I. ROLL CALL

II. APPROVAL OF PLANNING COMMISSION MINUTES - DECEMBER 3, 2019

III. PUBLIC HEARINGS

PC2020-101 Rezoning from R-1A to C-0; Commercial Site Plan Review for proposed office; Survey Plat for lot combination
4820 West 75th Street
Applicant: Gastinger and Walker Architects, Inc.

IV. NON-PUBLIC HEARINGS

PC2019-119 Site Plan Review - Fence with Exception
5101 West 70th Street
Zoning: R-1A
Applicant: Koenig Building and Restoration

V. OTHER BUSINESS

Election of Officers

Revised 2020 Meeting Dates

VI. ADJOURNMENT

Plans available at City Hall if applicable
If you cannot be present, comments can be made by e-mail to cityclerk@pvkansas.com

*Any Commission members having a conflict of interest, shall acknowledge that conflict prior to the hearing of an application, shall not participate in the hearing or discussion, shall not vote on the issue and shall vacate their position at the table until the conclusion of the hearing.
ROLL CALL
The Planning Commission of the City of Prairie Village met in regular session on Tuesday, December 3, 2019 in the Council Chambers at 7700 Mission Road. Chair Nancy Wallerstein called the meeting to order at 7:00 p.m. with the following members present: James Breneman, Patrick Lenahan, Greg Wolf and Jeffrey Valentino.

The following individuals were present in their advisory capacity to the Planning Commission: Chris Brewster, Gould Evans; Jamie Robichaud, Deputy City Administrator; Mitch Dringman, City Building Official; Ron Nelson, Council Liaison; and Adam Geffert, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES
Mr. Breneman moved for the approval of the minutes of the November 5 regular Planning Commission meeting as presented. Mr. Wolf seconded the motion, which passed 4-0, with Mr. Valentino in abstention.

PUBLC HEARINGS
None

NON-PUBLIC HEARINGS
PC2019-123 Site Plan Review - Revision to Monument Sign Dimensions
Mission Chateau - 4100 W. 85th Street
Zoning R-1A
Applicant: NSPJ Architects

Mr. Brewster stated that City zoning ordinance required monument signs to be approved through the site plan approval process. The previous site plan for the property, which included the monument sign, was approved by the Planning Commission in 2016. Recently, a Building Inspector measured the sign and found it be larger than what had been approved. Mr. Brewster added that although staff does have the ability to approve minor changes to previously approved site plans, the change in size of this monument sign was significant and therefore needed to be presented to the Commission.

Mr. Wolf asked about the size of the sign that was installed, and Mr. Brewster stated that it was approximately 43 square feet, whereas the approved sign was to be 34 square feet. Mr. Breneman asked what the property owner would need to do if the Planning Commission did not approve the application. Mr. Brewster said there would likely be an appeal process.

Katie Martinovich, representing NSPJ Architects, shared a diagram showing the visual difference between the proposed and actual signs. The logo for the development was
changed before the sign was completed, which required a larger font to be visible from the road. She added that the sign company did not share that that the overall size of the sign would need to be increased to accommodate the larger logo.

Mr. Wolf made a motion to approve the site plan. Mr. Lenahan seconded the motion, which passed 5-0.

OTHER BUSINESS

Consider Approval of 2020 Meeting Dates

Mr. Wolf noted that the proposed November meeting date coincided with Election Day, and recommended that it be changed. Mrs. Robichaud said that staff would research alternate dates and present them to the Commission at the January 2020 meeting.

Mr. Wolf made a motion to approve the proposed 2020 meeting dates with the exception of the November date. Mr. Lenahan seconded the motion, which passed 5-0.

Mrs. Robichaud stated that the next Planning Commission work session would be held on Tuesday, December 17, at which Phase 3 of the Comprehensive Plan update would be discussed.

ADJOURNMENT

With no further business to come before the Commission, Chair Nancy Wallerstein adjourned the meeting at 7:17 p.m.

Nancy Wallerstein
Chair
TO: Prairie Village Planning Commission
FROM: Chris Brewster, Gould Evans, Planning Consultant
DATE: January 7, 2020

Application: PC 2020-101

Request: Rezoning from R-1A to C-O and Site plan review for proposed office; and Survey Plat for lot combination.

Action: A Rezoning requires that the planning commission evaluate facts and weigh evidence, and based on balancing the factors and criteria in the ordinance, make a recommendation to the City Council.

A Site Plan requires the Planning Commission to apply the facts of the application to the standards and criteria of the ordinance, and if the criteria are met to approve the application.

A Survey Plat / Lot Combination requires the Planning Commission to apply the facts of the application to the standards and criteria of the ordinance, and if the criteria are met to approve the application.

Property Address: 4820 West 75th Street

Applicant: GastingerWalker&, Laura Pastine, for Rex Sharp c/o Sharp Law

Current Zoning and Land Use: R-1A Single-Family District - Single-Family Dwelling

Surrounding Zoning and Land Use: North: R-1A Single-Family District – Church (parking lot) 
East: R-1A Single-Family District - Church 
South: R-1B Single-Family District – Single-Family Dwellings 
West: R-1A Single-Family District - Single-Family Dwellings

Legal Description: 21-12-25 BG 812.7’ E SW CR SE1/4 NW1/4 E 75.9’X N180’ .31 AC SUBJ TO ST abbreviated, and lot immediately to east similarly abbreviated.

Property Area: 11,384.42 sq. ft. (0.26 ac.) and 11,385.85 (0.26 ac)

Related Case Files: none

Attachments: Application, Site Plan, Elevations, Lot Combination Plat.
Street View (looking west on 75th Street)

Street View (looking east on 75th Street)
BACKGROUND:
The applicant is requesting to rezone two lots equaling approximately 0.52 acres from R-1A to C-O. The application also includes a site plan to build an approximately 10,000 square feet office (4,724 square feet footprint) and a survey plat to combine the two lots into one lot. The property is immediately west of Prairie Baptist Church, and fronts on the north side of 75th Street west of the Roe Avenue intersection. One lot is vacant and the other lot has a detached single-family home proposed for removal. Two other lots with detached single family houses front on 75th Street immediately to the west. The vicinity is primarily single-family residential (with the exception of the church) and transitions to an office and institutional node further west at the 75th and Nall intersection.

The Site Plan proposes a multi-level office building that is primarily single story, with a two-story wing running north-south on the west edge of the building. It includes some rooftop accessory space on the single-story level. Access is proposed off 75th Street, and due to grades, most of the parking is proposed in both covered and surface parking on the rear portion of the lot with access to a sub-grade level of the building exposed on the rear portion of the building footprint. Parking and access in the rear is proposed on an easement granted from the church, who is the current owner of the two lots as well as the church property. The rear parking also includes access to the larger church parking area to the north. The Site Plan also proposes several "green" features, including a roof garden on the 1-story portion and a rain garden in the front courtyard with native plants. A shade structure is also proposed with the entry feature to the building, oriented towards the front courtyard.

Since the building is proposed on two existing lots, a survey plat has been submitted to merge the two lots into one lot.

Public notice of a public hearing has been published as required by the zoning ordinance [Section 19.52.015] and the applicant held a neighborhood meeting on December 29, 2019 at Prairie Baptist Church, as required by the Citizen Participation Policy. The applicant has provided details of this meeting to supplement the application materials.

ANALYSIS – REZONING:

When reviewing a request to rezone property, the Planning Commission must consider the following criteria in association with a site plan for development of the property, commonly referred to as the "Golden" factors, which are the recommended factors incorporated into the City’s Zoning Ordinance [19.52.030]. The factors include, but are not limited to the following:

1. The character of the neighborhood;

   This area is primarily single-family residential, with the exception of a large institutional use (church) immediately abutting this property to the east at the intersection of Roe Avenue and 75th Street. The church parking area wraps this property to the north and is separated from neighborhoods further north by a drainage channel. The property fronts on 75th Street, which is a significant east-west arterial corridor through the center of the city limit. A node further west on this block includes a mix of office, institutional, and multi-family uses at the intersection of Nall. The residential areas between this node have homes that have sides on 75th Street and front on side streets; however, some homes front on 75th Street on the west end of the corridor.

2. The zoning and uses of property nearby;

   **North:** R-1A Single Family Residential – church (parking lot) with detached single-family homes further north across the drainage channel (zoned R-1B)
   **East:** R-1A Single Family Residential - church
   **South:** R-1B Single-Family Residential – detached single-family homes
   **West:** R-1A Single-Family Residential – detached single-family homes

   All of the property abutting this site is zoned residential with some property permitted as institutional uses. However, the extent of the corridor between Nall Avenue and Roe Avenue contains a mix of R-1B, R-3, and C-O zoning, with the multi-family, office and institutional uses occurring towards the Nall Avenue intersection.
3. **The suitability of the property for the uses to which it has been restricted under its existing zoning:**

   The property is generally suited for single-family residential uses, as evidenced by the many existing detached houses in the area that are similarly situated. However, single-family homes that front on 75th Street tend to be less desirable than those that side to the corridor due to access challenges and traffic impacts. Regardless, the best urban design strategy is to have buildings and sites front on important corridors of the City. The specific property includes one detached house (it is owned by the church and unclear how it has been used recently) and a vacant lot, that has been vacant for at least 10 years, but AIMS records indicate the lot previously had a detached house on it (1993).

4. **The extent that a change will detrimentally affect neighboring property:**

   This property is surrounded by single-family zoning, although most of the adjacent property (north and east) is used for a large institutional use (church). Further, the property is located on a busy corridor and low-intensity non-residential uses would not significantly impact residential uses across the street to the south. The largest impact will be on the two detached houses immediately to the west that also front on 75th Street. The C-O district is the least intense non-residential use in terms of permitted uses and development capacity, and is often used as a transition to neighborhoods in circumstances like this. However, if the zoning is changed, site design and landscape design should address this sensitive relationship to ensure any potential negative impacts on these properties is mitigated through proper design.

5. **The length of time of any vacancy of the property:**

   The east lot has been vacant and unbuilt for at least 10 years, and it is uncertain how long beyond that period. The west lot contains a detached single-family home and it is not clear how that has been used recently, under church ownership.

6. **The relative gain to public health, safety and welfare by destruction of value of the applicant’s property as compared to the hardship on other individual landowners:**

   Rezoning and development of this property will permit the use of an existing vacant lot; however, it also includes the removal of an existing detached house that appears to be in good condition. The area is a transition area between single-family homes and institutional uses on a busy corridor. The proposed zoning and use is a low-intensity non-residential use that is not likely to increase significantly the traffic or access issues on 75th Street, and should not have a significant impact on abutting property with proper site design and screening.

7. **City staff recommendations:**

   Staff’s opinion is that this is a logical request based on the context, the city planning policies, the intent and standards of the C-O district, and the proposed site plan. See below for specific recommendations.

8. **Conformance with the Comprehensive Plan:**

   Village Vision identifies this area as a Corridor Redevelopment area in the Conceptual Development Framework. The general policies stated for Corridor Redevelopment areas are:
   - Creating “windows” to the community / revealing community character.
   - Create well-defined public spaces.
   - Balance pedestrian and car access, and coordinate access points
Infill underutilized properties with a mix of uses.

Create sensitive edges to neighborhoods. There are no specific policies, plans or concepts for this portion of the 75th Street corridor.

The 75th Street Corridor also has specific policies that elaborate on the above elements with specific design concepts. These concepts emphasize:

- Improving the public realm with street trees and streetscape.
- Revising zoning to promote a mix of uses and transitional redevelopment.
- Emphasize walking by strengthening a well-designed system of sidewalks and paths.
- Construct buildings in a way that frames the public realm and improves the relationships of buildings and sites to the street.
- Promote uses that orient to neighborhoods (support neighborhood needs)
- Encourage larger-scale redevelopment into nodes along the corridor.

An initiative to redesign 75th Street based on Village Vision was discontinued, and some other elements in Village Vision with respect to Corridor Redevelopment and the 75th Street Corridor will be reconsidered as the City finalizes Village Vision 2.0. However, the above stated elements from the plan remain valid planning policies and principles for this context, regardless of these developments since the adoption of Village Vision.

ANALYSIS – SITE PLAN:

The application is in association with a proposed new office building, which requires approval of a Site Plan in the proposed C-O zoning district. The following are the Site Plan review criteria: [Section 19.32.030.]

A. Generally.

1. The plan meets all applicable standards
2. The plan implements any specific principles or policies of the comprehensive plan that are applicable to the area or specific project.
3. The plan does not present any other apparent risks to the public health, safety, or welfare of the community.

The proposed plan generally meets all of the requirements of the C-O district, except that the parking is proposed partially off-site (to the rear of the lot) through an easement with the Church, and setback exceptions are noted below.

<table>
<thead>
<tr>
<th>C-O Requirement</th>
<th>Proposed Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Height</td>
<td>35’</td>
</tr>
<tr>
<td></td>
<td>32’ (approx. based on average finished grade)</td>
</tr>
<tr>
<td>Setback – Front Side Rear</td>
<td>30’</td>
</tr>
<tr>
<td></td>
<td>30’</td>
</tr>
<tr>
<td></td>
<td>10’ (1-story); 15’ (2-story); 20’ (2.5-story)</td>
</tr>
<tr>
<td></td>
<td>20’</td>
</tr>
<tr>
<td></td>
<td>35’ generally (exception for rear northwest portion; related to parking and easement)</td>
</tr>
<tr>
<td>Parking - Quantity</td>
<td>Office 1 per 300 s.f. (34 spaces)</td>
</tr>
<tr>
<td></td>
<td>34</td>
</tr>
<tr>
<td>Parking setback – Front Other property line</td>
<td>15’</td>
</tr>
<tr>
<td></td>
<td>30’</td>
</tr>
<tr>
<td></td>
<td>Exception on side and rear due to easement</td>
</tr>
<tr>
<td></td>
<td>8’</td>
</tr>
<tr>
<td></td>
<td>20’</td>
</tr>
<tr>
<td>Monument Sign - Size</td>
<td>20 s.f.</td>
</tr>
<tr>
<td></td>
<td>20 s.f.</td>
</tr>
<tr>
<td>Monument Sign Location</td>
<td>3’ from property line; 12’ from curb (greater)</td>
</tr>
<tr>
<td></td>
<td>unclear – location not dimensioned</td>
</tr>
</tbody>
</table>
The parking is proposed to be met by a combination of on-site and off-site parking, though the lot will be designed and have the appearance of an integrated site and building. This is proposed through an easement with the property owner to the north and east for the off-site portion of the parking. As a result, the property line on the north bisects the parking area and the property line on the east is along the edge of the parking lot. Although this means the parking will not meet the required setbacks for the side and rear, the configuration of this site with the easements will have the appearances as if it does meet the parking setback (buffer) standards. This is an acceptable arrangement, particularly with uses that have differing peak parking demands.

Similarly, most of the building meets the required 35’ rear setback. However, the northwest corner of the building is approximately 21’ from the rear property line. However, in association with the easement, it is greater than 35’ from the edge of the back parking area and landscape buffer.

There is a monument sign that is proposed on the southwest portion of the site in front of the building. The size and design meet all standards; however, the location is not specifically dimensioned to indicate that it meets location standards, and there is no landscape proposed with the sign.

B. Site Design and Engineering.
1. The plan provides safe and easy access and internal circulation considering the site, the block and other surrounding connections, and appropriately balances vehicle and pedestrian needs.
2. The plan provides or has existing capacity for utilities to serve the proposed development.
3. The plan provides adequate stormwater runoff.
4. The plan provides proper grading considering the prevailing grades and the relationship of adjacent uses.

Public works has reviewed the site plan with respect to traffic, access, and storm drainage, and as an infill site, it is anticipated that the site has existing utility capacity to serve the development.

A conceptual drainage plan has been reviewed and is acceptable to Public Works. The primary concern is the impact to an ongoing drainage issue associated with the parking area on the property to the north. It is that property owner’s obligation to fix this existing situation (erosion of bank and parking at the channel to the north). Any development of this site cannot impact that situation further, or to the extent drainage from this site affects that area, it would need to fix the current situation. The conceptual drainage plan is proposing to ensure that development of this site has no impact on that situation, and final design of this concept will be further reviewed by Public Works as the project proceeds to permits.

The site proposes access directly from 75th Street, with a secondary access point through the church parking lot to the north in relation to the parking easement. Due to the low-level of expected traffic from this use, Public Works has determined that this is an acceptable arrangement. However, there is some concern of inappropriate cut-through traffic from the church’s use of the property that could create an undesirable situation (both 75th Street access points being used by Church patrons during its limited peak use time). Due to the grade of this property, there are opportunities for adjustments to the proposed plan that limits or eliminates this concern.

C. Building Design.
1. The location, orientation, scale, and massing of the building creates appropriate relationships to the streetscape and to adjacent properties.
2. The selection and application of materials will promote proper maintenance and quality appearances over time.
3. The architectural design reflects a consistent theme and design approach. Specifically, the scale, proportion, forms and features, and selection and allocation of materials reflect a coordinated, unified whole.
4. The building reinforces the character of the area and reflects a compatible architectural relationship to adjacent buildings. Specifically, the scale, proportion, forms and features, and materials of adjacent buildings inform choices on the proposed building.

The building is a predominantly 1- and 2-story building when viewed from 75th Street. It includes a 1-story main mass (11’ 2 1/2” from grade) fronting on the courtyard, and a 2-story wing mass (27” 2 ½” from grade) running north-south for the extent of the buildable area on the west side. Due to the grade, the building does extend to a 3-story massing (38’) at the northwest corner. The ordinance states that building height is measured from the average finished grade abutting the building. Since over 50% of the building is at the entry grade and only the extreme most portion approaches 38’, the proposed building is under the 35’ height limit. Additionally, the building meets the required setbacks for a building of this scale (except as noted in Section A. above with the easement exception).

Although the building is appropriately scaled for the site and according to the standards, this plan does place the tallest portion and largest mass of the building along the transition to residential property on the west. The sliding-scale setback requirements arguably account for this as an acceptable transition; however, with this building placement and the sloping grade, additional / revised landscape treatments are recommended in Section D. below. This plan does not affect building design criteria not already addressed through the building permit.

Otherwise, the building is properly oriented to the public realm through access from a landscaped courtyard relating the project to the frontage. All elevations related to these public spaces include windows, doors and enhanced architectural details that break down the scale of the building mass and relates to the spaces surrounding the building. The plan does not show any pedestrian access to the site, other than from the parking lot, so some connection to the entry areas from the public sidewalk should be provided.

The area around this property is primarily residential, with the only significant non-residential space being Prairie Baptist Church abutting to the east. As such, all of the adjacent construction uses traditional materials such as brick and wood siding and pitched roofs. The majority of the proposed structure is sided with metal panels (prefinished architectural metal panel, charcoal) which are not characteristic of the neighborhood. However, care has been taken to introduce wood and other “softer” simulated wood materials that help give the building a more residential feel. This is done through shade structures, window ornamentation and canopies associated with the walkways, entry feature and courtyard.

D. Landscape Design.

1. The plan creates an attractive aesthetic environment and improves relationships to the streetscape and adjacent properties.
2. The plan enhances the environmental and ecological functions of un-built portions of the site.
3. The plan reduces the exposure and adverse impact of more intense activities or components of the site or building.

The landscape ordinance establishes planting criteria based on 4 site elements – streetscape/frontage, foundation, parking, and buffers. These standards can then be adjusted to meet adequate performance criteria for each particular site. The proposed landscape plan compared to the base requirement is:

<table>
<thead>
<tr>
<th>Streetscape / Frontage</th>
<th>Landscape Requirements</th>
<th>Proposed Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foundation</td>
<td>1 large tree per 40’ lot frontage (4 required)</td>
<td>none</td>
</tr>
<tr>
<td></td>
<td>1 ornamental tree per 25’ building frontage (4 required)</td>
<td>3 trees</td>
</tr>
<tr>
<td></td>
<td>5 shrubs per 25’ building frontage (17 required)</td>
<td>no shrubs – ornamental grasses</td>
</tr>
<tr>
<td>Parking</td>
<td>1 large tree per 40’ parking perimeter (8 required)</td>
<td>none</td>
</tr>
<tr>
<td></td>
<td>1 large tree per 40 parking spaces (1 required)</td>
<td>none</td>
</tr>
<tr>
<td></td>
<td>5 shrubs per 25’ parking perimeter (59 required)</td>
<td>14 –concentrated at front</td>
</tr>
<tr>
<td>Buffer</td>
<td>performance standard (see comments on west boundary)</td>
<td>4 Norway Spruce</td>
</tr>
</tbody>
</table>
• **Streetscape / Frontage.** The ordinance, the intent of the landscape standards and the corridor redevelopment policies are all coordinated towards the goal of landscape being used to shape space with vertical elements aligned along streets. In this case, there are complications associated with overhead power lines along the lot line. The plan does include four trees setback approximately 25 feet from the property line, however these trees more specifically frame the parking entry, the courtyard and the corner of the building (thus were allocated to the Foundation planting requirement). Four ornamental trees should be added along the front lot line to substitute for the street tree requirement, two potentially to frame a recommended pedestrian connection to the sidewalk.

• **Foundation.** The ordinance requires four trees, and three are provided (two in the courtyard and one at the southwest corner; the other two frame the parking entry and are contributing to the parking perimeter requirement). Based on the intent of the standards and configuration of the site with other landscape elements, this is an acceptable number. The ordinance would also require shrubs along the build frontage. The plan includes perennial grasses, which also meet the intent of this requirement.

• **Parking.** The ordinance requires nine trees (counting the perimeter and per space requirements) and 59 shrubs). The intent of these standards is to define edges of parking near property boundaries and to screen and mitigate the parking impacts. Most of the planting is located at the gateway on the front, which is desirable. However, there is no landscape around the edges, and the plan appears to remove three existing large trees on the east boundary. This area is also subject to the exception for parking being handled by easements, including some parking, the setback and the parking buffer on adjacent property. Due to this, it is important to account for landscape on the north and east edges of the parking, replacing the removed trees at greater rate and account for easement exceptions. Seven additional shade trees and 45 additional shrubs should be added to this area, and maintenance of these areas should be accounted for in the easement agreement between the property owners.

• **Buffer.** The ordinance has performance criteria for buffers and in this case, the condition of transition of land uses applies (office transition to residential). This side includes the largest portion of the building mass, and although the proposed building meets all setbacks, a strong buffer should be provided here. Four Norway Spruce are proposed in the plan. While these are generally an acceptable buffer, they tend to widen at the base the larger they become and in some cases then need to be limbed from the bottom when they reach mature heights. This could ultimately limit the effectiveness of the buffer at ground levels at a time when it should otherwise become most effective. Instead, fourteen 6’ green giant arborvitae should be used along the entire west side, including the surface parking area to the rear of the property.

**ANALYSIS – SURVEY PLAT / LOT COMBINATION:**

The City of Prairie Village Subdivision Regulations have an abbreviated process for lot splits that do not involve any infrastructure issues of public land dedications. There is no similar process for lot combinations, but the City has interpreted this same process to apply to routine lot combinations. According to this section, the Planning Commission may approve any lot combination (or lot split) provided all resulting lots meet the zoning district standards. The proposed lot resulting from the survey plat would meet the proposed C-O lot standards.

**RECOMMENDATION:**

Based on the information submitted with the application and considerations in this staff report, but without the benefit of any testimony introduced at the public hearing, planning staff recommends that the rezoning, site plan, and survey plat be approved subject to the following conditions:

1. The conceptual drainage plan be carried out and finalized in a manner that either has no impact on the existing drainage issue on the property to the north, or is coordinated with the required fix of that situation. The final drainage plan is subject to final approval by Public Works.

2. Any change in the proposed access (through access in the parking) be coordinated with grading, drainage, and traffic circulation and approved by Public Works. Plans shall include an extension
and enhancement of the site landscape plan (with additional plants) into any areas that are not connected parking.

3. The easement for the parking area be verified by the City Attorney and properly noted on (or connected with) the survey plat prior to recording. An exception is noted to the following standards – side parking setback; rear parking setback; rear building setback – which is conditioned on this site plan, and the maintenance of all required landscape areas on the property granting the easement, so that the standards are otherwise met.

4. A pedestrian connection from the public sidewalk to the entry feature (courtyard area) of the building be added.

5. Prior to a permit for the monument sign, the applicant specify to staff the location of the sign in relation to the street and property lines, verify the location meets all site distance requirements, and provide landscape plans for the base of the sign.

6. The following changes are recommended for the landscape plan:
   a. Add 4 ornamental trees along the frontage, 2 specifically to frame a pedestrian connection to the sidewalk.
   b. Add perimeter parking buffers on the east and north edges of the parking and address the maintenance as a condition of the easement for parking and buffers on adjacent property. Specifically, this should include 7 shade trees (accounting for replacement of the removed trees) and 45 shrubs.
   c. Change the buffer on the west property boundary from 4 Norway Spruce to 14 Green Giant Arborvitae (6’), and extend the planting buffer to the north edge of the parking area.

7. The Planning Commission recommends approval of the rezoning conditioned on the site plan. Approval of the site plan and survey plat by the Planning Commission is subject to the City Council approval of the rezoning recommendation, or amended approval of the recommendation that does not significantly impact these plans.
Planning Commission Application

For Office Use Only
Case No.: PC2020-101
Filing Fee: 150.00
Deposit: 500.00
Date Advertised:
Date Notices Sent:
Public Hearing Date:

Please complete this form and return with
Information requested to:

Assistant City Administrator
City of Prairie Village
7700 Mission Rd.
Prairie Village, KS 66208

Applicant: Gastinger Walker
Phone Number: 816-569-0841
Laura Pastine
E-Mail: lpastine@gastingerwalker.com

Owner: Rex Sharp c/o Sharp Law
Phone Number: 913-901-0505

Address: 817 Wyandotte, Kansas City, MO 64105
Address: 5301 West 75th St, Prairie Village, Kansas
Zip: 66208

Location of Property: 4820 West 75th St, Prairie Village, Kansas 66208
21-12-25 BG 812.7' E SW CR SE1/4 NW1/4 E 75.9' X N
Legal Description: 130' 31 AC SUBJ TO ST PVC-0572

Applicant requests consideration of the following: (Describe proposal/request in
detail) Commercial Site Plan, Commercial Monument Sign Review

AGREEMENT TO PAY EXPENSES

APPLICANT intends to file an application with the PRAIRIE VILLAGE PLANNING COMMISSION or
the PRAIRIE VILLAGE BOARD OF ZONING APPEALS of the CITY OF PRAIRIE VILLAGE, KANSAS
(City) for Rex Sharp c/o Sharp Law
As a result of the filing of said application, CITY may incur certain expenses, such as publication
 costs, consulting fees, attorney fees and court reporter fees.

APPLICANT hereby agrees to be responsible for and to CITY for all cost incurred by CITY as a
result of said application. Said costs shall be paid within ten (10) days of receipt of any bill
submitted by CITY to APPLICANT. It is understood that no requests granted by CITY or any of
its commissions will be effective until all costs have been paid. Costs will be owing whether
or not APPLICANT obtains the relief requested in the application.

Applicant's Signature/Date

Owner's Signature/Date
CITY OF PRAIRIE VILLAGE, KANSAS
REZONING APPLICATION FORM

For Office Use Only
Case No.: PC 2020-101
Filing Fees: 150.00
Deposit: 500.00

Date Advertised: __________________________
Date Notices Sent: _________________________
Public Hearing Date: 7 January, 2020

GastingerWalker&
Laura Pastine
lpastine@gastingerwalker.com

APPLICANT: GastingerWalker&
Laura Pastine
lpastine@gastingerwalker.com
PHONE: 816-569-0841

ADDRESS: 817 Wyandotte, Kansas City, MO 64105
ZIP: 64105

OWNER: Rex Sharp c/o Sharp Law
PHONE: 913-901-0505

ADDRESS: 5301 West 75th St, Prairie Village, Kansas
ZIP: 66206

LOCATION OF PROPERTY: 4820 West 75th St, Prairie Village, Kansas 66208

LEGAL DESCRIPTION: 21-12-25 BG 812.7' E SW CR SE1/4 NW1/4 E 75.9' X N 180' .31 AC
SUBJ TO ST PVC-0572 AND 21-12-25 BG 888.6' E SW CR SE1/4 NW1/4 180 X 75.9'.31
ACS M/L PVC 571A BOTA 98 502 TX (FOR VACANT LOT)

Present Zoning R-1A Requested Zoning: C-0 (Light Intensity Commercial)
Present Use of Property: 1101 Single Family Residence AND Vacant Lot

SURROUNDING LAND USE AND ZONING:

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>North 6610 - Church / Place of Worship (parking lot)</td>
<td>R-1A</td>
</tr>
<tr>
<td>South 75th Street</td>
<td></td>
</tr>
<tr>
<td>East 6610 - Church / Place of Worship</td>
<td>R-1A</td>
</tr>
<tr>
<td>West 1101 - Single Family Residence</td>
<td>R-1A</td>
</tr>
</tbody>
</table>

CHARACTER OF THE NEIGHBORHOOD: 75th Street corridor mix of residential and light commercial

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No, there are similar conditions along the 75th Street Corridor

2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   Yes
   If yes, explain: The new building will be a change in use from residential to light commercial.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes

2. Consistent with Future Land Use Map? Yes
DEVELOPMENT PLAN SUBMITTAL:

   X  Development Plan
   X  Preliminary Sketches of Exterior Construction

LIST OF NEIGHBORING PROPERTIES:

   ___  Certified list of property owners within 200 feet

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 75th Street and Roe Boulevard

2. Classification of Street(s):
   Arterial 75th Street   Collector Roe Boulevard   Local ___

3. Right-of-Way Width: 60' for 75th Street

4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? Yes, these 2 parcels are to be replatted
2. Property Size Street Right-of-Way?
3. Drainage Easements?
4. Utility Easements:
   Electricity?
   Gas?
   Sewers?
   Water?
5. Additional Comments: The 2 parcels are to be replatted to allow for the new building footprint, with permanent parking easement to the north

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

________________________________________

SIGNATURE: __________________________   DATE: 6 December, 2019

BY: Laura Pastine c/o GastingerWalker&

TITLE: Senior Associate
Sharp Law
PROJECT NARRATIVE

Rezoning and Site Plan Applications to the City of Prairie Village Planning Commission
Submittal date: 6 December 2019

Project Description:
Rex and Lori Sharp currently have an Option to Buy two single family residential lots owned by Prairie Baptist Church, located at 75th and Roe Boulevard.

These two lots are to be rezoned as C-0 (Low Intensity Commercial) and replatted as a single parcel to allow the construction of a new approx. 10,000SF law office for Sharp Law, currently located at 5301 W. 75th Street (75th and Ash Street).

Part of their purchase agreement with Prairie Baptist includes the permanent easement of a portion of land, directly north of these 2 lots, for parking.

The design team for this project had 3 meetings with key stakeholders in this process to help inform this application including the following conversations:

- Pre-application meeting with Jamie Robichaud (Deputy City Administrator), Chris Brewster (Urban Planner), and Mitch Dringman (Building Official) – 6 November, 2019
- Public Works meeting with Keith Bredehoeft (Public Works Director) and Cliff Speegle (Storm Water Project Manager) – 20 November, 2019
- Fire Department meeting with Todd Kerkhoff (Fire Marshal) – 2 December, 2019

Per the requirements for Rezoning and Site Plan applications, this submittal includes drawings containing the following content:

SUBMITTED IN THIS APPLICATION

Cover Sheet
Initial code information, project information, locator map, drawing set sheet index

Zoning Plan
Parcel information including boundaries, setbacks, buildable area
Site Plan
Layout of building footprint, parking stalls, entry drives, drive aisles, trash location, monument signage

Landscape Plan
Initial landscape plan locating areas of new pervious surfaces and planted areas (both on the site and on the building) with typical materials

Building Plans
Early schematic design layout of Basement, Entry Level, and Upper Level areas.

Exterior Elevations
Elevations of all faces of the proposed building showing areas of glazing and materials. Proposed materials are highlighted with manufacturer information and precedent imagery.

ITEMS IN PROGRESS
Currently Olsson is completing field services and beginning initial design to allow us to submit further information for:

- Survey / Replatting documentation
- Stormwater Management Plan
- Traffic Flow Patterns

ITEMS TO BE SUBMITTED SEPARATELY

Neighborhood Meeting
A Neighborhood Meeting will be held on site at Prairie Baptist Church (date to be determined) between the Application submittal date and the January 7th Planning Commission meeting, with Meeting Notes also shared before the Planning Commission meeting.

Site Signage
A site sign will be installed on the lots to be rezoned between the Application submittal date and the January 7th Planning Commission meeting, with Affidavit of Sign installation also shared before the Planning Commission meeting.

Notice of Hearing
Notice of Hearing letters will be sent via certified mail to property owners within 200 feet of the lots to be rezoned at least 20 days before the January 7th Planning Commission meeting. Affidavit of Notice of Hearing mailings will be submitted at least 2 weeks before the January 7th Planning Commission meeting.
**Evergreen Tree Planting Detail**

1. Do not allow air pockets to form when backfilling.
2. In areas of turf, surround bed with 6" diameter of mulch.

**Deciduous Tree Planting Detail**

1. Do not allow air pockets to form when backfilling.
2. In areas of turf, surround bed with 6" diameter of mulch. Deciduous tree species are within yellow lines placed in undisturbed turf.

**Decomposed Granite Depth Detail**

1. Compact subgrade or curbs.
2. See planting plan for depth, size, and color.

**Perennial Planting Detail**

Scale 1:200
An unplatted tract lying in the Northwest Quarter of Section 21, Township 12 South, Range 25 East in the City of Prairie Village, Johnson County, Kansas.

Description:
The undersigned proprietors of said property shown on the plans do hereby declare for public use and public ways and thoroughfares, all streets, avenues and parts of land, and it is hereby declared by appropriate and sufficient authority that such streets, avenues, and parts of land are hereby dedicated. Where herein described property rights have been granted to any minors, the same shall be held in trust for the benefit of such minors until such minors shall attain the age of majority. The undersigned proprietors hereby declare and agree to the validity of the Act of 1914, as amended, and the Act of 1923, as amended, in all respects, and to the validity of the Act of 1935, as amended, in all respects, and to the validity of the Act of 1940, as amended, and the Act of 1943, as amended, in all respects.

The undersigned proprietors do hereby declare for public use and public ways and thoroughfares, all streets, avenues and parts of land, and it is hereby declared by appropriate and sufficient authority that such streets, avenues, and parts of land are hereby dedicated. Where herein described property rights have been granted to any minors, the same shall be held in trust for the benefit of such minors until such minors shall attain the age of majority. The undersigned proprietors hereby declare and agree to the validity of the Act of 1914, as amended, and the Act of 1923, as amended, in all respects, and to the validity of the Act of 1935, as amended, in all respects, and to the validity of the Act of 1940, as amended, and the Act of 1943, as amended, in all respects.

The undersigned proprietors of the above described land hereby agree and consent that the Board of County Commissioners of Johnson County, Kansas, and the City of Prairie Village, Johnson County, Kansas, shall have the power to revoke said consent to be dedicated for public use and thoroughfares, and any party desirous of the public use, the same shall be held in trust for the benefit of the undersigned proprietors of the above described land, and shall be held in trust until such time as the undersigned proprietors of the above described land shall have complied with the provisions of said Act of 1914, as amended, and the Act of 1923, as amended, in all respects, and to the validity of the Act of 1935, as amended, in all respects, and to the validity of the Act of 1940, as amended, and the Act of 1943, as amended, in all respects.

The undersigned proprietors of the above described land hereby agree and consent that the Board of County Commissioners of Johnson County, Kansas, and the City of Prairie Village, Johnson County, Kansas, shall have the power to revoke said consent to be dedicated for public use and thoroughfares, and any party desirous of the public use, the same shall be held in trust for the benefit of the undersigned proprietors of the above described land, and shall be held in trust until such time as the undersigned proprietors of the above described land shall have complied with the provisions of said Act of 1914, as amended, and the Act of 1923, as amended, in all respects, and to the validity of the Act of 1935, as amended, in all respects, and to the validity of the Act of 1940, as amended, and the Act of 1943, as amended, in all respects.
SPECIAL ADDENDUM TO LAND REAL ESTATE CONTRACT AND
RESIDENTIAL REAL ESTATE SALE CONTRACT

THIS SPECIAL ADDENDUM (Special Addendum) is made to the Land Real Estate Contract, Residential Real Estate Sale Contract, and associated addenda to those Contracts (the Contract Documents) between Prairie Baptist Church (Seller) and Lori R. Sharp Revocable Trust dated 7/11/06 as amended (Buyer) (Seller and Buyer are collectively the Parties) pursuant to which the Seller agrees to sell to Buyer certain properties at 4816 W. 75th Street and 4820 W. 75th Street in Prairie Village, Kansas (the Properties).

RECITALS

A. Seller and Buyer wish to make clear certain important agreements between them and have accordingly agreed to the terms of this Special Addendum.

AGREEMENTS

1.0 Terms of Special Addendum Are Controlling. The Parties have reached agreement on terms relating to the payment of non-refundable earnest money payments in the total amount of $50,000 under the Contract Documents; on Buyer’s acceptance of the Properties, including the home located on the Property at 4820 W. 75th Street, in “as is” condition; and on the Buyer’s obligation to pay any commission or commissions owing to the broker on this transaction. The Parties agree that the terms of this Special Addendum shall prevail and govern over any language to the contrary in the Contract Documents.

2.0 Payment by Buyer of Non-Refundable Earnest Money Payments to Seller At the Time of Execution of this Special Addendum and Contract Documents.

A. The Parties acknowledge and agree that Buyer’s offer to make non-refundable earnest money payments totaling $50,000 to Seller is a critical factor in the Seller’s decision to sell the Properties to Buyer.

B. Buyer accordingly agrees to tender to Seller, at the time that the Seller is to execute the Contract Documents and this Special Addendum, two cashier’s checks made payable to Seller in the amount of $25,000 each for payment of the non-refundable earnest money payments.

C. Upon receipt of the two cashier’s checks described in subsection B above, the Seller agrees to immediately execute, with the Buyer, the Contract Documents and this Special Addendum.

3.0 Properties Are Accepted by Buyer in “As Is” Condition. Buyer agrees that Buyer is expressly purchasing the Properties in their existing, as is, condition (As Is Condition), with
respect to all facts, conditions, and defects relating to the Properties. Buyer agrees that Seller has made no warranties or representations with respect to the Properties and further agrees that Seller shall have no obligation to repair or correct any conditions or defects relating to the Properties, including the condition of the home located on the Property at 4820 W. 75th Street. Buyer agrees that Buyer is executing the Contract Documents and this Special Addendum with the understanding that Buyer is accepting the Properties in As Is Condition.

3.0 Buyer’s Agreement to Separately Pay Broker’s Commission. The Buyer acknowledges and agrees that Buyer shall separately pay any real estate commission or commissions owing to RE/MAX Premier Realty, the broker on this transaction, that such commission or commissions shall not be paid out of the sums to be paid by Buyer to the Seller, and that Seller shall have no obligation with respect to the payment of such commission or commissions.

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Special Addendum on the dates set forth below.

SELLER:

PRAIRIE BAPTIST CHURCH

By: [Signature]

Name: __________________________________________

Title: __________________________________________

Date: __________________________________________

BUYER:

LORI R. SHARP REVOCABLE TRUST DATED 7/11/06 AS AMENDED

By: [Signature]

Name: Lori R. Sharp Revocable Trust Dated 7/11/06 as Amended

Title: Lori R. Sharp Trustee

Date: September 20, 2019
COMPANY DISCLOSURE ADDENDUM

SELLER: Prairie Baptist Church

BUYER: Lori Sharp Revocable Trust dated 7/11/06 as amended

PROPERTY: 4820 W. 75th Street, Prairie Village, KS 66208

A. COMPANY DISCLOSURE STATEMENT

SELLING COMPANY  LISTING COMPANY

Broker is solely responsible for its debts, liabilities, acts, errors and omissions. Broker is an independent franchise of the RE/MAX system, however, each RE/MAX office is independently owned and operated. RE/MAX International, Inc. and RE/MAX Mid-States Region are not responsible for the debts, liabilities, acts, errors or omissions of this real estate broker.

B. TAX REASSESSMENT DISCLOSURE AND ACKNOWLEDGEMENT:

Buyer and Seller acknowledge and understand that because of annual property tax reassessment, the actual taxes for the current calendar year and after may be substantially different from prior years.

The parties further acknowledge that the current appraised tax value of the property may become available in March; the actual taxes for the current year cannot be precisely computed until the mill levy is established on or about November 1 of each year.

Therefore, the parties agree that prior to November 1, current calendar year taxes will be estimated by using the lesser of the current appraised tax value, or the Sales Price and last year's mill levy. Prorations and Escrows for the Buyer's loan, if any, will be computed using this estimate. Buyer and Seller agree to accept such prorations as final and release each other, broker(s), agent(s), and closing agent(s) from any liability for any increase or decrease in the actual taxes due as a result of the reassessment.

C. BROKER ADMINISTRATIVE COMMISSION:

Buyer and Seller acknowledge that RE/MAX Premier Realty charges a Broker Administrative Commission of $350 on all transactions in which RE/MAX Premier Realty is acting as a Designated Seller's Agent, Seller's Agent, Designated Buyer's Agent, Buyer's Agent, Transaction Broker, &/or transactions involving unrepresented Buyer(s) or Seller(s). The Broker Administrative Commission is a transaction-based fee that is charged in addition to the sales commission and is used to offset the costs for the assistance, support, & services extended by Broker, including but not limited to RE/MAX's state-of-the-art technology, processing of files, & general administrative duties.

D. AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE:

Buyer and Seller acknowledge that the Principals of RE/MAX Premier Realty, LLC have a business ownership position with Premier Insurance, LLC. Because of this ownership position, this referral may provide the principals of RE/MAX Premier Realty, LLC a financial or other benefit.

Lori R. Sharp Trust

Gary Smith
SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM
(Residential)

SELLER: Prairie Baptist Church
PROPERTY: 4820 W. 75th Street, Prairie Village, KS 66208

1. NOTICE TO SELLER.
Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

2. NOTICE TO BUYER.
This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

3. OCCUPANCY.
Approximate age of Property? 80 years How long have you owned? 40 years
Does SELLER currently occupy the Property? Yes No
If "No", how long has it been since SELLER occupied the Property? _______________ years/months

4. TYPE OF CONSTRUCTION. [ ] Manufactured [ ] Modular [ ] Conventional/Wood Frame
[ ] Mobile [ ] Other

5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND DISCLOSURE ALSO.) ARE YOU AWARE OF:
a. Any fill or expansive soil on the Property? Yes No
b. Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes No
c. The Property or any portion thereof being located in a flood zone, wetlands area or proposed to be located in such as designated by FEMA which requires flood insurance? Yes No
d. Any drainage or flood problems on the Property or adjacent properties? Yes No
e. Any flood insurance premiums that you pay? Yes No
f. Any need for flood insurance on the Property? Yes No
g. Any boundaries of the Property being marked in any way? Yes No
h. The Property having had a stake survey? Yes No
i. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes No
j. Any fencing on the Property? Yes No
If "Yes", does fencing belong to the Property? N/A Yes No
k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes No
l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes No
m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes No

If any of the answers in this section are "Yes", explain in detail or attach other documentation:

[Signature]
SELLER Initials

[Signature]
BUYER Initials
6. ROOF.
   a. Approximate Age: _______ years  □ Unknown  Type:
   b. Have there been any problems with the roof, flashing or rain gutters? ................. Yes □ No □
      If "Yes", what was the date of the occurrence? ________________________________
   c. Have there been any repairs to the roof, flashing or rain gutters? .................. Yes □ No □
      Date of and company performing such repairs _______________________________
   d. Has there been any roof replacement? ....................................................... Yes □ No □
      If "Yes", was it: □ Complete or □ Partial
   e. What is the number of layers currently in place? ____ layers or □ Unknown.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

7. INFESTATION. ARE YOU AWARE OF:
   a. Any termites, wood destroying insects, or other pests on the Property? .................. Yes □ No □
   b. Any damage to the Property by termites, wood destroying insects or other pests? ......... Yes □ No □
   c. Any termite, wood destroying insects or other pest control treatments on the Property in the last five (5) years? .................................................. Yes □ No □
      If "Yes", list company, when and where treated ..............................................
   d. Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? ................................................................. Yes □ No □
      If "Yes", the annual cost of service renewal is $_________ and the time remaining on the service contract is ___________.
      (Check one) □ The treatment system stays with the Property or □ the treatment system is subject to removal by the treatment company if annual service fee is not paid.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.
   ARE YOU AWARE OF:
   a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? ................................................................. Yes □ No □
   b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? ...................................................... Yes □ No □
   c. Any corrective action taken including, but not limited to piering or bracing? ................ Yes □ No □
   d. Any water leakage or dampness in the house, crawl space or basement? .................. Yes □ No □
   e. Any dry rot, wood rot or similar conditions on the wood of the Property? ................. Yes □ No □
   f. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes □ No □
   g. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? ......................................................... Yes □ No □
      Date of any repairs, inspection(s) or cleaning? ________________________________
      Date of last use?
   h. Does the Property have a sump pump? ......................................................... Yes □ No □
      If "Yes", location: _________________________________________________________
   i. Any repairs or other attempts to control the cause or effect of any problem described above? Yes □ No □

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation:

___/___  ____________________
SELLER  BUYER
9. ADDITIONS AND/OR REMODELING.

a. Are you aware of any additions, structural changes, or other material alterations to the Property? ................................................................. Yes□ No□

   If "Yes", explain in detail: ______________________________________________________

b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? ........................................ N/A□ Yes□ No□

   If "No", explain in detail: ______________________________________________________

10. PLUMBING RELATED ITEMS.

a. What is the drinking water source? □ Public □ Private □ Well □ Cistern

   If well water, state type __________ depth __________

b. If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? ........................................ Yes□ No□

c. Is there a water softener on the Property? ................................................................. Yes□ No□

   If "Yes", is it: □ Leased □ Owned?

d. Is there a water purifier system? .............................................................................. Yes□ No□

   If "Yes", is it: □ Leased □ Owned?

e. What type of sewage system serves the Property? □ Public Sewer □ Private Sewer □ Septic System □ Cesspool □ Lagoon □ Other

f. The location of the sewer line clean out trap is: _________ main drain - basement _________

g. Is there a sewage pump on the septic system? .......................................................... N/A□ Yes□ No□

h. Is there a grinder pump system? .............................................................................. Yes□ No□

i. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? _________ By whom? _________

j. Is there a sprinkler system? ...................................................................................... Yes□ No□

   Does sprinkler system cover full yard and landscaped areas? .................................. N/A□ Yes□ No□

   If "No", explain in detail: ______________________________________________________

k. Are you aware of any leaks, backups, or other problems relating to any of the, plumbing, water, and sewage related systems? ......................................................... Yes□ No□

l. Type of plumbing material currently used in the Property:

   □ Copper □ Galvanized □ PVC □ PEX □ Other

   The location of the main water shut-off is: __________________________________________

m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? ................................................................. N/A□ Yes□ No□

If your answer to (k) in this section is "Yes", explain in detail or attach available documentation:

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

__________________________________________________________
11. HEATING AND AIR CONDITIONING.

a. Does the Property have air conditioning? .............................................. Yes ☑ No ☐
   Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window Unit(s) ☐
   Unit: Age of Unit: Leased: Owned: Location: Last Date Serviced/By Whom?
   1. 
   2. 

b. Does the Property have heating systems? .............................................. Yes ☑ No ☐
   Electric ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☐ Propane ☐ Fuel Tank ☐ Other:
   Unit: Age of Unit: Leased: Owned: Location: Last Date Serviced/By Whom?
   1. 
   2. 

c. Are there rooms without heat or air conditioning? .................................... Yes ☐ No ☑
   If “Yes”, which room(s)?

d. Does the Property have a water heater? .............................................. Yes ☑ No ☐
   Electric ☐ Gas ☐ Solar ☐ Tankless ☐
   Unit: Age of Unit: Leased: Owned: Location: Capacity: Last Date Serviced/By Whom?
   1. 
   2. 

e. Are you aware of any problems regarding these items? .............................. Yes ☐ No ☑
   If “Yes”, explain in detail:

12. ELECTRICAL SYSTEM.

a. Type of material used: ☑ Copper ☐ Aluminum ☐ Unknown

b. Type of electrical panel(s): ☑ Breaker ☐ Fuse

c. Are you aware of any problem with the electrical system? .......................... Yes ☐ No ☑
   If “Yes”, explain in detail:

13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

a. Any underground tanks on the Property? .............................................. Yes ☐ No ☑

b. Any landfill on the Property? ................................................................. Yes ☐ No ☑

c. Any toxic substances on the Property, (e.g. tires, batteries, etc.)?.............. Yes ☐ No ☑

d. Any contamination with radioactive or other hazardous material? ............ Yes ☐ No ☑

e. Any testing for any of the above-listed items on the Property? ................. Yes ☐ No ☑

f. Any professional testing/mitigation for radon on the Property? .................. Yes ☐ No ☑

g. Any professional testing/mitigation for mold on the Property? .................... Yes ☐ No ☑

h. Any other environmental issues? ............................................................. Yes ☐ No ☑

i. Any controlled substances ever manufactured on the Property? ............... Yes ☐ No ☑

j. Any methamphetamine ever manufactured on the Property? ..................... Yes ☐ No ☑

   (In Missouri, a separate disclosure is required if methamphetamine or other controlled
   substances have been produced on the Property, or if any resident of the Property has
   been convicted of the production of a controlled substance.)

If any of the answers in this section are “Yes”, explain in detail or attach test results and other
documentation:

{Initials: Seller}  
{Initials: Buyer}

Seller’s Disclosure and Condition of Property Addendum – Residential  
Page 4 of 8
14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:

a. The Property located outside of city limits? Yes□ No□

b. Any current/pending bonds, assessments, or special taxes that apply to Property? Yes□ No□

If "Yes", what is the amount? $________________________

c. Any condition or proposed change in your neighborhood or surrounding area or having received any notice of such? Yes□ No□

d. Any defect, damage, proposed change or problem with any common elements or common areas? Yes□ No□

e. Any condition or claim which may result in any change to assessments or fees? Yes□ No□

f. Any streets that are privately owned? Yes□ No□

g. The Property being in a historic, conservation or special review district that requires any alterations or improvements to the Property be approved by a board or commission? Yes□ No□

h. The Property being subject to tax abatement? Yes□ No□

i. The Property being subject to a right of first refusal? Yes□ No□

If "Yes", number of days required for notice:

j. The Property being subject to covenants, conditions, and restrictions of a Homeowner’s Association or subdivision restrictions? Yes□ No□

k. Any violations of such covenants and restrictions? N/A□ Yes□ No□

l. The Homeowner's Association imposing its own transfer fee and/or initiation fee when the Property is sold? N/A□ Yes□ No□

If "Yes", what is the amount? $________________________

Homeowner's Association dues are paid in full until __________________________ in the amount of $________________________ payable □yearly □semi-annually □monthly □quarterly, sent to __________________________ and such includes:

Homeowner's Association/Management Company contact name, phone number, website, or email address:

__________________________

See attached form(s)

If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other documentation:

15. PREVIOUS INSPECTION REPORTS.

Has Property been inspected in the last twelve (12) months? Yes□ No□

If "Yes", a copy of inspection report(s) are available upon request.

16. OTHER MATTERS. ARE YOU AWARE OF:

a. Any of the following? Yes□ No□

b. Any fire damage to the Property? Yes□ No□

c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes□ No□

d. Any violations of laws or regulations affecting the Property? Yes□ No□

e. Any other conditions that may materially affect the value or desirability of the Property? Yes□ No□

f. Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? Yes□ No□

g. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes□ No□

h. Missing keys for any exterior doors, including garage doors to the Property? Yes□ No□

List locks without keys.

i. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes□ No□

j. Any unrecorded interests affecting the Property? Yes□ No□

k. Anything that would interfere with giving clear title to the BUYER? Yes□ No□

__________________________

SELLER

__________________________

Initials

__________________________

BUYER

__________________________

Initials
l. Any existing or threatened legal action pertaining to the Property? [ ] Yes [ ] No
m. Any litigation or settlement pertaining to the Property? [ ] Yes [ ] No
n. Any added insulation since you have owned the Property? [ ] Yes [ ] No
o. Having replaced any appliances that remain with the Property in the past five (5) years? [ ] Yes [ ] No
p. Any transferable warranties on the Property or any of its components? [ ] Yes [ ] No
q. Having made any insurance or other claims pertaining to the Property in the past five (5) years? [ ] Yes [ ] No
   If "Yes", were repairs from claim(s) completed? [ ] N/A [ ] Yes  [ ] No
r. Any use of synthetic stucco on the Property? [ ] Yes [ ] No

If any of the answers in this section are "Yes", explain in detail:

________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________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Fill in all blanks using one of the abbreviations listed below.

"OS" = Operating and Staying with the Property (any item that is performing its intended function).

"EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable Condition.

"NA" = Not applicable (any item not present).

"NS" = Not staying with the Property (item should be identified as "NS" below.)

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Location #1</th>
<th>Location #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Conditioning Window Units</td>
<td>#</td>
<td>NS</td>
</tr>
<tr>
<td>Attic Fan</td>
<td></td>
<td>NS</td>
</tr>
<tr>
<td>Ceiling Fan(s), #</td>
<td></td>
<td>NS</td>
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<tr>
<td>Central Vacuum and Attachments</td>
<td></td>
<td>NS</td>
</tr>
<tr>
<td>Closet Systems</td>
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<td>NS</td>
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<tr>
<td>Doorbell</td>
<td></td>
<td>NS</td>
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<tr>
<td>Electric Air Cleaner or Purifier</td>
<td></td>
<td>NS</td>
</tr>
<tr>
<td>Electric Car Charging Equipment</td>
<td></td>
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<tr>
<td>Exhaust Fan(s) - Baths</td>
<td></td>
<td>NS</td>
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<tr>
<td>Fences - Invisible &amp; Controls</td>
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<td>NS</td>
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<tr>
<td>Chimney</td>
<td></td>
<td>NS</td>
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<tr>
<td>Gas Logs</td>
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<tr>
<td>Gas Starter</td>
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<td>NS</td>
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<tr>
<td>Heat Re-circulator</td>
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<tr>
<td>Insert</td>
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<tr>
<td>Wood Burning Stove</td>
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<tr>
<td>Other</td>
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<td>NS</td>
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<tr>
<td>Fountain(s)</td>
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<td>NS</td>
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<tr>
<td>Garage Door Keyless Entry</td>
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<td>Garage Door Opener(s), #</td>
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<td>Gas Yard Light</td>
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<td>Humidifier</td>
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<td>Intercom</td>
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<td>NS</td>
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<td>Jetted Tub</td>
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<tr>
<td>KITCHEN APPLIANCES</td>
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<tr>
<td>Cooking Unit</td>
<td></td>
<td>NS</td>
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<tr>
<td>Microwave Oven</td>
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<tr>
<td>Oven</td>
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<tr>
<td>Stove/Range</td>
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<td>NS</td>
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<tr>
<td>Dishwasher</td>
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<td>Disposal</td>
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<td>Freezer</td>
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<tr>
<td>Refrigerator (#1)</td>
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<td>NS</td>
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<td>Refrigerator (#2)</td>
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<tr>
<td>Trash Compactor</td>
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NS Laundry - Washer
NS Laundry - Dryer
X Elec. ___ Gas

MOUNTED ENTERTAINMENT EQUIPMENT

<table>
<thead>
<tr>
<th>Item</th>
<th>Location</th>
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<tbody>
<tr>
<td>#1</td>
<td></td>
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<tr>
<td>#2</td>
<td></td>
</tr>
<tr>
<td>#3</td>
<td></td>
</tr>
<tr>
<td>#4</td>
<td></td>
</tr>
<tr>
<td>#5</td>
<td></td>
</tr>
</tbody>
</table>

Outside Cooking Unit
Propane Tank
Sec. System
Smoke/Fire Detector(s), #
Spa/Hot Tub
Spa/Sauna
Spa Equipment
Sprinkler System Auto Timer
Sprinkler System Back Flow Valve
Sprinkler System (Components & Controls)
Statuary/Yard Art
Sump Pump
Swimming Pool (Swimming Pool Rider Attached)
Swimming Pool Heater
Swimming Pool Equipment
TV Antenna/Receiver/Satellite Dish
Water Heater
Water Softener and/or Purifier

All interior furnishings will remain property of seller.
Disclose any material information and describe any significant repairs, improvements or alterations to the Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports, invoices, notices or other documents describing or referring to the matters revealed herein:

The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and salespeople. SELLER will promptly notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # of pages).

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

[Signature]
9/10/19
SELLER DATE

BUYER ACKNOWLEDGEMENT AND AGREEMENT

1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge and SELLER need only make an honest effort at fully revealing the information requested.

2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents concerning the condition or value of the Property.

3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s) (including any information obtained through the Multiple Listing Service) by an independent investigation of my own. I have been specifically advised to have Property examined by professional inspectors.

4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.

5. I specifically represent there are no important representations concerning the condition or value of Property made by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.

[Signature]
[Date]
BUYER DATE
# 2017 Real Estate Tax Statement

<table>
<thead>
<tr>
<th>Owner</th>
<th>RE Tax ID</th>
<th>Quick Ref ID</th>
<th>Tax District</th>
<th>Situs Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRAIRIE BAPTIST CHURCH</td>
<td>OF251221-1002</td>
<td>R135549</td>
<td>0654UW</td>
<td>4820 W 75TH ST PRAIRIE VILLAGE, KS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class</th>
<th>Land Assessed Value</th>
<th>Improvement Value</th>
<th>Legal Description</th>
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<tbody>
<tr>
<td>R</td>
<td>7,030</td>
<td>6,759</td>
<td>21-12-25 BG 812.7' E SW CR SE1/4 NW1/4 E 75.9' X N 180'.31 AC SUBJ TO ST PVC-0572</td>
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</table>

## Your Tax and Mill Levy Comparison

<table>
<thead>
<tr>
<th>Tax Year</th>
<th>Appraised Value</th>
<th>Assessed Value</th>
<th>Mill Levy</th>
<th>Mill Levy Tax</th>
<th>Specials</th>
<th>Half Payment</th>
<th>Full Payment</th>
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<tbody>
<tr>
<td>2016</td>
<td>107,700</td>
<td>12,386</td>
<td>123.76</td>
<td>$1,486.90</td>
<td>$284.00</td>
<td>$885.45</td>
<td>$1,770.90</td>
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<tr>
<td>2017</td>
<td>119,900</td>
<td>13,789</td>
<td>122.088</td>
<td>$1,637.47</td>
<td>$284.00</td>
<td>$960.74</td>
<td>$1,921.47</td>
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## Tax Authority Comparison

<table>
<thead>
<tr>
<th>Tax Authority</th>
<th>2016 Rate</th>
<th>2016 Tax</th>
<th>2017 Rate</th>
<th>2017 Tax</th>
<th>Change</th>
<th>%Change</th>
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</thead>
<tbody>
<tr>
<td>STATE OF KS</td>
<td>1.500</td>
<td>$18.58</td>
<td>1.500</td>
<td>$20.69</td>
<td>$2.11</td>
<td>11.4%</td>
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<tr>
<td>JOHNSON CO</td>
<td>19.590</td>
<td>$242.64</td>
<td>19.318</td>
<td>$266.35</td>
<td>$23.72</td>
<td>9.8%</td>
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<tr>
<td>COMM COLLEGE</td>
<td>9.473</td>
<td>$117.34</td>
<td>9.503</td>
<td>$121.04</td>
<td>$3.71</td>
<td>3.2%</td>
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<tr>
<td>JO CO PARK</td>
<td>3.102</td>
<td>$38.42</td>
<td>3.112</td>
<td>$42.91</td>
<td>$4.49</td>
<td>11.7%</td>
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<tr>
<td>PRAIRIE VILLAGE</td>
<td>19.471</td>
<td>$241.17</td>
<td>19.311</td>
<td>$266.28</td>
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<td>512 UNIFIED</td>
<td>27.502</td>
<td>$340.64</td>
<td>26.223</td>
<td>$291.63</td>
<td>$9.06</td>
<td>3.2%</td>
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<td>512 SCH GEN</td>
<td>20.000</td>
<td>$201.72</td>
<td>20.000</td>
<td>$208.78</td>
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<td>512 BOND</td>
<td>7.438</td>
<td>$92.13</td>
<td>7.440</td>
<td>$102.59</td>
<td>$10.46</td>
<td>11.4%</td>
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<tr>
<td>JOCO CONS FIRE #2</td>
<td>11.769</td>
<td>$145.77</td>
<td>11.760</td>
<td>$162.16</td>
<td>$16.39</td>
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<tr>
<td>JO CO LIBRARY</td>
<td>3.915</td>
<td>$48.49</td>
<td>3.921</td>
<td>$54.06</td>
<td>$5.57</td>
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<tr>
<td>PVCSTMWATER</td>
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<td>$92.00</td>
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<td>$92.00</td>
<td>$0.00</td>
<td>0.0%</td>
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<td>PVC WCOL 1</td>
<td></td>
<td>$0.00</td>
<td></td>
<td>$192.00</td>
<td>$192.00</td>
<td>100.0%</td>
</tr>
<tr>
<td>PVC WCOL 2</td>
<td></td>
<td>$192.00</td>
<td></td>
<td>$0.00</td>
<td>($192.00)</td>
<td>-100%</td>
</tr>
<tr>
<td>Total</td>
<td>123.760</td>
<td>$1,770.90</td>
<td>122.088</td>
<td>$1,921.47</td>
<td>$150.57</td>
<td>8.5%</td>
</tr>
</tbody>
</table>
IN ITS PRESENT CONDITION
ADDENDUM

SELLER: Prairie Baptist Church

BUYER: Lori R. Sharp Revocable Trust dated 7/11/06 as Amended

PROPERTY: 4820 W. 75th Street, Prairie Village, KS 66208

Notwithstanding any other terms of the Contract, the Property is being sold in its present condition, which includes all latent and patent defects and conditions. Except as herein expressly stated, SELLER makes no warranty, expressed or implied. Including, without limitation, any implied warranty of merchantability or fitness for any particular purpose.

☐ 1. BUYER is entitled to conduct inspections as outlined in the Inspections Paragraph of the Contract. BUYER has the right to ask for repairs. SELLER may deny any requests for repairs. BUYER understands SELLER has expressed intent to make no repairs. However, per the Wood Destroying Insects section of the Inspection Paragraph, SELLER agrees to pay to have the Property treated for wood destroying insects. BUYER will have the right to cancel the Contract if the results of the inspections are unsatisfactory.

☐ 2. BUYER is entitled to conduct inspections as outlined in the Inspections Paragraph of the Contract. SELLER will make no repairs and/or treatments. BUYER will have the right to cancel the Contract if the results of the inspections are unsatisfactory. BUYER waives any right to renegotiate pursuant to the inspection provisions in the Contract.

☑ 3. BUYER waives any right to conduct inspections as outlined in the Inspections Paragraph of the Contract. SELLER will make no repairs and/or treatments. BUYER waives any right to cancel or renegotiate pursuant to the inspection provisions in the Contract.

It is understood by all parties that the sale of the Property in its present condition does not relieve the SELLER of the obligation to disclose all material facts of which SELLER has knowledge relating to the condition of the Property.

SELLER understands and agrees that the Property will be delivered to the BUYER in the same condition and state of repair as at the time of agreement and SELLER is still responsible to care for the Property through the Possession Date as outlined in the Condition, Maintenance and Inspections of the Property section of the Residential Real Estate Sale Contract.

[Signatures]

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 09/17. All previous versions of this document may no longer be valid. Copyright January 2019.
LEAD BASED PAINT DISCLOSURE ADDENDUM
Disclosure of Information on Lead-Based Paint and/or
Lead-Based Paint Hazards

SELLER: Prairie Baptist Church

PROPERTY: 4820 W. 75th Street, Prairie Village, KS 66208

Lead Warning Statement:
Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller’s possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller’s Disclosure (Initial applicable lines)
a. [ ] PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS: (check one below)
   - [ ] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
   - [x] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b. [ ] RECORDS AND REPORTS AVAILABLE TO THE SELLER: (check one below)
   - [ ] Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
   - [x] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer’s Acknowledgment (Initial applicable lines)
c. [x] BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE

d. [ ] BUYER HAS RECEIVED THE PAMPHLET
   “Protect Your Family from Lead in Your Home”

e. [x] BUYER HAS: (Check one below)
   - [x] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
Licensee's Acknowledgment: (initial)
f. Licensee has informed the Seller of the Seller’s obligations under 42 U.S.C. 4852 and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, the information they have provided is true and accurate.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

<table>
<thead>
<tr>
<th>SELLER</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daryl E. Anna</td>
<td>9/10/19</td>
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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Lori R. Sharp Trust</td>
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<table>
<thead>
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<th>DATE</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>BUYER</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Sarah Brookfield</td>
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<table>
<thead>
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<th>LICENSEE ASSISTING SELLER</th>
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<table>
<thead>
<tr>
<th>LICENSEE ASSISTING BUYER</th>
<th>DATE</th>
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</table>

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTORS® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 07/15. All previous versions of this document may no longer be valid. Copyright January 2019.
Confidential Real Estate Contract Addendum

The parties further agree to the following in conjunction with and as a condition to the payment of the remaining $550,000 for the two lots after rezoning:

1. No selling or flipping
   a. Buyer at her sole expense shall build a commercial office building for a law office
   b. Buyer will not sell or flip either of the lots to anyone else for at least 3 years after the building mentioned above is completed

2. Moving the Family in the Occupied House, and Rent
   a. Buyer at her sole cost shall find a suitable house or apartment within Prairie Village or within 3 miles of the existing house to relocate the existing tenants until December 31, 2020
   b. The Family and Church will be given 10 days’ notice before demolition of the house so that the Family can pack up their personal belonging, and the Church can remove its furniture, appliances, décor, etc.
   c. Risk of Loss of the house and its contents transfers to Buyer upon payment of the $550,000.

3. Trees
   a. Existing large pine trees on the west side of the Church lot may be removed.
   b. The existing crabapple memorial tree shall remain, with the plaque, or be repositioned at Buyer’s sole expense in a position chosen by the Church

4. Construction
   a. During construction, there shall be no work on Sunday and no materials on the Church parking lot
   b. At no time shall any construction vehicles be parked on the Church parking lot

5. Easement
   a. Buyer shall purchase a permanent easement from Church for parking, drainage, or ingress and egress which shall consist of the Church owned land between the north end of the two lots and the Church’s existing paved parking lot.
   b. Buyer, at her sole cost, shall have that permanent easement area surveyed and recorded.
   c. Buyer’s cost for the permanent easement shall be (i) paying the full cost of the real estate agent’s fee up-front instead of the Church absorbing any of that fee; and, (ii) maintaining the permanent easement of Buyer’s sole cost. Failure of either of these two conditions shall terminate the easement.

6. Parking
   a. The parties will cooperate with each other over parking as generally Buyer will primarily need parking M-F and some during the weekends, and Seller will primarily need parking on Sunday and only some on other days.
   b. Buyer’s employees and clients shall be allowed to cross Church’s parking lot to reach the newly constructed office building in exchange for Buyer paying for 10%
if the annual upkeep (including lining, insurance, etc.) and resurfacing cost of the Church parking lot.

c. If Buyer constructs parking on the southeast corner of the nearest lot to the Church or anywhere on the easement, the Church shall be allowed to park there on Sundays.

d. Buyer, at its sole cost, shall repair any damage done to the Church parking lot caused by construction.

e. Snow removal will be separately negotiated in good faith as Buyer will only need a small part of the parking lot scooped M-F, and Church will only need the parking lot scooped on Sunday.

f. Buyer shall be solely responsible for liability for accidents for its tenants use whether on Buyer property, easement, or Church property going to or from Buyer’s property.

7. Drainage

a. Buyer will minimize any drainage across the Church parking lot either by building a collection pond; diverting water around, under, or through in an organized manner the parking lot; or diverting an equivalent amount of drainage water from Church property now onto Buyer’s property or the permanent easement mentioned above.

b. Buyer and Church will separately negotiate in good faith a joint drainage agreement to insure the Church parking lot is not harmed.

c. Buyer shall comply with all building and City Codes regarding drainage.

8. Trash

a. Buyer and the Church will separately negotiate a trash pick-up and handling agreement subject to compliance with City Code. The parties will consider sharing a dumpster, using the existing or a nearer location perhaps on the easement and payment of the same.
INSPECTION NOTICE

UNLESS PROPERTY IS ACCEPTED IN ITS PRESENT CONDITION, APPLICABLE WRITTEN INSPECTION REPORTS IN THEIR ENTIRETY MUST ACCOMPANY THIS NOTICE

1 SELLER: Prairie Baptist Church

2 BUYER: Lori R. Sharp Revocable Trust dated 7/11/06 as Amended

3 PROPERTY: 4820 W. 75th Street, Prairie Village, KS 66208

4 EFFECTIVE DATE OF CONTRACT:

5 (Check the applicable paragraphs below.)

6 ☐ NOTICE OF WOOD DESTROYING INSECTS. The written inspection report of a certified pest control firm is attached and recommends treatment. Treatment for wood destroying insects is required per the Inspections paragraph of the Contract.

7 ☑ 1. BUYER AGREES TO ACCEPT PROPERTY IN ITS PRESENT CONDITION. BUYER waives any right to cancel or renegotiate pursuant to the inspection provisions of the Contract and agrees to accept the Property in its present condition. Property will be delivered to the BUYER in the same condition and state of repair as at the time of agreement and SELLER is still responsible to care for the Property through the Possession Date as outlined in the Condition, Maintenance and Inspections of the Property section of the Residential Real Estate Sale Contract. Licensees assisting in the sale are released from any further obligation or liability related to the condition of the Property.

8 ☐ BUYER inspection(s) results acceptable ☑ BUYER has not conducted inspection(s)

9 ☐ 2. CANCELLATION OF CONTRACT BY BUYER PRIOR TO EXPIRATION OF INSPECTION PERIOD. BUYER has found unacceptable conditions, as described in the written report(s) of the independent qualified professional(s) who inspected the Property. Copies of written inspection reports in their entirety must be attached hereto. BUYER requests refund of the Earnest Money. Cancellation and Mutual Release Agreement is attached.

10 ☑ 3. OFFER TO RENEGOTIATE. BUYER has found unacceptable conditions, as described in the written report(s) of the independent qualified professional(s) who inspected the property. Copies of written inspection reports in their entirety must be attached hereto. BUYER desires to renegotiate the terms of the Contract to resolve the unacceptable conditions. Resolution of Unacceptable Conditions Amendment must be attached.

11 BUYER DATE

12 BUYER DATE

13 INSPECTION NOTICE DELIVERY METHOD:

14 TO: _______________________________ DATE: ___________ TIME: ______ o’clock ___ M.

15 (Licensee assisting SELLER)

16 FROM: _______________________________

17 (Signature of Licensee assisting BUYER)

18 If delivery method is in person, signature acknowledging receipt required below.

19 _________________________________

20 LICENSEE ASSISTING SELLER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 09/17. All previous versions of this document may no longer be valid. Copyright January 2019.

Inspection Notice
Page 1 of 1
Real Estate Brokerage Relationships

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

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

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

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

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

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

An Agent, either seller’s agent or buyer’s agent, is responsible for performing the following duties:
* promoting the interests of the client with the utmost good faith, loyalty, and fidelity
* protecting the client’s confidences, unless disclosure is required
* presenting all offers in a timely manner
* advising the client to obtain expert advice
* accounting for all money and property received
* disclosing to the client all adverse material facts actually known by the agent
* disclosing to the other party all adverse material facts actually known by the agent

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

Agents and Transaction Brokers have no duty to:
* conduct an independent inspection of the property for the benefit of any party
* conduct an independent investigation of the buyer’s financial condition
* independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

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

__________________________  __________________________
Licensee                             RE/MAX Premier Realty
__________________________  __________________________
David Costello                        Real estate company name approved by the commission
Supervising/branch broker            Buyer/Seller Acknowledgement (not required)

Approved by the Kansas Real Estate Commission on October 10, 2017
RESIDENTIAL REAL ESTATE SALE CONTRACT

THIS CONTRACT is made between: (Print names and INDICATE MARITAL STATUS OF PARTIES. If Seller name is not completed, Licensee Assisting Seller to insert Seller name prior to presentation to Seller.)

SELLER: Prairie Baptist Church

BUYER: Lori R. Sharp Revocable Trust dated 7/11/06 as amended

☐ Bank-Owned Property (check if applicable). If the real property is bank-owned and the titled owner of record is not known at the Effective Date of this Contract, BUYER and SELLER agree the name of the SELLER is amended to as it is stated in the Deed at Closing and is incorporated herein by reference and in any amendments and addenda. SELLER warrants it has full authority to sign and perform on this Contract on behalf of the titled owner of record.

☐ Improvements on the Property include a manufactured/mobile home. (A manufactured/mobile home may be considered personal property unless certain requirements have been met).

PROPERTY, ADDENDA, DESCRIPTIONS AND CONDITIONS

1. PROPERTY. BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements thereon (the "Property") commonly known as:

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Zip</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>4820 W. 75th Street, Prairie Village, KS 66208</td>
<td></td>
<td>Johnson</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATE: (Check one)</th>
<th>Missouri</th>
<th>☐ Kansas</th>
</tr>
</thead>
</table>

LEGAL DESCRIPTION. (Legal description on SELLER'S vesting deed(s) to govern):

21-12-25 BG 812.7' E SW CR SE1/4 NW1/4 E 75.9' X N 180'.31 AC SUBJ TO ST PVC-0572

This Contract, including the Fixtures, Equipment and Appliances paragraph of the Seller's Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for what is included in the sale of the Property.

Items listed in the "Additional Inclusions" or "Exclusions" below supersede the Seller's Disclosure and the pre-printed list below. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-printed list below govern what is or is not included in the sale.

IF THERE ARE DIFFERENCES BETWEEN THE SELLER'S DISCLOSURE AND THE PRE-PRINTED LIST BELOW, THE SELLER'S DISCLOSURE GOVERS. Unless modified by the Seller's Disclosure and/or the "Additional Inclusions" and/or the "Exclusions", all existing improvements on the Property (if any) and appurtenances, fixtures and equipment (which SELLER agrees to own free and clear) whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to the Property are expected to remain with Property, including, but not limited to:

| Attached & all bathroom mirrors | Attached Lighting | Attached shelves, racks, towel bars |
| Fences (including pet systems) | Closet systems | Mounted entertainment brackets |
| Fireplace grates, screens and/or glass doors | Attached floor coverings | Plumbing equipment and fixtures |
| Storm windows, doors, & screens | Window blinds, curtains, | & coverings (if not excluded) |

[Initials] SELLER and BUYER acknowledge they have read this page [Initials]

Residential Real Estate Sale Contract
Page 1 of 16
a. Additional Inclusions. The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; are considered to be part of the Property, and **are included in the sale.**

b. Exclusions. The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; are **not** considered to be part of the Property, and **are not** included in the sale.

c. Additional Terms and Conditions, if any. Seller will support combining 4816 & 4820 W. 75th to build a professional or law building, and will sell both 4816 and 4820 W. 75th at the same time to Buyer. If rezoning is denied by close date, the contract is null and void and buyer forfeits $25,000 earnest deposit to seller.

Additional Terms and Conditions see addendum.

d. ☐ Limited Home Warranty. (Check if applicable)

1. ☐ SELLER ☐ BUYER, at a cost not to exceed $__________, agrees to purchase a home warranty plan from (vendor) to be paid at Closing. A home warranty plan is a limited service contract covering repair or replacement of the working components of the Property for a minimum of one (1) year from the Closing Date subject to the terms and conditions of the individual plan with a per claim deductible of $__________.

2. The (Check one) ☐ Licensee assisting SELLER ☐ Licensee assisting BUYER will be responsible for making arrangements for the home warranty plan, submitting required documentation for such to the Closing Agent prior to the Closing Date. Broker may receive a fee from the warranty company.

Home warranty plans may not cover pre-existing conditions and are not a substitute for inspections.

2. ADDENDA. The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract (Check applicable boxes):

☑ Seller's Disclosure and Condition of Property Add. ☑ Other: RE/MAX Company Disclosure
☑ Lead Based Paint Disclosure Addendum ☑ Other: Addendum
☑ Contingency for Sale and/or Closing Add. ☑ Other: Confidential Real Estate Contract Addendum
(see FINANCIAL TERMS paragraph)
☐ Other: __________________________
☐ Other: __________________________

Initials SELLER and BUYER acknowledge they have read this page Initials
3. DESCRIPTIONS AND CONDITIONS.

a. Effective Date. The Effective Date will be the date of final acceptance by the last party to sign this Contract or a Counter Offer Addendum, the Brokerage Relationship Disclosure Paragraph of this Contract; the Seller's Disclosure and Condition of Property Addendum and, if applicable, a Lead Based Paint Disclosure Addendum for the Property.

b. Seller's Disclosure Status. SELLER confirms information contained in the Seller's Disclosure and Condition of Property Addendum is current as of the Effective Date of the Contract. SELLER understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages.

c. Entire Agreement and Manner of Modifications. This Contract and all attachments constitute the complete agreement of the parties concerning the Property; supersede all previous agreements, and may be modified or assigned only by a written agreement signed by all parties.

d. Parties. This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or more persons, the terms "SELLER" or "BUYER" will be construed to read "SELLERS" or "BUYERS" whenever the sense of the Contract requires.

Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their Agents (collectively referred to as "Broker") and any Escrow or Closing Agent are acting as Agents only and are not parties to this Contract.

SELLER and BUYER acknowledge Broker may have a financial interest in third parties providing specialized services required by this Contract including, but not limited to: Lender, title insurance company, Escrow Agent, Closing Agent, warranty company, wood infestation/mechanical/structural or other inspectors and repair personnel. SELLER and BUYER agree Broker will not be responsible for the conduct of third parties providing specialized services whether those services were arranged by SELLER, BUYER, or Broker on behalf of either.

☐ SELLER and/or BUYER is a licensed real estate broker or salesperson. (Check applicable boxes)

☐ SELLER licensed in: MO KS Other

☐ BUYER licensed in: MO KS Other

☐ Licensee assisting SELLER is an immediate family member of: (check applicable boxes)

☐ SELLER ☐ BUYER

☐ Licensee assisting BUYER is an immediate family member of: (check applicable boxes)

☐ SELLER ☐ BUYER

e. Notices. Any notice or other communication required or permitted hereunder may be delivered in person, by facsimile, United States Postal Service, courier service or email to the address set forth in this Contract or such other address or number as will be furnished in writing by any such party.

Such notice or communication will be deemed to have been given as of the date and time so delivered. Delivery to or receipt by the Licensee assisting BUYER will constitute receipt by BUYER and delivery to or receipt by the Licensee assisting SELLER will constitute receipt by SELLER.

f. Time is of the essence. Time is of the essence in the performance of the obligations of the parties under this Contract. With the exception of the terms "banking days" or "business days", as used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

g. Electronic Transaction. All parties agree this transaction may be conducted by electronic means, including email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.

h. Cyber Protection. Because you are going to be involved in a real estate transaction where money is changing hands, you are a potential target for cyber-criminals. Always contact the closer directly before wiring any money.
PURCHASE PRICE, FINANCIAL TERMS AND CLOSING AND POSSESSION

4. PURCHASE PRICE. The Purchase Price for the Property is $300,000.00 which BUYER agrees to pay as follows:

   a. Earnest Money will be delivered to Listing Agent or Escrow Agent within _____ calendar days (two (2) if left blank) of the Effective Date and must comply with state laws as defined in the Earnest Money and Additional Deposits paragraph of this Contract.

   If not delivered as specified, SELLER may cancel this Contract by written notice, any time prior to delivery of the Earnest Money.

   b. Earnest Money in the form of: (Check one)

      ☐ Personal check OR ☒ Other ________ wire transfer-non refundable earnest ________ $25,000.00(b)

      Deposited with: __________________________ Seller

      BUYER acknowledges that funds payable to and held by SELLER WILL NOT be held subject to the terms of the Earnest Money and Additional Deposits paragraph and may not be refundable.

   c. Additional Earnest Money will be delivered on or before _________________ $_____________0(c)

      ☐ Personal check OR ☐ Other __________________________

      Deposited with: __________________________

      BUYER acknowledges that funds payable to and held by SELLER WILL NOT be held subject to the terms of the Earnest Money and Additional Deposits paragraph and may not be refundable.

   d. Total Amount Financed by BUYER (Zero (0) if Cash Sale) _______________ $_____________0(d)

      (not including financed mortgage insurance premiums, VA Funding Fee or other closing costs, if any)

   e. Balance of Purchase Price to be paid in CERTIFIED FUNDS

      Purchase Price (less b, c & d of this paragraph) on or before Closing Date. _______________ $275,000.00(e)

      ☐ Includes Lender(s) approved down payment assistance.

   f. Total Additional Seller Expenses (Each line ZERO ($0) if left blank):

      1. Additional SELLER paid costs. In addition to any other costs SELLER agreed to pay herein, SELLER agrees to pay other allowable closing costs permitted by Lender(s) and/or prepaid items for BUYER, not to exceed: _______________ $0

      2. Costs Not Payable by BUYER. Some lending programs may prohibit a BUYER from paying certain closing-related costs. SELLER agrees to pay all costs associated with obtaining the BUYER'S loan(s) which the program rules will not permit the BUYER to pay, not to exceed: _______________ $0

      TOTAL ADDITIONAL SELLER EXPENSES NOT TO EXCEED: _______________ $0

SELLER: __________________________

BUYER: __________________________

Initials SELLER and BUYER acknowledge they have read this page Initials
g. Other Financing Costs.

1. **Loan Costs.** BUYER agrees to pay all customary costs necessary to obtain the Loan(s) (including but not limited to, origination fees, discounts or buy-downs) unless otherwise agreed.

2. **Private Mortgage Insurance (PMI).** BUYER will pay any up front PMI premium and annual renewal premiums or will finance the PMI as a part of the Loan(s), if required by Lender(s).

3. **FHA Mortgage Insurance (MIP).** BUYER will pay any up front MIP premium and annual renewal premiums or will finance MIP as a part of the Loan(s).

4. **VA Funding Fee** as required by Lender(s) will be paid at Closing by the BUYER or financed as part of the Loan(s).

5. **USDA Funding Fee** as required by Lender(s) will be paid at Closing by the BUYER or financed as part of the Loan(s).

6. **Flood Insurance.** BUYER agrees to pay for flood insurance if required by Lender(s).

5. **CLOSING AND POSSESSION.** On or before see addendum (Closing Date), SELLER will execute and deliver into escrow with the title company(s) or other Closing Agent(s), a general warranty deed (or special warranty deed or fiduciary deed, if SELLER is a corporation, association, financial institution or fiduciary) and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract.

On or before the Closing Date, BUYER will execute and deliver into escrow with the title company(s) or other Closing Agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and any other documents required by BUYER'S Lender(s), if BUYER is obtaining financing) and funds (including Loan proceeds, if BUYER is obtaining financing) necessary to satisfy BUYER'S obligations under this Contract.

SELLER and BUYER acknowledge all funds required for Closing must be in the form of cashier's check, wire transfer or other certified funds.

When all documents and funds have been executed and delivered into escrow with the title company(s) or other Closing Agent(s), the Closing will be completed. SELLER will deliver possession of the Property to BUYER on at o'clock m., (if left blank, Possession will be 5:00 P.M. on the Closing Date).

BUYER must not occupy the Property or place personal property in or on it prior to completion of the Closing and disbursement or availability of SELLER's proceeds, if any, unless otherwise agreed upon in writing by the BUYER and the SELLER.

6. **APPRaised VALUE CONTINGENCY.**

If Financing is being obtained, the appraisal must be completed within the Loan Approval Period.

If a cash sale, BUYER may within ________ calendar days from the Effective Date of this Contract (within the Inspection Period if left blank) obtain, at BUYER'S expense, an appraisal of the Property by an independent licensed appraiser.

If the final appraised value of the Property, as determined by BUYER'S Lender's appraiser or if a cash sale, BUYER'S appraiser, is not equal to or greater than the Purchase Price, BUYER will notify SELLER in writing, within N/A calendar days (five (5) days if left blank), attaching a copy of the appraisal report, and the following may occur:
BUYER and SELLER will have _____ calendar days (five (5) days if left blank) after SELLER’S receipt of BUYER’S appraisal report ("Appraisal Negotiation Period"), to reach an agreement resolving the appraisal value and/or purchase price.

During this period, SELLER or BUYER may seek a reconsideration of value by the appraiser. If such reconsideration finds a value equal to or greater than the Purchase Price, or if BUYER and SELLER sign an Amendment resolving the difference between the appraised value and the Purchase Price, the transaction will move forward to Closing.

If no resolution is reached prior to the expiration of the Appraisal Negotiation Period, then after the expiration of the Appraisal Negotiation period, either party may cancel this contract by written notice to the other and BUYER’S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

7. SALE CONTINGENCY. (Check applicable box)

☐ This Contract is NOT contingent upon the sale and/or Closing of a BUYER’S Property.

☐ This Contract IS contingent upon the sale and/or Closing of a BUYER’S Property and a Contingency For Sale and/or Closing of Buyer’s Property Addendum is attached.

8. FINANCIAL TERMS.

☐ THIS IS A CASH SALE. BUYER must provide written verification of funds within _____ calendar days (five (5) days if left blank), after the Effective Date, which are sufficient to complete the Closing on this Contract.

☐ THIS IS A FINANCED SALE. This Contract is contingent upon BUYER obtaining the financing described in this paragraph.

BUYER may obtain Loan(s) different from those described herein provided that the terms of the Loan(s) do not result in additional costs to SELLER, delay the Closing date, or change the Loan approval time frame. These changes must be agreed in writing, by both parties, within five (5) calendar days of BUYER'S knowledge and no later than _____ calendar days before Closing Date (fifteen (15) days if left blank). Any other changes must be communicated to SELLER in writing and include a pre-approval letter.

BUYER and SELLER are hereby informed any changes to the terms below after the Effective Date of the Contract have the potential to delay Closing and/or change costs due to federal regulations.

a. Type of Financing. Loan(s) will be ☐ owner-occupied Loan(s) or ☐ investment Loan(s).

b. Loan Types/Terms. BUYER will obtain a Loan(s) upon the following terms.

<table>
<thead>
<tr>
<th>Type:</th>
<th>Primary Loan</th>
<th>Secondary Loan</th>
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<tbody>
<tr>
<td></td>
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<tr>
<td>Conventional</td>
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<td>FHA</td>
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<tr>
<td>VA</td>
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<tr>
<td>USDA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Interest Rate:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Rate</td>
<td></td>
</tr>
<tr>
<td>Adjustable Rate</td>
<td></td>
</tr>
<tr>
<td>Interest Only</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amortization Period</th>
<th>_____ years</th>
<th>_____ years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Amount or LTV</td>
<td></td>
<td></td>
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</tbody>
</table>

[Initials] [Initials] SELLER and BUYER acknowledge they have read this page [Initials] [Initials]

Residential Real Estate Sale Contract
Page 6 of 16
All Loan amounts will include financed mortgage insurance premiums or VA funding fee, if any, according to
the provisions described herein (the "Loan"). The Loan(s) will be secured by a mortgage/deed of trust on the
Property or as otherwise required by Lender(s), and repayable in monthly installments.

c. The Loan(s) will bear interest as follows:

1. **Primary Loan**
   - [ ] interest rate not exceeding _____% per annum or
   - [ ] the prevailing rate at closing

2. **Secondary Loan**
   - [ ] interest rate not exceeding _____% per annum or
   - [ ] the prevailing rate at closing

BUYER has the option to "lock in" the foregoing interest rate or to "float" the interest rate.

If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms even if different than those
stated above. If BUYER floats the rate, BUYER agrees to accept the rate and terms available from BUYER'S
Lender(s) for which BUYER qualifies at Closing.

d. **Loan Application(s).** BUYER agrees to authorize Lender(s) to perform all required services (credit report,
appraisal, etc.), pay the fees required by Lender(s), and provide Lender(s) with all information requested no
later than five (5) days after the Inspection Period ends.

[ ] BUYER IS PRE-APPROVED (See attached Lender(s) letter(s).) BUYER has submitted information to
/Lender(s) (Lender(s)) who has checked BUYER'S credit and indicated BUYER can qualify for a Loan(s) in an amount equal to or greater than the
Loan(s) contemplated in this Contract, subject to satisfactory appraisal of the Property and any other
conditions set forth in the attached Lender(s) letter(s). The pre-approval must indicate the BUYER'S
credit is acceptable to Lender(s) and indicate whether or not the pre-approval is subject to the sale
and Closing of the BUYER'S current property.

[ ] BUYER IS NOT PRE-APPROVED. Within ____________ calendar days (five (5) days if left blank)
after the Effective Date of this Contract, BUYER will complete a written application.

SELLER is aware that pre-approval is not a guarantee that BUYER will receive Lender(s) Loan
approval(s).

e. **Loan Approval(s).** BUYER agrees to make a good faith effort to obtain a commitment for the Loan(s) within
________ calendar days (forty-five (45) days if left blank) from the Effective Date of this Contract or within
________ calendar days (five (5) days if left blank) prior to the Closing Date, whichever is earlier (the "Loan
Approval Period").

If BUYER is unable to obtain a commitment for the Loan(s) within the Loan Approval Period, SELLER may
cancel this Contract by written notice.

Upon written evidence of rejection provided by BUYER'S Lender(s), BUYER or SELLER may cancel this
Contract by written notice.

In either case, BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional
Deposits paragraph of the Contract.

f. **Lender Appraisal Requirements.** In addition to any other costs or sums to be paid by SELLER pursuant to
this Contract, SELLER agrees to pay an amount not to exceed $__________ (zero (0) if left blank) for
requirements contained in the Lender's appraisal and a copy of Lenders appraisal requirements will be
provided to SELLER. If any repairs are required, they will be performed in a workmanlike manner with good-
quality materials.
If appraisal and/or Lender(s) requirements exceed the amount in this blank and if SELLER and BUYER have not agreed in writing to a resolution of the excess appraisal and/or Lender(s) requirements prior to the Closing Date, or within the time period (no less than five (5) calendar days) specified in a written demand by either party, this Contract will be cancelled and disposition of BUYER’S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

CONDITION, MAINTENANCE AND INSPECTIONS OF THE PROPERTY

9. UTILITIES. SELLER agrees to leave all utilities on until the date of possession unless otherwise agreed.

The BUYER will pay SELLER for the amount of fuel left in tank(s) at Closing based upon SELLER’S actual cost at time of purchase, if applicable. SELLER will have tank read no earlier than seven (7) calendar days and no later than five (5) calendar days prior to the Closing Date and provide documentation to BUYER.

10. MAINTENANCE OF PROPERTY. SELLER will maintain the Property in its present condition and agrees to perform ordinary and necessary maintenance, upkeep and repair to the Property through the Possession Date.

SELLER must advise BUYER in writing of any substantial change in the condition of the Property prior to Closing.

Unless otherwise agreed in writing, SELLER must remove all possessions, trash and debris, and clean the Property, upon vacating or prior to delivery of Possession.

11. INSURANCE/CASUALTY LOSS. SELLER agrees to keep the Property insured until delivery of SELLER’S deed to BUYER.

BUYER and SELLER agree to consult with their respective insurance companies to ensure appropriate coverage during the time between completion of close and possession.

If before delivery of the deed to BUYER, the Property is damaged or destroyed by fire or other causes including those that could be covered by what is known as fire and extended coverage insurance, then the SELLER must notify the BUYER in writing within one (1) calendar day of discovery of such damage. The parties agree that the risk of that damage or destruction will be borne as follows:

a. If the damage is minor, SELLER may repair or replace the damage done to the Property if the work can be completed before the Closing Date.

If the SELLER elects to repair or replace the damage done to the Property, but repair/replacement cannot be completed prior to the Closing, with written agreement between the parties one of the following options will be chosen:

1. SELLER will pay for repair/replacement after Closing; or
2. The parties will extend the Closing Date to such time as repairs/replacement can be completed; or
3. With consent of BUYER’S Lender(s), 1.5 times the estimated cost of repair/replacement will be escrowed until repair/replacement is complete with any funds remaining after payment for repairs/replacement being remitted to the party that funded the escrow.

b. If SELLER elects not to repair or replace the damage done to the Property, or if the damage is not minor, the BUYER may enforce or cancel this Contract by written notice to SELLER within ten (10) calendar days after receiving notice of such damage to the Property.

1. If BUYER elects to enforce this Contract, the Purchase Price will not be reduced and the Property will be conveyed in its existing condition at the time, provided SELLER must furnish BUYER with a copy of the insurance damage assessment and be responsible for paying the insurance deductible and assign SELLER’S fire and extended coverage proceeds to BUYER at Closing.
2. If BUYER and SELLER mutually agree upon the cost of repairs, then SELLER may pay the cost of those repairs.

[9/21/19] Initials SELLER and BUYER acknowledge they have read this page Initials [9/21/19]
12. **SURVEY.** BUYER may, at BUYER'S expense, obtain a "Staked Survey" of the Property no later than 1 calendar days (ten (10) days if left blank) prior to the Closing Date to assure there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters that would be disclosed by a survey.

BUYER acknowledges a Mortgage Inspection Report or "Loan Survey" required by a lending institution is not a "Staked Survey". A title insurance company typically requires a "Staked Survey" in order to provide survey coverage to the BUYER.

Within five (5) calendar days of BUYER'S receipt of Survey, BUYER must notify SELLER of any encroachments of any improvements upon, from, or onto the Property or any building setback line, property line, or easement, which encroachment will be deemed to be a title defect. SELLER must remedy such defects as are susceptible of being remedied prior to the Closing Date. If SELLER does not remedy the defects in title, BUYER will have one of the following options:

a. Completing this purchase and accepting the title that SELLER is able to convey without adjustment in the Purchase Price; or

b. Cancelling this Contract by written notice. BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

13. **INSPECTIONS.** BUYER may, within N/A calendar days (ten (10) days if left blank) (the "Inspection Period") after the Effective Date of this Contract, at BUYER'S expense, have property inspections by an independent, qualified inspector(s) which may include, but are not limited to:

- appliances, plumbing (including septic system), electrical, heating system, central air conditioning, fireplace, chimney, foundation, roof, siding, windows, doors, ceilings, floors, insulation, drainage, interior and exterior components, any wall, decks, driveways, patios, sidewalks, fences, slabs, pest infestation, health and/or environmental concerns (including lead based paint, mold, asbestos and radon) as provided below and in the Additional Disclosures Including Those Mandated by State or Federal Law paragraph.

It is BUYER'S responsibility to perform due diligence and verify any information that BUYER considers to be material to the purchase of the Property. Any information provided by the Broker(s) and its affiliated licensee(s) assisting in this transaction is for information and marketing purposes only. BUYER shall complete all due diligence and verification of material concerns during the Inspection Period.

a. **Property Insurability.** During the Inspection Period, it is recommended BUYER determine if Property is insurable.

b. **Factors Affecting Inspections.** BUYER acknowledges such inspections may not identify deficiencies in inaccessible areas of the Property and may be limited by weather conditions at the time of the inspection. It is recommended BUYER check with Lender(s) and/or local government authority regarding septic inspection.

c. **Access to Property and Re-Inspections.** SELLER must provide BUYER reasonable access to the Property to conduct the inspections, re-inspections, inspection of any corrective measures completed by SELLER and/or final walk through prior to the Closing Date.

d. **Damages and Repairs.** BUYER will be responsible and pay for any damage to the Property resulting from the inspection(s).

e. **Quality of Repairs.** SELLER agrees any corrective measures which SELLER performs pursuant to the following provisions will be completed in a workmanlike manner with good-quality materials.

f. **Wood-Destroying Insects.** SELLER AGREES TO PAY TO HAVE THE PROPERTY TREATED for control of infestation by wood-destroying insects if a written inspection report of a certified pest inspector reveals evidence of active infestation, or evidence of past untreated infestation, or otherwise recommends treatment in the main dwelling unit, or included additional structures identified below or on the Property within thirty (30) feet of such unit or structure(s) (or as otherwise required by government regulations if SELLER is obtaining an FHA or other government program Loan(s)). BUYER will pay for any inspections requested by BUYER and/or required by BUYER'S Lender(s).
The inspection report must be delivered WITHIN THE INSPECTION PERIOD, or any treatment will be at the BUYER’S expense.

1. If treatment is required, SELLER will provide BUYER with a certificate evidencing treatment by a certified pest inspector of SELLER’S choice, which certificate BUYER agrees to accept. Treatment will be completed no earlier than ninety (90) calendar days prior to the Closing Date.

2. Additional structures to be included in the inspection are:

3. Any damage or repair issues related to wood-destroying insect infestations must be identified as Unacceptable Conditions and addressed as set forth below.

g. What If Buyer Does Not Conduct Inspections? If BUYER does not conduct inspections, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to the inspection provisions.

h. What is an Unacceptable Condition? An Unacceptable Condition is any condition identified in a written inspection report prepared by an independent qualified inspector(s) of BUYER’S choice, which condition is unacceptable to BUYER and not otherwise excluded in this Contract.

i. What If Buyer Does Not Give Timely Notice Of Unacceptable Conditions? If BUYER conducts inspections but fails to notify SELLER of Unacceptable Conditions prior to the expiration of the Inspection Period, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to these inspection provisions.

j. What Is Not An Unacceptable Condition? The following items will not be considered Unacceptable Conditions and cannot be used by BUYER as a reason to cancel or renegotiate this Contract. Any items marked Excluded (EX) on Seller’s Disclosure and Condition of Property Addendum in addition to the following items will not be considered:

k. What If Buyer’s Inspections Reveal Unacceptable Conditions? If BUYER’S inspections reveal Unacceptable Conditions, BUYER may do any one of the following:

1. ACCEPT THE PROPERTY IN ITS PRESENT CONDITION. BUYER may notify SELLER on the Inspection Notice that the inspections are satisfactory or do nothing. In either case, BUYER will have waived any right to cancel or renegotiate due to any Unacceptable Conditions; or

2. CANCEL THIS CONTRACT by notifying SELLER on the Inspection Notice within the Inspection Period; or

3. OFFER TO RENEGOTIATE with SELLER by notifying SELLER on the Resolution of Unacceptable Conditions within the Inspection Period.

l. BUYER’S notice of cancellation or offer to renegotiate terminates the Inspection Period and must be accompanied by the applicable written inspection report(s) in their entirety from the independent, qualified inspector(s) who conducted the inspection(s).

m. Resolution of Unacceptable Conditions. BUYER and SELLER will have _____ calendar days (five (5) days if left blank) after SELLER’S receipt of BUYER’S Inspection Notice/Resolution of Unacceptable Conditions (the “Renegotiation Period”), to reach an agreement resolving the Unacceptable Conditions.
Any of the following executed and delivered to the other party or other party’s Agent prior to the expiration of the Renegotiation Period will constitute such an agreement:

1. SELLER’S signature agreeing to do everything requested by BUYER on the original Resolution of Unacceptable Conditions Amendment attached to Inspection Notice; or

2. A revised Resolution of Unacceptable Conditions Amendment signed by BUYER and SELLER resolving the unacceptable conditions; or

3. BUYER’S signature on the Resolution of Unacceptable Conditions Amendment accepting the Property in its present condition.

If no agreement resolving the Unacceptable Conditions is reached during the Renegotiation Period as provided above, then after the expiration of the Renegotiation Period either of the following is permitted under the Contract.

A. Negotiations may still proceed. Any agreement must be in a written Amendment and signed by both parties.

B. Either party may cancel this Contract by written notice to the other and the Earnest Money will be returned subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

DEFAULTS AND REMEDIES

14. DEFAULTS AND REMEDIES. SELLER or BUYER will be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either SELLER or BUYER under this Contract, the other party will have the following remedies, subject to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.

If SELLER defaults, BUYER may:

a. Specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property.

b. Terminate this Contract by written notice to SELLER and, at BUYER’S option, pursue any remedy and damages available by law or in equity. If BUYER elects to terminate this Contract, the Earnest Money will be returned to BUYER subject to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.

If BUYER defaults, SELLER may:

a. Specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property.

b. Terminate this Contract by written notice to BUYER and, at SELLER’S option, either retain the Earnest Money as liquidated damages as SELLER’S sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by BUYER’S breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine) as provided in this Contract, or pursue any other remedy and damages available at law or in equity.

In any legal action to enforce rights under this Contract, the prevailing party is entitled to reimbursement of all reasonable attorney fees, court costs, and other related legal expenses incurred in connection with such legal action.
15. DISPUTE RESOLUTION. If a dispute arises relating to this Contract prior to or after closing between BUYER and SELLER, or between BUYER or SELLER and a Brokerage Firm or its licensee assisting in the transaction, and the parties to such dispute or claim are unable to resolve the dispute, BUYER and SELLER agree in good faith to attempt to settle such dispute through the dispute resolution process using a professional mediator. The parties to the dispute must agree in writing before any settlement is binding. Any agreement signed by the parties pursuant to the dispute resolution conference shall be binding. For controversies and claims that do not exceed the lesser of: (a) $5,000.00 (five thousand dollars); or (b) the applicable jurisdictional limit of small claims court, either party may bring such claims in small claims court in lieu of dispute resolution. The following matters are excluded from dispute resolution: foreclosure or other action to enforce a deed of trust, mortgage, or land contract; an unlawful detainer action; the filing or enforcement of a mechanic's lien; any matter, which is within the jurisdiction of a probate court, or; a violation of a state's real estate license laws. Each party agrees to pay their equal share of any cost to use the services of a professional mediator, unless otherwise agreed to by the parties.

ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW

16. RADON, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS.

a. Radon. Every BUYER of residential real property is notified the Property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.

Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires SELLER to disclose any information known to SELLER that shows elevated concentrations of radon gas in residential real property.

The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician.

For additional information, please go to http://www.kansasradonprogram.org or in Missouri a national source for radon information is http://www.epa.gov/radon.

b. Microbials and Other Environmental Pollutants: BUYER acknowledges mold, fungi, bacteria and other microbials commonly exist in homes and will exist in the Property as a result of rain, humidity and other moisture in the Property and on materials during the normal construction process and as a result of the use of wood and other materials that commonly have mold, fungi, bacteria and other microbials at the time of delivery to the job site. BUYER has the opportunity to become informed about microbials and other environmental pollutants, and the potential health risks of microbials and other environmental pollutants.

1. The SELLER and Licensee assisting the SELLER and/or the BUYER do not claim or possess any special expertise in the measurement or reduction of radon, microbials or other environmental pollutants, nor have they provided any advice to BUYER as to acceptable levels or possible health hazards of radon, microbials or other environmental pollutants.

2. There can be no assurance that any existing systems, devices or methods incorporated into the Property for the purpose of reducing radon, microbials or other environmental pollutant levels will be effective and SELLER has no responsibility for the operation, maintenance or effectiveness of such systems, devices and methods.

17. LEAD BASED PAINT DISCLOSURE. If the property was built prior to 1978, BUYER acknowledges receiving, reading and signing the Federally required disclosure regarding lead based paint.

18. CRIMINAL OFFENDERS. In Missouri and Kansas, law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at http://www.Kansas.gov/kbi or by contacting the local Sheriff's office in Kansas.
In Missouri, you may find information on the homepage of the Missouri State Highway Patrol, at [https://www.mshp.dps.missouri.gov/CJ38/search.jsp](https://www.mshp.dps.missouri.gov/CJ38/search.jsp) or BUYER should contact the Sheriff of the county in which the Property is located.

19. FRANCHISE DISCLOSURE. Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

20. BROKERAGE RELATIONSHIP DISCLOSURE.

SELLER and BUYER acknowledge the Real Estate Brokerage Relationship Brochure has been furnished to them and the brokerage relationships were disclosed to them no later than the first showing, upon first contact, or immediately upon the occurrence of any change to that relationship.

SELLER and BUYER acknowledge the real estate Licensee(s) involved in this transaction may be acting as Agents of the SELLER, Agents of the BUYER, Transaction Broker(s) or Disclosed Dual Agents (Available only in Missouri).

Licensee acting in the capacity of:

- a. Agent for the SELLER has a duty to represent the SELLER’S interest and will not be the Agent of the BUYER. Information given by the BUYER to an Agent of the SELLER will be disclosed to the SELLER.
- b. Agent for the BUYER has a duty to represent the BUYER’S interest and will not be an Agent of the SELLER. Information given by the SELLER to an Agent of the BUYER will be disclosed to the BUYER.
- c. Transaction Broker is not an Agent for either party and does not advocate the interests of either party.
- d. Disclosed Dual Agent (Available only in Missouri.) is acting as an Agent for both the SELLER and the BUYER, and a separate Disclosed Dual Agency Amendment is required.

Agent generating the Contract is responsible for checking appropriate boxes on BOTH sides of Agency PRIOR TO THEIR CLIENT SIGNING.

<table>
<thead>
<tr>
<th>Licensee assisting SELLER is a: (Check appropriate box(es))</th>
<th>Licensee assisting BUYER is a: (Check appropriate box(es))</th>
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<tr>
<td>SELLS Agent</td>
<td>BUYERS Agent</td>
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<tr>
<td>Designated SELLER’S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)</td>
<td>Designated BUYER’S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)</td>
</tr>
<tr>
<td>Transaction Broker and SELLER agrees, if applicable, to sign a Transaction Broker Addendum. SELLER is not being represented.</td>
<td>Transaction Broker and BUYER agrees, if applicable, to sign a Transaction Broker Addendum. BUYER is not being represented.</td>
</tr>
<tr>
<td>Disclosed Dual Agent and SELLER agrees to sign a Disclosed Dual Agency Amendment. (Missouri only)</td>
<td>Disclosed Dual Agent and BUYER agrees to sign a Disclosed Dual Agency Amendment. (Missouri only)</td>
</tr>
<tr>
<td>BUYERS Agent</td>
<td>SELLER’S Agent</td>
</tr>
<tr>
<td>Designated BUYER’S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)</td>
<td>Designated SELLER’S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)</td>
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<td>Subagent</td>
<td>Subagent</td>
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<tr>
<td>SELLSER is not being represented.</td>
<td>BUYER is not being represented.</td>
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SOURCE OF COMPENSATION. Brokerage fees, to include but not limited to broker commissions and other fees, will be paid out of escrow at Closing as follows, unless otherwise described in the terms of the respective agency agreements or other SELLER/BUYER agreements. SELLER and BUYER understand and agree Brokers may be compensated by more than one party in the transaction. (Check all applicable boxes)

| Brokers are compensated by: □ SELLER and/or □ BUYER |

The signatures below only apply to the Brokerage Relationship Disclosure.

<table>
<thead>
<tr>
<th>Licensee assisting Seller DATE</th>
<th>Licensee assisting Buyer DATE</th>
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<tr>
<td>SELLER DATE BUYER DATE</td>
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Residential Real Estate Sale Contract Page 13 of 16
21. EARNEST MONEY AND ADDITIONAL DEPOSITS.

a. Delivery. SELLER may cancel the Contract by written notice if Earnest Money and Additional Deposits are not received by Listing Broker or Escrow Agent as specified in this Contract.

b. Deposit. Earnest Money and Additional Deposits will be deposited into an insured account by the specified Listing Broker/Escrow Agent within five (5) business days (Kansas Property) or ten (10) banking days (Missouri Property) of the Effective Date, unless otherwise agreed upon in writing. All parties agree that Listing Broker/Escrow Agent will retain any interest earned on escrowed funds.

c. Cancellation of Contract. If this Contract is terminated by the express provisions of this Contract or by either party pursuant to a right expressly given in this Contract, the Earnest Money and Additional Deposits will be returned to BUYER, and neither party will have any further rights or obligations under this Contract, except as otherwise stated in this Contract.

Notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and Additional Deposits, the parties understand neither the Listing Broker nor the Escrow Agent can distribute the Earnest Money and Additional Deposits without the written consent of all parties to this Contract unless permitted to do so by applicable state laws.

If BUYER and SELLER are unable to agree in writing upon the disposition of the Earnest Money and Additional Deposits or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader or similar proceeding and BUYER and SELLER authorize Listing Broker or Escrow Agent to pay all funds to the Clerk of the Court for disposition as the Court may direct.

BUYER and SELLER agree Listing Broker or Escrow Agent will be entitled to reimbursement of its costs incurred in connection with the inter-pleader or similar proceeding including without limitation, reasonable attorney fees and expenses.

BUYER and SELLER agree, in the absence of a dispute or written consent to distribution, the failure by either to respond in writing to a certified letter from Listing Broker or Escrow Agent within seven (7) calendar days (if Kansas Property)/fifteen (15) calendar days (if Missouri Property) of receipt thereof or failure to make written demand for return or forfeiture of the Earnest Money and Additional Deposits within thirty (30) calendar days (if Kansas Property)/sixty (60) calendar days (if Missouri Property) of notice of cancellation of this Contract will constitute consent to distribution of the Earnest Money and Additional Deposits as suggested in such certified letter.

All parties acknowledge any Earnest Deposit funds that remain in the Listing Broker or Escrow Agent's account for over one (1) year (if Missouri Property)/five (5) years (if Kansas Property) may be sent to the respective states as requested or required by law.

22. TAXES, PRORATIONS AND SPECIAL ASSESSMENTS. All general/state/county/school and municipal real estate taxes, homeowner's association dues and fees, special assessments, interest on existing Loans to be assumed by BUYER, and any other contractual obligations of SELLER to be assumed by BUYER for years prior to the current calendar year will be paid by SELLER.

a. Any of the preceding items which become due and accruce during the calendar year in which SELLER'S warranty deed is delivered (including but not limited to rents and deposits, if applicable) will be prorated between the parties as of the Closing Date and, for all years thereafter, to the extent permitted by applicable law, will be assumed and paid by the BUYER. BUYER acknowledges that the Property may be subject to a special assessment, fee, or located in an improvement district. BUYER acknowledges this disclosure is required by Kansas law, and may be found in the Seller's Disclosure and Condition of Property Addendum or a separate document, if applicable.

zilla and BUYER acknowledge they have read this page

SELLER

Initials

SELLER

BUYER
b. If the actual amount of any item, other than taxes 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. If the actual amount of taxes for the current calendar year cannot be determined, it will be estimated by using the current year's appraised value, if available from the county taxing authority, and last year's mill levy. If appraised value is not available, the Contract Purchase Price will be used with last year's mill levy. BUYER and SELLER agree to accept such prorations as final and release each other, Broker(s), Agent(s), and Closing Agent(s) from any liability for any increase or decrease in actual taxes due.

In Missouri, reassessment takes place in odd-numbered years. Missouri transactions closing in odd-numbered years are subject to the process in the preceding paragraph. Missouri transactions closing in even-numbered years will be prorated based upon the preceding year's tax amount.

23. EVIDENCE OF TITLE. SELLER agrees to provide and pay for an owner's title insurance policy in the amount of the Purchase Price insuring marketable fee simple title in BUYER, subject to the Permitted Exceptions and with the exception of any liens, encumbrances or other matters affecting title to the Property created by BUYER or arising by virtue of BUYER's activities or ownership.

Within a reasonable time after the Effective Date, but prior to the Closing Date (the "Commitment Delivery Date"), SELLER agrees, at SELLER's expense, to deliver to BUYER a title insurance commitment from a company authorized to insure titles in the state where the Property is located, setting forth its requirements to issue an owner's title policy and mortgage policy, if applicable.

Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, BUYER may not object to untimely delivery of the title commitment. The title commitment will commit to insure marketable fee simple title in the BUYER upon the recording of the deed or other document of conveyance. Title to the Property will be subject to the conditions in this Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of the date of recording the deed or other document of conveyance (the "Permitted Exceptions").

BUYER will have a reasonable time after receipt of the title commitment (the "Objection Period") to notify SELLER in writing of any valid objections to title to the Property. SELLER will then make a good faith effort to remedy the defects in title. If SELLER is not able to remedy the title defects before the Closing Date, BUYER may elect to waive the objections, extend the Closing Date a reasonable time for the SELLER to remedy the defects, or cancel this Contract by written notice.

If the time between the Effective Date and the Closing Date is short, both the Commitment Delivery Date and the Objection Period will be as soon as reasonably possible, but no later than the Closing Date.

Mechanic's Lien Coverage. The owner's title policy will also insure BUYER as of the date of recording of the deed or other document of conveyance, against any lien, or right to a lien for services, labor or material imposed by law and not shown by the public records. SELLER agrees to comply with the requirements of the title company for issuance of this coverage. Any mechanic's lien or notice of intent filed during construction and prior to closing will not be deemed a defect in title unless the title insurance company will not insure against loss therefrom.

If the Property (Missouri only) has not been occupied by SELLER and has had recent construction work performed, the SELLER may be required to post and record a "notice of intended sale", as stated in Chapter 429 of the Missouri Revised Statutes, in order for BUYER to obtain Mechanic's Lien Coverage. All parties are advised to consult with the title company regarding these requirements.

24. EXPIRATION. This offer will expire on _______________ (five (5) days if left blank), at ______ o'clock___ m. (5:00 p.m. if left blank) unless accepted or withdrawn before expiration.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.

IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.
SELLER hereby authorizes Closing Agent to obtain payoff information from SELLER’S Lender(s).

BUYER and SELLER hereby specifically permit the Brokage(s) assisting in the transaction to obtain and retain copies of both BUYER’S and SELLER’S Closing Statements.

☐ Seller’s signature not applicable below, see Counter Offer Addendum.

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<thead>
<tr>
<th>SELLER</th>
<th>DATE</th>
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<th>BROKERAGE</th>
<th>BROKERAGE</th>
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<tr>
<td>RE/MAX Premier Realty</td>
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<tr>
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<tr>
<td>2210 W. 75th Street, Prairie Village, KS 66208</td>
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<tr>
<th>Name of Licensee assisting Seller</th>
<th>(Please Print)</th>
<th>Name of Licensee assisting Buyer</th>
<th>(Please Print)</th>
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<tbody>
<tr>
<td>Sarah Brookfield</td>
<td>913-707-4881</td>
<td>913-652-0400</td>
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<tr>
<th>Listing Licensee’s Contact #</th>
<th>Brokerage Contact #</th>
<th>Selling Licensee’s Phone #</th>
<th>Brokerage Contact #</th>
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<tr>
<td><a href="mailto:sarahbrookfield@me.com">sarahbrookfield@me.com</a></td>
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DATE OF FINAL ACCEPTANCE, THE "EFFECTIVE DATE" IS

(Effective Date to be completed by Licensee assisting the last party signing this Contract.)

**FORM CERTIFICATION. (TO BE COMPLETED BY LICENSEE PREPARING THIS FORM)**

The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her knowledge, that the printed form contains the language approved by Counsel for the Kansas City Regional Association of REALTORS®. The undersigned Licensee further confirms no additions or deletions to the approved language have been made, except such changes as may appear hereon made by hand or computer generation and signed and/or initialed by the party submitting this offer. Licensee’s signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms, to the best of the Licensee’s knowledge, no changes have been made to the approved form. (Check one)

☐ Licensee assisting Seller
☐ Licensee assisting Buyer

**CERTIFICATION OF REJECTION. (TO BE COMPLETED ONLY UPON SELLER’S REJECTION OF OFFER)**

Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on for SELLER’S consideration.

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By:

Licensee assisting Seller

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised August 2018. All previous versions of this document may no longer be valid. Copyright January 2019.
ADDENDUM TO Residential RE Contract-4820 W. 75th St PVKS 66208

THIS ADDENDUM IS FOR USE AS AN ATTACHMENT TO AN OFFER, COUNTER OFFER OR CHANGES/MODIFICATIONS ADDENDUM DURING NEGOTIATIONS. IT IS NOT INTENDED FOR USE AS AN AMENDMENT TO AN EXISTING CONTRACT.

SELLER/LANDLORD: Prairie Baptist Church

BUYER/TENANT: Lori R. Sharp Revocable Trust dated 7/11/06 as amended

PROPERTY: 4820 W. 75th Street, Prairie Village, KS 66208

THE FOLLOWING TERMS ARE AN INTEGRAL PART OF THE ABOVE REFERENCED OFFER OR COUNTER OFFER.

1. BASE CONTRACT - Paragraph # 5 or ______________________________ ADDENDUM - Paragraph # __________
   is changed as follows:
   Closing and funding will take place within 5 days after final rezoning approval.

2. BASE CONTRACT - Paragraph # ____ or ______________________________ ADDENDUM - Paragraph # _______
   is changed as follows:

3. BASE CONTRACT - Paragraph # ____ or ______________________________ ADDENDUM - Paragraph # _______
   is changed as follows:

4. ADDITIONAL TERMS, IF ANY:

5. [ ] ADDITIONAL PAGES. (Check if Applicable) The _____ additional pages attached to this Addendum contain terms which are an integral part of this Offer/Counter Offer.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Gary Smith [dotloop verified]
09/21/19 10:45 AM CDT
EWT-1TDG-82Q-A4V8

Lori Sharp [dotloop verified]
08/24/19 2:46 PM
EDT
FNG-HLM-42ZK-VB7

S fooler/Landlord DATE

BUYER/TENANT DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised August 2018. All previous versions of this document may no longer be valid. Copyright January 2019.
Lori Sharp, being duly sworn upon his oath, deposes and states:

1. I am the [owner] of the property described in the attached notice upon which an application has been filed before the Planning Commission of the City of Prairie Village, Kansas.

2. On the 16th day of December, 2019, I did comply with notification requirements to landowners as stated in Municipal Code 1973, Section 19.42.010 (E), and notified in letter by certified mail all owners of land located within 200 feet of the described real property. Notice was mailed to the following:

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Situs Address</th>
<th>Owner Address</th>
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<tbody>
<tr>
<td>Prairie Baptist Church</td>
<td>7416 Roe Avenue</td>
<td>7416 Roe Avenue, PVKS 66208</td>
</tr>
<tr>
<td></td>
<td>4820 W. 75th Street</td>
<td></td>
</tr>
<tr>
<td>Kaden James</td>
<td>4840 W. 75th Street</td>
<td>1000 W. 96th Terrace KCMO 64114</td>
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<tr>
<td>David and Renin Gilmore</td>
<td>4808 W. 76th Street</td>
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<tr>
<td>Maggie Kerkvliet</td>
<td>4716 W. 76th Street</td>
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<tr>
<td>Brad Kelsey and Amanda White</td>
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<tr>
<td>Josh Sigler</td>
<td>7429 Briar Street</td>
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</tr>
<tr>
<td>Paloma Olmo</td>
<td>4330 W. 75th Street</td>
<td>same</td>
</tr>
<tr>
<td>Deron Denton and Jeannie Irons</td>
<td>4812 W. 76th Street</td>
<td>same</td>
</tr>
</tbody>
</table>

I certify that the foregoing is true and correct.

Lori Sharp
Name
5301 West 75th Street
Prairie Village, KS 66208
Address
913-901-0505
Phone
Application No. PC2020-101

Lori Sharp, being duly sworn upon his oath, deposes and states:

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<td>4825 W. 75th Street</td>
<td>3200 W 122nd St., Leawood KS 66209</td>
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<tr>
<td>JMD Holdings LLC</td>
<td>4709 W. 75th Street</td>
<td>PO Box 23732, Overland Park, KS 66283</td>
</tr>
<tr>
<td>Abby Vannnorcstrand</td>
<td>4809 W. 75th Street</td>
<td>same</td>
</tr>
<tr>
<td>Jerad and Jessica Foster</td>
<td>7348 Roe Circle</td>
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<tr>
<td>Gregory Corbin and Cynthia Hendrickson</td>
<td>7415 Briar Street</td>
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<tr>
<td>Zachary and Patricia Winkelbauer</td>
<td>7425 Briar Street</td>
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</tr>
<tr>
<td>Gary Forristal</td>
<td>7427 Briar Street</td>
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</tr>
<tr>
<td>Todd Richardson</td>
<td>4801 W. 75th Street</td>
<td>same</td>
</tr>
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Name
5301 West 75th Street
Prairie Village, KS 66208

Address

913-901-0505
Phone
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<td>Carlos and Ada Munar</td>
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<tr>
<td>James Reagan</td>
<td>4821 W. 75th Street</td>
<td>same</td>
</tr>
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I certify that the foregoing is true and correct.

Lori Sharp
Name
5301 West 75th Street
Prairie Village, KS 66208
Address
913-901-0505
Phone
### U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

**Domestic Mail Only**

**For delivery information, visit our website at www.usps.com.**

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<td><strong>Jane Doe</strong></td>
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**For delivery information, visit our website at www.usps.com.**

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<td><strong>Michael Smith</strong></td>
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<td>Street and Apt. No. or PO Box No.</td>
<td>789 Oak St</td>
<td>1012 Pine St</td>
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<td>987 Maple St</td>
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<tr>
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1. The GastingerWalker& team shared with neighbors the site plan drawings on how the building, parking, and planted areas would be organized. And floor plans to highlight how the building would be organized with public and working spaces, the heights of the building areas and how they would be read from 75th Street, and materials which would be cohesive with the surrounding residential community.

2. Greg shared the two questions he had coming into the Neighborhood Meeting – how will the building look (he would not be in favor of an “ugly building”) and how will the parking be organized (he would not be in favor of all parking right on 75th Street “like a strip mall”)
   a. He said the project is favorable for him in both the overall aesthetic of the building and how the parking is located.

3. There was a question about people crossing through the Sharp Law lot to get to 75th Street, either by church members or by the public.
   a. GastingerWalker& mentioned Public Works has also identified this potential problem. One option moving forward is to create an upper lot (at the South end connected to 75th Street) and a lower lot (at the North end, connected to the Prairie Baptist lot).
   b. This would allow church members to park in the North lot of Sharp Law as overflow parking without the issues of connecting to 75th Street
   c. This would also ease grading issues as the project gets further into the design process.

4. Greg asked about how this project connects to the PV Vision Master Plan
   a. GastingerWalker& shared the conversation we had with PV about the City’s openness to 75th Street corridor mixed use that was done thoughtfully with natural materials, integrated landscaping, and sustainable approaches.
5. Kathy asked about any trees to be retained between Prairie Baptist and the Sharp Law site. She is in favor of the existing conifers in poor condition to be removed, with the dedicated memorial tree recently planted to be transplanted to a new location.
   a. GastingerWalker& agreed that these trees would need to be removed both for their condition and in the land disturbance process, these trees would be affected.
   b. GastingerWalker& agreed to coordinate with Prairie Baptist where the memorial tree will be located as the site developed further.

Next Steps:
   - Planning Commission meeting January 7th at 7pm

The preceding is our interpretation of the occurrences and conversations. Please contact us if any details appear to be in error or if you have questions or comments.
TO: Prairie Village Planning Commission
FROM: Chris Brewster, Gould Evans, Planning Consultant
DATE: January 7, 2020

Application: PC 2019-119

Request: Site plan review for a fence, with an exception

Action: A Site Plan requires the Planning Commission to apply the facts of the application to the standards and criteria of the ordinance, and if the criteria are met to approve the application. Fence standards have specific criteria to evaluate for granting exceptions.

Property Address: 5101 W. 70th Street

Applicant: Koenig Building & Restoration

Current Zoning and Land Use: R-1A Single-Family District - Single-Family Dwelling

Surrounding Zoning and Land Use:
- North: R-1A Single-Family District - Single-Family Dwellings
- East: R-1B Single-Family District - Single-Family Dwellings
- South: R-1A Single-Family District - Single-Family Dwellings
- West: R-1A Single-Family District - Single-Family Dwellings

Legal Description: NALL AVENUE GARDENS LOT 1 BLK 3 PVC-0441 0060

Property Area: 10,015.61 sq. ft. (0.23 ac.)

Related Case Files: none

Attachments: Application, Photos
General Location – Map

General Location – Aerial
Street View (looking south on Fonticello Street, subject property on right prior to construction)

Street View (looking west at fence location, subject property on right, prior to construction)
BACKGROUND:

The applicant is requesting an exception to the fence standards to construct a fence in the rear yard that does not meet the required setback on Fonticello Street. The property is a corner lot on the southwest corner of 70th and Fonticello, and Fonticello is the side street along the east property boundary with the house fronting on 70th Street. Most lots in the vicinity have a similar orientation (fronting on the east-west streets, with side yards along Fonticello Street) except the lot immediately to the east has a house skewed on the lot by primarily facing Fonticello Street with a fenced side yard opposite the subject fence. In this circumstance, the zoning ordinance requires the fence to be setback 5 feet from the right-of-way line along Fonticello. [19.44.025.C.3] The fence has already been constructed, and it aligns with the rear corner of an existing fence around the rear yard to the south. The existing fence to the south is a legal non-conforming fence, as it was built prior to the current zoning requirements. This location places the new fence approximately 2 feet over the property line and in the right-of-way along Fonticello Street. A Prairie Village building inspector measured the property and flagged the property line on June 12, 2019 prior to a permit being issued. A permit was issued on June 17, 2019 indicating that the fence had to be 5 feet from the property line, rather than the 17 feet from the edge of the new home, which the original application indicated. On July 11, 2019, the applicant again contacted city staff and met at the property to discuss the fence location, and discuss other prior communications with Public Works staff about the fence location. Staff indicated the fence would need to meet the 5-foot setback. Sometime after this meeting and prior to July 29, 2019 the fence was built at the originally proposed location contrary to the direction given by the City when the permit was issued. The fence was inspected by City Staff on July 29, 2019 and the applicant was contacted about the violation of the permit.

ANALYSIS:

This property is zoned R-1A. The fence standards in section 19.44.025 apply to this property, and the following specific section is the subject of this application:

C. Location.

3. Fences located on the side street of a corner lot shall not be less than five (5) feet from the right-of-way line except that if an adjacent lot faces the side street, the fence shall be setback from the right-of-way line a distance of fifteen (15) feet or not less than one-half the depth of the front yard of an adjacent building, whichever is the greater setback. [19.44.025.B.1]

This section intends to preserve the relationship of buildings, lots and yards to the streetscape, recognizing the different situations that typically arise on corner lots.

The factors that affect this particular situation are the following:

- The lot has a standard orientation, with a typical front yard on 70th Street and a side yard on Fonticello.
- The home immediately to the east has a front yard on Fonticello, although it is slightly skewed so that the majority of the front yard aligns with the front yard of the subject lot.
- The subject fence aligns with the placement of the existing fence around the rear yard of the property to the south (which according to AIMS mapping appears to be at the property line or in the right-or-way). The fence on the property to the south is non-conforming as was built before the current regulations went into effect.
- The fence was constructed in violation of the permit and not in conformance with Building Codes staff communication with the applicant.
- The proposed fence generally meets all other fence requirements in Section 19.44.025, except for the location.

The fence standards allow the Planning Commission, through site plan review, to approve adjustments to the height and location of fences if it "results in a project that is more compatible, provides better screening, provides better storm drainage management, or provides a more appropriate utilization of the site." [19.44.025.G.1.]
An application was originally submitted on September 5, 2019 but staff requested additional documentation of the actual fence location. This application remained pending until staff requested completion of the application by the December 6 application deadline, or issuing a notice to appear in municipal court if the fence was not removed within 30 days. Following that notice, staff received the amended application material included in the Planning Commission packet. The applicant held a neighborhood meeting as required by the Prairie Village Citizen Participation Policy and has provided background on that meeting to supplement the application.

CRITERIA:
The following are the Site Plan review criteria: [Section 19.32.030.]

A. Generally.
   1. The plan meets all applicable standards
   2. The plan implements any specific principles or policies of the comprehensive plan that are applicable to the area or specific project.
   3. The plan does not present any other apparent risks to the public health, safety, or welfare of the community.

The nature of this plan is that it does not meet applicable standards, although exceptions are permitted subject to specific criteria discussed below. Otherwise, this site is capable of meeting all requirements for residential property; although the orientation as a corner lot presents a different rear yard-fencing configuration in relation to the street than would typically occur. A fence located at the required setback would result in a fenced rear yard slightly larger than would occur if this house were situated on an interior lot.

B. Site Design and Engineering.
   1. The plan provides safe and easy access and internal circulation considering the site, the block and other surrounding connections, and appropriately balances vehicle and pedestrian needs.
   2. The plan provides or has existing capacity for utilities to serve the proposed development.
   3. The plan provides adequate stormwater runoff.
   4. The plan provides proper grading considering the prevailing grades and the relationship of adjacent uses.

This site is currently served by utilities and this plan does not affect any utility, access or runoff issues not already addressed through the building permit. No changes to the grade, building footprint or impervious surface are proposed or impacted by consideration of this application, and therefore stormwater runoff will not be affected.

C. Building Design.
   1. The location, orientation, scale, and massing of the building creates appropriate relationships to the streetscape and to adjacent properties.
   2. The selection and application of materials will promote proper maintenance and quality appearances over time.
   3. The architectural design reflects a consistent theme and design approach. Specifically, the scale, proportion, forms and features, and selection and allocation of materials reflect a coordinated, unified whole.
   4. The building reinforces the character of the area and reflects a compatible architectural relationship to adjacent buildings. Specifically, the scale, proportion, forms and features, and materials of adjacent buildings inform choices on the proposed building.

This plan does not affect building design criteria not already addressed through the building permit.

D. Landscape Design.
1. The plan creates an attractive aesthetic environment and improves relationships to the streetscape and adjacent properties.
2. The plan enhances the environmental and ecological functions of un-built portions of the site.
3. The plan reduces the exposure and adverse impact of more intense activities or components of the site or building.

The intent of the proposed location standards for fences is to improve and preserve the relationship of sites and buildings to the neighborhood street frontages. In this case, there is no sidewalk along Fonticello Street and no plans to provide sidewalks. The fence does align with the fence for the rear yard to the south, which is a legal, non-conforming fence that appears to be at the property line or in the right-of-way. Any fences that are permitted to be built in these circumstances would be at the complete risk of the owner, and subject to removal at the owner’s expense if any work or other public facility need to be built in this vicinity.

The fence standards also have the following specific criteria for the Planning Commission to approve exceptions [Section 19.44.G.1.]:

- **Project that is more compatible,**
- **Provides better screening,**
- **Provides better storm drainage management,** or
- **Provides a more appropriate utilization of the site.**

Although the proposed fence does align with the existing fence on the property to the south, and it would allow a larger fenced rear yard, this property could meet the standards and still have an acceptable rear yard. The current condition and utilization of the right-of-way does not present any obvious or apparent issues with the fence location, but in general, all fences along rights-of-way should meet standards absent some other specific justification.

**RECOMMENDATION:**

Based on the information submitted with the application and considerations in this staff report, planning staff recommends that the site plan be denied.
December 11, 2019

«Name»  
«Address»  
«City», «State_» «Zip»

RE: 5101 W 70th Street – Fence Setback

Dear Neighbor,

As you know, a new home was built at 5101 W 70th Street this past year. A fence was installed on the lot with a separate fence permit from the City of Prairie Village. After the install, the City was reviewing the fence and found that it does not conform to the setback from the right of way along the East side of lot.

The fence proposal sketch showed the fencing at 17’ off the East side of the residence, aligning with the existing fence to the South. After the fence was constructed the City found the fence to be non-conforming as the ordinance is to set the fence 10’ off the right of way. Thus, the fence would need to be moved 7’ to the West. We have been instructed to file an application with the City of Prairie Village Planning Commission to request permission to keep the fence as it’s currently installed.

We have met with Public Works onsite regarding the right-of-way and were told that they have no functional or safety related issues with where the fence is located as currently installed.

The application requires us to provide an opportunity for neighbors (within 200 feet of the property) to be notified of a meeting to discuss the fence if they choose to attend. The meeting to be held on Monday, December 16th at 10:00 am onsite. Afterwards, a written summary report will be submitted to the Secretary of the Prairie Village Planning Commission identifying the persons in attendance and any concerns expressed.

Thank you for taking the time to read this letter and consider whether this issue is of personal concern.

Sincerely,

Scott Koenigsdorf  
Owner  
KOENIG Building + Restoration
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PRAIRIE VILLAGE
BUILDING PERMIT
Number 2019-0834

ISSUED TO Elite Fence & Deck

CONSTRUCTION LOCATION 5101 W 70th St

TYPE OF PERMIT Fence

CALL AHEAD - 72 HRS MINIMUM

TO SCHEDULE INSPECTIONS 913-385-4604

- Please post this permit on the front of the building so permit is visible from street
- Permit to remain posted until final approval has been issued by the City Building Inspector
- It shall be unlawful for any person, firm or corporation to allow a permit to become invalid. PVMC, Ordinances 2087 & 2088
- This permit shall become invalid unless work authorized by this permit is commenced within 180 days after its issuance, and/or if work authorized by this permit is suspended or abandoned for a period of 90 days after work is commenced.

Building Official ________________________ Date 6-17-2019

Allowable work hours: Pursuant to City Ordinance 11-201, loud noise is prohibited before 7:00 a.m. and after 10:00 p.m. on weekdays and not before 8:00 a.m. and after midnight on weekends.
City of Prairie Village Building Permit Application
7700 Mission Rd, Prairie Village KS 66208
Phone 913-385-4604 Fax 913-385-4654 E-mail permits@pvkansas.com

Project Address 5101 w 70th st Application Date 6/10/19
Property Owner's Name Koenig Builders Phone

CHECK WITH YOUR HOMES ASSOCIATION REGARDING DEED RESTRICTIONS

Use Code: (circle one)
ACC accessory structure FS fire station SFR single family residence CHU church PRK park
CC country club MUN municipal facilities RET commercial retail DUP duplex REC recreation
CON condominium OFF commercial office APT apartment POO pool

Permit Type: (circle one)
BR Building Residential MR Mechanical Residential BC Building Commercial MC Mechanical Commercial
ER Electrical Residential FF Footing / Foundation EC Electrical Commercial SB Sign / Banner
PR Plumbing Residential DP Demo / Move PC Plumbing Commercial AS Accessory Structure

General Contractor Elite Fence and Deck Phone 816-246-1850
Customer # (OFFICE USE ONLY) Email info@elitefenceanddeck.net
Address

Electrical Contractor Phone
Customer # (OFFICE USE ONLY) Email
Address

Plumbing Contractor Phone
Customer # (OFFICE USE ONLY) Email
Address

Mechanical Contractor Phone
Customer # (OFFICE USE ONLY) Email
Address

TOTAL VALUE OF ALL WORK INCLUDING LABOR: 2475

DESCRIPTION OF WORK TO BE DONE:
10' cedar 4' picket with 1-4' gate 98' cedar 6' privacy with 1-5' gate

I have read and examined this application and declare my responses to be true and correct. All laws and ordinances governing this work will be followed whether specified herein or not. I understand this permit does not grant authority to violate or cancel any state or local law. I agree to pay a plan review fee even if this application is not approved. I understand that the City may contract with outside consultants for plan reviews and/or inspections associated with this permit. When consultants are utilized, I understand that I am responsible for all City costs incurred by the use of these services. I further understand that these costs will be significantly higher than the City fee schedule, and will be in addition to permit fees. If I am to be charged for these services, the City will make a reasonable attempt to inform me prior to the provision of these services.

Permit Fee

Applicant's Name (Please Print) Kat Black
Signature of Contractor/Authorized Agent

Designated Architect or Engineer of Record

HOA Notification (OFFICE USE) YES N/A TOTAL FEES

Please complete your payment method below if you are using Visa, MasterCard or Discover, AMEX - email required if not applying in person

Name on Card Elite Fence and Deck
Card Number 4246315205714585
Security code on back of card 566
Expiration Date 12/23

The issuer of the card identified on this item is authorized to pay the amount shown as TOTAL on proper presentation. I promise to pay such TOTAL (together with any other charges due thereof) subject to and in accordance with the agreement governing the use of such card.
PRAIRIE VILLAGE KS
518-253-6518
518
518

ELITE
FENCE & DECK, INC.
1210 SW Market St.
Lee's Summit, MO 64081
(816) 246-1850
Fax (816) 787-1363
www.elitefenceanddeck.net
info@elitefenceanddeck.net

Date 6/14/19
Name ERIC LVE
Address 5101 W 70TH ST
City, State, Zip PRAIRIE VILLAGE KS
Home Phone 518-253-6518
Work Phone
Development
Email

CHAIN LINK

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Additional Cost for Tear out & Haul off: $ N/A
Place dirt: ASK CUSTOMER OR Dirt Haul off Fee: $110-

81

Total Job Cost $ 4175

Payment date
Ck.#
Amt.

SEAN FREDICKSON
Contractor Signature

Elite Fence & Deck, Inc. is authorized to perform the work as specified. All specifications, terms/conditions on back are hereby accepted.

CUSTOMER COPY
ELITE FENCE & DECK, INC.
1210 SW Market St.
Lee’s Summit, MO 64081

Terms & Conditions:

Customers are responsible for the following unless specified in writing and detailed in this contract:

- Payment for work completed is due the day of completion. A 2% service fee will be charged on all overdue accounts past 30 days.
- A One (1) year warranty on workmanship is in effect from the day the job is completed.
- Elite Fence & Deck, Inc. is not responsible for any damage that may occur to an existing underground irrigation system (sprinkler system) or pool water lines during fence or deck installation. These are unable to be located above ground by the locate companies (Missouri One Call & Kansas One Call) or Elite Fence & Deck, Inc. employees.
- Elite Fence & Deck, Inc. is not responsible for any damage that may occur to drainage tiles, private sewer lines, private utilities, private electrical lines, etc. These are unable to be located above ground by the locate companies (Missouri One Call & Kansas One Call) or Elite Fence & Deck, Inc employees.
- Elite Fence & Deck, Inc. is not responsible for any damage that may occur to plants or shrubs surrounding the fence line work area. We will do our best to avoid damaging them, but sometimes it’s impossible to get around them to put a fence in. Any items such as bird baths, trellis, signs, and other landscape décor should be moved out of the fence line area by the customer prior to the installation to avoid damage.
- All fence lines should be clear of brush, overgrowth, and debris prior to installation.
- The customer assumes full responsibility for the property line and getting the necessary city permits and/or HOA approval when applicable. If you are unsure of your property line, we recommend getting a survey prior to the fence installation.
- A $10.00 per hole charge will be added to the bid in event of adverse digging (rock, root, utility lines, etc.).
- Additional charges for use of jackhammer to break up rock or roots is $125.00 for the first hour and $45.00 per additional hour.
- On specialty products a 25% non-refundable deposit will be collected before the material is ordered.
- Bids over 30 days may be revised due to material cost changes.
- The customer is aware that outside temperature and moisture conditions may adversely affect wood products and therefore the customer expressly agrees to the seller (Elite Fence & Deck, Inc.) shall not be responsible for any expansion, shrinkage, cupping, buckling, warping, checking, splitting or other reaction of wood to moisture, or dryness. Any replacement that needs done would be at an additional charge to the customer. Seller shall not be held responsible for any type of insect infestation.

Most jobs take 2 days for installation. We set posts on day 1 and finish on day 2.
SECTION ONE: Officers. The officers of the Commission shall be a Chairman, Vice-Chairman, and Secretary. The Chairman, Vice-Chairman and Secretary shall be elected by the Planning Commission at its regular meeting in May of each year. The term of office shall be one (1) year. The officers may be re-elected by a majority vote of the membership of the Planning Commission.

SECTION TWO: Chairman. The Chairman shall preside at all meetings of the Planning Commission. At his discretion, a Chairman may call special meetings and he may also relinquish the Chair to the Vice-Chairman or other specific member. The Chairman may not make or second motions, but he may vote on any and all motions to come before the Commission. The Chairman shall appoint all committees. The Chairman shall perform all of the duties assigned to his office by law and by the City Governing Body, and shall have such usual powers of supervision and management as pertain to the office of Chairman. If the Chairmanship becomes vacant for any reason, the Vice-Chairman shall succeed to the Chairmanship for the remainder of the term.

SECTION THREE: Vice Chairman. The Vice-Chairman shall act as Chairman in the absence of the Chairman or disability of the Chairman and while so serving shall have all the authority held by the Chairman. In the event the office of Chairman becomes vacant, the Vice-Chairman shall succeed to that office for the unexpired term and the Planning Commission shall elect a new Vice-Chairman for the unexpired term.
Applications that are incomplete and do not include all the supporting documentation may not be published or placed on the agenda.

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