

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

01/18/2024 11:12 AM

NON-STANDARD FEE: \$25.00 FEE: \$21.00 2 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0003582

Book: Page:

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Non-Standard Document

This document has been recorded and you have been charged
the non-standard fee pursuant to RSMo 59.310.3.
This certificate has been added to your document in
compliance with the laws of the State of Missouri.



Diana Smith
Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

This page has been recorded as a permanent part of your document. Please do not remove.

**SUBORDINATION OF DEED OF TRUST
(PARTIAL - CORPORATION)**

This Subordination of Deed of Trust Witnesseth, that FIRST NATIONAL BANK OF OMAHA, having a place of business in Johnson County, Kansas, as owner and holder of the note evidencing the debt secured by the DEED OF TRUST AND SECURITY AGREEMENT, executed by NP Bannister Building 5, LLC, a Missouri limited liability company dated October 17, 2022 and recorded October 25, 2022 in the office of the Recorder of Deeds for Jackson County, Missouri, as Instrument Number 2022E0097399 for value received does hereby subordinate the lien and effect of said Deed of Trust and Security Agreement to the easements and building lines and lot lines as shown on the property therein described on the plat of FINAL PLAT OF BLUE RIVER COMMERCE CENTER FOURTH PLAT, recorded as Document No. 2024E000346. Provided, however, that this subordination shall not prejudice the lien of said Deed of Trust on the remaining property therein described.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 12th day of April, 2023.

(SEAL)

By Braman Riffel
(Title) Vice President
Braman Riffel

In the State of Kansas, County of Johnson, on this 12th day of April, 2023, before, the undersigned, a Notary Public, in and for said County and State, personally appeared Braman Riffel, to me personally known, who being by me duly sworn did say that he/she is Vice President of the corporation named in the foregoing deed of release, and that the seal thereto affixed is the corporate seal of the corporation and that said deed of release was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Vice President acknowledged said instrument to be the free act and deed of said corporation. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.



Leisa Boles
Notary Public

My Commission expires 9-21-25

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

01/18/2024 11:12 AM

NON-STANDARD FEE: EXEMPT FEE: \$27.00 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0003583

Book: Page:

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Exempt Document

This document has been recorded under exempt status
pursuant to RSMo 59.310.4.

This certificate has been added to your document in
compliance with the laws of the State of Missouri.



Diana Smith
Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

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File #: 220974

ORDINANCE NO. 220974

Repealing Ordinance No. 220468 that approved the plat of Blue River Commerce Center Fourth Plat and enacting a new ordinance that approves the plat of Blue River Commerce Center Fourth Plat, an addition in Kansas City, Jackson County, Missouri, on approximately 15.25 acres generally located at the northeast corner of E. Bannister Road and Troost Avenue, creating 1 lot for the purpose of a 1 lot industrial subdivision; accepting various easements; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to record this ordinance and attached documents. (CLD-FnPlat-2022-00007)

WHEREAS, on June 9, 2022, the City Council passed Ordinance No. 220468 that approved the plat of Blue River Commerce Center Fourth Plat; and

WHEREAS, the owner has requested that the acreage be changed from 14.3 acres to 15.25 acres; and

WHEREAS, the City Council now desires to repeal Ordinance No. 220468 and pass a new ordinance that does contain the revised acreage, NOW, THEREFORE,

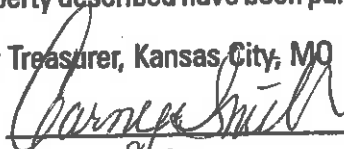
BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

ORD 220974

This is to certify that General Taxes for 2022, and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

City Treasurer, Kansas City, MO

By



Dated, 8/22, 2023

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

01/18/2024 11:12 AM

NON-STANDARD FEE: \$25.00

FEE: \$45.00

10 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0003584

Book: Page:

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Non-Standard Document

This document has been recorded and you have been charged
the non-standard fee pursuant to RSMo 59.310.3.
This certificate has been added to your document in
compliance with the laws of the State of Missouri.



Diana Smith
Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

This page has been recorded as a permanent part of your document. Please do not remove.

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
FINAL PLAT OF BLUE RIVER COMMERCE CENTER FOURTH PLAT**

THIS COVENANT made and entered into this 18th day of January, 2024 by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), NP Bannister Building 5, LLC, a Missouri limited liability company (**Developer**) and the Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68..010 et seq., RSMo (**Owner of Blue River Commerce Center Fourth Plat Lot 5 and Blue River Commerce Center First Plat Tract A**).

WHEREAS, Owner and Developer have an interest in certain real estate generally located at the northeast corner of E. Bannister Road and Troost Avenue in Kansas City, Jackson County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner and Developer intend to cause the Property to be platted as Final Plat of Blue River Commerce Center Fourth Plat (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner and Developer intend to subdivide the Property and create pursuant to the Plat Lot 5 as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner and Developer on the Property warrant storm water management control and water quality Best Management Practice facilities (**BMPs**), collectively hereinafter referred to as (**The Facilities**); and

WHEREAS, The Facilities, located on Tract A of Blue River Commerce Center 1st Plat as shown on Exhibit "C" attached hereto, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City, Developer and Owner agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

WHEREAS, these covenant provisions for the proper operation, preservation, and maintenance of The Facilities are necessary to serve the development;

NOW, THEREFORE, Owner, Developer and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

Sec. 1. Owner at their sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair, and replacement, if necessary, of The Facilities located on Tract "A."
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for The Facilities located on Tract "A."

- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.
- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract "A" to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract "A" pursuant to the approved plan on file in the office of the Director of City Planning and Development and identified as File No 2022-100.
- g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract "A" in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner and Developer fail to maintain same. In the event that the City does provide maintenance for The Facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owners of Tract "A", and/or the owner of Lot 5 served by the Facilities on Tract "A";
- b. Assess a lien on either the Tract "A" or on Lot 5 or both served by the Facilities on Tract "A";
- c. Maintain suit against the Developer and Owner, and/or the owner of Tract "A" and/or owner of Lot 5 served by The Facilities on Tract "A" for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify the Developer and Owner and/or the then-current owners of Tract "A" and Lot 5 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Developer and Owner and/or the owners of Tract "A" shall not use, nor attempt to use, the Property in any manner which would interfere with the operation of The Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build thereon or thereover any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

Sec. 4. This covenant shall run with the land legally described in Exhibit "A." Owner and Developer shall remain liable under the terms of this Covenant unless and until Owner and Developer assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 5. To the extent allowed by law, in the event of a default under a loan agreement by a third party who is assigned the rights and obligations in accordance with the terms of this Covenant, the City will agree to an assignment from the defaulting third party to the secured lender.

Sec. 6. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as

hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this Covenant has given ten (10) days notice of a change of person and address for purposes of notice under this Covenant to the other party in writing, notices shall be directed to the following:

Notices to the City shall be addressed to:

Director of City Planning & Development Department
City Hall, 414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-2548

Notice to Developer shall be addressed to:

NP Bannister Building 5, LLC
3315 N Oak Trafficway
Kansas City, MO 64116
Attn: Nathaniel Hagedorn
Phone number: (816) 888-7641

Notice to the Owner shall be addressed to:

The Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, MO 64120
Attn: Jon Stephens, President & CEO
Phone number: (816) 559-3750

Sec. 7. This Covenant shall not be amended, modified, canceled, or abrogated without the prior written consent of the City.

Sec. 8. Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sec. 9. This Covenant shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Jackson County, Missouri, and shall be binding on Owner and their respective successors, assigns and transferees.

Sec. 11. Owner and Developer shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or Developer or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

ATTESTATION BY CITY CLERK:

[Signature]
City Clerk

KANSAS CITY, MISSOURI

By: [Signature]
Director of City Planning &
Development Department

Approved as to form:

[Signature]
Assistant City Attorney

Jeffery Williams

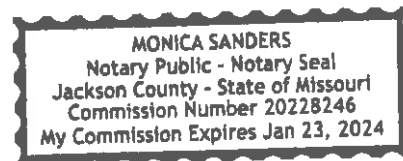
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 30th day of November, 2023 before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning & Development Department, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

[Signature]
Notary Public

My Commission Expires: Jan 23, 2024



DEVELOPER

NP Bannister Building 5, LLC
3315 N Oak Trafficway
Kansas City, MO 64116
Attn: Nathaniel Hagedorn
Phone number: (816) 888-7380

I hereby certify that I have authority to execute this document on behalf of Developer.

NP Bannister Building 5, LLC, a Missouri limited liability company
By: NPI Blue River, LLC, its Sole Member
By: NPD Management, LLC, its Administrative Representative

By: [Signature]
Nathaniel Hagedorn, Manager

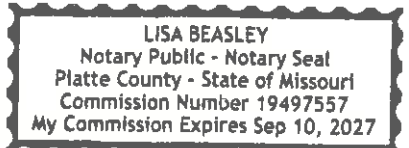
Date: 9/12/2023

Check one: () Sole Proprietor
() Partnership
() Corporation
(X) Limited Liability Company (LLC)
(Attach corporate seal if applicable)

STATE OF Missouri)
) SS
COUNTY OF Clay)

BE IT REMEMBERED, that on the 12th day of September, 2023, before me, the undersigned notary public in and for the county and state aforesaid, came Nathaniel Hagedorn, to me personally known, who being by me duly sworn did say that he is the Manager of NPD Management, LLC, the Administrative Representative of NPI Blue River, LLC, the Sole Member of NP Bannister Building 5, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members and acknowledged said instrument to be the free act and deed of said limited liability company.

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



[Signature]
Notary Public

My commission expires: 9-10-2327 dB

OWNER

The Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, Missouri 64120
Attn: Jon Stephens, President & CEO
Phone number: (816) 559-3750

I hereby certify that I have authority to execute this document on behalf of Owner.

By: _____

Jon Stephens
Title: President & CEO

Date: 10/31/2023

- Check one:
- Sole Proprietor
 - Partnership
 - Corporation
 - Limited Liability Company (LLC)
 - Political Subdivision

Attach corporate seal if applicable

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

BE IT REMEMBERED, that on the 31 day of October, 2023, before me, the undersigned notary public in and for the county and state aforesaid, came Jon Stephens, to me personally known, who being by me duly sworn did say that he is the President & CEO of The Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo., and that said instrument was signed on behalf of The Port Authority of Kansas City, Missouri by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of such political subdivision.

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

Joelyn E Knight

Notary Public

My commission expires: 4/23/27

JOCELYN E. KNIGHT Notary Public-Notary Seal STATE OF MISSOURI Commissioned for Jackson County My Commission Expires: April 23, 2027 ID. #23761870
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Exhibit A
Blue River Commerce Center Fourth Plat
Legal Description

A tract of land in the North Half of Section 28, Township 48 North, Range 33 West of the 5th Principal Meridian in Kansas City, Jackson County, Missouri being bounded as follows:
Commencing at the West Quarter corner of said Section 28, being monumented by a ½" iron bar in a 0.3' deep hole in the asphalt road;

Thence South 86°51'29" East, along the South line of said Northwest Quarter, 797.67 feet;
Thence North 03°08'31" East, a distance of 48.18 feet to the North line of Bannister Avenue, the Southeast corner of Tract A, Blue River Commerce Center 1st Plat and the true POINT OF BEGINNING - FIRST TRACT;

Thence North 10°07'33" West, along the East line of said Tract A, a distance of 754.04 feet;
Thence East, along the South line of said Lot 1, a distance of 44.71 feet to the beginning of a curve tangent to said line;

Thence easterly a distance of 177.99 feet along the curve concave to the northwest, having a radius of 225.00 feet and a central angle of 45°19'31" along the South line of said Lot 1 to the Southeast corner thereof;

Thence North, along the East line of said Lot 1, a distance of 177.72 feet to the South line of Lot 2, Blue River Commerce Center 2nd/ Plat;

Thence East, along the South line of said Lot 2, a distance of 520.00 feet;

Thence South, a distance of 780.86 feet to the beginning of a curve tangent to said line;

Thence southerly a distance of 38.36 feet along the curve concave to the west, having a radius of 150.00 feet and a central angle of 14°39'12";

Thence South 14°39'12" West tangent to said curve, a distance of 124.70 feet;

Thence South 89°20'04" East, a distance of 460.67 feet;

Thence South 00°39'49" West, a distance of 98.81 feet to the North line of Bannister Avenue;

Thence North 86°40'45" West, along said North line, a distance of 326.40 feet;

Thence North 86°51'22" West, along said North line, a distance of 690.41 feet to the true POINT OF BEGINNING.

Containing an area of 15.244 acres, more or less.

Note: This bearings referenced in this description are based on Missouri State Plane Grid North. All distances and bearings herein are as surveyed and described by Tobin R. Roberts, Missouri PLS 2001015269 in December of 2021.

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
FINAL PLAT OF BLUE RIVER COMMERCE CENTER FOURTH PLAT**

THIS COVENANT made and entered into this 18th day of January, 2024, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), NP Bannister Building 5, LLC, a Missouri limited liability company (**Developer**) and the Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo (**Owner of Blue River Commerce Center Fourth Plat Lot 5 and Blue River Commerce Center First Plat Tract A**).

WHEREAS, Owner and Developer have an interest in certain real estate generally located at the northeast corner of E. Bannister Road and Troost Avenue in Kansas City, Jackson County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner and Developer intend to cause the Property to be platted as Final Plat of Blue River Commerce Center Fourth Plat (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner and Developer intend to subdivide the Property and create pursuant to the Plat Lot 5 as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner and Developer on the Property warrant storm water management control and water quality Best Management Practice facilities (**BMPs**), collectively hereinafter referred to as (**The Facilities**); and

WHEREAS, The Facilities, located on Tract A of Blue River Commerce Center 1st Plat as shown on Exhibit "C" attached hereto, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City, Developer and Owner agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

WHEREAS, these covenant provisions for the proper operation, preservation, and maintenance of The Facilities are necessary to serve the development;

NOW, THEREFORE, Owner, Developer and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

Sec. 1. Owner at their sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair, and replacement, if necessary, of The Facilities located on Tract "A."
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for The Facilities located on Tract "A."

- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.
- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract "A" to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract "A" pursuant to the approved plan on file in the office of the Director of City Planning and Development and identified as File No 2022-100.
- g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract "A" in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner and Developer fail to maintain same. In the event that the City does provide maintenance for The Facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owners of Tract "A", and/or the owner of Lot 5 served by the Facilities on Tract "A";
- b. Assess a lien on either the Tract "A" or on Lot 5 or both served by the Facilities on Tract "A";
- c. Maintain suit against the Developer and Owner, and/or the owner of Tract "A" and/or owner of Lot 5 served by The Facilities on Tract "A" for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify the Developer and Owner and/or the then-current owners of Tract "A" and Lot 5 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Developer and Owner and/or the owners of Tract "A" shall not use, nor attempt to use, the Property in any manner which would interfere with the operation of The Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build thereon or thereover any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

Sec. 4. This covenant shall run with the land legally described in Exhibit "A." Owner and Developer shall remain liable under the terms of this Covenant unless and until Owner and Developer assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 5. To the extent allowed by law, in the event of a default under a loan agreement by a third party who is assigned the rights and obligations in accordance with the terms of this Covenant, the City will agree to an assignment from the defaulting third party to the secured lender.

Sec. 6. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as

hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this Covenant has given ten (10) days notice of a change of person and address for purposes of notice under this Covenant to the other party in writing, notices shall be directed to the following:

Notices to the City shall be addressed to:

Director of City Planning & Development Department
City Hall, 414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-2548

Notice to Developer shall be addressed to:

NP Bannister Building 5, LLC
3315 N Oak Trafficway
Kansas City, MO 64116
Attn: Nathaniel Hagedorn
Phone number: (816) 888-7641

Notice to the Owner shall be addressed to:

The Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, MO 64120
Attn: Jon Stephens, President & CEO
Phone number: (816) 559-3750

Sec. 7. This Covenant shall not be amended, modified, canceled, or abrogated without the prior written consent of the City.

Sec. 8. Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sec. 9. This Covenant shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Jackson County, Missouri, and shall be binding on Owner and their respective successors, assigns and transferees.

Sec. 11. Owner and Developer shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or Developer or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

ATTESTATION BY CITY CLERK:

City Clerk

KANSAS CITY, MISSOURI

By: Jeffrey Williams
Director of City Planning &
Development Department

Approved as to form:

Pauline
Assistant City Attorney

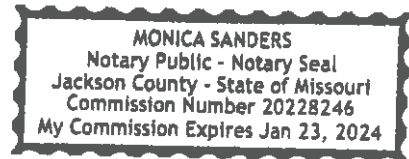
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 30th day of November, 2023 before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning & Development Department, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

Monica Sanders
Notary Public

My Commission Expires: Jan 23, 2024



OWNER

The Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, Missouri 64120
Attn: Jon Stephens, President & CEO
Phone number: (816) 559-3750

I hereby certify that I have authority to execute this document on behalf of Owner.

By: Jon Stephens

Title: President & CEO

Date: 10/31/2023

Check one:

- Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company (LLC)
- Political Subdivision

Attach corporate seal if applicable

STATE OF MISSOURI)
) SS
 COUNTY OF JACKSON)

BE IT REMEMBERED, that on the 31 day of October, 2023, before me, the undersigned notary public in and for the county and state aforesaid, came Jon Stephens, to me personally known, who being by me duly sworn did say that he is the President & CEO of The Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo., and that said instrument was signed on behalf of The Port Authority of Kansas City, Missouri by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of such political subdivision.

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

JOCELYN E. KNIGHT
 Notary Public-Notary Seal
 STATE OF MISSOURI
 Commissioned for Jackson County
 My Commission Expires: April 23, 2027
 ID #23761870

Jocelyn E. Knight
 Notary Public

My commission expires: 4/23/27

Exhibit A
Blue River Commerce Center Fourth Plat
Legal Description

A tract of land in the North Half of Section 28, Township 48 North, Range 33 West of the 5th Principal Meridian in Kansas City, Jackson County, Missouri being bounded as follows:
Commencing at the West Quarter corner of said Section 28, being monumented by a ½" iron bar in a 0.3' deep hole in the asphalt road;

Thence South 86°51'29" East, along the South line of said Northwest Quarter, 797.67 feet;
Thence North 03°08'31" East, a distance of 48.18 feet to the North line of Bannister Avenue, the Southeast corner of Tract A, Blue River Commerce Center 1st Plat and the true POINT OF BEGINNING - FIRST TRACT;
Thence North 10°07'33" West, along the East line of said Tract A, a distance of 754.04 feet;
Thence East, along the South line of said Lot 1, a distance of 44.71 feet to the beginning of a curve tangent to said line;
Thence easterly a distance of 177.99 feet along the curve concave to the northwest, having a radius of 225.00 feet and a central angle of 45°19'31" along the South line of said Lot 1 to the Southeast corner thereof;
Thence North, along the East line of said Lot 1, a distance of 177.72 feet to the South line of Lot 2, Blue River Commerce Center 2nd/ Plat;
Thence East, along the South line of said Lot 2, a distance of 520.00 feet;
Thence South, a distance of 780.86 feet to the beginning of a curve tangent to said line;
Thence southerly a distance of 38.36 feet along the curve concave to the west, having a radius of 150.00 feet and a central angle of 14°39'12";
Thence South 14°39'12" West tangent to said curve, a distance of 124.70 feet;
Thence South 89°20'04" East, a distance of 460.67 feet;
Thence South 00°39'49" West, a distance of 98.81 feet to the North line of Bannister Avenue;
Thence North 86°40'45" West, along said North line, a distance of 326.40 feet;
Thence North 86°51'22" West, along said North line, a distance of 690.41 feet to the true POINT OF BEGINNING.

Containing an area of 15.244 acres, more or less.

Note: This bearings referenced in this description are based on Missouri State Plane Grid North. All distances and bearings herein are as surveyed and described by Tobin R. Roberts, Missouri PLS 2001015269 in December of 2021.

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
FINAL PLAT OF BLUE RIVER COMMERCE CENTER FOURTH PLAT**

THIS COVENANT made and entered into this 18th day of January, 2024 by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), NP Bannister Building 5, LLC, a Missouri limited liability company (**Developer**) and the Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo (**Owner of Blue River Commerce Center Fourth Plat Lot 5 and Blue River Commerce Center First Plat Tract A**).

WHEREAS, Owner and Developer have an interest in certain real estate generally located at the northeast corner of E. Bannister Road and Troost Avenue in Kansas City, Jackson County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner and Developer intend to cause the Property to be platted as Final Plat of Blue River Commerce Center Fourth Plat (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner and Developer intend to subdivide the Property and create pursuant to the Plat Lot 5 as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner and Developer on the Property warrant storm water management control and water quality Best Management Practice facilities (**BMPs**), collectively hereinafter referred to as (**The Facilities**); and

WHEREAS, The Facilities, located on Tract A of Blue River Commerce Center 1st Plat as shown on Exhibit "C" attached hereto, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City, Developer and Owner agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

WHEREAS, these covenant provisions for the proper operation, preservation, and maintenance of The Facilities are necessary to serve the development;

NOW, THEREFORE, Owner, Developer and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

Sec. 1. Owner at their sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair, and replacement, if necessary, of The Facilities located on Tract "A."
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for The Facilities located on Tract "A."

- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.
- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract "A" to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract "A" pursuant to the approved plan on file in the office of the Director of City Planning and Development and identified as File No 2022-100.
- g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract "A" in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner and Developer fail to maintain same. In the event that the City does provide maintenance for The Facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owners of Tract "A", and/or the owner of Lot 5 served by the Facilities on Tract "A";
- b. Assess a lien on either the Tract "A" or on Lot 5 or both served by the Facilities on Tract "A";
- c. Maintain suit against the Developer and Owner, and/or the owner of Tract "A" and/or owner of Lot 5 served by The Facilities on Tract "A" for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify the Developer and Owner and/or the then-current owners of Tract "A" and Lot 5 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Developer and Owner and/or the owners of Tract "A" shall not use, nor attempt to use, the Property in any manner which would interfere with the operation of The Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build thereon or thereover any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

Sec. 4. This covenant shall run with the land legally described in Exhibit "A." Owner and Developer shall remain liable under the terms of this Covenant unless and until Owner and Developer assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 5. To the extent allowed by law, in the event of a default under a loan agreement by a third party who is assigned the rights and obligations in accordance with the terms of this Covenant, the City will agree to an assignment from the defaulting third party to the secured lender.

Sec. 6. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as

hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this Covenant has given ten (10) days notice of a change of person and address for purposes of notice under this Covenant to the other party in writing, notices shall be directed to the following:

Notices to the City shall be addressed to:

Director of City Planning & Development Department
City Hall, 414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-2548

Notice to Developer shall be addressed to:

NP Bannister Building 5, LLC
3315 N Oak Trafficway
Kansas City, MO 64116
Attn: Nathaniel Hagedorn
Phone number: (816) 888-7641

Notice to the Owner shall be addressed to:

The Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, MO 64120
Attn: Jon Stephens, President & CEO
Phone number: (816) 559-3750

Sec. 7. This Covenant shall not be amended, modified, canceled, or abrogated without the prior written consent of the City.

Sec. 8. Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sec. 9. This Covenant shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Jackson County, Missouri, and shall be binding on Owner and their respective successors, assigns and transferees.

Sec. 11. Owner and Developer shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or Developer or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

ATTESTATION BY CITY CLERK:

City Clerk

KANSAS CITY, MISSOURI

By: Jeff Williams
Director of City Planning &
Development Department

Approved as to form:

Ed [Signature]
Assistant City Attorney

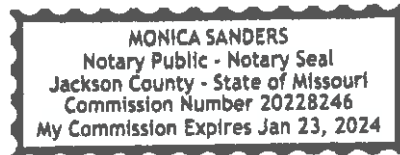
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 30th day of November, 2023 before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning & Development Department, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

Monica Sanders
Notary Public

My Commission Expires: Jan 23, 2024



OWNER

The Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, Missouri 64120
Attn: Jon Stephens, President & CEO
Phone number: (816) 559-3750

I hereby certify that I have authority to execute this document on behalf of Owner.

By: [Signature]

Title: President & CEO

Date: 10/26/2023

Check one:

- Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company (LLC)
- Political Subdivision

Attach corporate seal if applicable

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

BE IT REMEMBERED, that on the 26th day of October, 2023, before me, the undersigned notary public in and for the county and state aforesaid, came Jon Stephens, to me personally known, who being by me duly sworn did say that he is the President & CEO of The Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo., and that said instrument was signed on behalf of The Port Authority of Kansas City, Missouri by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of such political subdivision.

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

[Signature]
Notary Public

My commission expires: August 14, 2026

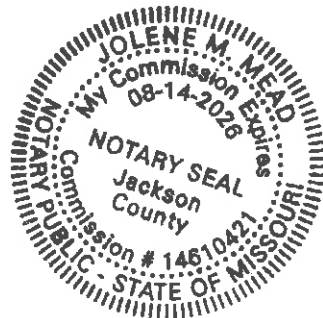


Exhibit A
Blue River Commerce Center Fourth Plat
Legal Description

A tract of land in the North Half of Section 28, Township 48 North, Range 33 West of the 5th Principal Meridian in Kansas City, Jackson County, Missouri being bounded as follows:
Commencing at the West Quarter corner of said Section 28, being monumented by a ½" iron bar in a 0.3' deep hole in the asphalt road;

Thence South 86°51'29" East, along the South line of said Northwest Quarter, 797.67 feet;
Thence North 03°08'31" East, a distance of 48.18 feet to the North line of Bannister Avenue, the Southeast corner of Tract A, Blue River Commerce Center 1st Plat and the true POINT OF BEGINNING - FIRST TRACT;

Thence North 10°07'33" West, along the East line of said Tract A, a distance of 754.04 feet;
Thence East, along the South line of said Lot 1, a distance of 44.71 feet to the beginning of a curve tangent to said line;

Thence easterly a distance of 177.99 feet along the curve concave to the northwest, having a radius of 225.00 feet and a central angle of 45°19'31" along the South line of said Lot 1 to the Southeast corner thereof;

Thence North, along the East line of said Lot 1, a distance of 177.72 feet to the South line of Lot 2, Blue River Commerce Center 2nd/ Plat;

Thence East, along the South line of said Lot 2, a distance of 520.00 feet;

Thence South, a distance of 780.86 feet to the beginning of a curve tangent to said line;

Thence southerly a distance of 38.36 feet along the curve concave to the west, having a radius of 150.00 feet and a central angle of 14°39'12";

Thence South 14°39'12" West tangent to said curve, a distance of 124.70 feet;

Thence South 89°20'04" East, a distance of 460.67 feet;

Thence South 00°39'49" West, a distance of 98.81 feet to the North line of Bannister Avenue;

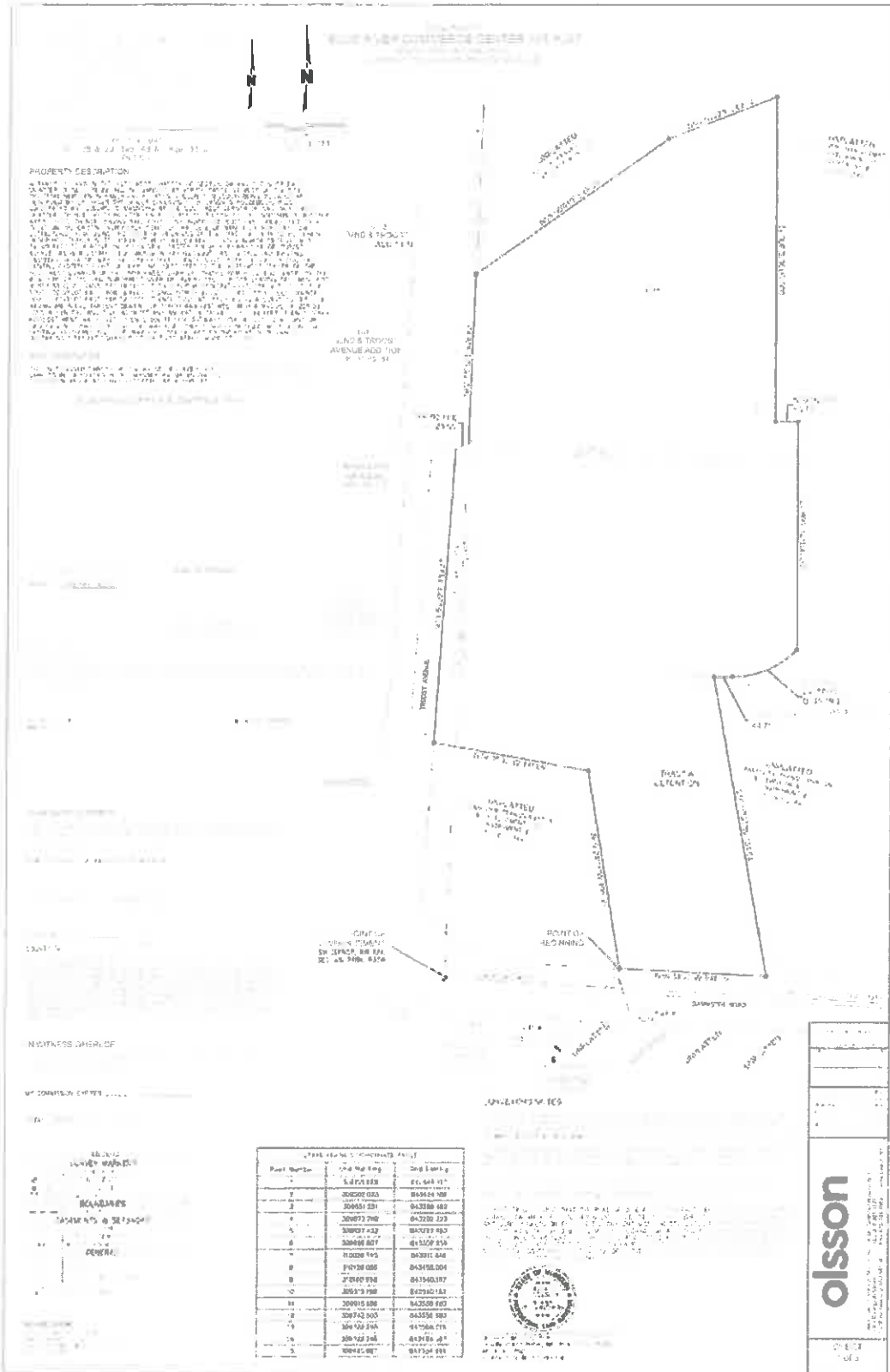
Thence North 86°40'45" West, along said North line, a distance of 326.40 feet;

Thence North 86°51'22" West, along said North line, a distance of 690.41 feet to the true POINT OF BEGINNING.

Containing an area of 15.244 acres, more or less.

Note: This bearings referenced in this description are based on Missouri State Plane Grid North. All distances and bearings herein are as surveyed and described by Tobin R. Roberts, Missouri PLS 2001015269 in December of 2021.

Exhibit C Blue River Commerce Center First Plat



**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
FINAL PLAT OF BLUE RIVER COMMERCE CENTER FOURTH PLAT**

THIS COVENANT made and entered into this 18th day of January, 2024, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), NP Bannister Building 5, LLC, a Missouri limited liability company (**Developer**) and the Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo (**Owner of Blue River Commerce Center Fourth Plat Lot 5 and Blue River Commerce Center First Plat Tract A**).

WHEREAS, Owner and Developer have an interest in certain real estate generally located at the northeast corner of E. Bannister Road and Troost Avenue in Kansas City, Jackson County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner and Developer intend to cause the Property to be platted as Final Plat of Blue River Commerce Center Fourth Plat (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner and Developer intend to subdivide the Property and create pursuant to the Plat Lot 5 as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner and Developer on the Property warrant storm water management control and water quality Best Management Practice facilities (**BMPs**), collectively hereinafter referred to as (**The Facilities**); and

WHEREAS, The Facilities, located on Tract A of Blue River Commerce Center 1st Plat as shown on Exhibit "C" attached hereto, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City, Developer and Owner agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

WHEREAS, these covenant provisions for the proper operation, preservation, and maintenance of The Facilities are necessary to serve the development;

NOW, THEREFORE, Owner, Developer and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

Sec. 1. Owner at their sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair, and replacement, if necessary, of The Facilities located on Tract "A."
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for The Facilities located on Tract "A."

- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.
- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract "A" to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract "A" pursuant to the approved plan on file in the office of the Director of City Planning and Development and identified as File No 2022-100.
- g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract "A" in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner and Developer fail to maintain same. In the event that the City does provide maintenance for The Facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owners of Tract "A", and/or the owner of Lot 5 served by the Facilities on Tract "A";
- b. Assess a lien on either the Tract "A" or on Lot 5 or both served by the Facilities on Tract "A";
- c. Maintain suit against the Developer and Owner, and/or the owner of Tract "A" and/or owner of Lot 5 served by The Facilities on Tract "A" for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify the Developer and Owner and/or the then-current owners of Tract "A" and Lot 5 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Developer and Owner and/or the owners of Tract "A" shall not use, nor attempt to use, the Property in any manner which would interfere with the operation of The Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build thereon or thereover any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

Sec. 4. This covenant shall run with the land legally described in Exhibit "A." Owner and Developer shall remain liable under the terms of this Covenant unless and until Owner and Developer assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 5. To the extent allowed by law, in the event of a default under a loan agreement by a third party who is assigned the rights and obligations in accordance with the terms of this Covenant, the City will agree to an assignment from the defaulting third party to the secured lender.

Sec. 6. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as

hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this Covenant has given ten (10) days notice of a change of person and address for purposes of notice under this Covenant to the other party in writing, notices shall be directed to the following:

Notices to the City shall be addressed to:

Director of City Planning & Development Department
City Hall, 414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-2548

Notice to Developer shall be addressed to:

NP Bannister Building 5, LLC
3315 N Oak Trafficway
Kansas City, MO 64116
Attn: Nathaniel Hagedorn
Phone number: (816) 888-7641

Notice to the Owner shall be addressed to:

The Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, MO 64120
Attn: Jon Stephens, President & CEO
Phone number: (816) 559-3750

Sec. 7. This Covenant shall not be amended, modified, canceled, or abrogated without the prior written consent of the City.

Sec. 8. Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sec. 9. This Covenant shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Jackson County, Missouri, and shall be binding on Owner and their respective successors, assigns and transferees.

Sec. 11. Owner and Developer shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or Developer or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

ATTESTATION BY CITY CLERK:

City Clerk

KANSAS CITY, MISSOURI

By: _____
Director of City Planning &
Development Department

Approved as to form:

Assistant City Attorney

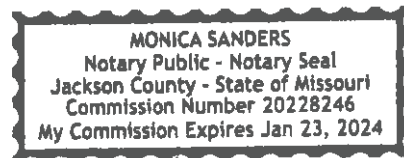
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 30th day of November, 2023 before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning & Development Department, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

Monica Sanders
Notary Public

My Commission Expires: Jan 23, 2024



DEVELOPER

NP Bannister Building 5, LLC
3315 N Oak Trafficway
Kansas City, MO 64116
Attn: Nathaniel Hagedorn
Phone number: (816) 888-7380

I hereby certify that I have authority to execute this document on behalf of Developer.

NP Bannister Building 5, LLC, a Missouri limited liability company
By: NPI Blue River, LLC, its Sole Member
By: NPD Management, LLC,
its Administrative Representative

By: [Signature]
Nathaniel Hagedorn, Manager

Date: 9/12/23

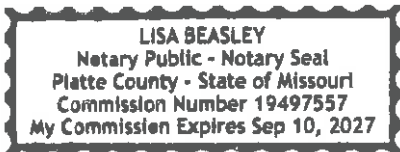
Check one: () Sole Proprietor
() Partnership
() Corporation
(X) Limited Liability Company (LLC)

(Attach corporate seal if applicable)

STATE OF Missouri)
COUNTY OF Clay) SS

BE IT REMEMBERED, that on the 12th day of September, 2023, before me, the undersigned notary public in and for the county and state aforesaid, came Nathaniel Hagedorn, to me personally known, who being by me duly sworn did say that he is the Manager of NPD Management, LLC, the Administrative Representative of NPI Blue River, LLC, the Sole Member of NP Bannister Building 5, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members and acknowledged said instrument to be the free act and deed of said limited liability company.

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



[Signature]
Notary Public

My commission expires: 9-10-27

OWNER

The Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, Missouri 64120
Attn: Jon Stephens, President & CEO
Phone number: (816) 559-3750

I hereby certify that I have authority to execute this document on behalf of Owner.

By: [Signature]

Title: President & CEO

Date: 10/31/2023

Check one:

- Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company (LLC)
- Political Subdivision

Attach corporate seal if applicable

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

BE IT REMEMBERED, that on the 31 day of October, 2023, before me, the undersigned notary public in and for the county and state aforesaid, came Jon Stephens, to me personally known, who being by me duly sworn did say that he is the President & CEO of The Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo., and that said instrument was signed on behalf of The Port Authority of Kansas City, Missouri by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of such political subdivision.

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

[Signature]
Notary Public

My commission expires: 4/23/07

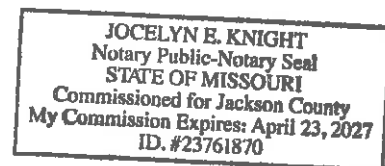


Exhibit A
Blue River Commerce Center Fourth Plat
Legal Description

A tract of land in the North Half of Section 28, Township 48 North, Range 33 West of the 5th Principal Meridian in Kansas City, Jackson County, Missouri being bounded as follows:
Commencing at the West Quarter corner of said Section 28, being monumented by a ½" iron bar in a 0.3' deep hole in the asphalt road;

Thence South 86°51'29" East, along the South line of said Northwest Quarter, 797.67 feet;
Thence North 03°08'31" East, a distance of 48.18 feet to the North line of Bannister Avenue, the Southeast corner of Tract A, Blue River Commerce Center 1st Plat and the true POINT OF BEGINNING - FIRST TRACT;
Thence North 10°07'33" West, along the East line of said Tract A, a distance of 754.04 feet;
Thence East, along the South line of said Lot 1, a distance of 44.71 feet to the beginning of a curve tangent to said line;
Thence easterly a distance of 177.99 feet along the curve concave to the northwest, having a radius of 225.00 feet and a central angle of 45°19'31" along the South line of said Lot 1 to the Southeast corner thereof;
Thence North, along the East line of said Lot 1, a distance of 177.72 feet to the South line of Lot 2, Blue River Commerce Center 2nd/ Plat;
Thence East, along the South line of said Lot 2, a distance of 520.00 feet;
Thence South, a distance of 780.86 feet to the beginning of a curve tangent to said line;
Thence southerly a distance of 38.36 feet along the curve concave to the west, having a radius of 150.00 feet and a central angle of 14°39'12";
Thence South 14°39'12" West tangent to said curve, a distance of 124.70 feet;
Thence South 89°20'04" East, a distance of 460.67 feet;
Thence South 00°39'49" West, a distance of 98.81 feet to the North line of Bannister Avenue;
Thence North 86°40'45" West, along said North line, a distance of 326.40 feet;
Thence North 86°51'22" West, along said North line, a distance of 690.41 feet to the true POINT OF BEGINNING.

Containing an area of 15.244 acres, more or less.

Note: This bearings referenced in this description are based on Missouri State Plane Grid North. All distances and bearings herein are as surveyed and described by Tobin R. Roberts, Missouri PLS 2001015269 in December of 2021.

Exhibit B

Blue River Commerce Center Fourth Plat

FINAL PLAT OF BLUE RIVER COMMERCE CENTER FOURTH PLAT

A Subdiv. plat in the NW 1/4, Sec. 36 or 28, Township 48 North, Range 13 West, Kansas City, Jackson County, Missouri

Legend

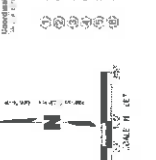
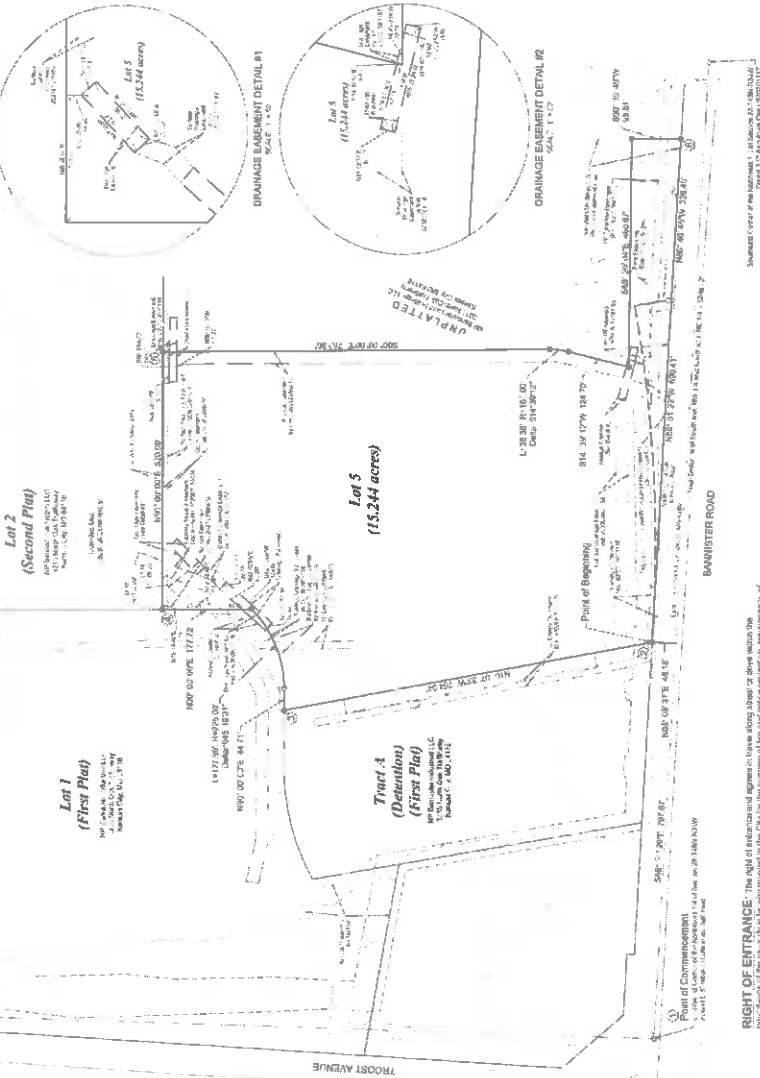
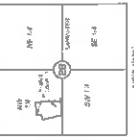
- ① Easement
- ② Easement
- ③ Easement
- ④ Easement
- ⑤ Easement
- ⑥ Easement
- ⑦ Easement
- ⑧ Easement
- ⑨ Easement
- ⑩ Easement

Developer: Blue River Commerce Center, LLC
3315 North Oak, Troy, Missouri 64686
Kansas City, MO 64115

Legal Description of Land Surveyed:
The portion of the NW 1/4 of Sec. 36 or 28, Township 48 North, Range 13 West, Jackson County, Missouri, containing 15.244 acres, more or less, as shown on the attached map.

Lot Names, Acres, & Plat

Lot Name	Acres	Plat
Lot 1 (First Plat)	15.244	1st
Lot 2 (Second Plat)	15.244	2nd
Lot 3 (Third Plat)	15.244	3rd
Lot 4 (Fourth Plat)	15.244	4th
Lot 5 (Fifth Plat)	15.244	5th



Legend

- ① Easement
- ② Easement
- ③ Easement
- ④ Easement
- ⑤ Easement
- ⑥ Easement
- ⑦ Easement
- ⑧ Easement
- ⑨ Easement
- ⑩ Easement

PLAT DEDICATION: The undersigned owners of the above described tract of land have caused this plat to be recorded in the public records of Jackson County, Missouri, for the purpose of dedicating the same to the public use of the State of Missouri, and for the purpose of dedicating the same to the public use of the City of Kansas City, Missouri, for the purpose of dedicating the same to the public use of the City of Kansas City, Missouri.

IN WITNESS WHEREOF:

City of Kansas

City of Missouri

City of Kansas City, Missouri

Witness: _____
My commission expires on: _____

Notary Public: _____
CITY OF KANSAS COMMERCIAL PUBLIC WORKS
Taxpayer ID: 01420023
Director

COUNCIL: _____
City of Kansas City, Missouri
Mayor: _____
City Clerk: _____
Mayor's Secretary: _____

Witness: _____
Assistant County Recorder/Deputy

ACCESS EASEMENT: An access easement shall be granted to the City of Kansas City, Missouri, for the purpose of providing access to the public use of the State of Missouri, and for the purpose of providing access to the public use of the City of Kansas City, Missouri.

FLOODPLAIN: The proposed easement is located in Zone X, according to the Flood Insurance Rate Map (FIRM) 2202001201, effective 1/23/2017.

STREET DEDICATION AND GRASSES: There are no streets, alleys, sidewalks, or other public improvements shown on this plat.

RIGHT OF ENTRANCE: The right of entrance and egress shall be granted to the City of Kansas City, Missouri, for the purpose of providing access to the public use of the State of Missouri, and for the purpose of providing access to the public use of the City of Kansas City, Missouri.

RESTRICTED ACCESS: No street, vehicular or other access shall be granted to the public use of the State of Missouri, and for the purpose of providing access to the public use of the City of Kansas City, Missouri.

DRAINAGE EASEMENT: A drainage easement shall be granted to the City of Kansas City, Missouri, for the purpose of providing access to the public use of the State of Missouri, and for the purpose of providing access to the public use of the City of Kansas City, Missouri.

MAINTENANCE OF TRACT: The proposed easement is located in Zone X, according to the Flood Insurance Rate Map (FIRM) 2202001201, effective 1/23/2017.

Survey Notes:

The survey was conducted by the undersigned surveyor on the 15th day of _____, 2017, at _____, Kansas City, Missouri.

Surveyor Certification:

I, _____, a duly licensed professional engineer in the State of Missouri, do hereby certify that the foregoing is a true and correct copy of the original survey as shown on the attached map.

Surveyor: _____
Professional Engineer
State of Missouri
No. of License: _____
Expiration Date: _____

Witness: _____
Assistant County Recorder/Deputy

Witness: _____
City of Kansas City, Missouri

Witness: _____
City of Kansas City, Missouri

Witness: _____
City of Kansas City, Missouri

Witness: _____
City of Kansas City, Missouri

Witness: _____
City of Kansas City, Missouri

Witness: _____
City of Kansas City, Missouri

Witness: _____
City of Kansas City, Missouri

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
FINAL PLAT OF BLUE RIVER COMMERCE CENTER FOURTH PLAT**

THIS COVENANT made and entered into this 18th day of January, 2024, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), NP Bannister Building 5, LLC, a Missouri limited liability company (**Developer**) and the Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68..010 et seq., RSMo (**Owner of Blue River Commerce Center Fourth Plat Lot 5 and Blue River Commerce Center First Plat Tract A**).

WHEREAS, Owner and Developer have an interest in certain real estate generally located at the northeast corner of E. Bannister Road and Troost Avenue in Kansas City, Jackson County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner and Developer intend to cause the Property to be platted as Final Plat of Blue River Commerce Center Fourth Plat (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner and Developer intend to subdivide the Property and create pursuant to the Plat Lot 5 as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner and Developer on the Property warrant storm water management control and water quality Best Management Practice facilities (**BMPs**), collectively hereinafter referred to as (**The Facilities**); and

WHEREAS, The Facilities, located on Tract A of Blue River Commerce Center 1st Plat as shown on Exhibit "C" attached hereto, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City, Developer and Owner agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

WHEREAS, these covenant provisions for the proper operation, preservation, and maintenance of The Facilities are necessary to serve the development;

NOW, THEREFORE, Owner, Developer and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

Sec. 1. Owner at their sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair, and replacement, if necessary, of The Facilities located on Tract "A."
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for The Facilities located on Tract "A."

- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.
- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract "A" to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract "A" pursuant to the approved plan on file in the office of the Director of City Planning and Development and identified as File No 2022-100.
- g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract "A" in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner and Developer fail to maintain same. In the event that the City does provide maintenance for The Facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owners of Tract "A", and/or the owner of Lot 5 served by the Facilities on Tract "A";
- b. Assess a lien on either the Tract "A" or on Lot 5 or both served by the Facilities on Tract "A";
- c. Maintain suit against the Developer and Owner, and/or the owner of Tract "A" and/or owner of Lot 5 served by The Facilities on Tract "A" for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify the Developer and Owner and/or the then-current owners of Tract "A" and Lot 5 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Developer and Owner and/or the owners of Tract "A" shall not use, nor attempt to use, the Property in any manner which would interfere with the operation of The Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build thereon or thereover any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

Sec. 4. This covenant shall run with the land legally described in Exhibit "A." Owner and Developer shall remain liable under the terms of this Covenant unless and until Owner and Developer assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 5. To the extent allowed by law, in the event of a default under a loan agreement by a third party who is assigned the rights and obligations in accordance with the terms of this Covenant, the City will agree to an assignment from the defaulting third party to the secured lender.

Sec. 6. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as

hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this Covenant has given ten (10) days notice of a change of person and address for purposes of notice under this Covenant to the other party in writing, notices shall be directed to the following:

Notices to the City shall be addressed to:

Director of City Planning & Development Department
City Hall, 414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-2548

Notice to Developer shall be addressed to:

NP Bannister Building 5, LLC
3315 N Oak Trafficway
Kansas City, MO 64116
Attn: Nathaniel Hagedorn
Phone number: (816) 888-7641

Notice to the Owner shall be addressed to:

The Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, MO 64120
Attn: Jon Stephens, President & CEO
Phone number: (816) 559-3750

Sec. 7. This Covenant shall not be amended, modified, canceled, or abrogated without the prior written consent of the City.

Sec. 8. Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sec. 9. This Covenant shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Jackson County, Missouri, and shall be binding on Owner and their respective successors, assigns and transferees.

Sec. 11. Owner and Developer shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or Developer or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

OWNER

The Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, Missouri 64120
Attn: Jon Stephens, President & CEO
Phone number: (816) 559-3750

I hereby certify that I have authority to execute this document on behalf of Owner.

By: [Signature]

Title: President & CEO

Date: 10/31/2023

Check one:

- Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company (LLC)
- Political Subdivision

Attach corporate seal if applicable

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

BE IT REMEMBERED, that on the 31 day of October, 2023, before me, the undersigned notary public in and for the county and state aforesaid, came Jon Stephens, to me personally known, who being by me duly sworn did say that he is the President & CEO of The Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo., and that said instrument was signed on behalf of The Port Authority of Kansas City, Missouri by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of such political subdivision.

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

[Signature]
Notary Public

My commission expires: 4/23/27

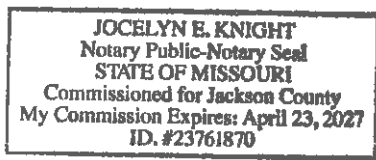


Exhibit A
Blue River Commerce Center Fourth Plat
Legal Description

A tract of land in the North Half of Section 28, Township 48 North, Range 33 West of the 5th Principal Meridian in Kansas City, Jackson County, Missouri being bounded as follows:
Commencing at the West Quarter corner of said Section 28, being monumented by a ½" iron bar in a 0.3' deep hole in the asphalt road;

Thence South 86°51'29" East, along the South line of said Northwest Quarter, 797.67 feet;
Thence North 03°08'31" East, a distance of 48.18 feet to the North line of Bannister Avenue, the Southeast corner of Tract A, Blue River Commerce Center 1st Plat and the true POINT OF BEGINNING - FIRST TRACT;

Thence North 10°07'33" West, along the East line of said Tract A, a distance of 754.04 feet;
Thence East, along the South line of said Lot 1, a distance of 44.71 feet to the beginning of a curve tangent to said line;

Thence easterly a distance of 177.99 feet along the curve concave to the northwest, having a radius of 225.00 feet and a central angle of 45°19'31" along the South line of said Lot 1 to the Southeast corner thereof;

Thence North, along the East line of said Lot 1, a distance of 177.72 feet to the South line of Lot 2, Blue River Commerce Center 2nd/ Plat;

Thence East, along the South line of said Lot 2, a distance of 520.00 feet;

Thence South, a distance of 780.86 feet to the beginning of a curve tangent to said line;

Thence southerly a distance of 38.36 feet along the curve concave to the west, having a radius of 150.00 feet and a central angle of 14°39'12";

Thence South 14°39'12" West tangent to said curve, a distance of 124.70 feet;

Thence South 89°20'04" East, a distance of 460.67 feet;

Thence South 00°39'49" West, a distance of 98.81 feet to the North line of Bannister Avenue;

Thence North 86°40'45" West, along said North line, a distance of 326.40 feet;

Thence North 86°51'22" West, along said North line, a distance of 690.41 feet to the true POINT OF BEGINNING.

Containing an area of 15.244 acres, more or less.

Note: This bearings referenced in this description are based on Missouri State Plane Grid North. All distances and bearings herein are as surveyed and described by Tobin R. Roberts, Missouri PLS 2001015269 in December of 2021.

