



Law Department

Michael A. Rump
Senior Attorney
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May 28, 2003

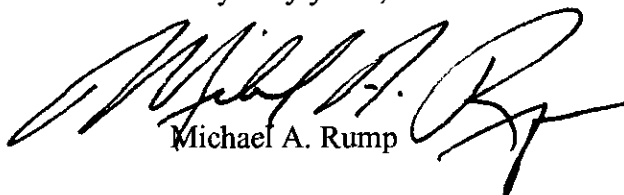
Mr. Dale Hardy Roberts
Secretary Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Re: In the Matter of the Application of Kansas City Power & Light Company for authority to sell real property to the City of Overland Park, Kansas and Motion for Expedited Treatment.

Dear Mr. Roberts:

Enclosed for filing you will find the original and eight copies of KCPL's Application and Motion for Expedited Treatment. Please bring this filing to the attention of the appropriate Commission personnel.

Very truly yours,



Michael A. Rump

c: Dana Joyce
John Coffman
Jane Neff-Brain
Cindy Harmison
Tim Rush
Lois Liechti

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of)
Kansas City Power & Light Company)
for authority to sell real property to the City of) Case No.
Overland Park, Kansas and Motion for Expedited)
Treatment.)

FILED⁴

MAY 30 2003

**APPLICATION AND MOTION
FOR EXPEDITED TREATMENT**

Missouri Public
Service Commission

COMES NOW Kansas City Power & Light Company ("KCPL") pursuant to § 393.190 RSMO, 4 CSR 240-2.060 and 4 CSR 240-2.080(16) for its Application and Motion for Expedited Treatment to the Missouri Public Service Commission ("Commission") states:

Summary

1. This application seeks a determination by the Commission regarding the pending sale of property at KCPL's Johnson County Service Center, 8730 Nieman Road, Overland Park, Kansas (the "Service Center"), to the City of Overland Park, Kansas ("Overland Park"). This sale is occasioned by a road improvement project and the relocation of a public street through KCPL's property. The Service Center supports KCPL customers in Johnson County, Kansas. KCPL is requesting the Commission to (1) determine whether the Commission's approval is necessary, and if so, (2) to approve the sale of the property to Overland Park. KCPL is requesting expedited treatment of this application.

KCPL

2. KCPL is a corporation organized and existing under and by virtue of the laws of the State of Missouri, with its principal office at 1201 Walnut, Kansas City, Missouri 64106-

2124. KCPL's Certificate of Good Standing was provided in Case No. EF-2002-315 and is incorporated herein by reference.

3. KCPL holds Certificates of Convenience and Necessity from the Commission to transact business as an electric public utility in certain areas of the State of Missouri and is principally engaged in the generation, transmission, distribution and sale of electric power and energy.

4. Communications in this matter should be addressed to:

Tim M. Rush
Director Regulatory Affairs
Kansas City Power & Light Company
1201 Walnut
Kansas City, Missouri 64106-2124
Telephone: (816) 556-2344
Telecopy: (816) 556-2110
Email: tim.rush@kcpl.com

Michael A. Rump
Senior Attorney
Great Plains Energy Services
1201 Walnut
Kansas City, Missouri 64106-2124
Telephone: (816) 556-2483
Telecopy: (816) 556-2787
Email: mike.rump@kcpl.com

5. KCPL has heretofore filed with this Commission a certified copy of the Articles of Consolidation under which it was organized and of all amendments thereto.

6. KCP&L has no pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court, which involve customer service or rates, which has occurred within three (3) years of the date of this Application, except as identified on Exhibit 1 hereto. No annual report or assessment fees are overdue.

Sale of Property

7. To the extent necessary, authority is sought pursuant to § 393.190 RSMO, for permission to sell real property to Overland Park. The real property to be sold to Overland Park is a portion of the property used for the Service Center in Johnson County, Kansas. The Service Center site consists of approximately 8.5 acres. KCPL will sell 2.15 acres to Overland Park. A copy of a property plat and legal descriptions of the tracts involved is attached hereto as Exhibit 2. The real property shown and described as "Parcel 1" and the "Right-of-Way Nieman Road Relocated" will be sold to Overland Park. KCPL will retain ownership of the real property shown and described as "Parcel 2" and "Parcel 3". KCPL anticipates selling Parcels 2 and 3 in the future.

8. The Service Center supports KCPL customers in Johnson County, Kansas. Equipment, material and personnel needed to plan, construct, maintain and repair power lines serving customers in Johnson County, Kansas are located at the Service Center. This Service Center does not directly support KCPL customers in the State of Missouri.

9. The sale of this property is necessary due to road improvements planned for 87th Street from Quivira Road to Goddard Street, including portions of I-35 and U.S. Highway 69. These road improvements will result in the relocation of Nieman Road through the Service Center property and will render the site unusable by KCPL. A copy of a diagram showing the relocation of Nieman Road across KCPL's property is attached hereto as Exhibit 3. The Service Center site is highlighted in yellow.

10. A copy of the Commercial Real Estate Sales and Lease-Back Agreement ("Agreement"), entered into by and between KCPL and Overland Park is attached hereto as Exhibit 4.

11. A certified copy of a resolution by KCPL's Board of Directors authorizing the sale of the real property to Overland Park is attached hereto as Exhibit 5.

12. Pursuant to the Commercial Real Estate Sales and Lease-Back Agreement, the sale of the property will close on or about July 1, 2003. KCPL will be allowed to remain in possession of the property without payment of rent, through April 30, 2004.

13. The sale of the real property at the Service Center will not be detrimental to the public interest. KCPL will construct a new Service Center in Lenexa, Kansas. The same personnel and functions located at the present Service Center will be relocated to the new Service Center. The proceeds from the sale of the land to Overland Park will be used in the acquisition of land and construction of the new Service Center. The estimated cost to acquire land and construct the new Service Center is \$6 million. KCPL anticipates that the new Service Center will be completed on or about April 1, 2004. This will allow KCPL to move into the new Service Center and vacate the existing Service Center by April 30, 2004.

14. Overland Park has adopted a Resolution and an Ordinance authorizing the acquisition of KCPL's property through eminent domain proceedings. A copy of the Resolution and Ordinance are attached hereto respectively as Exhibits 6 and 7. In the event KCPL and Overland Park were unable to agree on the sale of the property, Overland Park was ready to initiate an eminent domain action to acquire the property.

15. As reflected in the Commercial Real Estate Sales and Lease-Back Agreement, Overland Park has agreed to the following:

- a. Pay KCPL \$3.5 million for 2.15 acres of land;
- b. To demolish the existing buildings and grade the land to a level, which will accommodate development;

- c. Remediate environmental conditions on the property (primarily removal of underground fuel storage tanks);
- d. Allow KCPL discretion to salvage any personal property and equipment from the Service Center;
- e. Work with KCPL to rezone the remaining 6.5 acres of land to accommodate commercial development;
- f. Allow KCPL to remain in possession of the Service Center through April 30, 2004, without paying rent; and
- g. Reimburse KCPL for a portion of the cost of relocating power lines as a result of the road improvements.

16. In anticipation of negotiations with Overland Park, KCPL secured an appraisal on the value of the land and improvements at the Service Center. The appraised value of the land and improvements was \$3.5 million.

17. The sale of the property will not have any impact on the tax revenues of the State of Missouri or any of its political subdivisions. The sale of the property will not have any impact on payroll tax withholdings to the State of Kansas. Personnel currently working at the Service Center will relocate to the new Service Center to be constructed in Lenexa. There should be no negative impact of sales tax revenue to the State of Kansas, Johnson County or Overland Park, since the collection of sales tax due from the sale of electricity will not change. There will be some property tax reductions for Overland Park and Unified School District No. 512. KCPL estimates these reductions to be \$3,061 and \$19,375 respectively. There will be an increase in property taxes received by the State of Kansas, Johnson County, Johnson County Library, Johnson County Community College, Lenexa and Unified School District No. 233, since the

replacement cost of the new Service Center in Lenexa will have a higher value than the existing Service Center.

Jurisdiction

18. As an electric public utility doing business in Missouri, KCPL is subject to the provisions of Section 393.190 RSMo. Section 393.190.1 RSMo requires Commission approval for the sale of any part of KCPL's "franchise, works or system, necessary or useful in the performance of its duties to the public". The Service Center is necessary or useful in the performance of KCPL's duties to the public, insofar as it supports KCPL customers in Johnson County, Kansas. However, the Service Center does not directly support KCPL customers in the State of Missouri. This case is also unique in that KCPL is not truly disposing of property, but is substituting property as a result of a road project, which impairs the use of the Service Center in its present location. KCPL believes the Commission may reasonably determine that it does not have jurisdiction over the pending sale and find that it is not required to approve the sale. In the interest of keeping the Commission fully informed, KCPL is filing this application. However, this filing should not be construed as an admission by KCPL that Commission approval is required for the sale of property to Overland Park.

Motion for Expedited Treatment

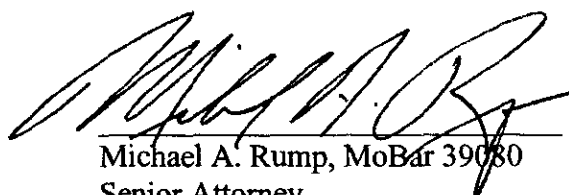
19. Pursuant to 4 CSR 240-2.080(16), KCPL is requesting expedited treatment of this application.

20. KCPL requests approval of the application by July 1, 2003, to accommodate the closing of the sale of the property to Overland Park.

21. Although KCPL and Overland Park have been discussing the sale of KCPL's property for some time, these negotiations came to a standstill in the summer of 2002. The halt

in negotiations was due to uncertainty over the funding of the 87th Street project. KCPL believed that the 87th Street project would be indefinitely postponed due to budget issues with the State of Kansas and resulting reduction in the Kansas Department of Transportation budget. Negotiations resumed in February 2003. KCPL was informed that the 87th Street project was proceeding and that funding requirements would not allow any postponement in the project schedule. Funds for this project are being provided by the United States, State of Kansas, Overland Park and Lenexa. KCPL was advised that funds allocated to this project could be withdrawn if the construction schedule was not met. As a result, this project is moving ahead on an aggressive schedule.

WHEREFORE, KCPL requests that the Commission issue an Order determining whether Commission approval of the sale is necessary, and if it is, authorizing and approving the sale of the real property to the City of Overland Park, Kansas and affording KCPL expedited treatment of this application.

A handwritten signature in black ink, appearing to read "Michael A. Rump", is written over a horizontal line.


Michael A. Rump, MoBar 39080
Senior Attorney
Great Plains Energy Services
1201 Walnut
P.O. Box 418679
Kansas City, Missouri 64141-9679
Telephone: (816) 556-2483
Telecopy: (816) 556-2787

Attorney for Kansas City Power & Light Company

VERIFICATION

State of Missouri)
)
County of Jackson) Ss:

William P. Herdegen, being first duly sworn upon his oath, deposes and states that he is Vice President – Distribution Operations of Kansas City Power & Light Company, that he has read and is familiar with the foregoing application and that the statements therein are true and correct to the best of his knowledge, information and belief.



William P. Herdegen

Subscribed and sworn to before me this 28 day of May 2003.



Notary Public

My Commission Expires: 2/25/06

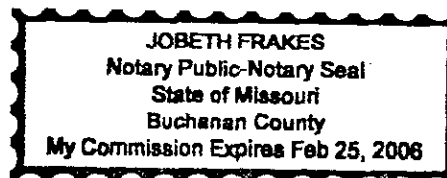


EXHIBIT 1

The following is a list of Applicant's pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this application:

1. GST Appeal of Missouri Public Service Commission Decision; Case No. EC-99-553 in the Circuit Court of Cole County, Missouri; Docket No. 00CV324891; further appealed to the Court of Appeals of the Western District of Missouri by GST.
2. Hawthorn Station Incident Investigation before the Missouri Public Service Commission; Case No. ES-99-581.

Northeast corner
of Lot 8, Sunset Hill

NIEMAN ROAD

PARCEL 2

PARCEL 1

RIGHT OF WAY
NIEMAN ROAD RELOCATED

PARCEL 3

Southeast corner
of Lot 7, Sunset Hill

87TH STREET TERRACE

PENGAD-Bayonne, N. J.

EXHIBIT
2

ITB = S 31°34'20"E
R = 270.84'
Delta = 42°05'08"
Length = 198.84'

ITB = S 30°28'20"E
R = 280.84'
Delta = 43°13'16"
Length = 211.85'

ITB = S 22°54'35"E
R = 375.33'
Delta = 53°13'07"
Length = 348.62'

ITB = S 78°11'43"E
R = 280.21'
Delta = 17°48'38"
Length = 87.04'

ITB = S 73°39'36"E
R = 412.89'
Delta = 37°28'42"
Length = 270.15'

ITB = S 73°39'36"E
R = 402.99'
Delta = 38°38'48"
Length = 278.88'

ITB = S 87°38'24"W
R = 470'
Delta = 8°48'32"
Length = 71.88'

S 87°38'24"W
619.90'

S 87°38'24"W
40.90'

N 88°40'08"E
108.24'

N 87°38'24"E
63.15'

N 87°38'24"E
103.51'

N 87°38'24"E
1.40'

N 87°38'24"E
303.08'

N 87°38'24"E
172.78'

N 87°38'24"E
180.01'

S 73°39'36"E
48.64'

N 73°39'36"W
48.02'

S 73°39'36"E
108.81'

S 73°39'36"E
80.02'

N 73°39'36"W
80.02'

N 78°11'43"W
71.08'

S 87°38'24"E
207.28'

S 87°38'24"E
40.00'

S 87°38'24"E
40.90'

S 87°38'24"E
138.81'

S 87°38'24"E
18.00'

S 87°38'24"E
138.81'

S 87°38'24"E
40.00'

N 87°38'24"E
40.10'

Attachment A

Legal Description
of
Property Requirements

Legal Description: Parcel 1

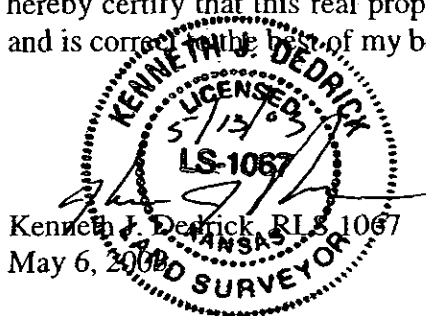
All that part SUNSET HILL, a subdivision of land found in Plat Book 4, at Page 3 in the Register of Deed's Office in Johnson County, Kansas, being a part of the Northwest Quarter of Section 35, Township 12 South, Range 24 East of the Sixth Principal Meridian, City of Overland Park, Johnson County, Kansas, being a portion of Lots 7 and 8 as described in Book 490 at Page 122 and Book 1195 at Page 388 in the Register of Deed's Office in Johnson County, Kansas and being more particularly described as follows:

Commencing at a point 7.620 meters (25.00 feet) West of the Northeast corner of said Lot 8 said point being at the intersection of the North line of said Lot 8 and the West right of way line of Nieman Road as it existed on May 6, 2003; thence South 87 degrees 39 minutes 24 seconds West (this and all following bearings are based on the Kansas State Plane Coordinate System, North Zone) along said North line, a distance of 52.658 meters (172.76 feet), to the **POINT OF BEGINNING**; thence South 32 degrees 03 minutes 32 seconds West, a distance of 54.866 meters (180.01 feet); thence North 73 degrees 39 minutes 36 seconds West, a distance of 14.028 meters (46.02 feet); thence Northwesterly on a curve to the right, tangent to the last described course, having a radius of 85.600 meters (280.84 feet), a central angle of 43 degrees 13 minutes 16 seconds, and a chord bearing of North 52 degrees 02 minutes 58 seconds West, an arc length of 64.572 meters (211.85 feet) to a point on said North line; thence North 87 degrees 39 minutes 24 seconds East along said North line, a distance of 92.380 meters (303.08 feet), to the **POINT OF BEGINNING**.

The above described tract of land contains 2,508.638 square meters (27,002.65 square feet) or 0.620 acres, more or less.

STATE OF KANSAS

I, Kenneth J. Dedrick, being a duly registered and licensed Land Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



Attachment B

**Legal Description
of
Property Requirements**

Legal Description: Parcel 2

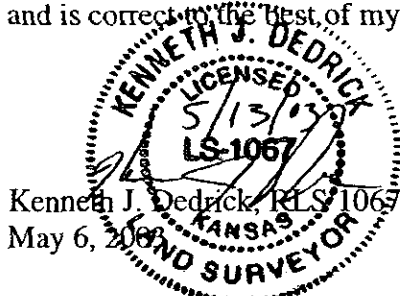
All that part SUNSET HILL, a subdivision of land found in Plat Book 4, at Page 3 in the Register of Deed's Office in Johnson County, Kansas, being a part of the Northwest Quarter of Section 35, Township 12 South, Range 24 East of the Sixth Principal Meridian, City of Overland Park, Johnson County, Kansas, being a portion of Lots 7 and 8 as described in Book 490 at Page 122 and Book 1195 at Page 388 in the Register of Deed's Office in Johnson County, Kansas and being more particularly described as follows:

BEGINNING at a point 7.620 meters (25.00 feet) West of the Northeast corner of said Lot 8 said point being at the intersection of the North line of said Lot 8 and the West right of way line of Nieman Road as it existed on May 6, 2003; thence South 02 degrees 10 minutes 22 seconds East along said West line (this and all following bearings are based on the Kansas State Plane Coordinate System, North Zone), a distance of 103.280 meters (338.84 feet); thence Northwesterly on a non-tangent curve to the left having a radius of 122.832 meters (402.99 feet), a central angle of 39 degrees 38 minutes 49 seconds, and a chord bearing of North 53 degrees 50 minutes 12 seconds West, an arc length of 84.996 meters (278.86 feet); thence North 73 degrees 39 minutes 36 seconds West, a distance of 19.167 meters (62.88 feet); thence North 32 degrees 03 minutes 32 seconds East, a distance of 54.866 meters (180.01 feet) to a point on the North line of said Lot 8; thence North 87 degrees 39 minutes 24 seconds East along said North line, a distance of 52.658 meters (172.76 feet), to the POINT OF BEGINNING.

The above described tract of land contains 4,827.519 square meters (51,962.98 square feet) or 1.193 acres, more or less.

STATE OF KANSAS

I, Kenneth J. Dedrick, being a duly registered and licensed Land Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



Attachment C

Legal Description
of
Property Requirements

Legal Description: Parcel 3

All that part SUNSET HILL, a subdivision of land found in Plat Book 4, at Page 3 in the Register of Deed's Office in Johnson County, Kansas, being a part of the Northwest Quarter of Section 35, Township 12 South, Range 24 East of the Sixth Principal Meridian, City of Overland Park, Johnson County, Kansas, being a portion of Lots 7 and 8 as described in Book 490 at Page 122 and Book 1195 at Page 388 in the Register of Deed's Office in Johnson County, Kansas and being more particularly described as follows:

Commencing at a point 7.620 meters (25.00 feet) West of the Southeast corner of said Lot 7 said point being at the intersection of the extension of the North right of way line of 87th Street Terrace and the extension of the West right of way line of Nieman Road as both existed on May 6, 2003; thence South 87 degrees 39 minutes 24 seconds West (this and all following bearings are based on the Kansas State Plane Coordinate System, North Zone) along said North right of way line, a distance of 12.466 meters (40.90 feet) to the Southwest corner of a tract taken for right of way as found in Volume 1268 at Page 903 and the **POINT OF BEGINNING**; thence continuing South 87 degrees 39 minutes 24 seconds West along said North right of way line, a distance of 191.994 meters (629.90 feet) to the East corner of a tract taken for right of way as found in Volume 1268 at Page 903; thence West and Northwesterly along the North line of said tract, on a curve to the right, tangent to the last described course, having a radius of 143.256 meters (470.00 feet), a central angle of 08 degrees 46 minutes 22 seconds, and a chord bearing of North 87 degrees 57 minutes 20 seconds West, an arc length of 21.934 meters (71.96 feet) to a point on the East line of the West 30.480 meters (100.00 feet) of said Lots 7 and 8; thence North 02 degrees 10 minutes 22 seconds West along said East line, a distance of 140.818 meters (462.00 feet) to a point on the South line of a tract condemned for right of way as found in Book 490 at Page 122; thence North 69 degrees 40 minutes 08 seconds East along said South line, a distance of 32.077 meters (105.24 feet) to a point on the North line of said Lot 8 being the Northeasterly corner of said tract found in Book 490 at Page 122; thence North 87 degrees 39 minutes 24 seconds East along said North line, a distance of 19.248 meters (63.15 feet); thence Southeasterly on a non-tangent curve to the left having a radius of 114.400 meters (375.33 feet), a central angle of 53 degrees 13 minutes 07 seconds, and a chord bearing of South 49 degrees 35 minutes 09 seconds East, an arc length of 106.259 meters (348.62 feet); thence South 76 degrees 11 minutes 43 seconds East, a distance of 34.466 meters (113.08 feet); thence Southeasterly on a curve to the right, tangent to the last described course, having a radius of 85.499 meters (280.51 feet), a central angle of 17 degrees 46 minutes 39 seconds, and a chord bearing of South 67 degrees 18 minutes 24 seconds East, an arc length of 26.528 meters (87.03 feet); thence South 31 degrees 06

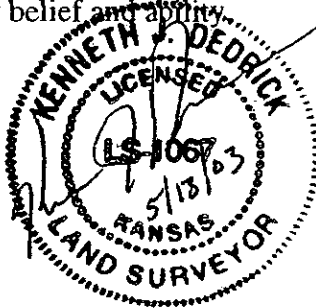
minutes 00 seconds East, a distance of 68.668 meters (225.29 feet) to a point on the Northwesterly line of said tract found in Volume 1268 at Page 903; thence South 39 degrees 23 minutes 35 seconds West along said Northwesterly line, a distance of 2.492 meters (8.18 feet), to the POINT OF BEGINNING.

The above described tract of land contains 20,737.844 square meters (223,219.40 feet) or 5.124 acres, more or less.

STATE OF KANSAS

I, Kenneth J. Dedrick, being a duly registered and licensed Land Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.

Kenneth J. Dedrick, RLS 1067
May 6, 2003



ATTACHMENT D

Legal Description of Property Requirements

Legal Description: Right of Way

All that part SUNSET HILL, a subdivision of land found in Plat Book 4, at Page 3 in the Register of Deed's Office, Johnson County, Kansas, being a part of the Northwest Quarter of Section 35, Township 12 South, Range 24 East of the Sixth Principal Meridian, City of Overland Park, Johnson County, Kansas, also being a portion of Lots 7 and 8 as described in Book 490 at Page 122 and Book 1195 at Page 388 in the Register of Deed's Office, Johnson County, Kansas, more particularly described as follows:

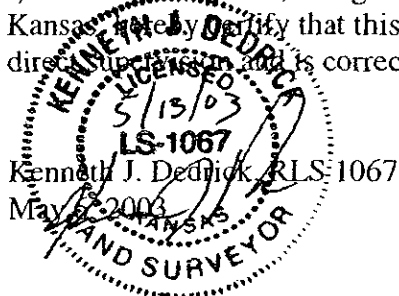
Commencing at a point 7.620 meters (25.00 feet) West of the Southeast corner of said Lot 7 said point being at the intersection of the extension of the North right of way line of 87th Street Terrace and the extension of the West right of way line of Nieman Road as both existed on May 6, 2003; thence North 02 degrees 10 minutes 22 seconds West (this and all following bearings are based on the Kansas State Plane Coordinate System, North Zone) along said West right of way line, a distance of 14.021 meters (46.00 feet) to the Northwesternly line of a tract taken for right of way as found in Volume 1268 at Page 903 and the **POINT OF BEGINNING**; thence South 39 degrees 23 minutes 35 seconds West along said Northwesternly line, a distance of 16.297 meters (53.47 feet); thence North 31 degrees 06 minutes 00 seconds West, a distance of 68.668 meters (225.29 feet); thence Northwesternly on a non-tangent curve to the left having a radius of 85.499 meters (280.51 feet), a central angle of 17 degrees 46 minutes 39 seconds, and a chord bearing of North 67 degrees 18 minutes 24 seconds West, an arc length of 26.528 meters (87.03 feet) to a point of tangency; thence North 76 degrees 11 minutes 43 seconds West, a distance of 34.466 meters (113.08 feet); thence Northwesternly and North on a curve to the right, tangent to the last described course, having a radius of 114.400 meters (375.33 feet), a central angle of 53 degrees 13 minutes 07 seconds, and a chord bearing of North 49 degrees 35 minutes 09 seconds West, an arc length of 106.259 meters (348.62 feet) to a point on the North line of said Lot 8; thence North 87 degrees 39 minutes 24 seconds East along said North line of Lot 8, a distance of 31.549 meters (103.51 feet) to a point

lying 152.658 meters (500.85 feet) West of the Northeast corner of said Lot 8; thence South and Southeast on a non-tangent curve to the left having a radius of 85.600 meters (280.84 feet), a central angle of 43 degrees 13 minutes 16 seconds, and a chord bearing of South 52 degrees 02 minutes 58 seconds East, an arc length of 64.572 meters (211.85 feet) to a point of tangency; thence South 73 degrees 39 minutes 36 seconds East, a distance of 33.195 meters (108.91 feet); thence Southeasterly on a curve to the right, tangent to the last described course, having a radius of 122.832 meters (402.99 feet), a central angle of 39 degrees 38 minutes 49 seconds, and a chord bearing of South 53 degrees 50 minutes 12 seconds East, an arc length of 84.996 meters (278.86 feet) to a point on said West right of way line of Nieman Road; thence South 02 degrees 10 minutes 22 seconds East along said West right of way line, a distance of 35.100 meters (115.16 feet), to the POINT OF BEGINNING.

The above described tract of land contains 6,165.714 square meters (66,366.93 square feet) or 1.532 acres, more or less.

STATE OF KANSAS

I, Kenneth J. Dedrick, being a duly registered and licensed Land Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



ATTACHMENT E

Legal Description of Property Requirements

Legal Description: Parcel 1, Utility Easement

All that part SUNSET HILL, a subdivision of land found in Plat Book 4, at Page 3 in the Register of Deed's Office, Johnson County, Kansas, being a part of the Northwest Quarter of Section 35, Township 12 South, Range 24 East of the Sixth Principal Meridian, City of Overland Park, Johnson County, Kansas, also being a portion of Lots 7 and 8 as described in Book 490 at Page 122 and Book 1195 at Page 388 in the Register of Deed's Office, Johnson County, Kansas, more particularly described as follows:

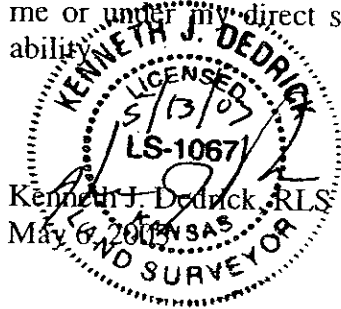
BEGINNING at a point 141.565 meters (464.45 feet) West of the Northeast corner of said Lot 8 thence on Southeasterly on a non-tangent curve to the left having a radius of 82.552 meters (270.84 feet), a central angle of 42 degrees 05 minutes 08 seconds, and a chord bearing of South 52 degrees 37 minutes 02 seconds East (this and all following bearings are based on the Kansas State Plane Coordinate System, North Zone), an arc length of 60.637 meters (198.94 feet) to a point of tangency; thence South 73 degrees 39 minutes 36 seconds East, a distance of 14.885 meters (48.84 feet); thence South 32 degrees 03 minutes 32 seconds West, a distance of 3.166 meters (10.39 feet); thence North 73 degrees 39 minutes 36 seconds West, a distance of 14.028 meters (46.02 feet); thence Northwesterly on a curve to the right, tangent to the last described course, having a radius of 85.600 meters (280.84 feet), a central angle of 43 degrees 13 minutes 16 seconds, and a chord bearing of North 52 degrees 02 minutes 58 seconds West, an arc length of 64.572 meters (211.85 feet) to a point on the North line of said

Lot 8; thence North 87 degrees 39 minutes 24 seconds East along said North line, a distance of 3.474 meters (11.40 feet), to the POINT OF BEGINNING.

The above described tract of land contains 234.887 square meters (2,528.30 square feet) or 0.058 acres, more or less.

STATE OF KANSAS

I, Kenneth J. Dedrick, being a duly registered and licensed Land Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



Kenneth J. Dedrick, RLS 1067

May 6, 2003 KANSAS
NO SURVEYOR

ATTACHMENT F

Legal Description of Property Requirements

Legal Description: Parcel 2, Utility Easement

All that part SUNSET HILL, a subdivision of land found in Plat Book 4, at Page 3 in the Register of Deed's Office in Johnson County, Kansas, being a part of the Northwest Quarter of Section 35, Township 12 South, Range 24 East of the Sixth Principal Meridian, City of Overland Park, Johnson County, Kansas, also being a portion of Lots 7 and 8 as described in Book 490 at Page 122 and Book 1195 at Page 388 in the Register of Deed's Office in Johnson County, Kansas and being more particularly described as follows:

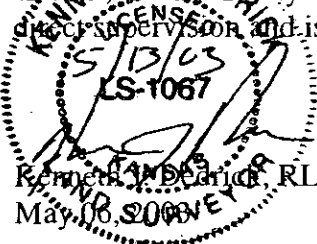
Commencing at a point 7.620 meters (25.00 feet) West of the Southeast corner of said Lot 7 said point being at the intersection of the extension of the North right of way line of 87th Street Terrace and the extension of the West right of way line of Nieman Road as both existed on May 6, 2003; thence North 02 degrees 10 minutes 22 seconds West (this and all following bearings are based on the Kansas State Plane Coordinate System, North Zone) along said West right of way line, a distance of 49.121 meters (161.16 feet), to the **POINT OF BEGINNING**; thence Northwest on a non-tangent curve to the left having a radius of 122.832 meters (402.99 feet), a central angle of 39 degrees 38 minutes 49 seconds, and a chord bearing of North 53 degrees 50 minutes 12 seconds West, an arc length of 84.996 meters (278.86 feet); thence North 73 degrees 39 minutes 36 seconds West, a distance of 19.167 meters (62.88 feet); thence North 32 degrees 03 minutes 32 seconds East, a distance of 3.166 meters (10.39 feet); thence South 73 degrees 39 minutes 36 seconds East, a distance of 18.309 meters (60.07 feet); thence Southeast on a curve to the right, tangent to the last described course, having a radius of 125.880 meters (412.99 feet), a central angle of 37 degrees 28 minutes 42 seconds, and a chord bearing of South 54 degrees 55 minutes 15 seconds East, an arc length of 82.341 meters (270.15 feet) to a point on said West right of way line; thence South 02 degrees 10 minutes 22 seconds East

along said West right of way line, a distance of 5.607 meters (18.40 feet), to the POINT OF BEGINNING.

The above described tract of land contains 312.065 square meters (3,359.04 square feet) or 0.077 acres , more or less.

STATE OF KANSAS

I, Kenneth J. Dedrick, being a duly registered and licensed Land Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.


Kenneth J. Dedrick, RLS 1067
May 06, 2006

WILSON & COMPANY

TRANSMITTAL

14817 W. 95th Street • Lenexa, Kansas 66215 • (913) 492-6365 • Fax (913) 492-0838

DATE: 5/13/03

PROJECT: 87TH & I-35

WCEA FILE NO.: X1450 707.02

TO: P.B.

We Transmit

- ☒ Attached
☐ Under separate cover via _____
☐ In accordance with your request

For Your

- ☐ Approval
☐ Review & Comment
☐ Use
☐ Distribution to parties
☐ Record
☐ Information

The Following

- ☐ Drawings
☐ Specifications
☐ Change Order
☐ Samples
☐ Shop Drawing Prints
☐ Other

Copies Date No. Description

1	5/13/03		TRACT 95 LEGALS

Remarks: PLEASE FORWARD TO MR. MILLER
AT O.P.

Copies To:

FILE

By: 

Non-Scannable Maps

(Can be viewable in the Data Center)

COMMERCIAL REAL ESTATE SALES AND LEASE-BACK AGREEMENT

THIS AGREEMENT is made between Kansas City Power and Light Company, a Missouri corporation ("Seller") and the City of Overland Park, Kansas, a municipal corporation ("Purchaser"). The "Effective Date" of this Agreement shall be the date of final acceptance by the last party to sign this agreement and/or addendum attached hereto.

WITNESSETH:

WHEREAS, Seller is the owner of certain real property, as hereinafter described, situated in the City of Overland Park; and

WHEREAS, Purchaser is interested in acquiring such real property for the improvement of the 87th Street and I-35 interchange; and

WHEREAS, pursuant to K.S.A. 12-101, Purchaser is authorized to purchase real property for its use.

NOW THEREFORE, in consideration of the premises and the covenants herein contained, it is agreed as follows:

I. PURCHASE AND SALE

1.1 Seller hereby agrees to sell and convey, and Purchaser hereby agrees to purchase and pay for, a tract of land and improvements thereon as shown on the attached Exhibit A, and commonly known as 8730 Nieman Road, Overland Park, Johnson County, Kansas, together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets or right-of-way (all of such real property, rights and appurtenances, easements, parking or cross access easements, being hereinafter referred to as the "Property"), for the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth.

1.2 Seller hereby agrees to sell and convey, utilizing the easement form attached as Exhibit B, and Purchaser hereby agrees to purchase and pay for, Temporary Construction Easements necessary for the I-35 and 87th Street interchange improvement.

1.3 Seller hereby agrees to sell and convey, utilizing the easement form attached as Exhibit C, and Purchaser hereby agrees to purchase and pay for, a Utility Easement necessary for the I-35 and 87th Street interchange improvement.



II.
PURCHASE PRICE

2.1 The purchase price for the Property, the Temporary Construction Easements and the Utility Easement shall be Three Million, Five Hundred Thousand and no/100 Dollars (\$3,500,000.00), which includes payment for all costs of relocation, as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (cumulatively, the "Purchase Price"). The Purchase Price shall be paid in cash at the time of closing.

2.2 On the Effective Date of this Agreement, Purchaser shall deposit with the Title Company the sum of five thousand and 00/100 dollars (\$5,000.00) as earnest money ("Earnest Money"). The Earnest Money shall be credited to Purchaser against the Purchase Price at Closing or otherwise distributed according to the terms hereof.

III.
CONDITIONS PRECEDENT TO PURCHASER'S AND SELLER'S OBLIGATIONS

3.1 The obligations of Purchaser and Seller hereunder to consummate the transactions contemplated hereby are contingent upon the satisfaction of each of the conditions precedent contained in this Article III. Any such condition may be waived in whole or in part by the applicable party at or prior to the Closing, but any such waiver shall be in writing signed by the waiving party unless otherwise herein expressly agreed. In the event of failure of any of said conditions, the non-waiving party may cancel this Agreement, with notice from such party to the other party, according to the terms hereof.

3.2 At Closing, all of Seller's and Purchaser's representations and warranties shall be true and correct.

3.3 Seller shall convey to Purchaser by general warranty deed (the "Deed") good and marketable title in fee simple to all the Property, including air and mineral rights thereto, free and clear of any and all liens, encumbrances, easements, and restrictions, except for general real estate taxes for the year of Closing and subsequent years not yet due and payable, and such other exceptions as may be approved by Purchaser pursuant to the terms hereof.

3.4 Seller at Purchaser's expense shall within twenty (20) days after the execution of this Agreement cause to be issued to Purchaser in the full amount of the Purchase Price a current title commitment (the "Title Binder") for an owner's title insurance policy (providing ALTA Form B coverage or equivalent, if available), through Kansas Title Company (the "Title Company") setting forth the state of title of the Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations and other conditions, if any, affecting the Property, together with true, correct and legible copies of all recorded instruments creating or evidencing such matters. In the event any exceptions appear in any such Title Binder other than the standard printed exceptions (which shall be modified in the owner's title policy as specified in Section 4.2.2 hereof),

which are unacceptable to Purchaser, in Purchaser's sole discretion, then Purchaser shall notify Seller in writing of such fact. Seller shall have thirty (30) days to eliminate or modify such unacceptable exceptions to the reasonable satisfaction of Purchaser. In the event Seller shall not eliminate or modify such unacceptable exceptions at or prior to Closing, Purchaser may terminate this Agreement by notice in writing and receive a full refund of the Earnest Money, or Purchaser may accept such title as Seller can deliver. Except as provided in the next sentence hereof, matters described upon such Title Binder and not objected to by Purchaser within 30 days of receipt of Title Binder shall be deemed "Permitted Exceptions." Notwithstanding the foregoing, unless Seller and Purchaser have otherwise expressly agreed to the contrary, no lien (whether voluntary or involuntary) other than the lien securing general real estate taxes and special assessments not yet due and payable, shall be considered a Permitted Exception hereunder and Seller hereby agrees to cause the property to be released from all such liens on or before Closing, whether or not Purchaser objects to same.

3.5 Seller shall cooperate with Purchaser in obtaining, at Purchaser's expense, a current survey of the Property (the "Survey") prepared and certified by a land surveyor duly licensed in the State of Kansas. The Survey shall be staked on the ground and the plat of such Survey shall be to scale accuracy and shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks or other water courses, fences, easements and rights-of-way on or adjacent to the Property, if any, as well as all easements, set-backs, rights-of-way, and other such matters, labeled with recording references to any recorded instruments evidencing or creating the same, and shall contain the surveyor's certification to Purchaser and to the Title Company that it is correct and that there are no discrepancies, conflicts, encroachments, protrusions, overlapping of improvements, easements or rights-of-way (visible or recorded), except as shown, and shall set forth the number of total square feet comprising the property, together with metes and bounds description thereof. The terms "total square feet" (or "total square footage") shall for purposes of this Agreement mean the number of square feet contained in the Property, without exclusion of any land lying within the right-of-way lines of any alley, street or road or similar present or proposed public right-of-way, railroad, creek, river and other water course, or within the boundaries of any easement.

3.6 From and after the date hereof, Purchaser may investigate all aspects of the Property, including without limitation, a due diligence environmental investigation and such other investigations as Purchaser may elect. In this connection, Purchaser or its designated agents may enter upon the Property and conduct such tests which may be deemed advisable by Purchaser or its engineer(s). Within thirty (30) days from the date Purchaser obtains the Survey, the Title Binder and all recorded instruments referred to therein to Purchaser, and Purchaser has received the results of all studies made on the Property, and as a condition to Purchaser's obligations hereunder, Purchaser shall determine whether the Property is suitable for Purchaser's intended use and in all other aspects satisfactory to Purchaser, and in the event Purchaser, in its sole judgment, determines that the Property is not suitable for the use(s) Purchaser intended, or if the Survey should show the Property is not as legally described herein, then Purchaser shall be entitled to terminate this Agreement and receive a full refund of the Earnest Money. Purchaser shall indemnify and hold Seller harmless from and against any mechanics liens

or claims thereof that may be filed or asserted against Seller by the surveyors, contractors, subcontractors and/or materialmen performing such tests and inspections for Purchaser. Purchaser shall indemnify and hold Seller harmless from any claim, suit or damage arising out of Purchaser's entry upon Seller's property to perform the activities contemplated in this paragraph. Purchaser also agrees to restore the Property and/or Seller's personal property to its original condition after the conclusion of any such test or operation contemplated in this paragraph.

3.7 Purchaser's staff will affirmatively support, in writing, rezoning and site development plans of the real estate to be retained by Seller that adjoins the Property to any or all of the following zoning classifications: CP1, CP2, CPO and BP, with the condition that the site plan and building elevations comply with the Seller's ordinances, policies and guidelines.

3.8 Purchaser will reimburse Seller the actual cost, not to exceed \$50,000, for relocation of ~~Distribution Lines~~ located within Purchaser's city boundaries necessitated by this transaction or the improvements to Nieman Road, 87th Street or 69 Highway. ~~For purposes of this Agreement, the term "Distribution Line(s)" shall mean an electricity transmission line of 13 Kv or less.~~ *WPK*

3.9 Purchaser shall have:

3.8.1 paid the costs of environmental remediation of the Property.

3.8.2 graded the real estate retained by Seller that adjoins the Property to developable standards vis-a-vis the final grades of relocated Nieman Road, as shown on the final plans for said Nieman Road.

3.9 Seller shall have:

3.9.1 obtained approval of the transaction contemplated hereunder by Seller's Board of Directors;

3.9.2 obtained release of the Property from the General Mortgage Indenture and Deed of Trust in favor of United Missouri Bank, N.A.; and

3.9.3 obtained, to the extent necessary, approval of this transaction by the Kansas Corporation Commission and/or Missouri Public Service Commission.

IV.

CLOSING, POSSESSION AND LEASE BACK BY SELLER

4.1 Closing shall be completed on or before July 1, 2003, or as extended as needed by Seller to obtain necessary approvals of this transaction (the "Closing"), at the office of the Title Company. Seller shall deliver possession of the Property to Purchaser on April 30, 2004, by 5:00 p.m. Seller understands that Purchaser is allowing Seller to remain on the Property through the Possession Date, but Purchaser in no way guarantees the habitability or condition of the Property and has no obligation to Seller in the event that the

Property becomes uninhabitable or unusable for Seller's purposes prior to the Possession Date, unless the Property becomes uninhabitable or unusable as a result of Purchaser's actions. Seller shall be entitled to possess and occupy the Property according to the terms of this Agreement until the Possession Date at no cost to Seller, such possession and occupancy being part of the consideration hereunder.

4.2 At the Closing, Seller shall:

4.2.1 Deliver to Purchaser a duly executed and acknowledged general warranty deed conveying good and marketable title in fee simple to all of the Property, including all air and mineral rights connected therewith, free and clear of any and all liens, encumbrances, easements, and restrictions, except for general real estate taxes and special assessments for the year of Closing and subsequent years, not yet due and payable, and any Permitted Exceptions.

4.2.2 Unless otherwise expressly set forth herein, deliver to Purchaser an Owner's Title Policy giving ALTA Form B coverage or local equivalent at Purchaser's expense issued through the Title Company, in Purchaser's favor, in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property subject only to the Permitted Exceptions, and the standard printed exceptions contained in the usual form of ALTA Form B Owner's Title Policy; provided however, that the boundary and survey exceptions shall be deleted, to the extent permitted by law (and the Survey shall be updated at Purchaser's expense if required by the Title Company) the exception as to restrictive covenants shall be endorsed "None of Record," and the exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable."

4.3 At the Closing, Purchaser shall pay the Purchase Price, less the Earnest Money, in cash.

4.4 The parties agree that all of the following which become due and accrue during the calendar year in which Seller's warranty deed is delivered shall be prorated between the parties as of the day of Closing and, for all years thereafter, all of the following, to the extent permitted by applicable law, shall be assumed and paid by Purchaser: interest on existing loans to be assumed by Purchaser, all general/state/county/school and municipal real estate taxes, homes association dues and fees, special assessments and any other contractual obligations of Seller to be assumed by Purchaser. If the amount of any item to be prorated for the current year cannot be ascertained from the public record, the amount of the item for the preceding year will be used for the current year's amount. However, if the preceding year's taxes were based on a lesser improved Property, taxes will be computed and prorated based on the preceding year's mill levy at the current assessed value, if ascertainable. The parties agree that if the Property has been reappraised or reclassified within the preceding year and the actual taxes based on the new value are not available, they will agree to a reasonable estimation of the current year's taxes based on the information available on the day of Closing. Seller shall pay all transfer taxes, documentary and recording fees and similar charges imposed

upon the transfer of the Property unless applicable law requires payment of same by Purchaser.

4.5 On the Possession Date, Seller shall deliver to Purchaser exclusive possession of the Property. The Property shall be fully secured and all keys delivered to Purchaser by 5:00 p.m. on the Possession Date.

V.
INSURANCE

5.1 Seller shall purchase and maintain through the Possession Date, a Commercial General Liability Insurance Policy in a minimum amount of \$1,000,000 per occurrence naming the City as an additional insured and shall provide Purchaser with a certificate of insurance evidencing the same.

VI.
INDEMNIFICATION

6.1 Seller agrees to hold harmless, indemnify and defend Purchaser, its employees and elected officials against all liability for injury to persons or damage to property which may occur on or concerning the Property between the Closing and the Possession Date.

VII.
ASSIGNMENT OF AGREEMENT

7.1 Purchaser may not assign this Agreement without Seller's written consent.

VIII.
CONDEMNATION

In the event that any condemnation, partial or total is instigated by any governmental subdivision prior to the Closing of this purchase, then in such event this Agreement shall be terminated and all deposits shall be returned to Purchaser. Purchaser shall disclaim any right to any condemnation proceeds.

IX.
HAZARDOUS WASTE OR SUBSTANCES

9.1 To the best of its knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and regulations of all governmental authorities having jurisdiction with respect to the Property and hereby warrants that to the best of Seller's knowledge no portion of the Property or of any tract in the immediate area of the Property has been used as a site for storage, treatment or disposal of, or been the location of the spill or leakage of any hazardous or noxious substances or petroleum substances and/or any waste or recycled products thereof (as such substances are defined by applicable state or federal regulations as of the date of this Agreement.) Without limitation of the foregoing, Seller has exercised due diligence in determining that the Property and its

owner and/or operators thereon are not (i) currently in violation of any existing, pending or threatened investigation or inquiry by any governmental authority; or (ii) in receipt of any notice of any liability under any applicable laws pertaining to health or the environment, including, without limitation, the Superfund Amendments and Reauthorization Act of 1986, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 USC 9601 et seq.) and the Solid Waste Disposal Act, as amended (42 USC 6901 et seq.); or (iii) subject to any pending or prior litigation concerning the Property of which Seller has actual or constructive notice. Seller agrees to assign to Purchaser any rights Seller may have under any pre-existing comprehensive liability insurance policies that may not exclude environmental matters, if any claim against Purchaser shall be forthcoming as the result of any existing environmental condition on the Property.

X.
DISCLOSURE

10.1 Seller acknowledges that this transaction has not been negotiated or facilitated by a realtor, and no commission is to be paid therefor. Seller and Purchaser each agree to indemnify and hold the other party harmless against and from any claimed real estate commission or finder's fee asserted against the indemnifying party as a result of this transaction.

XI.
CONDITION OF THE PROPERTY

11.1 Subject to the provisions of Section 3.9 of this Agreement, Seller shall maintain the Property in its present condition through the Possession Date. Seller shall advise Purchaser of any substantial change in the condition of the Property prior to the Possession Date.

XII.
UTILITIES/MAINTENANCE/CASUALTY LOSS

12.1 Seller agrees to leave all utilities on until the Possession Date unless otherwise agreed. Subject to the provisions of Section 3.9 of this Agreement, Seller agrees to perform ordinary and necessary maintenance, upkeep and repair to the Property and to keep the improvements on the Property fully insured until delivery of Seller's deed to Purchaser. If before delivery of the deed to Purchaser, improvements on the Property are damaged or destroyed by fire or other causes including those that could be covered by fire and extended coverage insurance, the parties agree that the risk of that damage or destruction shall be borne in the following manner. If the damage is minor, Seller shall upon request of Purchaser repair or replace the Property, if the work can be completed before the Closing Date. If the damage is substantial, Seller shall notify Purchaser in writing and Purchaser may enforce or cancel this Agreement by written notice to Seller after receiving notice of the damage or destruction of the Property. If Purchaser elects to enforce this Agreement, the Purchase Price shall not be reduced and the Property shall be conveyed in its existing condition at the time, provided Seller shall credit Purchaser the

insurance deductible and assign Seller's fire and extended coverage proceeds to Purchaser at closing.

XIII.
DEFAULT AND REMEDIES

13.1 Seller or Purchaser shall be in default under this Agreement, if either fails to comply with any material covenant, agreement, or obligation within the time limits required by this Agreement. Following a default by either Seller or Purchaser, the parties may pursue any remedies or damages available to them at law or in equity.

XIV.
MISCELLANEOUS

14.1 Seller shall have the right, until the Possession Date, to salvage and retain any or all personal property and equipment located on the Property

14.2 This Agreement embodies the entire agreement between the parties and cannot be varied except by the written agreement of the parties.

14.3 Time is of the essence of this Agreement.

14.4 Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set opposite the signature of such party hereto.

14.5 All of the terms and conditions of this Agreement are hereby made binding on the executors, heirs, administrators, successors and permitted assigns of both parties hereto.

14.6 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

14.7 The captions used in connection with articles of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language of this Agreement.

14.8 This Agreement shall be construed and governed by the laws of the State of Kansas.


14.9 Following Closing, Seller and Purchaser shall remain liable to perform all of their respective obligations herein set forth and not performed on or before Closing and such obligations shall not "merge" into documents and other instruments delivered at Closing by operation of law or otherwise. Likewise, all representations and warranties set forth in this Agreement shall survive Closing.

14.10 Seller represents and warrants to Purchaser that there are no parties in possession of any portion of the Property as lessees, tenants at sufferance or trespassers, the Property is not the subject of any executory contract of sale, or other agreement to sell the Property to a third party.

14.11 Purchaser agrees that in the event this Agreement is terminated by Purchaser as a matter of Purchaser's rights under this Agreement, then in such event any surveys, core drilling reports, soil sample reports or any other information obtained as a part of Purchaser's due diligence or as a result of tests performed under Article III hereof, shall become the property of Seller.

EXECUTED this 16 day of May, 2003, by Seller.

KANSAS CITY POWER & LIGHT
COMPANY, INC.


William P. Herdegen
Vice President-Distribution Operations

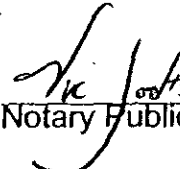
CORPORATE ACKNOWLEDGMENT

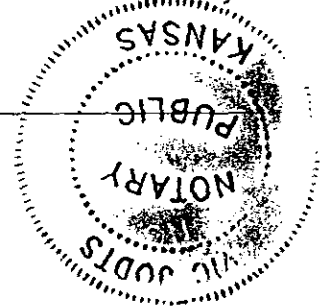
STATE OF MISSOURI }
COUNTY OF JACKSON } ss. t

Be it remembered, that on this 16 day of May, 2003, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William P. Herdegen, Vice President-Distribution Operations for Kansas City Power and Light Company, Incorporated, a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation and such persons duly acknowledged the execution of the same to be the act and deed of said Corporation.

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

VC J0013
Notary Public - Notary Seal
State of Kansas
Commissioned in Jackson County
My Commission Expires 8/22/05


Notary Public

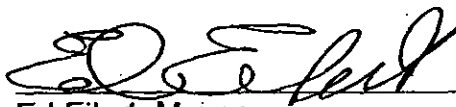


My Appointment Expires:

8/22/05

EXECUTED this 19th day of May, 2003, by Purchaser.

THE CITY OF OVERLAND PARK


Ed Eilert, Mayor

APPROVED AS TO FORM:


Senior Assistant City Attorney




Marian Cook, City Clerk

Exhibit A

Kansas Warranty Deed

This Indenture, Made this _____ day of May, 2003 by and between Kansas City Power and Light Company, Incorporated, of Jackson County, in the State of Missouri, party pf the first part, and the City of Overland Park, Johnson County, in the State of Kansas, party of the second part.

Witnesseth: that party of the first part, in consideration of the sum of One Thousand and Zero One-Hundredths Dollars (\$1000), the receipt and sufficiency of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey unto the party of the second part, its successors and assigns, all the following described real estate, situated in the County of Johnson, State of Kansas, to-wit:

See Attachment A and D

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And party of the first part does hereby covenant, promise and agree to and with party of the second part, that at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates judgments, taxes, assessments and incumbrances, of what nature or kind soever and that they will warrant and forever defend the same unto the party of the second part, its successors and assigns, against the parties of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Kansas City Power and Light Company, Inc.
By: William P. Herdegen
Vice President-Distribution Operations

CORPORATE ACKNOWLEDGMENT

STATE OF MISSOURI }
COUNTY OF JACKSON } ss. t

Be it remembered, that on this ____ day of May, 2003, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William P. Herdegen, Vice President-Distribution Operations for Kansas City Power and Light Company, Incorporated, a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation and such persons duly acknowledged the execution of the same to be the act and deed of said Corporation.

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

Notary Public

My Appointment Expires:

Attachment A

Legal Description
of
Property Requirements

Legal Description: Parcel 1

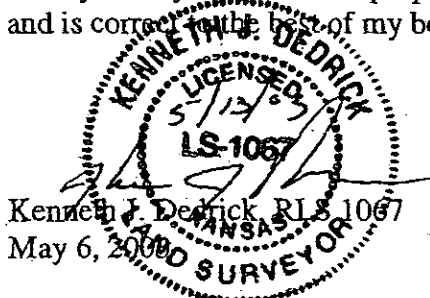
All that part SUNSET HILL, a subdivision of land found in Plat Book 4, at Page 3 in the Register of Deed's Office in Johnson County, Kansas, being a part of the Northwest Quarter of Section 35, Township 12 South, Range 24 East of the Sixth Principal Meridian, City of Overland Park, Johnson County, Kansas, being a portion of Lots 7 and 8 as described in Book 490 at Page 122 and Book 1195 at Page 388 in the Register of Deed's Office in Johnson County, Kansas and being more particularly described as follows:

Commencing at a point 7.620 meters (25.00 feet) West of the Northeast corner of said Lot 8 said point being at the intersection of the North line of said Lot 8 and the West right of way line of Nieman Road as it existed on May 6, 2003; thence South 87 degrees 39 minutes 24 seconds West (this and all following bearings are based on the Kansas State Plane Coordinate System, North Zone) along said North line, a distance of 52.658 meters (172.76 feet), to the **POINT OF BEGINNING**; thence South 32 degrees 03 minutes 32 seconds West, a distance of 54.866 meters (180.01 feet); thence North 73 degrees 39 minutes 36 seconds West, a distance of 14.028 meters (46.02 feet); thence Northwesterly on a curve to the right, tangent to the last described course, having a radius of 85.600 meters (280.84 feet), a central angle of 43 degrees 13 minutes 16 seconds, and a chord bearing of North 52 degrees 02 minutes 58 seconds West, an arc length of 64.572 meters (211.85 feet) to a point on said North line; thence North 87 degrees 39 minutes 24 seconds East along said North line, a distance of 92.380 meters (303.08 feet), to the **POINT OF BEGINNING**.

The above described tract of land contains 2,508.638 square meters (27,002.65 square feet) or 0.620 acres, more or less.

STATE OF KANSAS

I, Kenneth J. Dedrick, being a duly registered and licensed Land Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



ATTACHMENT D

Legal Description of Property Requirements

Legal Description: Right of Way

All that part SUNSET HILL, a subdivision of land found in Plat Book 4, at Page 3 in the Register of Deed's Office, Johnson County, Kansas, being a part of the Northwest Quarter of Section 35, Township 12 South, Range 24 East of the Sixth Principal Meridian, City of Overland Park, Johnson County, Kansas, also being a portion of Lots 7 and 8 as described in Book 490 at Page 122 and Book 1195 at Page 388 in the Register of Deed's Office, Johnson County, Kansas, more particularly described as follows:

Commencing at a point 7.620 meters (25.00 feet) West of the Southeast corner of said Lot 7 said point being at the intersection of the extension of the North right of way line of 87th Street Terrace and the extension of the West right of way line of Nieman Road as both existed on May 6, 2003; thence North 02 degrees 10 minutes 22 seconds West (this and all following bearings are based on the Kansas State Plane Coordinate System, North Zone) along said West right of way line, a distance of 14.021 meters (46.00 feet) to the Northwestern line of a tract taken for right of way as found in Volume 1268 at Page 903 and the **POINT OF BEGINNING**; thence South 39 degrees 23 minutes 35 seconds West along said Northwestern line, a distance of 16.297 meters (53.47 feet); thence North 31 degrees 06 minutes 00 seconds West, a distance of 68.668 meters (225.29 feet); thence Northwesterly on a non-tangent curve to the left having a radius of 85.499 meters (280.51 feet), a central angle of 17 degrees 46 minutes 39 seconds, and a chord bearing of North 67 degrees 18 minutes 24 seconds West, an arc length of 26.528 meters (87.03 feet) to a point of tangency; thence North 76 degrees 11 minutes 43 seconds West, a distance of 34.466 meters (113.08 feet); thence Northwesterly and North on a curve to the right, tangent to the last described course, having a radius of 114.400 meters (375.33 feet), a central angle of 53 degrees 13 minutes 07 seconds, and a chord bearing of North 49 degrees 35 minutes 09 seconds West, an arc length of 106.259 meters (348.62 feet) to a point on the North line of said Lot 8; thence North 87 degrees 39 minutes 24 seconds East along said North line of Lot 8, a distance of 31.549 meters (103.51 feet) to a point

lying 152.658 meters (500.85 feet) West of the Northeast corner of said Lot 8; thence South and Southeast on a non-tangent curve to the left having a radius of 85.600 meters (280.84 feet), a central angle of 43 degrees 13 minutes 16 seconds, and a chord bearing of South 52 degrees 02 minutes 58 seconds East, an arc length of 64.572 meters (211.85 feet) to a point of tangency; thence South 73 degrees 39 minutes 36 seconds East, a distance of 33.195 meters (108.91 feet); thence Southeasterly on a curve to the right, tangent to the last described course, having a radius of 122.832 meters (402.99 feet), a central angle of 39 degrees 38 minutes 49 seconds, and a chord bearing of South 53 degrees 50 minutes 12 seconds East, an arc length of 84.996 meters (278.86 feet) to a point on said West right of way line of Nieman Road; thence South 02 degrees 10 minutes 22 seconds East along said West right of way line, a distance of 35.100 meters (115.16 feet), to the POINT OF BEGINNING.

The above described tract of land contains 6,165.714 square meters (66,366.93 square feet) or 1.532 acres, more or less.

STATE OF KANSAS

I, Kenneth J. Dedrick, being a duly registered and licensed Land Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.

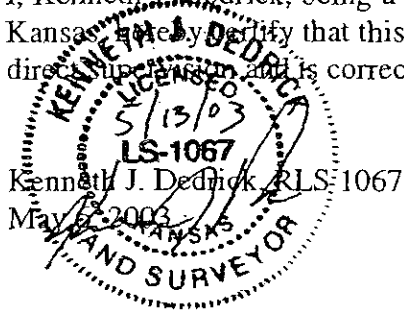


Exhibit B

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENT, that **Kansas City Power and Light Company, a Missouri Corporation**, hereinafter the Grantor, for the sum of **\$10.00** Dollars and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, does grant to the **CITY OF OVERLAND PARK**, a municipal corporation in the County of Johnson, State of Kansas, hereinafter the **Grantee**, its successors and assigns, a Temporary Construction Easement over, under and through the following described real estate, to wit:

See Attachment B and Attachment C

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting KDOT Project No. 35-46 K-8261-01, 87th & I-35 Interchange Improvements as shown by the plans of the proposed improvement. Grading within the temporary construction easement may result in a grade change. This Temporary Construction Easement includes the right of ingress and egress over and through the above-described real estate.

This Temporary Construction Easement shall commence upon the date listed below and shall expire 24 months after completion of construction.

Grantor does hereby waive and release **Grantee** from any and all claims for damages or compensation either now or in the future arising by reason of the use of the real estate described for the purposes herein described.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantor and **Grantee**, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and **Grantee**.

TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the party above named has executed this easement this ___ day of May, 2003.

Kansas City Power and Light Company, Inc.
William P. Herdegen
Vice President-Distribution Operations

CORPORATE ACKNOWLEDGMENT

STATE OF MISSOURI }
COUNTY OF JACKSON } ss. t

Be it remembered, that on this ____ day of May, 2003, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William P. Herdegen, Vice President-Distribution Operations for Kansas City Power and Light Company, Incorporated, a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation and such persons duly acknowledged the execution of the same to be the act and deed of said Corporation.

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

Notary Public

My Appointment Expires:

Attachment B

Legal Description
of
Property Requirements

Legal Description: Parcel 2

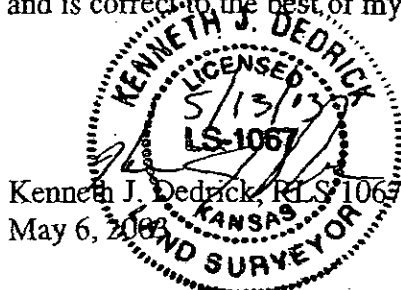
All that part SUNSET HILL, a subdivision of land found in Plat Book 4, at Page 3 in the Register of Deed's Office in Johnson County, Kansas, being a part of the Northwest Quarter of Section 35, Township 12 South, Range 24 East of the Sixth Principal Meridian, City of Overland Park, Johnson County, Kansas, being a portion of Lots 7 and 8 as described in Book 490 at Page 122 and Book 1195 at Page 388 in the Register of Deed's Office in Johnson County, Kansas and being more particularly described as follows:

BEGINNING at a point 7.620 meters (25.00 feet) West of the Northeast corner of said Lot 8 said point being at the intersection of the North line of said Lot 8 and the West right of way line of Nieman Road as it existed on May 6, 2003; thence South 02 degrees 10 minutes 22 seconds East along said West line (this and all following bearings are based on the Kansas State Plane Coordinate System, North Zone), a distance of 103.280 meters (338.84 feet); thence Northwesterly on a non-tangent curve to the left having a radius of 122.832 meters (402.99 feet), a central angle of 39 degrees 38 minutes 49 seconds, and a chord bearing of North 53 degrees 50 minutes 12 seconds West, an arc length of 84.996 meters (278.86 feet); thence North 73 degrees 39 minutes 36 seconds West, a distance of 19.167 meters (62.88 feet); thence North 32 degrees 03 minutes 32 seconds East, a distance of 54.866 meters (180.01 feet) to a point on the North line of said Lot 8; thence North 87 degrees 39 minutes 24 seconds East along said North line, a distance of 52.658 meters (172.76 feet), to the POINT OF BEGINNING.

The above described tract of land contains 4,827.519 square meters (51,962.98 square feet) or 1.193 acres, more or less.

STATE OF KANSAS

I, Kenneth J. Dedrick, being a duly registered and licensed Land Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



Attachment C

Legal Description of Property Requirements

Legal Description: Parcel 3

All that part SUNSET HILL, a subdivision of land found in Plat Book 4, at Page 3 in the Register of Deed's Office in Johnson County, Kansas, being a part of the Northwest Quarter of Section 35, Township 12 South, Range 24 East of the Sixth Principal Meridian, City of Overland Park, Johnson County, Kansas, being a portion of Lots 7 and 8 as described in Book 490 at Page 122 and Book 1195 at Page 388 in the Register of Deed's Office in Johnson County, Kansas and being more particularly described as follows:

Commencing at a point 7.620 meters (25.00 feet) West of the Southeast corner of said Lot 7 said point being at the intersection of the extension of the North right of way line of 87th Street Terrace and the extension of the West right of way line of Nieman Road as both existed on May 6, 2003; thence South 87 degrees 39 minutes 24 seconds West (this and all following bearings are based on the Kansas State Plane Coordinate System, North Zone) along said North right of way line, a distance of 12.466 meters (40.90 feet) to the Southwest corner of a tract taken for right of way as found in Volume 1268 at Page 903 and the **POINT OF BEGINNING**; thence continuing South 87 degrees 39 minutes 24 seconds West along said North right of way line, a distance of 191.994 meters (629.90 feet) to the East corner of a tract taken for right of way as found in Volume 1268 at Page 903; thence West and Northwesterly along the North line of said tract, on a curve to the right, tangent to the last described course, having a radius of 143.256 meters (470.00 feet), a central angle of 08 degrees 46 minutes 22 seconds, and a chord bearing of North 87 degrees 57 minutes 20 seconds West, an arc length of 21.934 meters (71.96 feet) to a point on the East line of the West 30.480 meters (100.00 feet) of said Lots 7 and 8; thence North 02 degrees 10 minutes 22 seconds West along said East line, a distance of 140.818 meters (462.00 feet) to a point on the South line of a tract condemned for right of way as found in Book 490 at Page 122; thence North 69 degrees 40 minutes 08 seconds East along said South line, a distance of 32.077 meters (105.24 feet) to a point on the North line of said Lot 8 being the Northeasterly corner of said tract found in Book 490 at Page 122; thence North 87 degrees 39 minutes 24 seconds East along said North line, a distance of 19.248 meters (63.15 feet); thence Southeasterly on a non-tangent curve to the left having a radius of 114.400 meters (375.33 feet), a central angle of 53 degrees 13 minutes 07 seconds, and a chord bearing of South 49 degrees 35 minutes 09 seconds East, an arc length of 106.259 meters (348.62 feet); thence South 76 degrees 11 minutes 43 seconds East, a distance of 34.466 meters (113.08 feet); thence Southeasterly on a curve to the right, tangent to the last described course, having a radius of 85.499 meters (280.51 feet), a central angle of 17 degrees 46 minutes 39 seconds, and a chord bearing of South 67 degrees 18 minutes 24 seconds East, an arc length of 26.528 meters (87.03 feet); thence South 31 degrees 06

minutes 00 seconds East, a distance of 68.668 meters (225.29 feet) to a point on the Northwesterly line of said tract found in Volume 1268 at Page 903; thence South 39 degrees 23 minutes 35 seconds West along said Northwesterly line, a distance of 2.492 meters (8.18 feet), to the POINT OF BEGINNING.

The above described tract of land contains 20,737.844 square meters (223,219.40 feet) or 5.124 acres, more or less.

STATE OF KANSAS

I, Kenneth J. Dedrick, being a duly registered and licensed Land Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.

Kenneth J. Dedrick, RLS 1067
May 6, 2003

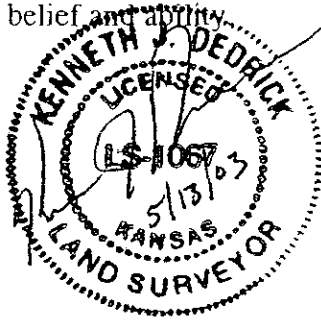


Exhibit C

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENT THAT **Kansas City Power and Light Company, a Missouri Corporation**, hereinafter the Grantor, in consideration of the sum of **\$10.00** Dollars and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, does hereby grant to the **CITY OF OVERLAND PARK**, a municipal corporation in the County of Johnson, State of Kansas, hereinafter the **Grantee**, its successors and assigns, forever a perpetual easement over, under and through the following described real estate for the purpose of entering upon, locating, constructing and maintaining, or authorizing the location, construction, or maintenance, and use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, traffic signal and streetlighting facilities, ducts, cables, etc., including the right to clean, repair, replace and care for said facilities, together with the right of access to the easement and over the easement for these purposes, to wit:

See Attachment F

THIS DEED OF EASEMENT is executed and delivered and the easement is granted upon the following conditions:

1. The Grantor, its/his/her heirs, executors, administrators, successors and assigns, hereby releases the **Grantee**, its agents and employees, assigns and successor from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of said utilities, **PROVIDED** the **Grantee**, its agents and employees, assigns and successors shall, as soon as practicable, after construction of said utilities and all subsequent alterations and repairs thereto, restore all property of the Grantor to a neat and presentable condition.
2. It is understood by the Grantor that the utilities constructed hereunder shall, in every respect be a public utility as if laid in one of the dedicated streets of the **Grantee**, and all property abutting thereon shall have the right to connect therewith under the same conditions as if the utilities were in a public street; and the **Grantee**, or any abutting property owners, upon permit from the **Grantee** herein, shall have the right at all times to enter upon the described premises for the purpose of making any necessary repair to or renewals for replacements of the utilities.
3. The rights granted herein shall not be construed to interfere with or restrict the Grantor, its/his/her heirs, executors, administrators, successors and assigns from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the

use and maintenance of the utilities.

THIS EASEMENT shall apply to all interests now owned or hereafter acquired to the above-described property, shall run with the land, and shall be filed in the Office of the Johnson County Register of Deeds.

DATED this _____ day of May, 2003.

Kansas City Power and Light Company, Inc.
William P. Herdeggen
Vice President-Distribution Operations

CORPORATE ACKNOWLEDGMENT

STATE OF MISSOURI }
COUNTY OF JACKSON } ss. t

Be it remembered, that on this ____ day of May, 2003, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William P. Herdeggen, Vice President-Distribution Operations for Kansas City Power and Light Company, Incorporated, a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation and such persons duly acknowledged the execution of the same to be the act and deed of said Corporation.

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

Notary Public

My Appointment Expires:

ATTACHMENT F

Legal Description of Property Requirements

Legal Description: Parcel 2, Utility Easement

All that part SUNSET HILL, a subdivision of land found in Plat Book 4, at Page 3 in the Register of Deed's Office in Johnson County, Kansas, being a part of the Northwest Quarter of Section 35, Township 12 South, Range 24 East of the Sixth Principal Meridian, City of Overland Park, Johnson County, Kansas, also being a portion of Lots 7 and 8 as described in Book 490 at Page 122 and Book 1195 at Page 388 in the Register of Deed's Office in Johnson County, Kansas and being more particularly described as follows:

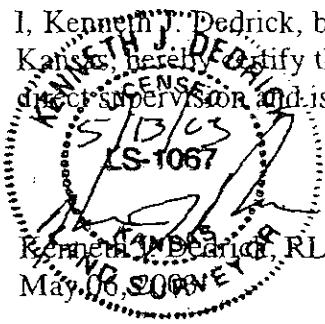
Commencing at a point 7.620 meters (25.00 feet) West of the Southeast corner of said Lot 7 said point being at the intersection of the extension of the North right of way line of 87th Street Terrace and the extension of the West right of way line of Nieman Road as both existed on May 6, 2003; thence North 02 degrees 10 minutes 22 seconds West (this and all following bearings are based on the Kansas State Plane Coordinate System, North Zone) along said West right of way line, a distance of 49.121 meters (161.16 feet), to the **POINT OF BEGINNING**; thence Northwest on a non-tangent curve to the left having a radius of 122.832 meters (402.99 feet), a central angle of 39 degrees 38 minutes 49 seconds, and a chord bearing of North 53 degrees 50 minutes 12 seconds West, an arc length of 84.996 meters (278.86 feet); thence North 73 degrees 39 minutes 36 seconds West, a distance of 19.167 meters (62.88 feet); thence North 32 degrees 03 minutes 32 seconds East, a distance of 3.166 meters (10.39 feet); thence South 73 degrees 39 minutes 36 seconds East, a distance of 18.309 meters (60.07 feet); thence Southeast on a curve to the right, tangent to the last described course, having a radius of 125.880 meters (412.99 feet), a central angle of 37 degrees 28 minutes 42 seconds, and a chord bearing of South 54 degrees 55 minutes 15 seconds East, an arc length of 82.341 meters (270.15 feet) to a point on said West right of way line; thence South 02 degrees 10 minutes 22 seconds East

along said West right of way line, a distance of 5.607 meters (18.40 feet), to the POINT OF BEGINNING.

The above described tract of land contains 312.065 square meters (3,359.04 square feet) or 0.077 acres , more or less.

STATE OF KANSAS

I, Kenneth J. Dedrick, being a duly registered and licensed Land Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision, and is correct to the best of my belief and ability.

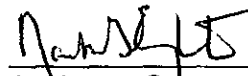


Kenneth J. Dedrick, RLS 1067
May 13, 2003

KANSAS CITY POWER & LIGHT COMPANY
CERTIFICATE OF SECRETARY

I, Mark G. English, Assistant Secretary of Kansas City Power & Light Company (the "Company"), do hereby certify that attached hereto is a true and correct copy of an excerpt from the minutes of the meeting of the Board of Directors of said Company duly convened and held on May 6, 2003, at which meeting a quorum for the transaction of business was present and acting throughout; that set forth in said excerpt is a true and correct copy of a certain resolution duly adopted at said meeting, which resolution has not been amended nor rescinded and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company as of this 27th day of May 2003.



Assistant Secretary
Kansas City Power & Light Company

(SEAL)



EXCERPT FROM MINUTES OF
KANSAS CITY POWER & LIGHT COMPANY
BOARD MEETING HELD
MAY 6, 2003

RESOLVED, that the Board of Directors of Kansas City Power & Light Company hereby authorizes the sale by the Company of approximately two (2) acres of real property located in Johnson County, Kansas, (the Johnson County Service Center) to the City of Overland Park, Kansas for approximately \$3.5 million.

FURTHER RESOLVED, that the officers of this Company be, and they hereby are, authorized to do, or cause to be done, all acts and things necessary or appropriate on the part of the Company to carry out the intent of these resolutions and to consummate the sale of said property, including the execution and delivery by the president or any vice president and the secretary or any assistant secretary of this Company of the deed conveying the above-described property to the purchaser.

FURTHER RESOLVED, that UMB Bank, n.a., Trustee under the General Mortgage Indenture and Deed of Trust dated as of December 1, 1986, as supplemented, be requested to release the above-described property from the lien of the Indenture.

FURTHER RESOLVED, that said Trustee be further requested to execute an appropriate instrument or instruments of release with respect to the aforesaid property and to deliver the same to or upon the order of the president or any vice president of the Company.

RESOLUTION NO. 3319

A RESOLUTION DECLARING IT NECESSARY TO APPROPRIATE PRIVATE PROPERTY FOR THE USE OF THE CITY OF OVERLAND PARK, KANSAS, FOR THE IMPROVEMENT OF A MAIN TRAFFICWAY - 87TH STREET FROM QUIVIRA ROAD TO GODDARD STREET INCLUDING PORTIONS OF THE INTERSTATE 35 AND U.S. HIGHWAY 69 INTERCHANGES.

WHEREAS, the City of Overland Park, Kansas, has heretofore authorized and directed the following described improvement:

87th Street will be reconstructed from four to six thru lanes from Quivira Road to Larsen Street. Dual left turn lanes and right turn lanes will be constructed at required locations. Nieman Road will be realigned from 410 meters south of 87th Street to 87th Street. A single point urban interchange at I-35 and 87th Street will be constructed. The I-35 East Frontage Road will be reconstructed adjacent to the I-35 single point urban interchange. At U.S. Highway 69, construction will include reconstruction of the ramp from westbound 87th Street to southbound U.S. Highway 69 and construction of a new ramp from eastbound 87th Street to southbound U.S. Highway 69. The project will also include construction of bridges, storm sewers, street lighting, traffic signals, sidewalks, retaining walls, restoration, and other items incidental to the street construction

by the adoption of Ordinance No. MTI-2359 on the 6th day of May, 2002.

WHEREAS, it is necessary to acquire private property for the construction of the improvements.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Overland Park, Kansas:

1. It is hereby declared necessary to acquire private property for the use of the City of Overland Park, Kansas, for the following described improvements:

87th Street will be reconstructed from four to six thru lanes from Quivira Road to Larsen Street. Dual left turn lanes and right turn lanes will be constructed at required locations. Nieman Road will be realigned from 410 meters south of 87th Street to 87th Street. A single point urban interchange at I-35 and 87th Street will be



constructed. The I-35 East Frontage Road will be reconstructed adjacent to the I-35 single point urban interchange. At U.S. Highway 69, construction will include reconstruction of the ramp from westbound 87th Street to southbound U.S. Highway 69 and construction of a new ramp from eastbound 87th Street to southbound U.S. Highway 69. The project will also include construction of bridges, storm sewers, street lighting, traffic signals, sidewalks, retaining walls, restoration, and other items incidental to the street construction.

2. It is hereby authorized and directed that a survey and description of the lands or interests therein to be acquired be made by the Parsons Brinkerhoff Quade and Douglas, Inc., and filed with the City Clerk of the City of Overland Park, Kansas.

3. This Resolution shall take effect and be in force from and after its publication in *The Overland Park Sun*, an official City newspaper.

ADOPTED by the Governing Body of the City of Overland Park, Kansas, this 3rd day of March, 2003.

(s) Ed Eilert

Ed Eilert, Mayor

ATTEST:

(s) Marian Cook

Marian Cook, City Clerk

APPROVED AS TO FORM:

(s) Jane Neff-Brain

Jane Neff-Brain

Senior Assistant City Attorney

ORDINANCE NO. CON-2425

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF LANDS OR INTERESTS THEREIN BY CONDEMNATION FOR THE IMPROVEMENT OF A MAIN TRAFFICWAY - 87TH STREET FROM QUIVIRA ROAD TO GODDARD STREET INCLUDING PORTIONS OF THE INTERSTATE 35 AND U.S. HIGHWAY 69 INTERCHANGES.

WHEREAS, the Governing Body of the City of Overland Park, Kansas, did by Resolution No. 3319, declare the necessity for, and authorize a survey and description of lands to be condemned by the City for the following improvement:

87th Street will be reconstructed from four to six thru lanes from Quivira Road to Larsen Street. Dual left turn lanes and right turn lanes will be constructed at required locations. Nieman Road will be realigned from 410 meters south of 87th Street to 87th Street. A single point urban interchange at I-35 and 87th Street will be constructed. The I-35 East Frontage Road will be reconstructed adjacent to the I-35 single point urban interchange. At U.S. Highway 69, construction will include reconstruction of the ramp from westbound 87th Street to southbound U.S. Highway 69 and construction of a new ramp from eastbound 87th Street to southbound U.S. Highway 69. The project will also include construction of bridges, storm sewers, street lighting, traffic signals, sidewalks, retaining walls, restoration, and other items incidental to the street construction; and

WHEREAS, said survey and description was filed with the City Clerk of the City of Overland Park, Kansas, on the 28th day of February, 2003.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OVERLAND PARK, KANSAS:

SECTION 1. It is hereby authorized and provided that the lands herein described be acquired for the following improvement:

87th Street will be reconstructed from four to six thru lanes from Quivira Road to Larsen Street. Dual left turn lanes and right turn lanes will be constructed at required locations. Nieman Road will be realigned from 410 meters south of 87th Street to 87th Street. A single point urban interchange at I-35 and 87th Street will be constructed. The I-35 East Frontage Road will be reconstructed adjacent to the I-35 single point urban interchange. At U.S. Highway 69, construction will include reconstruction of the ramp from westbound 87th Street to southbound U.S. Highway 69 and construction of a new ramp from eastbound 87th Street to southbound U.S. Highway 69. The project will also include construction of bridges, storm sewers, street lighting, traffic signals, sidewalks, retaining walls, restoration, and other items incidental to the street construction; to wit



All of Lots 7 and 8, SUNSET HILL, a subdivision of land in Johnson County, Kansas, except the West 100 feet thereof (but including the right-of-way reserved by parties of the first part in the deed by which said West 100 feet was conveyed by them to L. and M., Inc. on January 29, 1959, as appears in said deed filed February 2, 1959, as Instrument No. 568760 in the Office of the Register of Deeds of Johnson County, Kansas, and there-recorded in Book 437 of Deeds at Page 587) and except that portion of said real estate described as beginning at the Southeast corner of said Lot 7 (said point being on the East line of the Northwest Quarter of Section 35, Township 12, Range 24, and in Nieman Road); thence North 150 feet; thence West 290 feet; thence South 150 feet to the South line of said Lot 7; thence East along said South line to the point of beginning. Said real estate is further subject to the right-of-way of the West Half of Nieman Road (being the East 25 feet of said Lots 7 and 8) and is subject to the highway right-of-way condemned by Kansas State Highway Commission, described as beginning at the Northwest corner of said Lot 8; thence South along the West line of said lot 65 feet; thence Northeasterly to a point on the North line of said lot 200 feet East of the place of beginning; thence West 200 feet along said North line to the place of beginning, containing 0.15 acres more or less.

A part of Lot 7, Sunset Hill, a subdivision of land in the Northeast 1/4 of Northwest 1/4 of Section 35, Township 12, Range 24, Johnson County, Kansas described as follows: Beginning at a point on the East line of said 1/4 1/4 Section 35, said point being the Southeast corner of said Lot 7; thence North 150 feet; thence West 290 feet; thence South 150 feet; thence East along the South line of said Lot 7 to the point of beginning; subject to the right-of-way of the West 1/2 of Nieman Road, being the East 25 feet of said Lot 7.

SECTION 2. It is further authorized and provided that, as soon as practicable after the passage of this Ordinance, action be initiated to exercise the power of eminent domain in accordance with K.S.A. 26-501 et seq., the Eminent Domain Procedure Act, to condemn all lands and interests therein hereinbefore described.

SECTION 3. This ordinance shall take effect and be in force from and after its publication in *The Overland Park Sun*, an official City newspaper.

ADOPTED by the Governing Body of the City of Overland Park, Kansas, this 3rd day of March, 2003.

(s) Ed Eilert

Ed Eilert, Mayor

ATTEST:

(s) Marian Cook

Marian Cook, City Clerk

APPROVED AS TO FORM:

(s) Jane Neff-Brain
Jane Neff-Brain
Senior Assistant City Attorney