

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

09/27/2023 9:22 AM

NON-STANDARD FEE: EXEMPT FEE: \$66.00 6 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2023E0070124

Book: 213 Page: 25

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Exempt Document

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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 #: 220391

ORDINANCE NO. 220391

Approving the plat of Blue River Commerce Center Third Plat, an addition in Jackson County, Missouri, on approximately 63.587 acres generally located at the northeast corner of E. Bannister Road and Troost Avenue, creating 2 lots and 1 tract for the purpose of a 2 lot industrial development; accepting various easements; establishing grades on public ways; 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-2021-00065)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Blue River Commerce Center Third Plat, a subdivision in Jackson County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

Section 2. That the plat granting and reserving unto Kansas City an easement and license or right to locate, construct, operate and maintain facilities including, but not limited to, water, gas, sewerage, telephone, cable TV, surface drainage, underground conduits, pad mounted transformers, service pedestals, any and all of them upon, over, under and along the strips of land outlined and designated on the plat by the words utility easement or U/E be and the same are hereby accepted and where other easements are outlined and designated on the plat for a particular purpose, be and the same are hereby accepted for the purpose as therein set out.

Section 3. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention and BMP Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 4. That the Director of City Planning and Development is hereby authorized to execute and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public property dedicated on the plat.

Section 5. That the City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the Developer has met all of the requirements for the plat to be released for recording, in the Office of the Recorder of Deeds of Jackson County, Missouri.

Section 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on February 15, 2022.

This is to certify that General Taxes for 20~~22~~, 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 [Signature]
Dated, 8/22, 2023

Approved as to form and legality:

[Signature]
Eduard Alegre
Associate City Attorney



Authenticated as Passed

[Signature]
Quinton Lucif, Mayor

Marilyn Sanders, City Clerk
MAY 12 2022

Date Passed

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

THIS COVENANT made and entered into this ____ day of _____, 2023, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), NP Bannister Industrial, LLC, a Missouri limited liability company (**Owner**).

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

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots 3 and 4 and Tract B as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner 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 B of Blue River Commerce Center 3rd Plat as shown on Exhibit "B" 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 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 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 "B."
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for The Facilities located on Tract "B."
- 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 "B" to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract "B" pursuant to the approved plan on file in the office of the Director of City Planning and Development and identified as File No 2022-025.
- 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 "B" in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner fails 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 "B", and/or the owners of Lot 3 and 4 served by the Facilities on Tract "B";
- b. Assess a lien on either the Tract "B" or on Lots 3 and 4 or both served by the Facilities on Tract "B";
- c. Maintain suit against the Owner, and/or the owner of Tract "B" and/or owners of Lots 3 and 4 served by The Facilities on Tract "B" for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify the Owner and/or the then-current owners of Tract "B" and Lots 3 and 4 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owners of Tract "B" 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 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 Owner shall be addressed to:

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

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 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 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

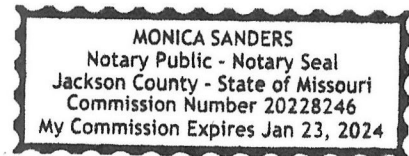
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 29th day of August, 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 Manlyn 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



OWNER

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

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

By: [Signature]
Nathaniel Hagedorn, Manager of NPD Management, LLC, the Manager of NP Bannister Industrial, LLC

Date: 8/2/2023

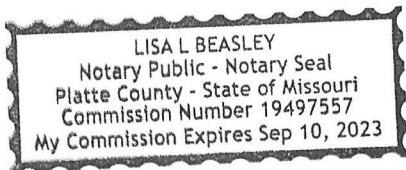
Check one: () Sole Proprietor
() Partnership
() Corporation
(X) Limited Liability Company (LLC)

(Attach corporate seal if applicable)

STATE OF Missouri)
COUNTY OF Clay) SS

BE IT REMEMBERED, that on the 2nd day of August, 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, a Missouri limited liability company, the Manager of NP Bannister Industrial, 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: 9-10-23

Exhibit A
Blue River Commerce Center Third 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 North 02°12'36" East, along the West line of said Northwest Quarter, 991.96 feet;

Thence East, a distance of 1713.00 feet along an extension of the South line of Lot 2, Blue River Commerce Center, Second Plat to the Southeast corner thereof;

Thence North, a distance of 30.00 feet to the POINT OF BEGINNING;

Thence North, a distance of 1088.50 feet;

Thence West, a distance of 935.10 feet;

Thence North, a distance of 76.13 feet;

Thence North 68°50'22" East, a distance of 123.97 feet;

Thence North 73°56'31" East, a distance of 424.27 feet;

Thence North 78°56'34" East, a distance of 768.34 feet;

Thence North 02°10'08" East, a distance of 50.21 feet;

Thence South 86°51'41" East, a distance of 195.42 feet;

Thence North 78°52'04" East, a distance of 420.37 feet;

Thence South 85°43'36" East, a distance of 375.23 feet;

Thence South 11°36'15" East, a distance of 462.74 feet;

Thence East, a distance of 262.12 feet;

Thence South 43°36'46" East, a distance of 110.94 feet to the beginning of a curve concave to the west having a radius of 215.00 feet and a central angle of 38°47'04" and being subtended by a chord which bears South 19°23'32" East 142.77 feet;

Thence southeasterly along said curve, a distance of 145.54 feet;

Thence South tangent to said curve, a distance of 898.50 feet;

Thence West, a distance of 862.60 feet;

Thence West, a distance of 942.50 feet to the true POINT OF BEGINNING;

Containing an area of 63.587 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.

SUBORDINATION OF DEED OF TRUST
(PARTIAL - CORPORATION)

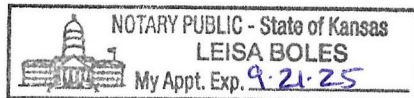
This Subordination of Deed of Trust Witnesseth, that FIRST NATIONAL BANK OF OMAHA, having a place of business in Johnson County, Kansas, as owner and holder of the note evidencing the debt secured by the DEED OF TRUST AND SECURITY AGREEMENT, executed by NP Bannister Building 3, LLC, a Missouri limited 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 THIRD PLAT, recorded as Document No. _____ . 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 Bryan J. Papp
(Title) Vice President

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 Brannen 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.