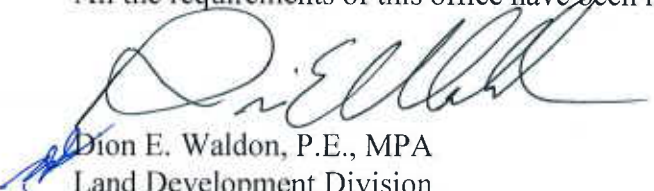




City Planning and Development Department –  
Development Services

DATE: September 23, 2015  
TO: Marilyn Sanders, City Clerk  
FROM: Dion E. Waldon, MPA, P.E., Manager, Land Development Division (LDD)  
City Planning and Development  
SUBJECT: Hospital Hill North, Block 2 (SD1488)

All the requirements of this office have been met.

  
Dion E. Waldon, P.E., MPA  
Land Development Division  
Division Manager

DEW:prp

RECEIVED BY  
THE CITY CLERK

SEP 23 2015



# PLAT REVIEW GROUP

## TAX CLEARANCE MEMO

Date: 9-22-15

To: Tammy Queen, City Treasurer

From: PAM POWELL

Subject: HOSPITAL HILL NORTH, BLOCK 2

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

See attached K-PIN

Plat Reviewer: Pamela Powell

Proposed Plat **HOSPITAL HILL NORTH, BLOCK 2** Parent Parcels

KIVA PIN

260748

260749

124719



## Property Account Summary

Parcel Number	29-510-32-02-02-0-00-000	Property Address	2101 CHARLOTTE ST , KANSAS CITY, MO 64108
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### General Information

Property Description	BOUTON'S ADD---TH PT IMPROVEMENTS ONLY OF W 1/2 OF BLK 6 SET ASIDE IN BLDG LEASE DAF: BEG NW COR BLK 6 TH S 00 DEG 00 MIN 42 SEC E ALG W LI SD BLK 6, 55.39' TH S 90 DEG E 7.50' TO TRUE POB. TH S 297.27' TH S 18 DEG 05 MIN 19 SEC E 1.73' TH S 89 DEG 28 MIN 50 SEC E 125.96' TH N 00 DEG 55 MIN 50 SEC E 30.41' TH S 89 DEG 36 MIN 05 SEC E 31.79' TH N 269.87' TH W 158.36' TO TRUE POB
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	001

### Property Characteristics

Property Class	2010
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### Parties

Role	Percent	Name	Address
Taxpayer	100	TRUMAN MEDICAL CENTER INC	2301 HOLMES, KANSAS CITY, MO 64108 UNITED STATES
Owner	100	TRUMAN MEDICAL CENTER INC	2301 HOLMES, KANSAS CITY, MO 64108 UNITED STATES

### Property Values

Value Type	Tax Year 2015	Tax Year 2014	Tax Year 2013	Tax Year 2012	Tax Year 2011
Market Value Total	591,000	591,000			
Taxable Value Total	189,120	189,120			
Assessed Value Total	189,120	189,120			

### Events

Effective Date	Entry Date-Time	Type	Remarks
08/14/2014	08/14/2014 08:03	Created by Seg/Merge	Created by Seg/Merge 020712, Effective: 08/14/2014 by shelpau

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	142.410000
CITY - KANSAS CITY	3,025.350000
JACKSON COUNTY	972.270000
KANSAS CITY LIBRARY	945.600000
KANSAS CITY SCHOOL #33	9,361.440000
MENTAL HEALTH	231.290000
METRO JUNIOR COLLEGE	448.970000
STATE BLIND PENSION	56.740000
REPLACEMENT TAX	2,717.650000

### Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
05/05/2015 12:00	9120495	20,493.89	20,493.89	20,493.89	0.00

**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

**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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## Property Account Summary

Parcel Number	29-510-32-02-01-0-00-000	Property Address	2101 CHARLOTTE ST , KANSAS CITY, MO 64108
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### General Information

Property Description	BOUTON'S ADD---W 1/2 OF BLK 6 (EX TH PT OF IMPROVEMENTS SET ASIDE IN BLDG LEASE DAF: BEG NW COR BLK 6 TH S 00 DEG 00 MIN 42 SEC E ALG W LI SD BLK 6, 55.39' TH S 90 DEG E 7.50' TO TRUE POB. TH S 297.27' TH S 18 DEG 05 MIN 19 SEC E 1.73' TH S 89 DEG 28 MIN 50 SEC E 125.96' TH N 00 DEG 55 MIN 50 SEC E 30.41' TH S 89 DEG 36 MIN 05 SEC E 31.79' TH N 269.87' TH W 158.36' TO TRUE POB)
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	001

### Property Characteristics

Property Class	2000
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### Parties

Role	Percent	Name	Address
Taxpayer	100	LAND CLEARANCE REDEV AUTH KC	1100 WALNUT STE 1700, KANSAS CITY, MO 64106
Owner	100	LAND CLEARANCE REDEV AUTH KC	1100 WALNUT STE 1700, KANSAS CITY, MO 64106

### Property Values

Value Type	Tax Year 2015	Tax Year 2014	Tax Year 2013	Tax Year 2012	Tax Year 2011
Market Value Total	19,000	19,000			
Taxable Value Total	0	6,080			
Assessed Value Total	6,080	6,080			

### Active Exemptions

E13 LCRA	
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### Events

Effective Date	Entry Date-Time	Type	Remarks
08/14/2014	08/14/2014 08:03	Created by Seg/Merge	Created by Seg/Merge 020712, Effective: 08/14/2014 by shelpau

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
JACKSON COUNTY	0.000000
KANSAS CITY LIBRARY	0.000000
KANSAS CITY SCHOOL #33	0.000000
MENTAL HEALTH	0.000000
METRO JUNIOR COLLEGE	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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**COMMITMENT FOR TITLE INSURANCE**

ISSUED BY

***First American Title Insurance Company***

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this commitment have not been met within six months after the Commitment Date our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on the other side of this page 1.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

FIRST AMERICAN TITLE INSURANCE COMPANY has caused this Commitment to be signed by its authorized officers and the Commitment will become valid when countersigned by an authorized signatory as of Effective Date shown in Schedule A.

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

## Conditions

1. **DEFINITIONS**  
(a) "Mortgage" means, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.
2. **LATER DEFECTS**  
The Exceptions in Schedule B Section II may be amended to show any defects, liens or encumbrances that appear for the time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (b) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.
3. **EXISTING DEFECTS**  
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.
4. **LIMITATION OF OUR LIABILITY**  
Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:  

comply with the Requirements shown in Schedule B - Section I

or

eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.
5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**  
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.



***First American Title Insurance Company***  
***National Commercial Services***

648 N. Plankinton Ave. , Suite 410, Milwaukee, WI 53203  
 (414)224-1778 Phone - (414)224-6188 Fax

**COMMITMENT FOR TITLE INSURANCE**

**Schedule A**

1. Effective Date: August 28, 2015, at 8:00 AM
2. Policy or policies to be issued:
 

a. ALTA Owner's Policy (06.17.06)		\$N/A
Proposed Insured:	Premium:	\$N/A
N/A		
b. ALTA Loan Policy (06.17.06)		\$N/A
Proposed Insured:	Premium:	\$N/A
N/A		
3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:
 

Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body corporate and politic, as to Parcel A

Truman Medical Center, Incorporated, a Missouri not-for-profit corporation, as to Parcel B
4. The land referred to in this Commitment is described as follows:

**Legal Description attached hereto as Exhibit A  
 and by this reference incorporated herein.**

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

## COMMITMENT FOR TITLE INSURANCE

### Schedule B - Section I (Requirements)

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
2. Pay us the premiums, fees and charges for the Policy.
3. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. If there has been construction, improvements or repairs to or on the property in the last 12 months, or a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing. If the property is 1-4 family residential, a Mechanic's Lien Indemnity Agreement secured by a satisfactory Letter of Credit will need to be furnished to the company. If the property is not 1-4 family residential, either the aforesaid secured indemnity or satisfactory financial statements, indemnities, affidavits and possibly lien waivers, will need to be furnished to the company. Failure to notify the company in writing before closing will invalidate any mechanic's lien coverage given in the policy.
6. In order to delete Exceptions 1, 5 and 6 on Schedule B - II, the Company requires a properly completed and executed Owner's Affidavit in a form that is acceptable to the Company.

Note: If there is a transfer of title, a Certificate of Value executed by the Grantee must be filed with the Deed of Instrument transferring title if the property is located in the Counties of Jackson, St. Louis, St. Charles, or the City of St. Louis.

In the event of a cancellation, there will be a minimum charge of \$450.00.

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by First American Title Insurance Company, we require all monies due to be in the form of a Cashier's Check or Wire Transfer. If the parties use a cashier's check in lieu of wired funds, it may take 24-48 hours to verify with the institution issuing the check that we have good funds. **We are unable to close until we receive this verification and THIS MAY DELAY CLOSING.**

The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire" we cannot accept financial responsibility for delays in the clearing of funds.

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

## COMMITMENT FOR TITLE INSURANCE

### Schedule B - Section II (Exceptions)

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

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 hereof 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. Encroachments, overlaps, boundary disputes, shortage in area, or any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
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 assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.  
  
General, state, county and city taxes and assessments for the year 2014 are shown as EXEMPT.  
Parcel No. 29-510-32-02-01-0-00-000 (Parcel A, Tracts 1-9)  
  
General, state, county and city taxes and assessments for the year 2014 are shown as EXEMPT.  
Parcel No. 29-510-32-06-00-0-00-000 (Parcel A, Tracts 10)  
  
General, state, county and city taxes and assessments for the year 2014 in the amount of \$17,901.72 are PAID. Parcel No. 29-510-32-02-02-0-00-000 (Parcel B)
7. Taxes and assessments for the year 2015 and subsequent years.
8. Easements, restrictions and setback lines as per plat, recorded in Plat Book 1, Page 90.
9. An easement to Kansas City Power & Light Company, a Missouri corporation in the document recorded April 28, 1988 as Document No. K-825405 in Book K-1794, Page 1670 of Official Records. (Parcel 1)
10. Terms and Provisions as set forth in Warranty Deed recorded July 31, 2003 as Document No. 2003K0058174 of Official Records.
11. Terms and provisions of Ordinance No. 090022, recorded January 29, 2009, as Document No. 2009E0007871 of Official Records, providing for public use a portion of the land.

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

12. Terms and provisions of Ordinance No. 101019 recorded June 17, 2013, as Document No. 2013E0062129 of Official Records, approving the Hospital Hill North Urban Renewal Plan.
13. Terms, Conditions and Easements contained in the Easement Agreement dated July 25, 2014, recorded July 30, 2014, as Document No. 2014E0062554.
14. Terms, provisions and conditions set forth in the following:

Ground Lease dated March 4, 2014, by and between Truman Medical Center, Incorporated, a Missouri non-profit corporation and Hospital Hill Medical Office Building, LLC, a Delaware limited liability company, evidenced by a Memorandum of Ground Lease dated July 25, 2014, by and between Truman Medical Center, Incorporated, a Missouri non-profit corporation and Hospital Hill Medical Office Building, LLC, a Delaware limited liability company, recorded on July 30, 2014, as Document No. 2014E0062508; and First Amendment to Ground Lease dated July 1, 2014. The interest of Hospital Hill Medical Office Building, LLC, a Delaware limited liability company was assigned to Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri pursuant to an Assignment and Assumption of Lessee's Interest in Ground Lease dated July 25, 2014, recorded on July 30, 2014, as Document No. 2014E0062718 by and corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri and Hospital Hill Medical Office Building, LLC, a Delaware limited liability company.

Master Lease dated July 25, 2014, by and between Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri and Hospital Hill Medical Office Building, LLC, a Delaware limited liability company, evidenced by a Memorandum of Master Lease recorded on August 1, 2014, as Document No. 2014E0063360.

Non-Disturbance, Recognition and Attornment Agreement dated as of July 25, 2014, by Land Clearance for Redevelopment Authority of Kansas City, Missouri, Hospital Hill Medical Office Building, LLC and Truman Medical Center, Incorporated, recorded August 4, 2014 as Document No. 2014E0063992, and the terms and provisions thereof.
15. Terms and Provisions as set forth in Sale/Leaseback and Redevelopment Contract dated as of July 25, 2014 by and between Land Clearance for Redevelopment Authority of Kansas City, Missouri and Hospital Hill Medical Office Building, LLC, recorded July 30, 2014 as Document No. 2014E0062716.
16. Terms and Provisions as set forth in Sale/Leaseback and Redevelopment Contract dated as of July 25, 2014 by and between Land Clearance for Redevelopment Authority of Kansas City, Missouri and Truman Medical Center, Incorporated, recorded July 30, 2014 as Document No. 2014E0062717.
17. Memorandum of Lease Purchase Agreement dated as of July 25, 2014, by and between Land Clearance for Redevelopment Authority of Kansas City, Missouri and Truman Medical Center, Incorporated, recorded August 1, 2014 as Document No. 2014E0063361 of Official Records.

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

18. Leasehold Deed of Trust/Deed of Trust and Security Agreement to secure an original indebtedness of \$20,287,400.00 recorded August 4, 2014 as Recording No. 2014E0063993 of Official Records.
- Dated: July 25, 2014
- Trustor: Hospital Hill Medical Office Building, LLC, a Delaware limited liability company and Land Clearance for Redevelopment Authority of Kansas City Missouri, a public body corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri
- Trustee: L&GST Corporation, a Missouri corporation
- Beneficiary: Regions Bank

Ground Lessor's Estoppel, Consent and Non-Disturbance Agreement dated July 25, 2014, by and among Truman Medical Center, Incorporated, Land Clearance for Redevelopment Authority of Kansas City, Missouri, Hospital Hill Medical Office Building, LLC and Regions Bank, recorded August 4, 2014, as Document No. 2014E0064041.

Subordination and Intercreditor Agreement dated July 25, 2014 by and between Regions Bank and INDURE Build-to-Core Fund, LLC, recorded August 4, 2014, as Document No. 2014E0064042.

Subordination, Non-Disturbance and Attornment Agreement dated July 25, 2014 by and among Sabates Eye Centers, P.C., Land Clearance for Redevelopment Authority of Kansas City, Missouri, Hospital Hill Medical Office Building, LLC and Regions Bank, recorded August 4, 2014 as Document No. 2014E0064043, and the terms and provisions thereof.

Subordination, Non-Disturbance and Attornment Agreement dated July 25, 2014 by and among University Physician Associates, Land Clearance for Redevelopment Authority of Kansas City, Missouri, Hospital Hill Medical Office Building, LLC and Regions Bank, recorded August 4, 2014 as Document No. 2014E0064044, and the terms and provisions thereof.

Subordination, Non-Disturbance and Attornment Agreement dated July 25, 2014 by and among Truman Medical Center, Incorporated, Land Clearance for Redevelopment Authority of Kansas City, Missouri, Hospital Hill Medical Office Building, LLC and Regions Bank, recorded August 4, 2014 as Document No. 2014E0064045, and the terms and provisions thereof.

A document entitled "Assignment of Rents and Leases" from Hospital Hill Medical Office Building, LLC, a Delaware limited liability company and Land Clearance for Redevelopment Authority of Kansas City Missouri, a public body corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri, as Assignor to Regions Bank, as Assignee, dated July 25, 2014, recorded August 4, 2014 as Document No. 2014E0063994.

19. UCC Financing Statement recorded August 4, 2014 as Document No. 2014E0063995 of Official Records.
- Debtor: Land Clearance for Redevelopment Authority of Kansas City, Missouri and Hospital Hill Medical Office Building, LLC
- Secured party: Regions Bank

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

20. The following matters disclosed by the ALTA/ACSM Land Title Survey by Anderson Survey Company dated June 18, 2014, last revised July 21, 2014:
- a) Fence encroaches onto 21st Street and Campbell Street.
  - b) Wall encroaches onto 21st Street.
  - c) Wall encroaches onto 22nd Street.
  - d) underground gas line crosses the property without the apparent benefit of an easement.
  - e) overhead power line crosses the property without the apparent benefit of an easement.
  - f) underground water line crosses the property without the apparent benefit of an easement.
21. Terms and provisions of an unrecorded lease dated April 25, 2014, by and between Sabates Eye Centers, P.C., a professional corporation as lessor and Hospital Hill Medical Office Building LLC, a Delaware limited liability company as lessee, as disclosed by a Subordination, Non-Disturbance and Attornment Agreement recorded August 4, 2014 as Document No. 2014E0064043 of Official Records.
22. Terms and provisions of an unrecorded lease dated April 24, 2014, by and between Truman Medical Center, Incorporated, a Missouri non-profit corporation as lessor and Hospital Hill Medical Office Building LLC, a Delaware limited liability company as lessee, as disclosed by a Subordination, Non-Disturbance and Attornment Agreement recorded August 4, 2014 as Document No. 2014E0064044 of Official Records.
23. Terms and provisions of an unrecorded lease dated May 9, 2014, by and between University Physician Associates, a Missouri non-profit corporation as lessor and Hospital Hill Medical Office Building LLC, a Delaware limited liability company as lessee, as disclosed by a Subordination, Non-Disturbance and Attornment Agreement recorded August 4, 2014 as Document No. 2014E0064045 of Official Records.
24. An easement to Kansas City Power & Light Company in the document recorded April 7, 2015 as Document No. 2015E0028511 of Official Records.
25. An Easement for BMPS to Kansas City, Missouri in the document recorded August 18, 2015 as Document No. 2015E0074352 of Official Records.
26. Any suits, judgments and/or liens, if any, filed against Truman Medical Center, Incorporated, that would be disclosed by a search of the public records, including, but not limited to, the public records located in the Circuit Court of Jackson County, Missouri; the Recorder of Deeds Office for Jackson County, Missouri; the United States District Court for the Western District of Missouri; or the United States Bankruptcy Court for the Western District of Missouri.

NOTE: The above exception may be deleted if we are advised to conduct and complete a search of the name of the vested title holder in said public records. An additional cost must be agreed upon for this additional search and we reserve the right to make any additional requirements and/or exceptions after we complete said public records search. The Company may consider removing this exception upon presentation of proper documentation and an Indemnity executed by the owner, which in its sole discretion the Company would deem satisfactory for the undertaking of such risk.

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.



27. Any suits, judgments and/or liens, if any, filed against Land Clearance for Redevelopment Authority of Kansas City, Missouri, that would be disclosed by a search of the public records, including, but not limited to, the public records located in the Circuit Court of Jackson County, Missouri; the Recorder of Deeds Office for Jackson County, Missouri; the United States District Court for the Western District of Missouri; or the United States Bankruptcy Court for the Western District of Missouri.

NOTE: The above exception may be deleted if we are advised to conduct and complete a search of the name of the vested title holder in said public records. An additional cost must be agreed upon for this additional search and we reserve the right to make any additional requirements and/or exceptions after we complete said public records search. The Company may consider removing this exception upon presentation of proper documentation and an Indemnity executed by the owner, which in its sole discretion the Company would deem satisfactory for the undertaking of such risk.

28. Tenancy rights, either as month to month, or by virtue of written leases of persons in possession of any part of the subject property.

NOTE: If any requirements shown on Schedule B-Section I of this Commitment are not complied with, then the requirement or the matters constituting the requirement will be shown as an exception or exceptions on the Policy or Policies provided the Company elects to issue such Policy or Policies.

**EXHIBIT A**

PARCEL A:

TRACT 1:

THE NORTH 118 3/4 FEET OF THE SOUTHWEST QUARTER OF BLOCK 6, BOUTON'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI.

TRACT 2:

THE NORTH 39 1/2 FEET OF THE SOUTH 229 1/2 FEET OF THE WEST 1/2 OF BLOCK 6, BOUTON'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI.

TRACT 3:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF BLOCK 6, BOUTON'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI; THENCE NORTH ALONG THE NORTH AND SOUTH CENTER LINE OF SAID BLOCK, 71 1/4 FEET; THENCE WEST ON A LINE PARALLEL TO THE SOUTH LINE OF SAID BLOCK, 7 1/2 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED BY DOCUMENT NO. 563531; THENCE SOUTH ALONG THE EAST LINE OF SAID LAST MENTIONED TRACT, 71 1/4 FEET, MORE OR LESS TO THE SOUTH LINE OF SAID BLOCK 6; THENCE EAST ALONG SAID SOUTH LINE 7 1/2 FEET, MORE OR LESS TO THE PLACE OF BEGINNING.

TRACT 4:

BEGINNING AT THE NORTHEAST CORNER OF CHARLOTTE AND 22ND STREETS IN KANSAS CITY, ALSO BEING THE SOUTHWEST CORNER OF BLOCK 6, BOUTON'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI; THENCE NORTH ALONG THE WEST LINE OF CHARLOTTE STREET, 71 1/4 FEET; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF 22ND STREET AFORESAID, 160 FEET; THENCE SOUTH ON A LINE PARALLEL TO WEST LINE OF CHARLOTTE STREET, 71 1/4 FEET TO THE NORTH LINE OF SAID 22ND STREET; THENCE WEST ALONG THE NORTH LINE OF 22ND STREET, 160 FEET TO THE PLACE OF BEGINNING.

TRACT 5:

THE SOUTH 55 1/2 FEET OF THE NORTH 150 1/2 FEET OF THE WEST 1/2 OF BLOCK 6, BOUTON'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI.

TRACT 6:

BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 1/2 OF BLOCK 6, BOUTON'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, WHICH POINT IS 229 1/2 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK, RUNNING THENCE NORTH 55 1/2 FEET; THENCE EAST 12 1/2 FEET; THENCE SOUTH 55 1/2 FEET; THENCE 12 1/2 FEET WEST TO THE PLACE OF BEGINNING.

TRACT 7:

THE NORTH 95 FEET OF THE EAST 21 FEET OF THE WEST 167 1/2 FEET OF BLOCK 6, BOUTON'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI.

TRACT 8:

THE NORTH 95 FEET OF THE WEST 125 1/2 FEET OF BLOCK 6, BOUTON'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI.

## TRACT 9:

THE NORTH 95 FEET OF THE EAST 21 FEET OF THE WEST 146 1/2 FEET OF BLOCK 6, BOUTON'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI.

## TRACT 10:

ALL THAT PART OF THE EAST HALF OF BLOCK 6, BOUTON'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 6, BEING ALSO THE INTERSECTION OF THE WEST LINE OF CAMPBELL STREET WITH THE NORTH LINE OF 22ND STREET, AS SAID STREETS ARE NOW ESTABLISHED; THENCE WEST ALONG SAID NORTH LINE OF 22ND STREET, 170.025 FEET (167.50 FEET, PLATTED) TO THIS INTERSECTION WITH THE WEST LINE OF SAID EAST HALF OF BLOCK 6; THENCE NORTH ALONG SAID WEST LINE, 229.40 FEET (225 FEET, MORE OR LESS, PREVIOUSLY DEEDED) TO THE SOUTH LINE OF AN OFFSET OF A BRICK SCHOOL BUILDING, THENCE EAST ALONG SAID SOUTH LINE 10.05 FEET, MORE OR LESS, TO A BUILDING CORNER; THENCE NORTH ALONG THE EAST LINE OF SAID BRICK BUILDING 55.40 FEET (60 FEET, MORE OR LESS, PREVIOUSLY DEEDED) TO A POINT ON THE SOUTH LINE OF THE NORTH 95 FEET OF SAID BLOCK 6; THENCE WEST, PARALLEL WITH THE NORTH LINE OF SAID BLOCK 6, BEING ALSO THE SOUTH LINE OF 21ST STREET, AS NOW ESTABLISHED, A DISTANCE OF 10.30 FEET, MORE OR LESS TO A POINT ON SAID WEST LINE OF THE EAST HALF OF BLOCK 6; THENCE NORTH ALONG SAID WEST LINE, 95 FEET TO A POINT ON SAID SOUTH LINE OF 21ST STREET; THENCE EAST ALONG SAID SOUTH LINE OF 21ST STREET, 169.98 FEET (167.50 FEET, PLATTED) TO ITS INTERSECTION WITH SAID WEST LINE OF CAMPBELL STREET, BEING ALSO THE NORTHEAST CORNER OF SAID BLOCK 6; THENCE SOUTH ALONG SAID WEST LINE OF CAMPBELL STREET, 379.88 FEET (380 FEET, PLATTED) TO THE POINT OF BEGINNING, SUBJECT TO ANY PART THEREOF IN ROAD RIGHT OF WAYS.

## EXCLUDING FROM TRACTS 1-10, THE FOLLOWING:

A TRACT OF LAND FOR LEASE BEING A PART OF BLOCK 6, BOUTON'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 6, THENCE SOUTH 0°-00'-42" EAST ALONG THE WEST LINE OF SAID BLOCK 6, A DISTANCE OF 55.39 FEET; THENCE SOUTH 90°-00'-00" EAST, A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING OF THE LEASE TRACT TO BE DESCRIBED; THENCE SOUTH 0°-00'-42" EAST ALONG A LINE THAT IS 7.50 FEET EAST OF AND PARALLEL TO SAID WEST LINE, A DISTANCE OF 297.27 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF 22ND STREET AS ESTABLISHED BY A DOCUMENT RECORDED AS 2003K0058174; THENCE SOUTH 18°-05'-19" EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY, A DISTANCE OF 1.73 FEET TO A POINT ON A LINE 6.00 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT OF WAY LINE OF 22ND STREET; THENCE SOUTH 89°-28'-50" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 125.69 FEET; THENCE NORTH 0°-55'-50" EAST ALONG A LINE THAT IS 7.55 FEET WEST OF AND PARALLEL TO THE WEST FACE OF A 12" STONE WALL, A DISTANCE OF 30.41 FEET; THENCE SOUTH 89°-36'-05" EAST ALONG A LINE THAT IS 7.50 FEET NORTH OF AND PARALLEL TO THE NORTH FACE OF A 12" STONE WALL, A DISTANCE OF 31.79 FEET; THENCE NORTH 0°-02'-40" WEST, A DISTANCE OF 269.87 FEET TO A POINT THAT IS 3.00 FEET WEST OF THE WEST FACE OF A 16" STONE WALL; THENCE SOUTH 90°-00'-00" WEST ALONG THE SOUTH LINE OF A SIDEWALK TO BE CONSTRUCTED, A DISTANCE OF 158.36 FEET TO THE POINT OF BEGINNING.

## PARCEL B

A TRACT OF LAND FOR LEASE BEING A PART OF BLOCK 6, BOUTON'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 6, THENCE SOUTH 0°-00'-42" EAST ALONG THE WEST LINE OF SAID BLOCK 6, A DISTANCE OF 55.39 FEET; THENCE SOUTH 90°-00'-00" EAST, A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING OF THE LEASE TRACT TO BE DESCRIBED; THENCE SOUTH 0°-00'-42" EAST ALONG A LINE THAT IS 7.50 FEET EAST OF AND PARALLEL TO SAID WEST LINE, A DISTANCE OF 297.27 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF 22ND STREET AS ESTABLISHED BY A DOCUMENT RECORDED AS 2003K0058174; THENCE SOUTH 18°-05'-19" EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY, A DISTANCE OF 1.73 FEET TO A POINT ON A LINE 6.00 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT OF WAY LINE OF 22ND STREET; THENCE SOUTH 89°-28'-50" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 125.69 FEET; THENCE NORTH 0°-55'-50" EAST ALONG A LINE THAT IS 7.55 FEET WEST OF AND PARALLEL TO THE WEST FACE OF A 12" STONE WALL, A DISTANCE OF 30.41 FEET; THENCE SOUTH 89°-36'-05" EAST ALONG A LINE THAT IS 7.50 FEET NORTH OF AND PARALLEL TO THE NORTH FACE OF A 12" STONE WALL, A DISTANCE OF 31.79 FEET; THENCE NORTH 0°-02'-40" WEST, A DISTANCE OF 269.87 FEET TO A POINT THAT IS 3.00 FEET WEST OF THE WEST FACE OF A 16" STONE WALL; THENCE SOUTH 90°-00'-00" WEST ALONG THE SOUTH LINE OF A SIDEWALK TO BE CONSTRUCTED, A DISTANCE OF 158.36 FEET TO THE POINT OF BEGINNING.

## **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

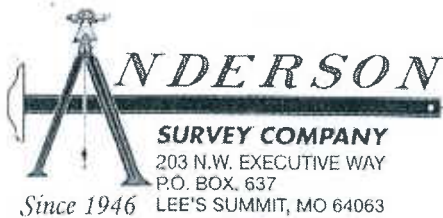
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



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ROBERT J. ANDERSON  
JENIFER K. ANDERSON

September 4, 2015

City Planning & Development Department  
Land Development Division  
Plats Review Services  
414 Ease 12<sup>th</sup> Street  
City Hall, 5<sup>th</sup> Floor, Room 502  
Kansas City, Missouri 64106

RE: Hospital Hill North, Block 2 (SD1488) – drawing

Dear Ms. Pam Powell or Whom it May Concern:

The legal descriptions referenced in the Commitment for Title Insurance issued by First American Title Insurance Company, file number NCS-635582-A-MKE, dated August 28, 2015 completely and accurately describes all of the property being platted as "Hospital Hill North, Block 2". Exceptions 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 of Schedule B – Section II of said Commitment do not appear to have any plottable easements that would be affected by the dedication of additional right of way on the north side of East 22nd Street between Charlotte and Campbell Streets or the dedication of additional right of way on the east side of Charlotte Street between East 21st & East 22nd Streets as shown on said plat. Exceptions 1, 2, 3, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27 and 28 of Schedule B – Section II of said Commitment do not appear to have any plottable easements that affect the property in said plat. The easement referenced in Exception 9 of Schedule B – Section II of said Commitment does appear to be affected by the dedication of additional right of way on the north side of East 22nd Street between Charlotte and Campbell Streets, but does not appear to be affected by the dedication of additional right of way on the east side of Charlotte Street between East 21st & East 22nd Streets as shown on said plat. Exceptions 9, 10, 11, 24 and 25 do have easements that affect the property being platted, as shown on said plat.

The legal description referenced in the Commitment for Title Insurance issued by First American Title Insurance Company, file number NCS-723025-MKE, dated July 9, 2015 completely and accurately describes Lot 1 of the property being platted as "Hospital Hill North, Block 2". Exceptions 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 23 of Schedule B – Section II of said commitment for title insurance do not appear to have any plottable easements that would be affected by the dedication of additional right of way on the east side of Charlotte Street between East 21st and East 22nd Streets as shown on said plat nor do said exceptions appear to have any plottable easements that would be affected by the dedication of additional right of way on the north side of East 22nd Street between Charlotte and Campbell Streets as shown on said plat nor do said exceptions appear to have any plottable easements that affect the property in said plat. The easement referenced in exception 8



*The quiet of our estates, in a great measure, depends upon  
the faithfulness, understanding, and care of our surveyors.  
Virginia Statutes, 1705*



of Schedule B – Section II of said commitment for title insurance does appear to be affected by the dedication of additional right of way on the north side of East 22nd Street between Charlotte and Campbell Streets as shown on said plat. Said easement does not appear to be affected by the dedication of additional right of way on the east side of Charlotte Street between East 21st and East 22nd Streets. Said easement does appear to affect the property in said plat. The easement referenced in exception 23 of Schedule B – Section II of said commitment for title insurance does appear to affect the property in said plat. Said easement does not appear to be affected by the dedication of additional right of way on the east side of Charlotte Street between East 21st and East 22nd Streets nor does said easement appear to be affected by the dedication of additional right of way on the north side of East 22nd Street between Charlotte and Campbell Streets as shown on said plat.

The additional right of way to be dedicated on the south side of East 22nd Street between Charlotte and Campbell Streets as shown on the plat of "Hospital Hill North, Block 2" lies within the property described in the Commitments for Title Insurance issued by Assured Quality Title Company, Commitment No. MJ105483 and MJ105484, dated July 22, 2015. Exceptions 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 of Schedule B 2 of said Commitment No. MJ105483 do not appear to have any plottable easements that would be affected by the dedication of additional right of way on the south side of East 22nd Street between Charlotte and Campbell Streets as shown on said plat. The easements referenced in Exceptions 9 and 10 of Schedule B 2 of said Commitment No. MJ105483 do appear to be affected by the dedication of additional right of way on the south side of East 22nd Street between Charlotte and Campbell Streets as shown on said plat. Exceptions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14 of Schedule B 2 of said Commitment No. MJ105484 do not appear to have any plottable easements that would be affected by the dedication of additional right of way on the south side of East 22nd Street between Charlotte and Campbell Streets as shown on said plat.

The additional right of way to be dedicated on the west side of Charlotte Street between East 21st and East 22nd Streets as shown on the plat of "Hospital Hill North, Block 2" lies within the property described in the Commitment for Title Insurance issued by Assured Quality Title Company, Commitment No. MJ105488, dated July 27, 2015. Exceptions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of Schedule B 2 of said Commitment do not appear to have any plottable easements that would be affected by the dedication of additional right of way on the west side of Charlotte Street between East 21st and East 22nd Streets as shown on said plat.



Robert J. Anderson  
Anderson Survey Company

