

AUCTION

PROPERTY INFORMATION



Find Your Freedom[®]

***26 +/- acres Commercial Development Land
Wyandotte County, Kansas City, KS***

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WELCOME AUCTION BIDDERS...!

On behalf of United Country | Heritage Brokers & Auctioneers, and the Sellers, we would like to welcome you to the auction event. Our number one goal is to provide as much clarity and information needed for you to make a well-informed purchase.

The real estate auction process should not be complicated. We believe in creating an open and transparent environment for our clients and customers by providing full disclosure, pertinent information and walking through the process to make the auction event an exciting opportunity that it was designed to be. Remember, we are here to provide a service so please let us know if you have any questions about the property being offered or questions about the auction process.

Real Estate Auctions have become increasingly popular over recent years, as property owners and buyers are realizing the advantages to an expedited sales process. Professional real estate auction services allow sellers to present their property to the marketplace and an opportunity for well informed and qualified buyers to present their offers.

Over the past 100 years, United Country has become recognized as the leader in real estate auction marketing. As the largest fully integrated real estate and auction organization in the United States, we consistently deliver industry leading auction marketing, technology, training and results to our clients. For more information about United Country | Heritage Brokers & Auctioneers, feel free to visit our websites: www.BidHeritage.com (for Auctions) and www.BuyHeritage.com (for Traditional Real Estate Sales).

Thanks again for your attendance,

A handwritten signature in black ink, appearing to read "Shawn Terrel".

R. Shawn Terrel, CAI, AARE
Owner / Broker / Auctioneer

UNITED COUNTRY®
in Kansas City since 1925

(877) 318-0438 Office * (816) 420-6219 Fax * 2820 NW Barry Rd., Kansas City, MO 64154
www.BidHeritage.com & www.BuyHeritage.com



Boundary

Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee

Richard Shawn Terrel

Supervising/branch broker

Heritage Brokers & Auctioneers

Real estate company name approved by the commission

Buyer/Seller Acknowledgement (not required)

Online Auction Bidders Agreement

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING.

I _____ (Buyer) agree to immediately enter into the provided Real Estate Auction Purchase Contract approved by the Seller, when I am declared the high bidder (winning bidder) upon completion of the following auction:

- **2 (combined) vacant land tracts consisting of commercial & residential development land, and a dry detention basin, commonly known as: 7701 Tauromee Ave, Kansas City, KS, 66112, and 505 N 78th St, Kansas City, KS, 66112.**

Legally described as:

(25.72+/- acres) Commencing at the Northwest corner of the Southwest Quarter of Section 9, Township 11, Range 24, in Wyandotte County, Kansas; thence East 60 poles; thence South 40 poles; thence East 20 poles; thence South 40 poles; thence West 80 poles; thence North 80 poles to the point of beginning, less those parts in Southeast and Southwest corners taken for turnpike in Case No. 93021-A in the District Court of Wyandotte County, Kansas, and less that part on the West and North taken or used for road purposes.

(0.74+/- acres) Beginning at the northeast corner of the northwest quarter of the southwest quarter of Section 9, Township 11, Range 24, Wyandotte County, Kansas, thence west 20 poles, thence south 40 poles, thence east 20 poles, thence north 40 poles to the point of beginning, except that part on the north taken or used for public road purposes.

(Full Legal Description to be provided by Title Company)

Online Bidding Date/Time:

- Online Bidding Opens on Saturday, April 26th, 2025 at 6:00 pm (CT)
- Online Bidding begins to Close on Saturday, May 24th, 2025 at 6:00 pm (CT)

By signing below, I agree that I have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions for this auction.

I understand and agree that an Online Auction Bidders Agreement MUST be signed and returned to United Country| Heritage Brokers & Auctioneers, prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact the auction company at (877) 318-0438 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Absolute Auction:** This property will be sold to the highest bidder.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction by completing and signing the (Online Auction Bidders Agreement), which will be sent by email via DocuSign. Upon completing this registration form and receiving approval, bidding privileges will be turned on. If you need assistance with registration, you may contact **Lucinda Terrel at (816) 420-6257 or by email at lucinda@buyheritage.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.

- 3) **Bidding Opens/Closes:** The Online Only Auction (i.e. Internet Auction) bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below.
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders and can be conducted at any time.
- 5) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 6) **Cash Offer/No Financing Contingency:** By participating in this auction, bidder hereby agrees that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. All purchases are in U.S Funds only.
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the provided Real Estate Auction Purchase Contract in its current form and which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be executed and received by **United Country | Heritage Brokers & Auctioneers** no later than 24 hours from the time said Sales Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered or scanned and emailed. A sample of the Auction Real Estate Sales Contract is made available to all bidders for review prior to placing any bids in the auction.
- 8) **Down Payment:** A Ten Percent (10%) non-refundable down payment based on the total contract purchase price (which includes the buyer's premium) will be wire transferred or hand delivered in the form of certified funds to the Title Company no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or by **Friday, June 20th, 2025**. Closing shall take place at **First American Title Insurance Company, 1100 Main St. Suite 1900, Kansas City, MO 64105**. The title closer is **Stephanie J. Quisenberry**, email is **squisenberry@firstam.com** phone number is **(816) 410-7911**. Out of state buyers will be afforded the opportunity to close via email, mail and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record. Easements are outlined in the title insurance commitment and are available as a public record.
- 11) **Minerals:** The seller's share of minerals (if any) will transfer with the surface at closing.
- 12) **Survey:** The property is legally described, and no survey is being provided by the seller. If the buyer desires a survey, it shall be at the buyer sole expense.
- 13) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.
- 14) **Title Insurance:** Title Insurance in the full amount of the purchase price will be provided by the seller. Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 15) **Taxes:** The Seller shall pay any previous years taxes upon closing. The current year's real estate taxes shall be prorated to the date of closing.
- 16) **Personal Property:** No personal property is being sold or transferred with the real estate.

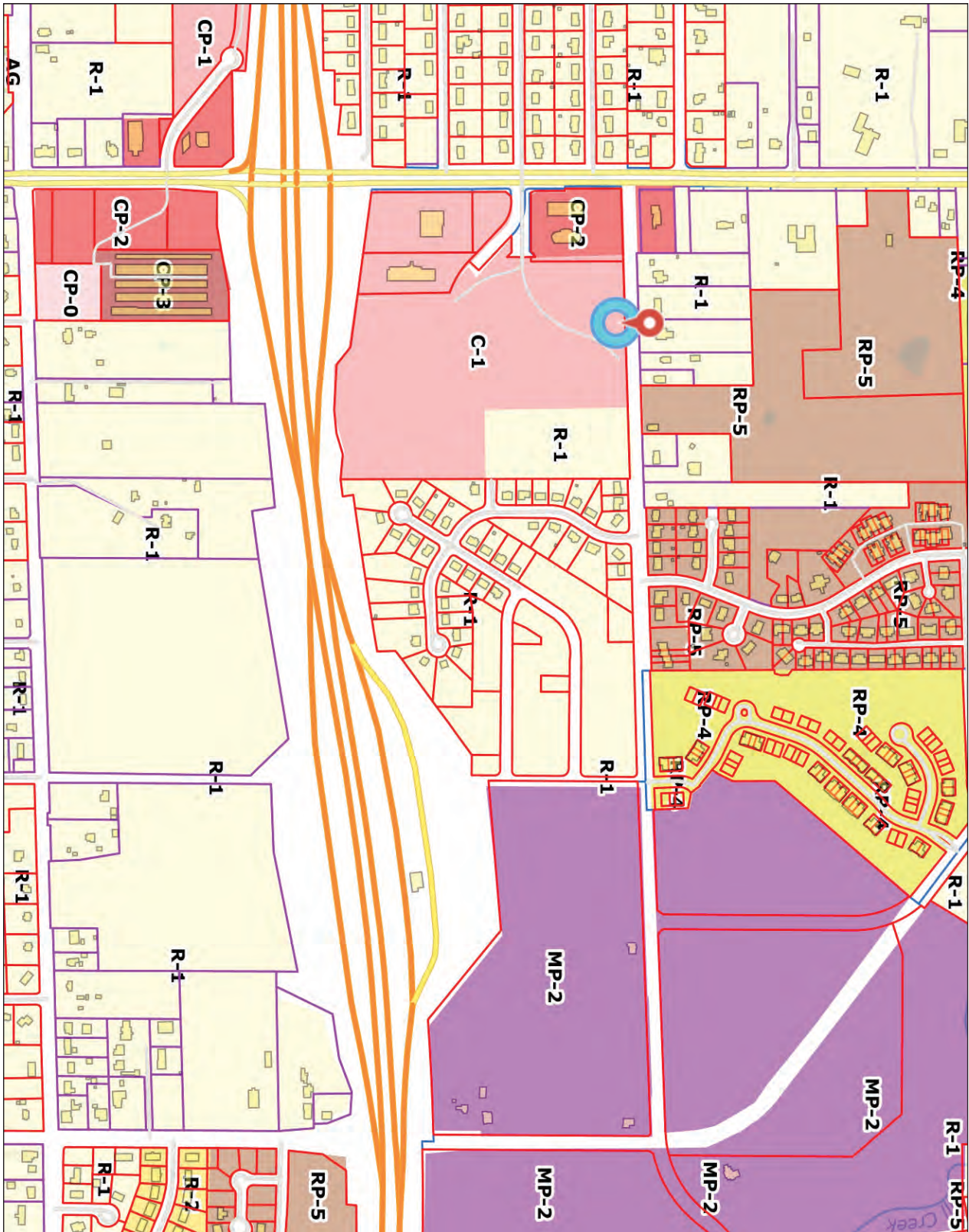
- 17) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against Seller, Auctioneer, or Broker of record if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the “Maximum Bid” feature on the bidding platform and lock in their maximum bid amount, if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any technology failure that should arise, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 18) **Soft Close:** If a bid is received within the last **(3 minutes)** of the auction, the auction close time will automatically extend by adding **(3 minutes)** to the clock on all lots, allowing other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates last second bidding "snipers" and encourages a fair and impartial bidding experience for all participants.
- 19) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

SIGNATURE PAGE TO FOLLOW:

//01 | auromee Avenue Zoning Map Wandotte County, KS



GeoSpatial Services
710 N 7th St, Suite 200 | Kansas City, KS 66101
Ph: 913-573-2941 | gss@wyockok.org
www.wyockok.org/gss



Legend	
	Parks
	Street Labes
	Kansas Regional Counties
	Missouri Regional Counties
	Municipal Boundaries
	Municipal Labels
	Buildings
	Railroads
	MAIN
	SPUR
	YARD
	Roads
	INTERSTATE
	HIGHWAY
	MAJOR ARTERIAL
	MINOR ARTERIAL
	COLLECTOR
	LOCAL

Locator Map	
Notes	
<p>Map Print Date: 4/16/2025 10:37 AM</p> <p>Main body of property is zoned C-1 with the northeast 5 acres zoned R-1</p>	

1382

0

691

1382

Map Scale

1 : 8,289

Feet



DISCLAIMER OF WARRANTY AND ACCURACY: Unified Government of Wyandotte Co./Kansas City, KS (UG) makes no representations or warranties about this map or its content, including, without limitation, accuracy, completeness, or fitness for any purpose. Users of this map document do so at their own risk. UG will not be liable to any such user for any loss or damage whatsoever.

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CHAPTER 27 - PLANNING AND DEVELOPMENT^[1]

Footnotes:

--- (1) ---

Cross reference— Uniform datum and benchmark, § 1-7; buildings and building regulations, Ch. 8; development review committee, § 8-575 et seq.; mining, Ch. 21; oil and gas wells, Ch. 24.

ARTICLE VIII - ZONING^[8]

Footnotes:

--- (8) ---

Cross reference— Location restrictions, § 4-331 et seq.

State Law reference— Municipal zoning, K.S.A. 12-753 et seq.

DIVISION 4 - DISTRICT REGULATIONS

Sec. 27-464 - C-1 limited business district.

- A. *Generally.* The purpose of the C-1 limited business district is to accommodate retail and service establishments that serve, for the most part, a limited, definable trade area and may have close relationships with the residential areas they serve. The size of buildings, the peak hour flow of traffic, the size and prominence of signs and the amount of noise and commotion created are assumed to be moderate to low in scale compared to regional shopping centers and highway-oriented businesses. Clusters or centers on major intersections are preferable to strip patterns. This section applies to the C-1 limited business district.
- B. *Permitted uses.* The sale of products and offering of services in this district are regulated both by performance standards and by enumeration of uses that are permitted. The following list is not all-inclusive, but rather establishes a descriptive and typical range of activities that are appropriate in this district. All uses must be operated in conformance with the performance standards that follow:
 1. Buildings to accommodate the sale of items such as and similar to:
 - a. Antiques, jewelry, glassware, artwork, hobby supplies, gifts, flowers, novelties.
 - b. Auto accessories.
 - c. Books, paper products, office supplies, cameras.
 - d. Sporting goods, music supplies and instruments, bicycles, pets.
 - e. Foods and beverages, including consumption on the premises.
 - f. Department store merchandise.
 - g. Hardware, paint, toys, electronic devices, household appliances and furnishings.
 - h. Clothing, shoes, pharmaceuticals and eyeglasses.

2. Services such as all uses permitted in the C-0 district under the requirements and performance standards of that district, including offices for administrative functions, medicine, dentistry, law, philanthropic organizations, counseling, insurance, real estate, securities, and preschools and day care centers.
3. Additional uses such as:
 - a. Barbershops and beauty shops, churches, commercial parking lots.
 - b. Dry cleaning shops, self-service laundry and pick-up stations.
 - c. Dwellings, single-family under the R-1 requirements and two-family under the R-2 requirements.
 - d. Financial institutions, health studios and centers.
 - e. Locksmiths, shoe repair shops.
 - f. Places of assembly for no more than 50 people to be rented out for a period of a week or less.
 - g. Printing, arts and handicrafts, tailoring and dressmaking.
 - h. Schools of a nonacademic nature, including vocational and trade schools, and training centers.
 - i. Servicing of household appliances and small household equipment normally utilized within the home.
 - j. Small animal hospitals and clinics.
 - k. Theatres and commercial recreation, except those uses listed in less restrictive districts or in section 27-579.

C. *Performance standards.* No use of land or buildings in this district shall be allowed to exceed or violate the following standards:

1. All sales, services and storage shall be conducted within a fully enclosed building. No product may be handled or service rendered which cannot be accommodated within a building at all times, except that accessory storage and sale of landscaping and gardening supplies may occur outside during the spring planting season, and Christmas trees may be left outside during the period of sale if they do not reduce the capacity of a parking lot below that required by ordinance.
2. No use, occupant, equipment or operation shall produce noise that is of higher pitch or volume than that which normally prevails in the surrounding neighborhood. No public address, paging or music system shall be used which can be heard outside the building.
3. Beverages containing alcohol may be consumed on the premises only when food is also served on the premises. The sale of such beverages containing alcohol must total less in annual dollar volume than the sale of food. Private clubs are permitted in this district only by special use permit.
4. No drive-in or drive-through service directly to persons in automobiles is permitted where food and beverages are served.
5. A maximum of three vehicle fuel pumps may be provided where convenience food products are sold in a building having at least 1,000 square feet devoted to such convenience sales.
6. Sale of auto accessories shall be limited to those that do not require and do not normally involve installation in or on the vehicle on the premises. Tire and battery sales, transmission repair, body work and similar products and services are not allowed in this district.
7. Sales of products shall generally be directly to the ultimate consumer. Wholesale sales or the handling in bulk form of the products or merchandise specified herein is not intended.
8. No use is permitted that involves the parking, keeping, storage or continued presence of trucks of over 18,000 pounds GVWR, semitrailer rigs, contractor's equipment or large-scale items or materials. This does not apply to vehicles making normal deliveries or trips to serve the property.

9. Retail businesses with parking areas or other outside customer-oriented areas within 100 feet of any residence shall restrict hours of operation to between 6:00 a.m. and 1:00 a.m. of the following day.

D. *Height and area standards.* All buildings and other uses of land shall conform to the following minimum standards:

For additional standards and information, see [DIVISION 8](#) of this article.

1. Height shall be not more than two stories or 35 feet.
2. Setback from property lines shall be as follows:
 - a. Front yard: Not less than 15 feet.
 - b. Side yard, interior: None, except where a property in this district abuts a zoning district wherein a setback is required, then that same setback shall be provided on that property in this district.
 - c. Side yard, corner: Not less than 15 feet.
 - d. Rear yard: None, except when abutting property is used for or zoned for residential use a rear yard of no less than 15 feet shall be provided.
 - e. For parking and other paved areas: Not less than six feet from any property line.

E. *Parking standards.* Uses in this district require paved off-street parking spaces at a ratio of not less than four spaces per 1,000 square feet of floor area in the building. For additional standards and information, see [DIVISION 9](#) of this article.

F. *Signs.* Signs are permitted in this district but are limited in size, number, location and type of illumination. Two wall signs and one detached sign are permitted each building. For additional standards and information, see [DIVISION 11](#) of this article.

G. *Landscaping and screening.* A reasonable amount of landscaping is required on all projects in this district, with emphasis being placed on screening or otherwise softening the visual impact of parking or unsightly areas. Such features shall be depicted on a properly prepared plan. Trees are required at not less than one per 7,000 square feet of site area. Six-foot high architectural or landscape screening is to be provided along all side and rear property lines common to or across an alley from residentially zoned property. For additional standards and information, see [DIVISION 10](#) of this article.

H. *Planned zoning.* All rezoning cases are reviewed relative to likely impacts of the proposed use on neighboring property and on the community in general. It is recognized that the manner in which a building is designed and located on a site, the visual perception of the project by nearby property owners, and the way that vehicular traffic and surface water are handled are important to the public welfare, yet may vary widely within the framework of these regulations and standards. Many such critical issues can be resolved in the public interest at the time of rezoning by use of the planned zoning process. This process involves submittal and approval of development plans at the time of zoning, a practice that may enhance neighborhood relationships and minimize traffic and other impacts on the public in general. The planned zoning equivalent to this district is CP-1 and the procedures are set out in section [27-212](#).

I. *Building conversion.* No building that was designed and constructed as a residential building shall be converted for commercial use, except that a residential building may be converted for office use under the conditions set out in section [27-463\(i\)](#).

(Code 1988, § 27-1169; Ord. No. 64690, § 1(27-41), 8-30-1984; Ord. No. 64884, § 5, 10-3-1985; Ord. No. 65417, § 12, 4-6-1989)



CHAPTER 27 - PLANNING AND DEVELOPMENT^[1]

Footnotes:

--- (1) ---

Cross reference— Uniform datum and benchmark, § 1-7; buildings and building regulations, Ch. 8; development review committee, § 8-575 et seq.; mining, Ch. 21; oil and gas wells, Ch. 24.

ARTICLE VIII - ZONING^[8]

Footnotes:

--- (8) ---

Cross reference— Location restrictions, § 4-331 et seq.

State Law reference— Municipal zoning, K.S.A. 12-753 et seq.

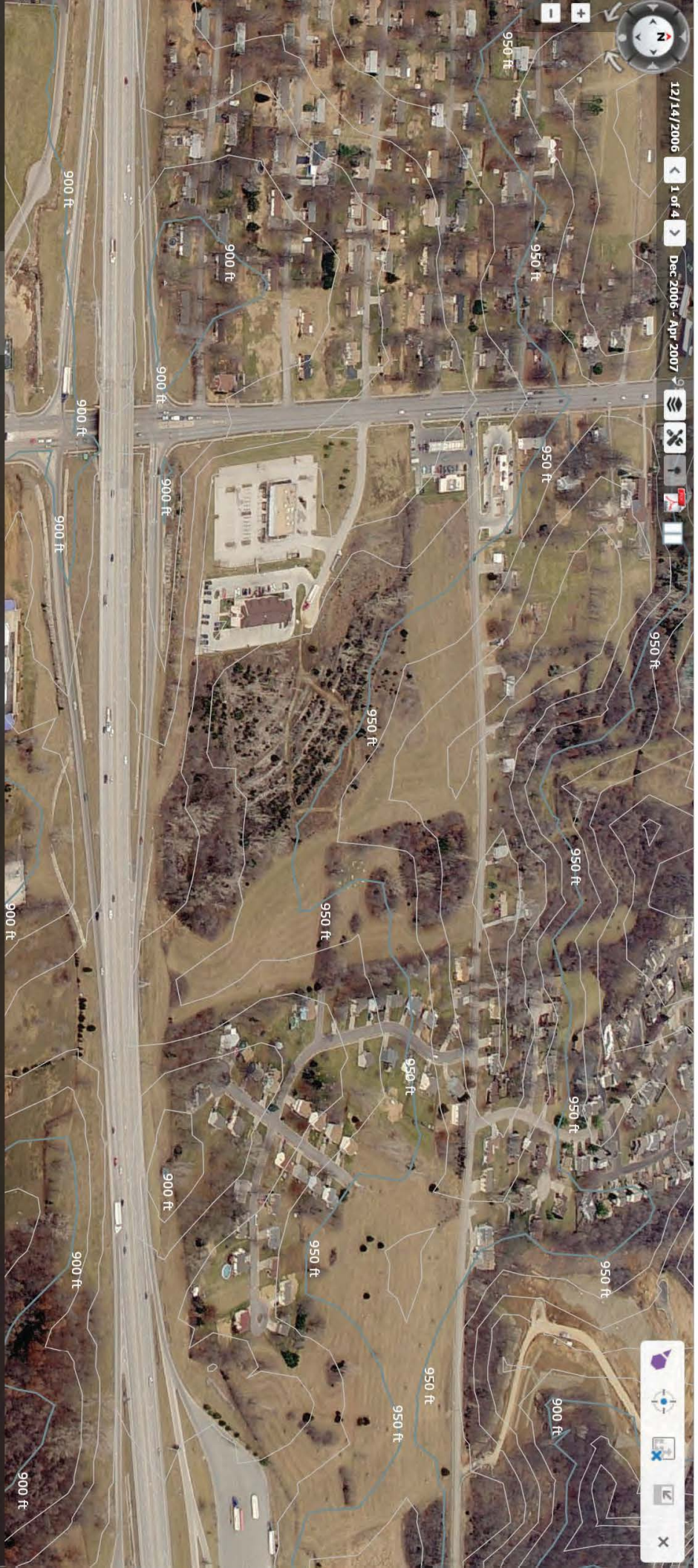
DIVISION 4 - DISTRICT REGULATIONS

Sec. 27-454 - R-1 single-family district.

- A. *Generally.* The purpose of the R-1 single-family district is to accommodate the bulk of single-family detached housing in the city, particularly in newly developing areas where similar density of development now exists. This section applies to the R-1 single-family district.
- B. *Permitted uses.* In the R-1 single-family district, no building, structure, or land shall be used and no building or structure shall be hereafter erected, converted, or structurally altered unless otherwise provided in this article, except for one or more of the following uses:
 1. Single-family dwellings.
 2. Municipal facilities of a governmental nature.
 3. Publicly owned parks and playgrounds, including public recreation and service buildings and municipally owned swimming pools.
 4. Railroad lead track rights-of-way, not including railroad yards, sidings, freight depots or train sheds, nor any other facilities which would encourage or require the stopping, starting, loading or unloading of trains.
 5. Board of public utilities facilities.
 6. Churches, on parcels no less than 120 feet wide and 15,000 square feet and in converted dwellings only when all provisions of the building code for the appropriate occupancy are met.
 7. Golf courses and club houses appurtenant thereto, not including miniature golf courses, driving ranges, and other similar activities operated as a business.
 8. Public and private schools, elementary and high, and institutions of higher learning, including stadiums and dormitories appurtenant thereto if located on the same campus.

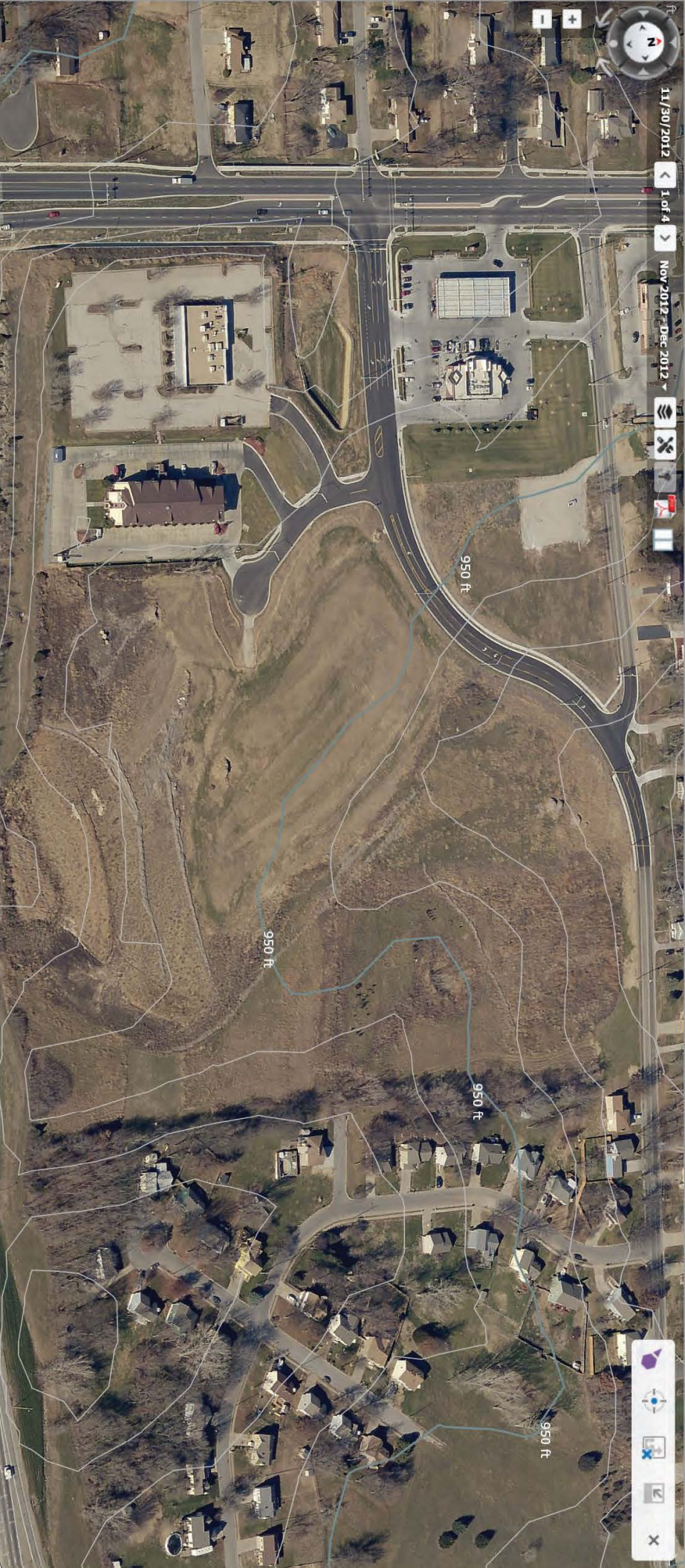
9. Publicly owned and operated museums, libraries and community centers.
 10. Agricultural use, except that such uses that involve animals shall conform to section 27-609(3).
- C. *Plan approval.* For all uses and structures listed as permitted uses in subsections (b)(5)—(b)(9) of this section, preliminary development plans and final plans shall be approved by the planning commission prior to the construction of new or expanded facilities. Such plans shall include details as set out in section 27-212. Such uses shall provide parking and paving setbacks of six feet unless otherwise approved by the planning commission. Notice shall be sent to property owners within 200 feet except for plan approvals for governmental facilities. Approval or disapproval by the planning commission shall be based upon the following:
1. The capability of the site to accommodate the building, parking and drives with reasonable open space and safe and easy ingress and egress.
 2. The degree of harmony that will prevail between the visual quality of the proposed use, building or church and the surrounding neighborhood. The decision of the planning commission may be brought before the unified government board of commissioners for final determination.
- D. *Height and area standards.* All dwellings and other uses of land shall conform to the following minimum standards:
1. Height shall be not more than two and one-half stories or 35 feet.
 2. Setback from property lines shall be as follows:
 - a. Front yard: Not less than 25 feet.
 - b. Side yard, interior: Not less than seven feet.
 - c. Side yard, corner: Not less than 25 feet.
 - d. Rear yard: Not less than 30 feet.
 3. Lot width and area shall be as follows:
 - a. Lot width: Not less than 65 feet measured at the building line.
 - b. Lot area: Not less than 7,150 square feet per dwelling unit; provided, however, this provision shall not prohibit the use of any lot for the erection of a residence west of 1-635, if such lot contains less than 7,150 square feet and was owned as a separate lot on May 20, 1969, and is not and has not been a part of a larger ownership since that date. Residences east of 1-635 shall be in accordance with the narrow lot design guidelines incorporated herein by reference dated February 18, 2008.
 - c. The narrow lot design guidelines dated February 18, 2008, are modified as follows:
 1. A residence built on a narrow lot may match elevations of adjacent residences within that street without a raised porch, except as may be required by the building code.
 2. If the residence is constructed utilizing state or federal tax credits and the regulations relating to those tax credits have requirements for ADA accessibility, exceptions to the raised front entry requirements of the narrow lot design guidelines may be granted by the director of planning.
 3. The raised front entry height is reduced from 30 inches to 14 inches.
 4. If the narrow lot has a rise from front to rear of more than seven feet, the lot is eligible for a front loaded garage.
 5. Alley and garage standards.
 - i. If the narrow lot is on an unimproved or severely deteriorated alley, exceptions may be granted by the director of planning to the alley entrance requirements.

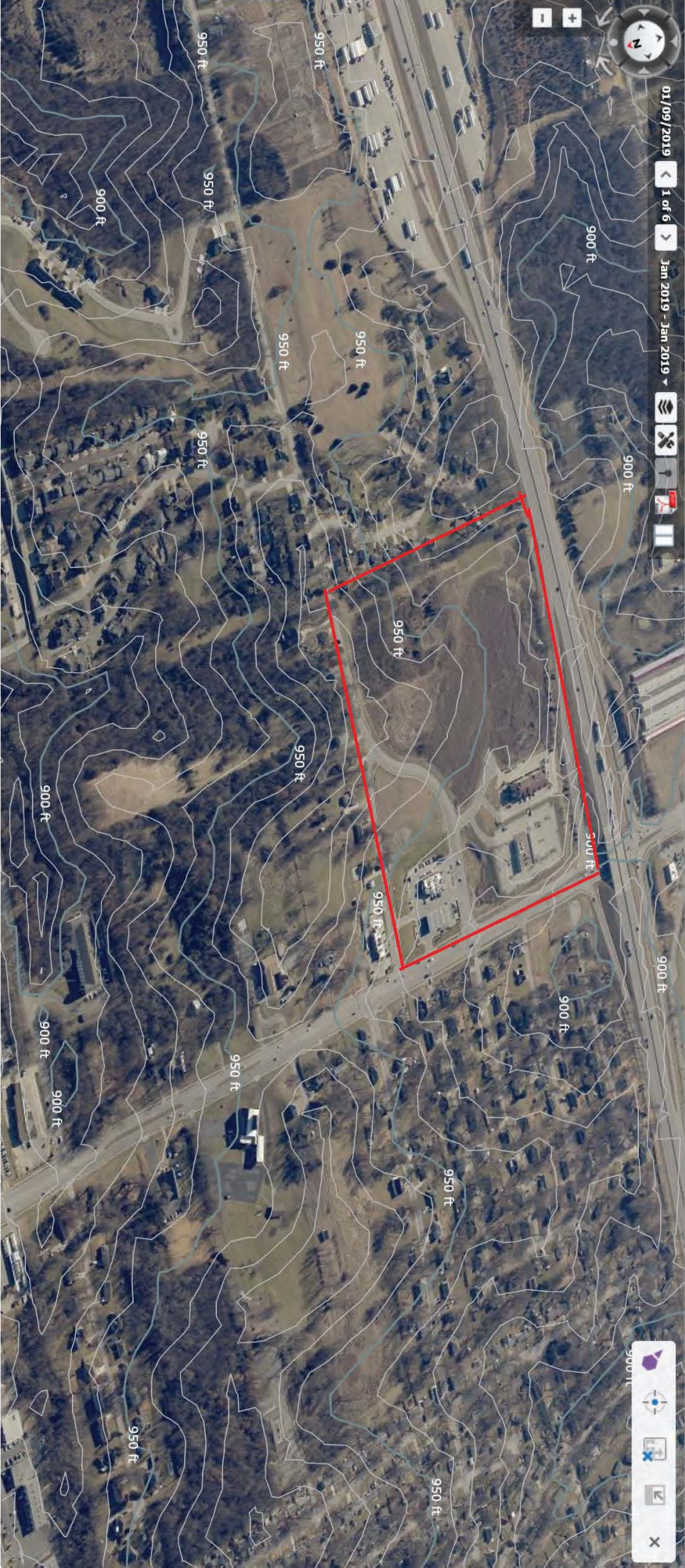
- ii. Garages in the rear yard shall be located to allow a sufficient turning radius to enter and exit the garage from the alley. Existing garage placement requirements should be utilized as guidelines.
 - 6. Siding standards.
 - i. Any siding with a 50-year warranty will be allowed. This specifically replaces the cement board siding requirement.
 - 4. Minimum floor area shall be 864 feet of habitable floor area for each residence. For additional standards and information, see [DIVISION 8](#) of this article.
 - E. *Parking standards.* Two off-street parking spaces shall be provided on the premises for each single-family dwelling, at least one of which shall be in a garage or carport. For additional standards and information, see [DIVISION 9](#) of this article.
 - F. *Signs.* Uses other than single-family dwellings shall be permitted one wall sign and one detached sign. For additional standards and information, see [DIVISION 11](#) of this article.
- (Code 1988, § 27-1159; Ord. No. 64690, § 1(27-21), 8-30-1984; Ord. No. 64884, § 2, 10-3-1985; Ord. No. 65814, § 7, 7-8-1993; Ord. No. O-18-14, § 1, 2-27-2014)



12/14/2006 1 of 4 Dec 2006 - Apr 2007







Costar Comparable
Sales for 7701 Tauronee
As of 4.15.25

Address	Name	Type	Land AC	Dist (mi)	Sale Date	Sale Price	Price/AC	Price/SF	Submarket
16502 222nd St	Tonganoxie Business Park	Land	13	17.81	Aug 2023	637,000.00 USD	50,000.04 USD	1.15 USD	Leavenworth County
W 167th St		Land	30	20.38	Jul 2023	2,250,000.00 USD	75,910.95 USD	1.74 USD	South Johnson County
NE Douglas Rd	Tudor and Douglas Road	Land	12	23.72	Dec 2023	2,800,000.00 USD	224,358.89 USD	5.15 USD	West Central Jackson County
Webster St	NorthWest Corner	Land	13	22.46	Jan 2024	1,300,000.00 USD	98,484.85 USD	2.26 USD	South Johnson County
S Liberty Pkwy	Liberty Apartments and Retail Sit	Land	17	17.14	Mar 2024	2,700,000.00 USD	158,823.53 USD	3.65 USD	I-35 Corridor
N Brighton Ave	Townhomes	Land	19	15.25	May 2024	1,187,290.00 USD	63,153.72 USD	1.45 USD	I-35 Corridor
9965 Edgerton Rd		Land	28	17.83	Jul 2023	1,530,000.00 USD	55,234.66 USD	1.27 USD	South Johnson County

UNIFIED GOVERNMENT REAL ESTATE TAX STATEMENT

2024

Date: 11/20/2024

Statement #: 59701 KUPN #: 052-09-0-30-02-001.00-0-01 Tax Unit: 10 - Kansas City, USD 500
Parcel #: 251803 Levy: 155.313000 Real Estate
Property Address: 7701 TAUROMEE AVE - KANSAS CITY, KS 66112-2942
Owner Name: K D I DEVELOPMENT CO

TAX SUMMARY

First Half Tax: 5,604.94
Second Half Tax: 5,604.94
Total Tax: 11,209.88

Pay on line at mywyco.wycokck.org

Owner ID #: KDID00001
Owner Name: K D I DEVELOPMENT CO

Care Of:
Owner Address: 3301 W 130TH ST 58761
LEAWOOD, KS 66209-1719

Subdivision: 2518 K. D. I. Block: Lots: 0004 Section: 9 Township: 11 Range: 24
Legal: PT L4: BEG NE COR; S TO SE COR, WLY-837.71FT ALG S LN, N 403.3FT, NWLY CUR RT-164.95FT TO W LN, NE Total Acres: Ag Acres:

PROPERTY CLASS	ASSD.RATE	PRIOR YEAR	ASSESSED VALUE CURRENT YEAR	APPRAISED VALUE	VALUE CHANGE	% CHANGE	CURRENT TAX
V VACANT LOTS URBAN	12.0/12.0	67,584	72,176	601,470	4,592	6.79	11,209.88

THE FIRST \$8,625 IN RESIDENTIAL ASSESSED VALUE IS EXEMPT FROM THE STATEWIDE USD GENERAL FUND MILL LEVY. Grand Total: 11,209.88

SPECIAL ASSESSMENTS

YOUR TAX	PRIOR YEAR	CURRENT YEAR	\$ CHANGE	% CHANGE
State	101.38	108.26	6.89	6.79
County	2,521.76	2,414.95	-106.84	-4.24
KANSAS CITY	2,599.25	2,487.33	-111.92	-4.31
KCK COMMUNITY COLLEGE	1,781.84	1,737.49	-44.34	-2.49
KCKS USD#500 PUBLIC SCHOOLS	3,354.62	3,631.18	276.56	8.24
LIBRARY USD#500	754.57	830.67	76.11	10.09

Grand Total: 11,113.42 11,209.88 96.46 0.87

YOUR MILL LEVIES	PRIOR YEAR	CURRENT YEAR	% CHANGE
State	1.500000	1.500000	0.00
County	37.313168	33.459000	-10.33
KANSAS CITY	38.459533	34.462000	-10.39
KCK COMMUNITY COLLEGE	26.364746	24.073000	-8.69
KCKS USD#500 PUBLIC SCHOOLS	49.636282	50.310000	1.36
LIBRARY USD#500	11.164850	11.509000	3.08

Grand Total: 164.438579 155.313000 -5.55

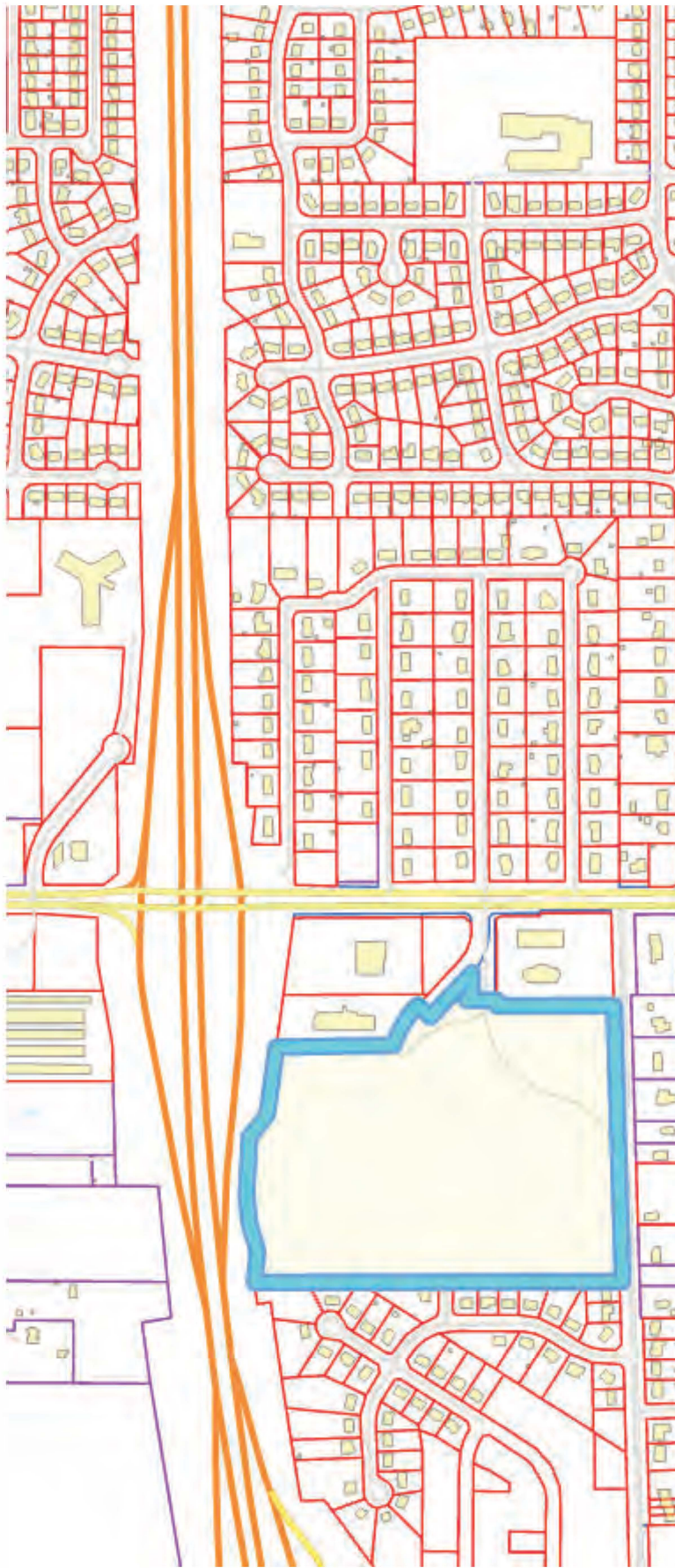
PROPERTY TAX REVENUE - ALL TAX PAYERS	PRIOR YEAR	CURRENT YEAR	\$ CHANGE	% CHANGE
State	3,008,234.87	3,342,043.99	333,809.12	11.10
County	74,831,867.30	74,549,185.10	-282,682.21	-0.38
KANSAS CITY	68,545,040.83	68,253,360.22	-291,680.61	-0.43
KCK COMMUNITY COLLEGE	52,874,579.10	53,636,674.36	762,095.26	1.44
KCKS USD#500 PUBLIC SCHOOLS	54,633,990.44	59,797,392.02	5,163,401.59	9.45
LIBRARY USD#500	13,074,759.63	15,063,634.72	1,988,875.09	15.21

Grand Total: 266,968,472.17 274,642,290.41 7,673,818.24 2.87

TAXES DUE: 12/20/2024

SEE BACK FOR FURTHER INSTRUCTIONS.

ATTACH AND RETURN BOTTOM PORTION WITH PAYMENT. KEEP TOP PORTION FOR YOUR RECORDS.



Parcel ID: 105-052-09-0-30-02-001.00-0

Quick Ref: R32636

Tax Year: 2025

Run Date: 4/16/2025 10:04:30 AM

OWNER NAME AND MAILING ADDRESS

K D I DEVELOPMENT CO

3301 W 130TH ST.
LEAWOOD, KS 66209

PROPERTY SITUS ADDRESS

7701 TAUROMEE AVE
Kansas City, KS 66112

LAND BASED CLASSIFICATION SYSTEM

Function: 9911 Multifamily high Sfx:
Activity: 1000 Residential activities
Ownership: 1100 Private-fee simple
Site: 2100 Site that is graded with no str



Image Date: 07/18/2023

GENERAL PROPERTY INFORMATION

Prop Class: V Vacant Lots - V
Living Units:
Zoning: C-1 860
Neighborhood: 860
Economic Adj. Factor:
Map / Routing: 251803 / 29000
Tax Unit Group: 010-Kansas City - 010

PROPERTY FACTORS

Topography: Above Street - 2
Utilities: All Public - 1
Access: Paved Road - 1
Fronting: Residential Street - 4
Location: Neighborhood or Spot - 6
Parking Type: On Street - 2
Parking Quantity: Minimum - 1
Parking Proximity: Adjacent - 2
Parking Covered:
Parking Uncovered: 0

RECENT APPEAL HISTORY

Tax Year	Hearing Date	Appeal Level	Case Number	Status	Final Action	Results Code	Hearing Value
2020	04/17/2020	INF	INF-18374-20;	C	A	L5	684,750

2025 APPRAISED VALUE

Cls	Land	Building	Total	Cls	Land	Building	Total
V	193,650	0	193,650	V	601,470	0	601,470

2024 APPRAISED VALUE

Total	193,650	0	193,650	Total	601,470	0	601,470
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TRACT DESCRIPTION

K. D. I., S9, T11, R24, 1120648 SQUARE FEET,
PT L4: BEG NE COR; S TO SE COR; WLY-
837.71FT ALG S LN, N 403.3FT, NWLY CUR RT-
164.95FT TO W LN, NELY-60FT ALG W LN,
NWLY-208.72FT ALG W LN, E 73.31FT, S47E-
28.28FT, N 104.98FT, E 19.91FT, N 403.16FT TO
N LN, E 954.57FT TO POB

PARCEL COMMENTS

GenLink: 105-052-09-0-30-02-047.01-0-, 105-052-09-0-30-02-001.01-0-; GenCom: sc 109650 div to row parcel; GenFlag: West of I-635, COMMISSION DISTRICT 8;
App-Com: INF-18374-2020-added 75% size ; Val-Com: 2025 Land model updated; BGG; Land-Ac/Sfi: 2025 L type for second tier; BGG

Class	Value	MISCELLANEOUS IMPROVEMENT VALUES	Reason Code	Class	Value	NEW CONSTRUCTION	Reason Code
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MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Soft	4-Below Average - 4	1,120,648											860	50,000.00	2.16	0.08	2.08	193,650

Total Market Land Value 193,650

UNIFIED GOVERNMENT REAL PROPERTY VALUE/TAX SEARCH

Quick Ref ID	Parcel ID	Owner	Property Address	2025 Appraised Value
R32636	251803	K D I DEVELOPMENT CO	7701 TAUROMEE AVE, KANSAS CITY, KS 66112	\$193,650

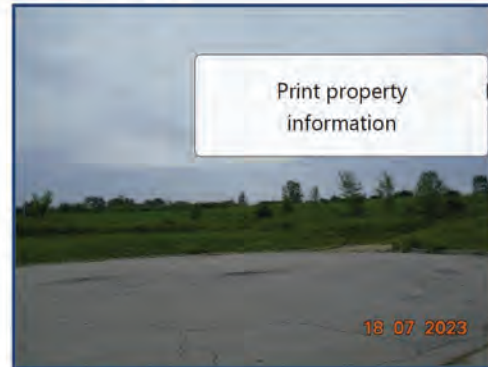
2025 GENERAL INFORMATION

Property Type	Vacant
Description	K. D. I., S9, T11, R24, 1120648 SQUARE FEET, PT L4: BEG NE COR; S TO SE COR, WLY-837.71FT ALG S LN, N 403.3FT, NWLY CUR RT-164.95FT TO W LN, NELY-60FT ALG W LN, NWLY-208.72FT ALG W LN, E 73.31FT, S47E-28.28FT, N 104.98FT, E 19.91FT, N 403.16FT TO N LN, E 954.57FT TO POB
LBCS Description	Multifamily highest and best use
Property ID	105-052-09-0-30-02-001.00-0
Parcel ID	251803
Class	Vacant Lots - V
Neighborhood	860
Taxing Unit Group	Kansas City - 010
Book Page	2016R-13622
Related Properties	R32637

2025 OWNER INFORMATION

Owner Name	K D I DEVELOPMENT CO
Mailing Address	3301 W 130TH ST. LEAWOOD, KS 66209
Exemptions	-

PROPERTY PHOTO



MAP INFORMATION

Map	290
Map Section	E09
Parcel Map	View
Quarter Section Parcel Map	View
Plat Map	View
Engineering Map	View

OTHER NAME ADDRESSES

NAME	ADDRESS
K D I DEVELOPMENT CO	3301 W 130TH ST , LEAWOOD, KS, 66209

PROPERTY ADDRESSES

ADDRESS TYPE	ADDRESS
Primary Address	7701 TAUROMEE AVE, Kansas City, KS 66112

LOT INFORMATION

Dimensions			
Frontage: 0.0	Left: 0.0	Right: 0.0	Rear: 0.0
Deeded Acres: 0.0	Mapped Acres: 25.725		Mapped SQFT: 1,120,579

VALUE BREAKDOWN

YEAR	APPRAISED VALUE	ASSESSED VALUE	ADD'L INFO
2025	\$193,650	\$23,238	Details

VALUE HISTORY

[Expand/Collapse All](#)

YEAR	APPRAISED VALUE	ASSESSED VALUE	ADD'L INFO
2024	\$601,470	\$72,176	Details
2023	\$563,200	\$67,584	Details
2022	\$606,190	\$72,743	Details
2021	\$654,860	\$78,583	Details
2020	\$684,750	\$82,170	Details

TAX ROLL

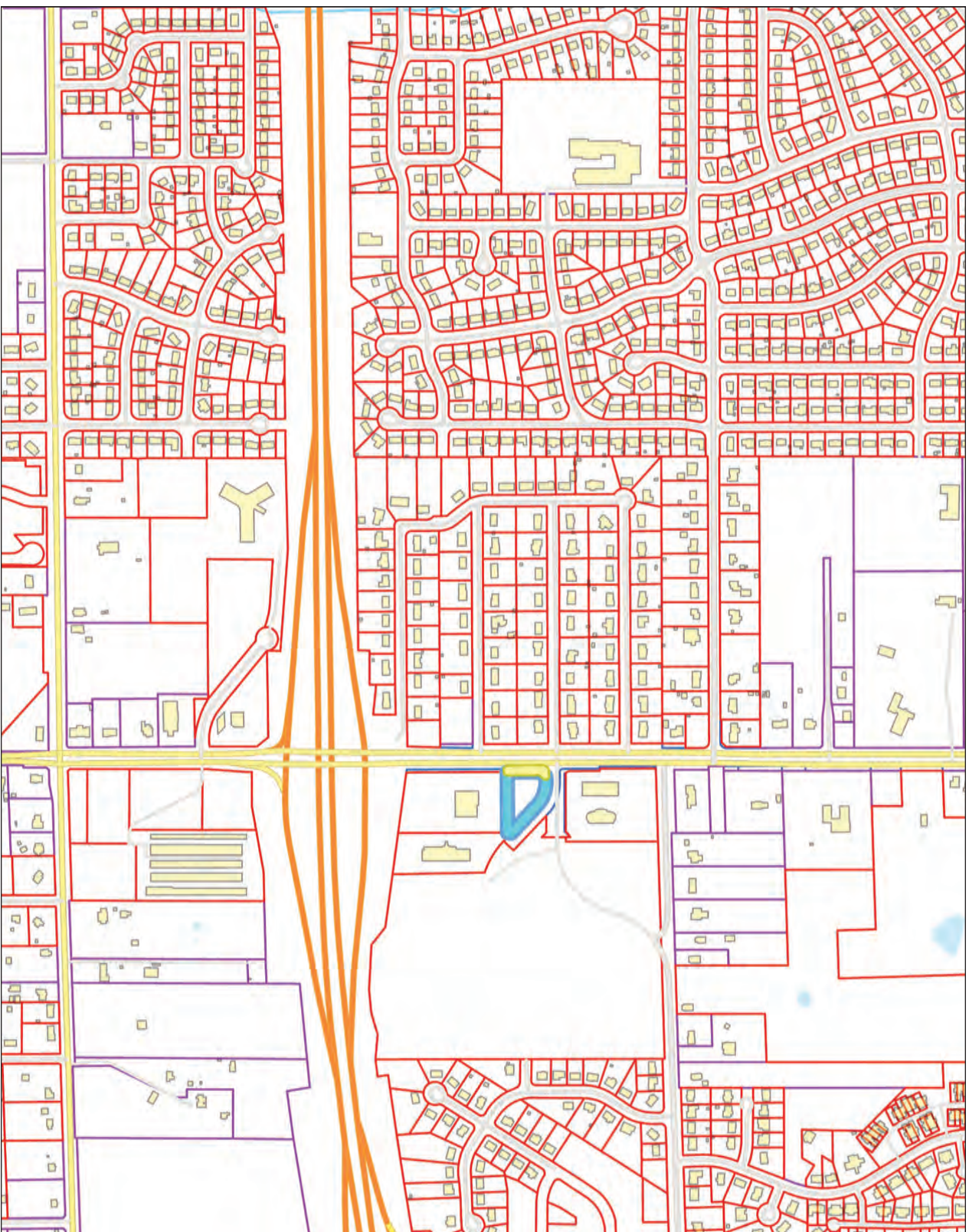
RATE SHEET	YEAR	TD RATE	GENERAL TAXES	SPECIAL TAXES	FEES DUE	TOTAL DUE
View	2024	154.882000	\$11,178.76	\$0.00	\$0.97	\$5,705.16
View	2023	164.438579	\$11,113.42	\$0.00	\$0.00	\$0.00
View	2022	165.509411	\$12,039.66	\$0.00	\$0.00	\$0.00
View	2021	167.541114	\$13,165.88	\$0.00	\$0.00	\$0.00
View	2020	167.544406	\$13,767.12	\$0.00	\$0.00	\$0.00
View	2019	167.470438	\$13,423.76	\$0.00	\$0.00	\$0.00
View	2018	166.699688	\$14,940.96	\$0.00	\$0.00	\$0.00
View	2017	168.192888	\$14,136.28	\$0.00	\$0.00	\$0.00
View	2016	169.818000	\$14,095.58	\$0.00	\$0.00	\$0.00
View	2015	171.818000	\$14,440.96	\$0.00	\$0.00	\$0.00
View	2014	167.645000	\$14,090.24	\$0.00	\$0.00	\$0.00
View	2013	178.750373	\$15,023.62	\$0.00	\$0.00	\$0.00
View	2012	175.344670	\$14,737.38	\$0.00	\$0.00	\$0.00
View	2011	174.960000	\$16,951.36	\$0.00	\$0.00	\$0.00
View	2010	167.745000	\$16,078.70	\$0.00	\$0.00	\$0.00
View	2009	164.663000	\$15,942.02	\$0.00	\$0.00	\$0.00
View	2008	152.702000	\$14,783.69	\$0.00	\$0.00	\$0.00
View	2007	155.599000	\$15,064.16	\$0.00	\$0.00	\$0.00
View	2006	158.510000	\$15,345.99	\$0.00	\$0.00	\$0.00
View	2005	159.221000	\$15,414.82	\$0.00	\$0.00	\$0.00
View	2004	158.911000	\$14,097.15	\$0.00	\$0.00	\$0.00
View	2003	158.343000	\$14,046.77	\$0.00	\$0.00	\$0.00

POLITICAL INFORMATION

Unified District: 8	At Large District: 1	Drainage District:	BPU District:
Congressional District: 3	Representative District: 33	Senatorial District: 4	

DISCLAIMER

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Legend	
	Parks
	Street Labels
	Kansas Regional Counties
	Missouri Regional Counties
	Municipal Labels
	Municipal Boundaries
	Buildings
	Railroads
	MAJOR ARTERIAL
	MINOR ARTERIAL
	COLLECTOR
	LOCAL
	INTERSTATE
	HIGHWAY
	ROADS
	MAIN
	SPUR
	YARD

Locator Map

Notes

Map Print Date: 2/10/2025 5:35 PM



Map Scale
1 : 8,289



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DISCLAIMER OF WARRANTY AND ACCURACY: Unified Government of Wyandotte Co./Kansas City, KS (UG) makes no representations or warranties about this map or its content, including, without limitation, accuracy, completeness, or fitness for any purpose. Users of this map document do so at their own risk. UG will not be liable to any such user for any loss or damage whatsoever.

Parcel ID: 105-052-09-0-30-02-048-00-0

Quick Ref: R32678

Tax Year: 2025

Run Date: 4/16/2025 9:54:59 AM

OWNER NAME AND MAILING ADDRESS

UNIFIED GOVERNMENT OF WYCO/KCK

701 N 7TH ST STE 421
KANSAS CITY, KS 66101

PROPERTY SITUS ADDRESS

505 N 78TH ST
Kansas City, KS 66112

LAND BASED CLASSIFICATION SYSTEM

Function: 8590 Lake / pond Sfx: R
Activity: 4314 Flood control dams and other
Ownership: 4120 County
Site: 2100 Site that is graded with no str



Image Date: 08/12/2022

GENERAL PROPERTY INFORMATION

Prop Class: C Commercial & Industrial - C
Living Units:
Zoning: C-1 860
Neighborhood: 860
Economic Adj. Factor:
Map / Routing: 251801 / 29000
Tax Unit Group: 010-Kansas City - 010

PROPERTY FACTORS

Topography: Below Street - 3, Rolling - 4
Utilities: All Public - 1
Access: Paved Road - 1
Fronting: Secondary Artery - 2
Location: Neighborhood or Spot - 6
Parking Type: On Street - 2
Parking Quantity: Minimum - 1
Parking Proximity: Adjacent - 2
Parking Covered:
Parking Uncovered:

RECENT APPEAL HISTORY

Tax Year	Hearing Date	Appeal Level	Case Number	Status	Final Action	Results Code	Hearing Value
2008	INF	INF-89250-19	C	A			

2025 APPRAISED VALUE

Cls	Land	Building	Total	Cls	Land	Building	Total
C				C			

2024 APPRAISED VALUE

Total	0	0	0	Total	0	0	0
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TRACT DESCRIPTION

K. D. I., S9, T11, R24, L2 LESS: BEG SW COR L2, N2W 152.51FT, NELY CR TO L 23.56FT, N87E 20.06FT, S44W 28.84FT, S2E 147.78FT, S87W 14FT TO POB

PARCEL COMMENTS

GenLink: 105-052-09-0-30-02-048-01-0-; GenCom: sc 109650 div to row; GenFlag: West of I-635, Common Ground, COMMISSION DISTRICT 8; App-Com: INF-89250-1997-TOTVC: 77060; Land-Ac/Sfx: 2024 Inf Rvw KJB; Retention pond

MISCELLANEOUS IMPROVEMENT VALUES

Class	Value	Reason Code	Class	Value	Reason Code
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MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Int1	Fact1	Int2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Soft	CG-Common Ground	32.237											860	50,000.00	0.00	0.00	0.00	0

Total Market Land Value 0

UNIFIED GOVERNMENT REAL PROPERTY VALUE/TAX SEARCH

Quick Ref ID	Parcel ID	Owner	Property Address	2025 Appraised Value
R32678	251801	UNIFIED GOVERNMENT OF WYCO/KCK	505 N 78TH ST, KANSAS CITY, KS 66112	-

2025 GENERAL INFORMATION

Property Type	Commercial & Industrial
Description	K. D. I., S9, T11, R24, L2 LESS: BEG SW COR L2, N2W 152.51FT, NELY CR TO L 23.56FT, N87E 20.06FT, S44W 28.84FT, S2E 147.78FT, S87W 14FT TO POB
LBCS Description	Lake / pond
Property ID	105-052-09-0-30-02-048.00-0
Parcel ID	251801
Class	Commercial & Industrial - C
Neighborhood	860
Taxing Unit Group	Kansas City - 010
Book Page	5700-0616

2025 OWNER INFORMATION

Owner Name	UNIFIED GOVERNMENT OF WYCO/KCK
Mailing Address	701 N 7TH ST STE 421 KANSAS CITY, KS 66101
Exemptions	-

PROPERTY PHOTO



MAP INFORMATION

Map	290
Map Section	E09
Parcel Map	View
Quarter Section Parcel Map	View
Plat Map	View
Engineering Map	View

OTHER NAME ADDRESSES

NAME	ADDRESS
K D I DEVELOPMENT CO	3301 W 130TH ST , LEAWOOD, KS, 66209
BAKER REALTY ADVISORS-BRUCE BAKER	6750 W 93RD ST STE 110, OVERLAND PARK, KS, 66212

PROPERTY ADDRESSES

ADDRESS TYPE	ADDRESS
Primary Address	505 N 78TH ST, Kansas City, KS 66112

LOT INFORMATION

Dimensions			
Frontage: 0.0	Left: 0.0	Right: 0.0	Rear: 0.0
Deeded Acres: 0.0	Mapped Acres: 0.742		Mapped SQFT: 32,310

VALUE BREAKDOWN

YEAR	APPRAISED VALUE	ASSESSED VALUE	ADD'L INFO
2025	-	-	Details

TAX ROLL

RATE SHEET	YEAR	TD RATE	GENERAL TAXES	SPECIAL TAXES	FEES DUE	TOTAL DUE
View	2006	158.510000	\$1.90	\$0.00	\$0.00	\$0.00
View	2005	159.221000	\$1.91	\$0.00	\$0.00	\$0.00
View	2004	158.911000	\$1.91	\$0.00	\$0.00	\$0.00
View	2003	158.343000	\$1.90	\$0.00	\$0.00	\$0.00
View	2002	164.472000	\$1.97	\$0.00	\$0.00	\$0.00
View	2001	166.229000	\$1.99	\$0.00	\$0.00	\$0.00
View	2000	149.974000	\$1.80	\$0.00	\$0.00	\$0.00

POLITICAL INFORMATION

Unified District: 8	At Large District: 1	Drainage District:	BPU District:
Congressional District: 3	Representative District: 33	Senatorial District: 4	

DISCLAIMER

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KDI Development Company
Profit & Loss
January through November 2022

Annual Operating Expenses
Vacant Land 505 North 78th St. and
7701 Tauromee
January 1, 2022-March 31, 2025

	2022	2023	2024	January-March 2025	Billing/Due Date
Insurance Expense	\$350.00	\$350.00	\$350.00	\$350.00	May Billing
Repairs and Maintenance	\$6,480.00	\$7,470.00	\$7,160.00	None as of 31/31/25	throughout year
Property Taxes	\$12,602.17	\$11,576.54	\$11,161.65	Not Received	1/2 due May and 1/2 due December
Annual Inspection Detention Basin	\$0.00	\$1,000.00		Not Received	Notice from UG April/May due November
Utilities Storm Sewer Discharge Payment	\$0.00	\$0.00	\$1,244.19	\$717.94	Monthly

TOTAL ANNUAL COSTS \$19,432.17 \$20,396.54 \$19,915.84 \$1,067.94

Repairs and Maintenance cover mostly lawn mowing
which typically begins in April each year and is
discontinued by October

Detention Basin Inspection: 505 North 78th tract.
Dry Basin detention pond Required by Unified Government.
Notice usually received April/May with completion by November.
See www.wycokck.org/stormwater for more information.



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company National Commercial Services
Issuing Office: 1100 Main Street, Suite 1900, Kansas City, MO 64105
Issuing Office's ALTA® Registry ID: 1145674
Commitment Number: NCS-1257661-KCTY
Issuing Office File Number: NCS-1257661-KCTY
Property Address: 7701 Tauromee Avenue and, 505 North 78th Street, Kansas City, KS 66112
Revision Number:

SCHEDULE A

1. Commitment Date: April 07, 2025 at 8:00 a.m.
2. Policy to be issued: POLICY AMOUNT
 - a. ALTA® Extended Owner's Policy
Proposed To Be Determined
Insured:
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, [at the Commitment Date, vested in:](#)

K.D.I. Development Co., general partnership

5. The Land is described as follows:

In the County of Wyandotte, State of Kansas, as described in Exhibit A attached hereto and made a part thereof.

If there are any questions concerning this Commitment, please contact:

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

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First American

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

Stephanie J. Quisenberry at squisenberry@firstam.com

First American Title Insurance Company
National Commercial Services
1100 Main Street, Suite 1900
Kansas City, MO 64105
(816)410-7911 phone

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Commitment No. NCS-1257661-KCTY

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
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.
7. In regard to K.D.I. Development Co. we require the following:
 - A) Furnish a copy of the Partnership Agreement and all amendments thereto.
 - B) The proposed transaction should be executed by all the partners unless provided otherwise in the partnership agreement.

Upon review of these items we reserve the right to make further requirements.

8. Proof of payment of taxes shown at Exception No. 7 on Schedule B - Section II.

In the event of a cancellation, there will be a minimum charge of \$550.00.

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CLOSING INFORMATION NOTE: If the closing for the Land 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.

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Commitment No. NCS-1257661-KCTY

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
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 circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. The lien of the general taxes for the year 2024, and thereafter.

Taxes for the year 2024 in the amount of \$1.90 are PAID. This amount includes the following installments for special assessments: NONE
TAX PARCEL NO. 251801 (Tract 1)

Taxes for the year 2024 in the amount of \$11,178.76 are FIRST HALF PAID IN THE AMOUNT OF \$5,473.07 WITH THE REMAINDER DUE AND DELINQUENT WITH PENALTIES AND INTEREST,

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SECOND HALF DUE AND PAYABLE. This amount includes the following installments for special assessments: NONE

TAX PARCEL NO. 251803 (Tract 2)

8. Easements and restrictions as shown in Plat [Book 38, Page 12](#) and Lot Split Resurvey filed as Document No. [2016R-13622](#).
9. Easement as granted to Standish Pipe Line Company by instrument dated April 19, 1937, recorded in [Book 918, Page 67](#), granting the right to construct and maintain pipe lines over, through, under and across a portion of the premises herein, as modified by instrument filed March 22, 1973, recorded in [Book 2368, Page 534](#), by Phillips Pipe Line Company, assignee of said easement. Assigned to Kansas Pipeline Company, by document recorded March 30, 1984 in [Book 2999, Page 416](#). Assigned to Kansas Pipeline Company, L.P. by document recorded March 10, 1988 in [Book 3281, Page 30](#). Partial Assignment to Texaco Pipeline Inc., by document recorded August 5, 1988 in [Book 3311, Page 749](#). Partial Assignment to Conoco Pipeline Company recorded January 17, 1989 in [Book 3344, Page 77](#). Assignment of Rights of Way recorded June 28, 1990 in [Book 3432, Page 291](#).
10. Permanent easement taken by the City of Kansas City, Kansas by condemnation proceedings No. 80C 12563, filed in the District Court of Wyandotte County, Kansas for controlled access highway right of way and removal of borrow material. Lands abutting said highway shall have no right or easement of access thereto. Further evidenced by Appraisers Report filed January 5, 1981 in [Book 2816, Page 863](#), as Document No. 913695.
11. Easement granted to The City of Kansas City, Kansas by instrument filed April 8, 1983, in [Book 2939, Page 59](#), as Document No. 948626, granting an easement and right to go upon; to construct, widen, improve and maintain 78th Street State to Riverview within the following described tract of land and a Permanent Right-of-way easement.
12. Terms and provisions of Restrictive Covenant & Option Agreement by and between K.D.I. Development Co., a Missouri general partnership and The Southland Corporation, dated February 25, 1987, filed March 24, 1987, in [Book 3208, Page 76](#), as Document No. 1028019.

First Amendment to Restrictive Covenant and Option Agreement filed September 12, 1994, in [Book 3707, Page 238](#), as Document No. 1185599.

Second Amendment to Restrictive Covenant and Option Agreement filed August 20, 1996 in [Book 3837, Page 493](#), as Document No. 1227414.

Cancellation Agreement with Respect to Restrictive Covenant & Option Agreement & Deed Restriction recorded July 13, 2010 as Document No. 2010R-08902 in [Book 5700, Page 776](#).

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Third Amendment to Restrictive Covenant and Option Agreement filed April 12, 2016 as Document No. [2016R-04623](#).

13. Right of Way and Drainage Easements granted to The City of Kansas City, Kansas, by instrument filed May 21, 1990, in [Book 3425, Page 664](#), as Document No. 1095368, granting the right to construct, maintain, install and repair of a public roadway, sidewalks, curbing, gutters, traffic control signals, drainage facilities, public utility transmission conduits and facilities, and appurtenances thereto, and for public right of way, including rights to access and view.
14. Terms and provisions of Restrictive Covenant filed for record August 20, 1996, in [Book 3837, Page 475](#), as Document No. 1227410.
15. Terms and provisions of Easement Agreement filed for record August 20, 1996 in [Book 3837, Page 477](#), as Document No. 1227411.
16. Terms and Provisions of Declaration of Easements filed Document No. 1227408 recorded in [Book 3837, Page 460](#).

First Modification of Declaration of Easements, Covenants and Conditions filed August 8, 2011, as Document No. [2011R-09481](#).

Second Modification filed April 12, 2016 as Document No. [2016R-04624](#).

17. Terms and Provisions of Agreement creating Mutual Easements by and between The Southland Corporation, a Texas Corporation and KDI Development Co., a Missouri general partnership, dated February 25, 1987 as Document No. 1028021, recorded in [Book 3208, Page 87](#).

First Amendment to Agreement Creating Mutual Easements filed September 12, 1994 as Document No. 1185600, recorded in [Book 3707, Page 250](#).

Second Amendment to Agreement Creating Mutual Easements filed August 20, 1996 as Document No. 1227413, recorded in [Book 3837, Page 490](#).

Third Amendment to Agreement Creating Mutual Easements filed August 8, 2011, as Document No. [2011R-09482](#).

18. Terms and Provisions of Surface Water Agreement by and between the Southland Corporation, a Texas corporation and K.D.I. Development Co., a general partnership dated March 12, 1987, filed March 24, 1987 as Document No. 1028022, recorded in [Book 3208, Page 95](#).

First Amendment to Surface Water Agreement filed September 12, 1994 as Document No. 1185601,

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recorded in [Book 3707, Page 262](#).

Second Amendment to Surface Water Agreement filed August 20, 1996 as Document No. 1227412, recorded in [Book 3837, Page 486](#).

Third Amendment to Surface Water Agreement filed August 8, 2011, as Document No. [2011R-09483](#).

Fourth Amendment to Surface Water Agreement filed April 12, 2016 as Document No. [2016R-04625](#).

19. Terms and Provisions as set forth in Temporary Construction and Grading Easement, by and between KDI Development Company, a Missouri general partnership and QuikTrip Corporation, an Oklahoma corporation, recorded August 8, 2011 as Document No. [2011R-09488](#).
20. Permanent Utility Easement to the Unified Government of Wyandotte County/Kansas City, Kansas recorded August 19, 2011 as Document No. [2011R-10049](#).
21. Permanent Drainage Easement to the Unified Government of Wyandotte County/Kansas City, Kansas recorded August 19, 2011 as Document No. [2011R-10050](#).
22. Permanent Utility Easement to the Unified Government of Wyandotte County/Kansas City, Kansas recorded August 19, 2011 as Document No. [2011R-10054](#).
23. Permanent Utility Easement to the Unified Government of Wyandotte County/Kansas City, Kansas recorded August 19, 2011 as Document No. [2011R-10055](#).
24. Declaration of Use Restrictions, recorded August 8, 2011, as Document No. [2011R-09487](#), Page but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42USC 3604(c) or any similar state statute or local ordinance.
25. A Permanent Drainage Easement to Unified Government of Wyandotte County/Kansas City, Kansas recorded August 19, 2011 as Document No. [2011R-10046](#).
26. A Permanent Drainage Easement to Unified Government of Wyandotte County/Kansas City, Kansas recorded August 19, 2011 in Document No. [2011R-10047](#).
27. A Permanent Drainage Easement to Unified Government of Wyandotte County/Kansas City, Kansas recorded August 19, 2011 in Document No. [2011R-10048](#).

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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.

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Commitment No. NCS-1257661-KCTY

EXHIBIT A

TRACT 1:

LOT 2, K.D.I., A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS,

EXCEPT THAT PART CONVEYED IN WARRANTY DEED RECORDED JULY 12, 2010 AS DOCUMENT NO. [2010R-08851](#) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE 6TH PRINCIPAL MERIDIAN IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: THE BASIS OF THE BEARINGS IN THIS DESCRIPTION IS GRID NORTH, KANSAS STATE PLANE NORTH ZONE AS DETERMINED BY GLOBAL POSITIONING SYSTEM OBSERVATIONS.

COMMENCING AT THE NORTHWEST CORNER OF SOUTHWEST QUARTER SAID SECTION 9, BEING MONUMENTED BY A FOUND 3" ALUMINUM DISK IN MONUMENT BOX;

THENCE SOUTH 02°09'01" EAST 676.15 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 87°50'59" EAST 50.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 02°09'01" WEST 152.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 15.00 FEET;

THENCE NORTHEASTERLY 23.56 FEET ALONG SAID CURVE TO THE SOUTH RIGHT OF WAY LINE OF ELIZABETH AVENUE, AS NOW ESTABLISHED;

THENCE NORTH 87°50'59" EAST 20.06 FEET ALONG SAID RIGHT OF WAY LINE;

THENCE SOUTH 44°42'39" WEST 28.84 FEET;

THENCE SOUTH 02°09'01" EAST 147.78 FEET;

THENCE SOUTH 87°50'59" WEST 14.00 FEET TO THE POINT OF BEGINNING.

TRACT 2:

ALL THAT PART OF LOT 4, K.D.I., A RECORDED SUBDIVISION FILED IN [BOOK 38 AT PAGE 12](#) IN THE
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OFFICE OF THE RECORDER OF DEEDS, WYANDOTTE COUNTY, KANSAS, LYING IN THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE SIXTH PRINCIPAL MERIDIAN IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF AFORESAID LOT 4; THENCE SOUTH 01 DEGREE 47 MINUTES 12 SECONDS EAST, MEAS. (S00 DEGREE 20 MINUTES 08 SECONDS WEST PLAT) ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 1,264.08 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 4 BEING ALSO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. INTERSTATE HIGHWAY ROUTE NO. 70, AS NOW ESTABLISHED; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE SOUTH LINE OF SAID LOT 4 AND THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. INTERSTATE HIGHWAY ROUTE NO. 70; THENCE NORTH 87 DEGREES 04 MINUTES 12 SECONDS WEST, MEAS. (NORTH 84 DEGREES 56 MINUTES 52 SECONDS WEST, PLAT), 106.40 FEET; THENCE SOUTH 71 DEGREES 08 MINUTES 48 SECONDS WEST, MEAS. (SOUTH 73 DEGREES 16 MINUTES 08 SECONDS WEST, PLAT), 100.60 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 11,309.14 FEET, MEAS. (11,309.16 FEET, PLAT), A CENTRAL ANGLE OF 00 DEGREES 30 MINUTES 00 SECONDS, AN INITIAL TANGENT BEARING OF SOUTH 82 DEGREES 51 MINUTES 48 SECONDS WEST, MEAS. (SOUTH 54 DEGREES 58 MINUTES 32 SECONDS WEST, PLAT) AND AN ARC DISTANCE OF 98.70 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 12 SECONDS WEST, MEAS. (NORTH 86 DEGREES 47 MINUTES 52 SECONDS WEST, PLAT), 198.70 FEET; THENCE NORTH 54 DEGREES 01 MINUTES 12 SECONDS WEST, MEAS. (NORTH 51 DEGREES 53 MINUTES 52 SECONDS WEST, PLAT), 98.20 FEET; THENCE NORTH 84 DEGREES 16 MINUTES 12 SECONDS WEST, MEAS. (NORTH 82 DEGREES 08 MINUTES 52 SECONDS WEST, PLAT), 235.11 FEET; THENCE DEPARTING FROM THE SOUTH LINE OF SAID LOT 4 AND THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. INTERSTATE HIGHWAY ROUTE NO. 70, NORTH 02 DEGREES 09 MINUTES 01 SECONDS WEST, MEAS. (NORTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, PLAT), 403.30 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 26 DEGREES 15 MINUTES 10 SECONDS, AN INITIAL TANGENT BEARING OF NORTH 75 DEGREES 06 MINUTES 56 SECONDS WEST AND AN ARC DISTANCE OF 164.95 FEET; THENCE NORTH 41 DEGREES 08 MINUTES 13 SECONDS EAST, MEAS. (NORTH 43 DEGREES 15 MINUTES 34 SECONDS EAST, PLAT), 60.00 FEET; THENCE NORTH 48 DEGREES 51 MINUTES 47 SECONDS WEST, MEAS. (NORTH 46 DEGREES 44 MINUTES 26 SECONDS WEST, PLAT), 208.66 FEET TO A POINT ON THE SOUTHERLY LINE OF WARRANTY DEED, DOCUMENT NO. [2010R-08851](#) RECORDED JULY 12, 2010 IN THE OFFICE OF THE RECORDER OF DEEDS, WYANDOTTE COUNTY, KANSAS; THENCE NORTH 87 DEGREES 50 MINUTES 59 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID WARRANTY DEED, A DISTANCE OF 73.27 FEET; THENCE SOUTH 47 DEGREES 09 MINUTES 01 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID WARRANTY DEED, A DISTANCE OF 28.28 FEET; THENCE NORTH 02 DEGREES 09 MINUTES 01 SECONDS WEST ALONG THE EASTERLY LINE OF SAID WARRANTY DEED, A DISTANCE OF 105.00 FEET; THENCE NORTH 87 DEGREES 50 MINUTES 59 SECONDS EAST, 11.82 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 288.00 FEET, A CENTRAL ANGLE OF 01 DEGREES 36 MINUTES 36 SECONDS AND AN ARC DISTANCE OF 8.09 FEET; THENCE NORTH 02 DEGREES 09 MINUTES 01 SECONDS WEST, 403.16 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4 BEING ALSO THE SOUTH RIGHT OF WAY LINE OF TAUROMEE AVENUE, AS NOW ESTABLISHED; THENCE NORTH 86 DEGREES 13 MINUTES 20 SECONDS EAST, MEAS. (NORTH 88 DEGREES 20

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MINUTES 41 SECONDS EAST, PLAT) ALONG THE NORTH LINE OF SAID LOT 4 AND THE SOUTH RIGHT OF WAY LINE OF SAID TAUROMEE AVENUE, A DISTANCE OF 956.57 FEET; TO THE POINT OF BEGINNING.

ALSO KNOWN AS TRACT 2 ON LOT SPLIT SURVEY RECORDED OCTOBER 4, 2016 AS DOCUMENT NO. [2016R-13622](#).

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

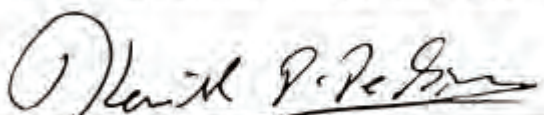
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;

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- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or

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- other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the

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Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**EXHIBIT B
FORM CONTRACT**

STATE OF KANSAS
COUNTY OF WYANDOTTE

BIDDER#

AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the 24th day of May 2025, by and between K.D.I. Development Co. ("Seller") whose address is 3301 W 130th St., Leawood, KS 66209 and _____ ("Buyer") whose address is _____.

1. AGREEMENT TO PURCHASE. In consideration of the sum as identified in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, by Special Warranty Deed, and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property (the "Property") commonly known as 7701 TAUROMEE AVE, KANSAS CITY, KS 66112, and 505 N. 78th Street, Kansas City, KS 66112 and legally described on Exhibit A attached hereto and incorporated herein by reference. (Full Legal Description to be provided by Title Company)

2. High Bid Price \$ _____

10% Buyer's Premium \$ _____

Total Purchase Price \$ _____

Non-Refundable Down Payment/Deposit \$ _____

In U.S. Funds, based on 10% of the Total Purchase Price, to be held in an non-interest bearing escrow account by the Title Company as hereinafter provided.

Balance of Purchase Price \$ _____

In U.S. Funds, due at Closing, not including Buyer's Closing Costs or financing costs, prepaids or prorations, in immediately available cash or by confirmed wire transfer.

3. CLOSING. Closing shall take place with **First American Title Insurance Company** (the "Title Company"), whose address is **1100 Main Street, Suite 1900, Kansas City, Missouri 64105**, on or before **Friday, June 20th 2025** (the "Closing Date"). The contact person is **Stephanie J. Quisenberry**, email: **squisenberry@firstam.com** phone: **816.410.7911**. At Closing, Seller shall deliver to Buyer a Special Warranty Deed (the "Deed"), which shall convey fee simple title to the Property to Buyer without any warranties, including, without limitation, habitability or fitness for a particular purpose, and Buyer shall pay, or cause to be paid, Seller the Total Purchase Price set forth above. Seller and Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases or other documents required by this Contract, the Title Commitment (as hereinafter defined) or applicable law. Possession of the Property shall be delivered at Closing, subject to those matters contained in the Deed, Title Commitment and this Contract. Time is of the essence in this Contract.

4. **TAXES AND OTHER PRORATIONS.** The current year's Property Taxes shall be prorated between Seller and Buyer at Closing based upon the amount of taxes for current year, if available, and if not for the prior year. All unpaid taxes for prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of taxes for the year of Closing and all subsequent years. Buyer shall pay all taxes for the year of Closing on or before the due date thereof and shall deliver Seller a copy of the tax receipts evidencing payment thereof within ten (10) days after payment. If proration of taxes is not made as above provided for the current year, then in the event the taxes for the year of Closing are more or less than the taxes for the prior year, Seller and Buyer shall adjust the amount of the proration and Seller shall pay to Buyer the amount of any underpayment or Buyer shall pay to Seller the amount of any overpayment, as may be the case, promptly when known by them. In addition, all rents, operating expenses and utilities shall be prorated between Seller and Buyer as of the Closing Date. This Paragraph 4 shall expressly survive the Closing.
5. **CLOSING COSTS.**
- (a) **Seller's Costs.** At Closing, Seller shall pay the fees for preparation of the Deed and issuance of the Title Policy (as hereinafter defined), one-half of the Title Company's closing fees, and all costs relating to tax certificates and overnight courier fees and messenger charges incurred by or on behalf of the Seller.
 - (b) **Buyer's Costs.** At Closing, Buyer shall pay the recording costs of the Deed, one-half of the Title Company's escrow fees, overnight courier fees and messenger charges incurred by or on behalf of the Buyer, escrow fees (if any), one-half of the Title Company's closing fees, any survey costs, and all additional sale or closing fees.
6. **TERMS.** This is a cash sale with Ten Percent (10%) down payment, with the balance due on the Closing Date. This sale is not contingent upon financing or due diligence. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.
7. **DOWN PAYMENT/ DEPOSIT AND TITLE COMPANY.** Buyer and Seller hereby acknowledge and agree that Title Company shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that Title Company shall be relieved of all liability and held harmless by both Seller and Buyer in the event Title Company makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Title Company shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Title Company's duties hereunder provided that Title Company exercises ordinary and reasonable care in the discharge of said duties and otherwise performs all of its obligations under this Contract on the part of Title Company. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller fails to close this transaction other than by reason of Buyer's default hereunder.
8. **DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE)**

- (a) Buyer warrants and acknowledges to and agrees with Seller, and United Country – Heritage Brokers & Auctioneers (“Auctioneer”) that Buyer is purchasing the Property in an “As-Is, Where Is” condition “WITH ALL FAULTS” and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller.
 - (b) Buyer acknowledges and agrees that with respect to the Property, Seller and Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property.
 - (c) Buyer acknowledges that it is Buyer’s responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer has executed this Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER OR AUCTIONEER or their affiliates, agents, officers, employees or representative. Buyer acknowledges that Buyer has not relied, and is not relying upon information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Auctioneer.
 - (d) Buyer shall look only to Seller, and not to Auctioneer, as to all matters regarding this Contract and the Property. The Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close this transaction.
 - (e) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Auctioneer with respect to the condition of the Property, either patent or latent.
9. **PROPERTY INSPECTION.** It is the Buyer’s sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer will contact Seller prior to conducting any due diligence on the Property so that a mutually agreeable time to meet at the Property can be set. Buyer is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer’s request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer’s request. Buyer agrees to indemnify, protect

and hold Seller and Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This Paragraph 9 shall expressly survive the Closing and any termination of this Contract.

10. **TITLE.** Buyer hereby acknowledges receipt of a title commitment (the "Title Commitment") issued by the Title Company. Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Title Commitment,, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all other title exceptions referenced the Title Commitment, including those on Schedule B thereof (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10, shall also be deemed Permitted Title Exceptions. At or prior to Closing, Seller shall satisfy all requirements on the Requirements section of the Title Commitment which are the responsibility of Seller and Buyer shall satisfy all requirements on the Requirements section of the Title Commitment which are the responsibility of Buyer. At Closing and subject to the other provisions of this Contract, Seller, at its cost, pay the standard premium of the Title Company to issue an owner's policy of title insurance (the "Title Policy"), insuring Buyer's fee simple estate in the Property in the amount of the Total Purchase Price, subject to the Permitted Title Exceptions; provided, however, Seller shall have no liability to pay for any special endorsements to the Title Policy requested by Buyer.

Buyer also acknowledges and agrees that:

- a. Maps and depictions included in the marketing materials for the auction are for illustration purposes only and neither Seller, nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
- b. Any fencing situated on the Property is not necessarily an indication of the Property boundary.
- c. Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense.
- d. Only the fixtures, machinery and equipment currently attached to or located upon the Property will be conveyed to Buyer.
- e. The Property is selling subject to restrictive covenants, easements, restrictions and other matters as shown or described in the Title Commitment and the Survey.

11. **FIXTURES AND PERSONAL PROPERTY.** Only the fixtures, machinery and equipment currently attached to or located upon the Property will be conveyed to Buyer and no other personal property will be conveyed with the Property.

12. **TITLE DEFECTS.** If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Title Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Title Company no later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.

13. **COMMISSIONS.**

(a) **Brokerage.** Buyer warrants and represents that Buyer [] is [] is not represented by a Buyer's Broker in this transaction. If Buyer is represented by a Buyer's Broker, the Buyer's Broker's name is: _____. The Buyer's Broker must have performed all requirements of the Buyer Broker Guidelines as provided by the Auctioneer and provide Seller with a fully executed copy of an agreement or other evidence reasonably acceptable to Auctioneer and Seller evidencing such performance. Failure to properly register or comply with the provisions of the Guidelines will disqualify the Buyer's Broker from receiving any commission.

(b) **Agency Disclosure.** Auctioneer has acted as agent for Seller in this transaction and is to be paid a commission by Seller pursuant to a separate written agreement between Seller and Auctioneer.

(c) If any other person asserts a claim for a commission, fee or other compensation based upon any contact, dealings or communication with Buyer or Seller, then the party through whom such person makes its claim will indemnify, defend and hold harmless the other party from such claim and any and all costs, damages, liabilities or expenses (including without limitation, reasonable attorneys' fees and disbursements) incurred by the other party in connection with such claim.

14. **BREACH OF CONTRACT BY SELLER.** If Seller defaults in the performance of any of its obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer, as its sole remedy, may terminate this Contract and receive the Down Payment/Deposit, or waive the default and proceed to Closing without any adjustment in the Purchase Price. In no event shall Seller or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.

15. **BREACH OF CONTRACT BY BUYER.** In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.

In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Title Company, then, at Seller's option, without notice, this Contract may be

terminated immediately and any Down Payment/ Deposit held by Seller or Title Company shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.

16. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Buyer's Down Payment/ Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.
17. **NOTICES.** All notices under this Contract must be in writing shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service, all to the addresses of the parties set forth in the preamble of this Contract. Either party may change its address for notice purposes by giving written notice thereof to the other party in accordance with the terms hereof. A copy of all notices given hereunder shall be delivered to Auctioneer and Title Company.
18. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.
19. **ENTIRE AGREEMENT; AMENDMENT.** This written Contract and any Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.
20. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.
21. **ASSIGNMENT.** Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.
22. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.
23. **COUNTERPARTS.** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

24. **ACKNOWLEDGEMENT.** The Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by federal law or the law of the State in which the Property is located), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.
25. **LEGAL FEES.** In the event of any litigation between Seller and Buyer with respect to the Contract, the non-prevailing party shall pay the attorneys' fees and related costs and expenses of the non-prevailing party.
26. **EXECUTION.** This Agreement may be executed in two or more counterparts (including by means of facsimile or electronically transmitted portable document format (.PDF) signature pages), each of which shall be deemed to be an original, but all of which together shall constitute and be one and the same instrument; provided, that facsimile or electronically transmitted signatures of this Agreement shall be deemed to be originals. Counterpart signatures need not be on the same page.
27. **ATTACHMENTS.** The Exhibits, Schedules and Addenda, if any, attached hereto are fully incorporated herein by reference for all purposes.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

SELLER:

K.D.I. DEVELOPMENT CO.,
a Missouri general partnership

By: _____
Name: _____
Title: _____

BUYER:

_____,
a _____

By: _____
Name: _____
Title: _____

Exhibit A
Legal Description

TRACT 1:

LOT 2, K.D.I., A SUBDIVISION IN THE CITY OF KANSAS CITY, WYANDOTTE COUNTY, KANSAS, EXCEPT THAT PART CONVEYED IN WARRANTY DEED RECORDED JULY 12, 2010 AS DOCUMENT NO. 2010R-08851 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE 6TH PRINCIPAL MERIDIAN IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: THE BASIS OF THE BEARINGS IN THIS DESCRIPTION IS GRID NORTH, KANSAS STATE PLANE NORTH ZONE AS DETERMINED BY GLOBAL POSITIONING SYSTEM OBSERVATIONS.

COMMENCING AT THE NORTHWEST CORNER OF SOUTHWEST QUARTER SAID SECTION 9, BEING MONUMENTED BY A FOUND 3" ALUMINUM DISK IN MONUMENT BOX; THENCE SOUTH 02°09'01" EAST 676.15 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 87°50'59" EAST 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°09'01" WEST 152.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 15.00 FEET; THENCE NORTHEASTERLY 23.56 FEET ALONG SAID CURVE TO THE SOUTH RIGHT OF WAY LINE OF ELIZABETH AVENUE, AS NOW ESTABLISHED; THENCE NORTH 87°50'59" EAST 20.06 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 44°42'39" WEST 28.84 FEET; THENCE SOUTH 02°09'01" EAST 147.78 FEET; THENCE SOUTH 87°50'59" WEST 14.00 FEET TO THE POINT OF BEGINNING.

TRACT 2:

ALL THAT PART OF LOT 4, K.D.I., A RECORDED SUBDIVISION FILED IN BOOK 38 AT PAGE 12 IN THE OFFICE OF THE RECORDER OF DEEDS, WYANDOTTE COUNTY, KANSAS, LYING IN THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 11 SOUTH, RANGE 24 EAST OF THE SIXTH PRINCIPAL MERIDIAN IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF AFORESAID LOT 4; THENCE SOUTH 01 DEGREE 47 MINUTES 12 SECONDS EAST, MEAS. (S00 DEGREE 20 MINUTES 08 SECONDS WEST PLAT) ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 1,264.08 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 4 BEING ALSO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. INTERSTATE HIGHWAY ROUTE NO. 70, AS NOW ESTABLISHED; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE SOUTH LINE OF SAID LOT 4 AND THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. INTERSTATE HIGHWAY ROUTE NO. 70; THENCE NORTH 87 DEGREES 04 MINUTES 12 SECONDS WEST, MEAS. (NORTH 84 DEGREES 56 MINUTES 52 SECONDS WEST, PLAT),

106.40 FEET; THENCE SOUTH 71 DEGREES 08 MINUTES 48 SECONDS WEST, MEAS. (SOUTH 73 DEGREES 16 MINUTES 08 SECONDS WEST, PLAT), 100.60 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 11,309.14 FEET, MEAS. (11,309.16 FEET, PLAT), A CENTRAL ANGLE OF 00 DEGREES 30 MINUTES 00 SECONDS, AN INITIAL TANGENT BEARING OF SOUTH 82 DEGREES 51 MINUTES 48 SECONDS WEST, MEAS. (SOUTH 54 DEGREES 58 MINUTES 32 SECONDS WEST, PLAT) AND AN ARC DISTANCE OF 98.70 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 12 SECONDS WEST, MEAS. (NORTH 86 DEGREES 47 MINUTES 52 SECONDS WEST, PLAT), 198.70 FEET; THENCE NORTH 54 DEGREES 01 MINUTES 12 SECONDS WEST, MEAS. (NORTH 51 DEGREES 53 MINUTES 52 SECONDS WEST, PLAT), 98.20 FEET; THENCE NORTH 84 DEGREES 16 MINUTES 12 SECONDS WEST, MEAS. (NORTH 82 DEGREES 08 MINUTES 52 SECONDS WEST, PLAT), 235.11 FEET; THENCE DEPARTING FROM THE SOUTH LINE OF SAID LOT 4 AND THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. INTERSTATE HIGHWAY ROUTE NO. 70, NORTH 02 DEGREES 09 MINUTES 01 SECONDS WEST, MEAS. (NORTH 00 DEGREES 01 MINUTES 41 SECONDS WEST, PLAT), 403.30 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 26 DEGREES 15 MINUTES 10 SECONDS, AN INITIAL TANGENT BEARING OF NORTH 75 DEGREES 06 MINUTES 56 SECONDS WEST AND AN ARC DISTANCE OF 164.95 FEET; THENCE NORTH 41 DEGREES 08 MINUTES 13 SECONDS EAST, MEAS. (NORTH 43 DEGREES 15 MINUTES 34 SECONDS EAST, PLAT), 60.00 FEET; THENCE NORTH 48 DEGREES 51 MINUTES 47 SECONDS WEST, MEAS. (NORTH 46 DEGREES 44 MINUTES 26 SECONDS WEST, PLAT), 208.66 FEET TO A POINT ON THE SOUTHERLY LINE OF WARRANTY DEED, DOCUMENT NO. 2010R-08851 RECORDED JULY 12, 2010 IN THE OFFICE OF THE RECORDER OF DEEDS, WYANDOTTE COUNTY, KANSAS; THENCE NORTH 87 DEGREES 50 MINUTES 59 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID WARRANTY DEED, A DISTANCE OF 73.27 FEET; THENCE SOUTH 47 DEGREES 09 MINUTES 01 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID WARRANTY DEED, A DISTANCE OF 28.28 FEET; THENCE NORTH 02 DEGREES 09 MINUTES 01 SECONDS WEST ALONG THE EASTERLY LINE OF SAID WARRANTY DEED, A DISTANCE OF 105.00 FEET; THENCE NORTH 87 DEGREES 50 MINUTES 59 SECONDS EAST, 11.82 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 288.00 FEET, A CENTRAL ANGLE OF 01 DEGREES 36 MINUTES 36 SECONDS AND AN ARC DISTANCE OF 8.09 FEET; THENCE NORTH 02 DEGREES 09 MINUTES 01 SECONDS WEST, 403.16 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4 BEING ALSO THE SOUTH RIGHT OF WAY LINE OF TAUROMEE AVENUE, AS NOW ESTABLISHED; THENCE NORTH 86 DEGREES 13 MINUTES 20 SECONDS EAST, MEAS. (NORTH 88 DEGREES 20 MINUTES 41 SECONDS EAST, PLAT) ALONG THE NORTH LINE OF SAID LOT 4 AND THE SOUTH RIGHT OF WAY LINE OF SAID TAUROMEE AVENUE, A DISTANCE OF 956.57 FEET; TO THE POINT OF BEGINNING.

ALSO KNOWN AS TRACT 2 ON LOT SPLIT SURVEY RECORDED OCTOBER 4, 2016 AS DOCUMENT NO. 2016R-13622.