

## DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the **CITY OF WESTWOOD, KANSAS** (“Westwood”), and **KARBANK HOLDINGS LLC**, a Delaware limited liability company (“Developer”),

W-I-T-N-E-S-S-E-T-H:

WHEREAS, Westwood is a municipal corporation organized and existing under the laws of the State of Kansas, with its principal office located at 4700 Rainbow Boulevard, Westwood, KS 66205; and

WHEREAS, Developer is a limited liability company engaged in the businesses of real estate development and operation, with its principal office located at 2000 Shawnee Mission Parkway, Suite 400, Mission Woods, KS; and

WHEREAS, Developer and its Karbank family affiliates have developed or redeveloped, and now operate, office, retail, mixed-use and industrial developments in various locations in Johnson County, Kansas including in the municipalities of Mission Woods, Prairie Village, Merriam, Overland Park, Lenexa and Olathe; and

WHEREAS, Westwood owns a parcel of land located at 5000 Rainbow (the “City’s North Dennis Park Parcel”) comprising 0.5344 acres of land and being Kansas Uniform Parcel Number RP630000010001 (Quick Ref R169078); and

WHEREAS, Westwood owns a parcel of land (the “City’s South Dennis Park Parcel”) located immediately south of the City’s North Parcel, and commonly known as Dennis Park, comprising 0.42 acres of land and being Kansas Uniform Parcel Number RF2512033060 (Quick Ref R168613); and

WHEREAS, Westwood owns a parcel of land (the “City’s North Church Parcel”) located immediately south of the City’s South Dennis Park, comprising 1.03 acres of land and being Kansas Uniform Parcel Number RP270000000008D (Quick Ref R168791); and

WHEREAS, Westwood owns a parcel of land (the “City’s South Church Parcel”, and together with the City’s North Dennis Park Parcel, the City’s South Dennis Park Parcel and the City’s North Church Parcel, the “City Parcels”) located immediately south of the City’s North Church Parcel, comprising 0.83 acres of land and being Kansas Uniform Parcel Number RP300000010012B (Quick Ref R168898);

WHEREAS, Shawnee Mission Unified School District No. 512 (the "School District") owns a parcel of land located at 2511 West 50<sup>th</sup> Street, Westwood, Kansas (the "School District North Parcel") comprising 4.49 acres of land and being Kansas Uniform Parcel Number RP270000000008 (Quick Ref R168789); and

WHEREAS, the School District owns a parcel of land located immediately south of the School District North Parcel (the "School District South Parcel", and together with the School District North Parcel, the "School District Parcels") comprising 0.4823 acres of land and being Kansas Uniform Parcel Number RRP300000010012A (Quick ID# R168897); and

WHEREAS, the School District owns and operates Rushton Elementary School (including all buildings and other improvements, the "Rushton School") located on the School District Parcels; and

WHEREAS, pursuant to that certain *Option Agreement between Shawnee Mission School District and the City of Westwood*, last dated February 22, 2019 (the "Option Agreement"), the School District granted to Westwood an option (the "Purchase Option") and a right of first refusal (the "Refusal Right", and together with the Purchase Option, the "Option Agreement Rights") to purchase the School District Parcels (which are denominated in the Option Agreement as "Real Estate Tract 2"); and

WHEREAS, consistent with the Option Agreement, Westwood and the School District have entered into a Real Estate Purchase Agreement dated June 8<sup>th</sup>, 2023 (the "SMSD Agreement") pursuant to which Agreement Westwood has agreed to purchase, from the School District, the School District Parcels; and

WHEREAS, pursuant to that certain *Funding and Exclusive Rights Agreement*, dated as of March 9, 2023 (the "Funding Agreement"), between Westwood and Developer, Developer and Westwood agreed to terms and conditions pursuant to which Westwood and Developer would work cooperatively to undertake, fulfill and fund Developer's request that Westwood undertake and consider approval of:

- (a) Developer's acquisition of the City Parcels;
- (b) Developer's ultimate acquisition of a portion of the School District Parcels through Westwood's exercise of the Purchase Option and conveyance, subject to the terms hereof, to Developer, of a portion of the School District Parcels;

- (c) Westwood's demolition (using funds contributed to Westwood by third parties) of Rushton School once the School District has vacated the School District Parcels;
- (d) Developer's and Westwood's adjustment of the east lot lines of the School District Parcels (the "Lot Line Adjustment") by moving such east lot lines a mutually agreeable distance to the west as determined by a replat of the School District Parcels (the "Replating", which shall include the Lot Line Adjustment and which shall also include a replatting of the City Parcels);
- (e) Westwood's dedication and restriction of the western portion of the School District Parcels to public park use for a specified term of years (after the Replating, such western portions of the School District Parcels are as "City Park Land", the remaining eastern portion of the School District Parcels to be conveyed to Developer referred to as "Lot Line Adjustment Parcel", together with the City Parcels, are the "Development Parcels");
- (f) Westwood's adoption, by ordinance, of a public improvement Tax Increment District and one or more Tax Increment Financing Project Plans (the "Public TIF", the proceeds of which will be initially used to fund the cost of designing, creating, equipping, maintaining, repairing and making replacements of equipment at a municipal park on the City Park Land and may also be utilized to fund or reimburse the cost of park restrooms to be constructed, by the City or by Developer, on the City Park Land) pursuant to the Tax Increment Financing Act, K.S.A. 12-1770 *et seq.*;
- (g) Westwood's approval, by ordinance, of industrial revenue bond financing (the "IRB Financing"), for the purpose of partially exempting sales taxes on construction materials used in constructing mixed-use improvements (including office and retail) on the Development Parcels (the "Private Development") (the savings from such sales tax exemptions being for Developer's sole benefit) all pursuant to the Industrial Revenue Bond Act, K.S.A. 12-1740, *et seq.*;
- (h) Westwood's redevelopment of the City Park Land for the purpose of a public park, including all planning, landscape planning and construction of such park;
- (i) Developer's application for rezoning (the "Rezoning"), of the Development Parcels, to PD (the "PD Zoning", which for the purpose of this Agreement shall be deemed to include any "overlay" district) as prescribed in Westwood

Ordinance 1024 (the “Zoning Ordinance”) and on terms and conditions reasonably acceptable to Developer, which application is subject to consideration and recommendation of the Westwood Planning Commission and consideration and final action by the Westwood Governing Body; and

- (j) Developer’s application for approval of a preliminary development plan (the “Preliminary Development Plan”) and a final development plan (the “Final Development Plan”), both as to the Development Parcels; and
- (k) Developer’s development of the Development Parcels for the Private Development and Westwood’s approval (the “Development Approvals”) of the items above and such other activities as Westwood and Developer may agree from time to time (items (a) through (k) in this recital, and as they may be amended from time to time, are collectively the “Development Plan”).

WHEREAS, in accordance with the Funding Agreement, Developer and Westwood wish to memorialize, in this Agreement, those steps which are necessary or appropriate for undertaking the Development Plan.

NOW, THEREFORE, Westwood and Developer hereby agree as follows:

**1. Intent of the Development Plan.**

**1.1** The Development Plan will, upon completion<sup>1</sup>, result in:

**1.1.1** The Replatting;

**1.1.2** The Rezoning of the Development Parcels to PD Zoning as prescribed in the Zoning Ordinance;

**1.1.3** Approval of the Preliminary Development Plan and the Final Development Plan;

**1.1.4** Westwood’s consent to the filing of the applications for the Rezoning, the Replatting, the Preliminary Development Plan and the Final Development Plan;

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<sup>1</sup> The listing of approvals including replatting and rezoning which require procedural compliance and approval pursuant to City Code and State statute as elements of the Development Plan are in no way intended as a waiver or grant of such required approvals, the listing herein is simply an acknowledgement that such approvals will be required as an element of the required Development Plan.

- 1.1.5** The School District's consent to the Rezoning, the Replatting, the Preliminary Development Plan and the Final Development Plan;
- 1.1.6** Donation of one hundred percent (100%) of the funds for acquisition of School District Property to Westwood, by third parties.
- 1.1.7** Westwood's acquisition of the School District Parcels pursuant to the SMSD Agreement or otherwise;
- 1.1.8** Westwood's conveyance, to Developer, of the City Parcels or the Development Parcels (as the context may require); the transactions resulting in Westwood's ultimate ownership of the City Park Land and Developer's ownership of the Development Parcels are collectively the "Land Acquisitions";
- 1.1.9** Donation of one hundred percent (100%) of the funds for the demolition, rough grading and seeding of the Rushton School building, parking lot and playground, by third parties.
- 1.1.10** Westwood's ownership of, planning, finish grading and redevelopment of the City Park Land;
- 1.1.11** Westwood's grant of the Development Approvals for the Development Parcels;
- 1.1.12** Developer's construction of the Private Development, including but not limited to:
  - 1.1.12.1** One or more primarily-commercial-use (whether single-use or mixed-use) buildings consisting of one-to-four floors each, aggregating not more than one hundred forty thousand (140,000) sq. ft., expected to be commenced by December 31, 2025 and thereafter pursued diligently to completion (and such building or buildings may be built in phases at the discretion of Developer, with the first phase to be commenced by December 31, 2025 and later phases, if commenced, to be commenced and pursued diligently to completion).
  - 1.1.12.2** Other structures, facilities, drives and one or more parking garages supporting the Development Plan.

- 1.1.13 The dedication, by Westwood and solely for the use as a public park, of the City Park Land under the terms of a Declaration of Covenants and Restrictions;
  - 1.1.14 Westwood's creation of the Public TIF with Developer having the first right to purchase any bonds issued associated with such Public TIF (including, without limitation, the initial issuance of bonds and any subsequent issuance of additional bonds); and
  - 1.1.15 Developer's undertaking and closing of the IRB Financing, and Developer (or another party reasonably approved by Westwood) shall purchase the IRB Financing non-cash bonds.
  - 1.1.16 Subject to all applicable laws, the policies and procedures of the City and approval by the Governing Body of City, it is the expectation of the parties to this Agreement that the Developer will utilize IRBs to be issued by the City to finance the Private Development for the sole purpose of obtaining a sales tax exemption on the Private Development to the extent it is financed with the proceeds of the IRBs. All expenses related to the issuance of such IRBs, including, but not limited to, the City's application fee, the City's origination fee, and the fees and expenses of the City's Bond Counsel, will be the responsibility of the Developer.
2. **Development Plan Milestones.** Westwood and Developer wish to pursue the Development Plan along milestones ("Milestones", which may or may not be sequential) established by Westwood and Developer from time to time for the Development Approvals, the Land Acquisitions, the Rezoning, the Replatting, the Preliminary Development Plan, the Final Development Plan, the Public TIF and the IRB Financing, and Westwood and Developer may, from time to time by amendment to this Agreement, amend the Milestones. Those initial Milestones set by this Agreement include:
- 2.1 Funding of School District Parcels acquisition: November 21, 2023.
  - 2.2 Funding of Rushton School demolition: August 1, 2024.

**3. Development Plan Considerations.**

- 3.1** Westwood and Developer agree that the Development Plan shall take into account the considerations set forth in **(a)** Section 6.2 of the Zoning Ordinance, for development and redevelopment of lands in the PD zone district in Westwood, and in **(b)** any “overlay district”, as defined in the Zoning Ordinance, that may apply to the Development Plan.
- 3.2** The Development Plan shall be for a mix of uses, which may include office, retail, artistic, restaurant (including without limitation service of alcoholic beverages), community and residential uses.
- 3.3** As an inducement to the City’s consideration of a grant of an IRB sales tax exemption on the Private Development, the Development Plan and the Private Development shall be designed and built utilizing design standards and materials resulting in construction of the Private Development consistent with or exceeding the “basic certified rating” of the Leadership in Energy and Environmental Design (“LEED”) green building rating system for new commercial construction projects, as developed by the United States Green Building Council although formal certification need not be obtained.

**4. School District Parcels and City Parcels Acquisition.**

- 4.1** As part of the Development Plan, Developer shall acquire the City Parcels subject, however, to Developer’s redemption in full, at the closing of such acquisition, of a lease purchase agreement between Security Bank and Westwood (the “Security Bank Loan”) which is secured by a lease and purchase option as to the City Parcels. The documents evidencing the Security Bank Lease are annexed hereto as **Exhibit “A”**. Westwood represents and warrants that the principal amount outstanding under the Security Bank Lease as of the effective date of this Agreement is \$275,000. Westwood shall, from and after the date hereof and to the date of closing of Developer’s acquisition of the City Parcels, **(a)** timely make all payments of principal and interest due from time to time on the Security Bank Lease, **(b)** comply with all of the terms, conditions and covenants of the Security Bank Lease and **(c)** deliver to Developer, not later than five (5) days after Westwood’s receipt thereof, any notice from Security Bank that the Security Bank Lease is coming due or is in default.

**4.2** As part of the Development Plan, Developer shall ultimately own the Lot Line Adjustment Parcel and Westwood shall ultimately own the City Park Land. Developer and Westwood shall cooperate to accomplish these conveyances through Westwood's acquisition of the School District Parcels and conveyance, to Developer, of the Lot Line Adjustment Parcel.

**5. Parties' Cooperation.**

**5.1** Westwood shall cooperate with and assist Developer in applying for and processing any and all applications that Developer may submit, to Westwood, from time to time in furtherance of the Development Plan. Westwood shall devote such time and Westwood personnel (including without limitation in terms of scheduling, arranging for noticing Westwood governing body and other committee meetings) as may be reasonably required in order to undertake and complete the Development Plan. Such cooperation does not require Westwood to grant any application for planning, zoning or replatting or any other required administrative or legislative action necessary for the furtherance of the Private Development or the Development Plan. Westwood acknowledges that Westwood's ownership of the City Park Land and ultimate development of the Park Parcels is an element of the Development Plan and, as such (and together with any and all other civic benefits that may accrue from the Development Plan), that Westwood and its citizens will benefit from the Development Plan.

**5.2** Developer shall cooperate with Westwood relative to the application and approval the issuance of IRBs, which cooperation shall include any necessary consents required for approval. Developer acknowledges that Westwood shall have full claim to and use of any revenue generated by the Public TIF and hereby disclaims all rights to receive any revenue or benefit from the same.

**5.3** Developer and Westwood shall cooperate in granting easements across the City Park Land and the Development Parcels, including without limitation **(a)** a stormwater easement across the Development Parcels and **(b)** a sanitary sewer easement across the City Park Property (and such easements may be granted and plotted on a subsequent replat or amendment to the Replatting of the Development Parcels and the City Park Property).



5.4 Developer and Westwood shall cooperate as to Developer's licensing, to the City, ten (10) parking spaces, for use by City Park users during their visits to the City Park, in Developer's parking structure, and such license shall provide (among other things) for period "common area maintenance" costs to be paid by the City for its share of parking area costs (such share shall be a fraction, the numerator of which is 10 and the denominator of which is the number of off-street paved parking spaces on the Development Parcels).

**6. Incorporation of Recitals; Incorporation of Funding Agreement; Estoppel.**

6.1 The recitals set forth at the beginning of this Agreement, together with the Funding Agreement's terms and conditions, are expressly incorporated into this Agreement.

6.2 Each of Westwood and Developer represent and warrant to the other that **(a)** neither has given notice to the other (or received notice from the other) of any default under the Funding Agreement, **(b)** to the knowledge of Westwood and Developer, there is **(i)** no event of default outstanding under the Funding Agreement and **(ii)** no event has occurred which, with the giving of notice or the passage of time, or both, would constitute an event of default under the Funding Agreement.

**7. Permit Fees and Costs; City Park Land Costs.**

7.1 Westwood shall charge, and Developer shall pay, customary building permit fees and costs for the Private Development and the Development Plan in connection with all structures and improvements to be built on the Development Parcels, including the demolition and rough grading permit fees associated with the demolition of the Rushton School.

7.2 Westwood shall pay the costs of landscape planning, finish grading and developing the Park Parcels, it being understood that Developer's only cost as to the Park Parcels (other than the cost of acquiring the School District Parcels and undertaking and completing the Replatting and Rezoning) shall be the cost of demolishing and rough grading the Rushton School.

**8. Term.**

8.1 The term of this Agreement (the "Term") shall commence on the date hereof and shall end on the expiration date of any Tax Increment Financing Plan

applicable to the Public TIF; it is anticipated that the term of such Tax Increment Financing Plan shall be twenty (20) years from its approval by Westwood's governing body. Developer and Westwood may from time to time extend the Term in order to accommodate the rational undertaking and completion of the Development Plan as it may be amended from time to time.

**8.2** Subject, however, to Developer's and Westwood's respective rights and obligations under the Funding Agreement, Developer may, at any time prior to November 20, 2023 and for any reason, abandon the Development Plan.

**9. Notices.** Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by restricted or certified or express United States mail, postage prepaid, or delivered by hand (including by any national recognized overnight delivery service or otherwise), and addressed as follows:

To Westwood:

City of Westwood, Kansas  
Attn: City Administrator  
4700 Rainbow Blvd.  
Westwood, KS 66205

With a copy to:

Ryan B. Denk, Esquire  
McAnany, Van Cleave & Phillips, P.A.

10 E. Cambridge Cir. Dr., Ste. 300  
Kansas City, KS 66103

To Developer:

Karbank Holdings LLC  
2000 Shawnee Mission Pkwy., Ste. 400  
Mission Woods, KS 66205  
Attention: Adam Feldman, Esquire

With a copy to:

Karbank Holdings LLC  
2000 Shawnee Mission Pkwy., Ste. 400  
Mission Woods, KS 66205  
Attention: Neil D. Karbank, Esquire

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

**10. Further Assurances; Time of Essence; Force Majeure; After-Acquired Property; Estoppel.**

- 10.1** In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Westwood and Developer, Westwood and Developer agree to perform, execute and/or deliver any and all such further acts, deeds and assurances as may be reasonably required to assist or consummate the transactions contemplated hereby.
- 10.2** Time shall be of the essence as to Westwood's and Developer's obligations hereunder.
- 10.3** Notwithstanding the provisions of Section 10.2 hereof, neither Westwood nor Developer shall be required to perform any covenant or obligation in this Agreement, or be liable in damages to the other, so long as the performance or non-performance of such covenant or obligation is delayed, caused by or prevented by an act of God or force majeure.
- 10.4** In the event that Westwood shall acquire lands adjoining the City Park Land (including without limitation lands now owned by the Joanne M. Gaar Trust, which is Kansas Uniform Parcel No. RP300000010011, Quick Ref R168896), then **(a)** this Agreement shall be deemed to spread to such lands (which shall be deemed to be a part of the City Park Land) and **(b)** such lands shall be bound by this Agreement and by all of its terms and conditions.
- 10.5** Westwood shall, within ten (10) days of Developer's request from time to time, execute, acknowledge and deliver an estoppel certificate (using a form furnished by Developer) stating, if the same be true, that this Declaration is a true and exact copy of the agreement between the parties hereto and that there are no amendments hereof (or stating what the amendments are) that the same is then in full force and effect and that, to the best of Westwood's knowledge, there are no offsets, defense or counterclaims with respect to

the performance of any terms, covenants and conditions hereof on the part of Developer to be performed, and that as of such date, no default has been declared hereunder by Developer or Westwood, and that Westwood has no knowledge of any facts or circumstances which it might reasonably believe would give rise to a default hereunder by Westwood or Developer. Notwithstanding anything to the contrary contained herein, and without relieving Westwood of its obligations under this Section 10.5, Westwood's failure to timely execute, acknowledge and deliver to any Developer such estoppel certificate within ten (10) days after written demand shall constitute the acknowledgment of Westwood that all matters set forth in such instrument are true and correct.

**11. Assignment; Successors and Assigns.**

- 11.1** Developer shall have the right to assign its interest in this Agreement to any party related to the Developer by one of the relationships described in Section 267(b) or 707(b) of the United States Internal Revenue Code of 1986, as amended, or any party that is owned or controlled by or under common control with Developer, and for the purpose of this Agreement, any reference to Developer shall be deemed to include any affiliate of Developer that is owned or controlled by or under common control with Developer. Developer shall also have the right to collaterally assign Developer's rights under this Agreement to secure any lender granting, to Developer, any financing that is secured a mortgage of all or any part of the Development Parcels. Notwithstanding the foregoing, Developer may, without Westwood's consent, assign its rights and delegate its duties under this Agreement to any party after the completion of the items set forth in Sections 1.1.1 – 1.1.9 and 1.1.11 (excluding subsection [h] in the Recitals above, which is Westwood's work) herein, provided that the terms of such assignment shall bind and obligate the assignee to the terms of this Development Agreement.
- 11.2** This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that any tenant under any space lease in any building constructed on any part of the Development Parcels shall not be deemed to be Developer's assignee hereunder.
- 11.3** The Developer may not sell or lease the Development Parcels or any portion of the Private Development to an organization or for a use that is exempt from *ad valorem* taxation without the prior written consent of the

City; provided, however, that **(a)** such prohibition shall not prevent the granting of any temporary or permanent easements necessary to facilitate the construction of the projects described herein or **(b)** Developer may, in the ordinary course of its leasing of space in the Private Development, lease office or retail space to nonprofit entities so long as such leasing does not cause any part of the Private Development to be exempt from *ad valorem* taxation. In the event that Developer's leasing of space as provided for within this Section 11.3(b) results in the Private Development or any portion thereof to be exempt from *ad valorem* taxation, Developer and City shall execute a separate agreement between Developer and the City which provides for the annual payment of an amount equal to payments in lieu of taxes (PILOTS) which otherwise would have been paid in regard to such property if such space had been leased by a non-tax-exempt entity for each of the years remaining in the Term.

**12. Miscellaneous.**

- 12.1 Amendments.** This Agreement may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.
- 12.2 Counterparts.** This Agreement may be executed in several counterparts (including by facsimile or electronic signatures), each of which is deemed an original. Such counterparts shall, taken together, constitute but one and the same instrument.
- 12.3 Covenant Running With The Land.** This Agreement is and shall be deemed to be a "covenant running with the land" to which the City Parcels are subject.
- 12.4 Entire Agreement; Severability.** This Agreement embodies the entire agreement between the parties relative to the subject matter hereof and there are no oral or other agreements existing between the parties relative to the subject matter hereof which are not expressly set forth herein and covered hereby. This Agreement may be amended only by an instrument in writing signed by the parties hereto. The invalidity or unenforceability of any term or provision of this Agreement or the non-application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

- 12.5 Cumulative Rights; No Waiver.** The rights and remedies of each party hereto, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party hereto of any breach or breaches, default or defaults by the other party hereto shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
- 12.6 Applicable Law and Venue.** This Agreement shall be deemed to be entered into in the State of Kansas, and shall be construed in accordance with the laws of the State of Kansas. The sole and exclusive venue for any action for legal or equitable remedies based upon or in any way relying upon this Agreement shall be within the District Court of Johnson County, Kansas, and both parties consent to personal jurisdiction of such court. This Agreement shall be enforceable by one or more actions for damages, for declaratory relief or for specific performance (or for any combination of them), in which event the bond required for any action for injunctive relief shall be One Thousand (\$1,000.00) Dollars in cash. In the event of any such action and to the extent permitted under applicable law, the party or parties prevailing in litigation shall be entitled to receive from the non-prevailing party or parties the prevailing party's or parties' reasonable attorneys' fees and costs for such action.
- 12.7 Non-Liability of Westwood Officials and Employees.** No member of the Governing Body, official or employee of Westwood shall be personally liable to Developers, or any successor in interest to Developer, pursuant to this Agreement, nor for any default or breach of the Agreement by Westwood.
- 12.8 Authority.** Each of Westwood and Developer represent and warrant to the other that the person or persons signing this Agreement on behalf of such party are duly authorized to execute and deliver this Agreement and that such party intends to be bound by this Agreement's terms and conditions.

*[signatures commence on the following page]*

***IN WITNESS WHEREOF***, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**CITY OF WESTWOOD, KANSAS**

By: \_\_\_\_\_  
David E. Waters, Mayor

ATTEST:

By: \_\_\_\_\_  
Abby Schneweis, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ryan Denk, City Attorney

**KARBANK HOLDINGS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Table of Exhibits**

Exhibit A: Security Bank Lease Documents