service is offered. An additional electronic recording service fee of \$4.50 per document will be assessed by the county at the time of recording.
40. Request for Special Coverage must be received by the Company for approval at least 15 business days prior to

ALTA Commitment (6/17/06)





Schedule B (Continued)

closing.

41. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please contact your closer. If your transaction does not involve a closer, please contact the title production office, Chicago Title Insurance Company at (816)833-4117.

Escrow Closer: Roger Dains at 816-421-5040

42. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.



## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

### **How Information is Collected**

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

### **Additional Ways Information is Collected Through the Website**

**Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

**Cookies.** From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the

Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

**Web Beacons.** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

**Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

**Third Party Opt Out.** Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org>.
- You can opt-out via the Consumer Choice Page at <http://www.aboutads.info>.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at <http://www.youronlinechoices.com>.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

### **Use of Personal Information**

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

### When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any

actions of any third parties that receive any of the information that is disclosed to us.

### Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

### Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

### European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

### Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

#### **Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto:privacy@fnf.com) with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### **No Representations or Warranties**

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any

products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

#### **Your Consent To This Privacy Notice**

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354  
[privacy@fnf.com](mailto:privacy@fnf.com)

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EFFECTIVE AS OF: JANUARY 6, 2015



# KAW VALLEY ENGINEERING, INC.

Office: 785.762.5040  
Fax: 785.762.7744  
Web: www.kveng.com  
Address: 2319 N. Jackson  
P.O. Box 1304  
Junction City, KS 66441

October 2, 2015  
F13D0017

Mr. Joe Jacobs  
Kansas City Power and Light  
1200 Main Street, 20<sup>th</sup> Floor  
Kansas City, MO 64105

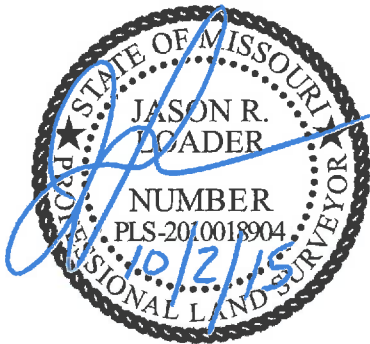
**RE: Kansas City Power and Light Southeast Campus (SD1415B)**

Dear Mr. Jacobs:

The following 2 items shown on the updated ownership certificate do not affect and are not within property as described in the above referenced plat:

1. Schedule B item 29
2. Schedule B item 30

Respectfully Submitted,



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Jason R. Loader, P.S. 2010018904