



File #: 220328

ORDINANCE NO. 220328

Approving the plat of NP Northland Park Industrial, Fourth Plat, an addition in Clay County, Missouri, on approximately 89.48 acres generally located east of the end of the right-of-way on N.E. 41st Street in Northland Park, Clay County, Missouri, creating 2 lots and 2 tracts for the purpose of a 2 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-2020-00014)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of NP Northland Park Industrial, Fourth Plat, a subdivision in Clay 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 Clay County, Missouri.

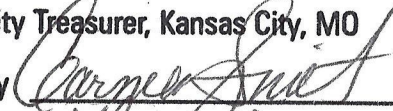
Section 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on June 16, 2020.

Approved as to form and legality:




Eluard Alegre
Assistant City Attorney

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, May 10, 2023



Authenticated as Passed


Quinton Lucas, Mayor
Marilyn Sanders, City Clerk
APR 21 2022

Date Passed

Recorded in Clay County, Missouri



Recording Date/Time: 05/16/2023 at 02:55:22 PM

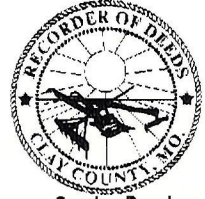
Book: 9561 Page: 43

Instr #: 2023011033

Pages: 3

Fee: \$27.00 E 20230009819

CONTINENTAL CONSULTING ENGINEERS

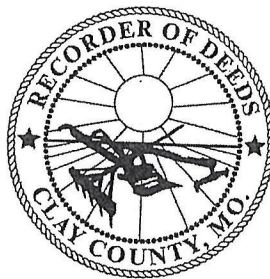


Sandra Brock
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMO 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Sandra Brock
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068



Recording Date/Time: 05/16/2023 at 02:55:22 PM

Book: 9561 Page: 44

Instr #: 2023011035

Pages: 4

Fee: \$33.00 S 20230009819



Sandra Brock
Recorder of Deeds

CONTINENTAL CONSULTING ENGINEERS

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

This Subordination of Deed of Trust Witnesseth, that The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, with a mailing address of 720 E. Wisconsin Avenue, Milwaukee, WI, 53202, as owner and holder of the note evidencing the debt secured by the FEE AND LEASEHOLD DEED OF TRUST and SECURITY AGREEMENT ("the Deed of Trust"), executed by the Port Authority of Kansas City, Missouri, as Grantor and NP Northland Park Building VII, LLC, as Borrower, dated June 30, 2022 and recorded July 1, 2022 in the office of the Recorder of Deeds for Clay County, Missouri, as Instrument Number 2022021808, in Book 9399 at Page 22, for value received does hereby subordinate the lien and effect of said Deed of Trust to the easements and building lines and lot lines as shown on the property therein described on the plat of NP NORTHLAND PARK INDUSTRIAL, FOURTH PLAT, recorded as Document No. 2023011034, in Book 9 at Page 9.4.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 12th day of September, 2022.

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY, a Wisconsin corporation

By: Northwestern Mutual Investment Management
Company, LLC, a Delaware limited liability
company, its wholly-owned affiliate

By: JM

Name: Joseph Miller

Title: Managing Director



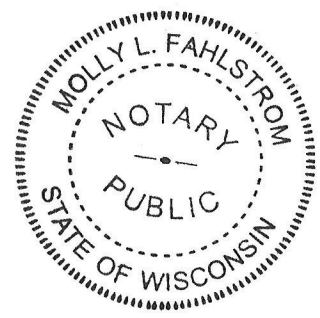
STATE OF WISCONSIN)
) ss:
COUNTY OF MILWAUKEE)

I, Molly L. Fahlstrom, a Notary Public of said State and County, do hereby certify that Joseph Miller personally came before me this day and acknowledge that Joseph Miller is the Managing Director of Northwestern Mutual Investment Management Company, LLC, a Delaware limited liability company, wholly-owned affiliate of The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, and that by authority duly given and as the act of the corporation, the foregoing Subordination of Deed of Trust was signed in its name by Joseph Miller, the Managing Director of Northwestern Mutual Investment Management Company, LLC, on behalf of The Northwestern Mutual Life Insurance Company, sealed with its corporate seal.

Witness my hand and official seal, this 12th day of September, 2022.

Molly L. Fahlstrom
Molly L. Fahlstrom, Notary Public

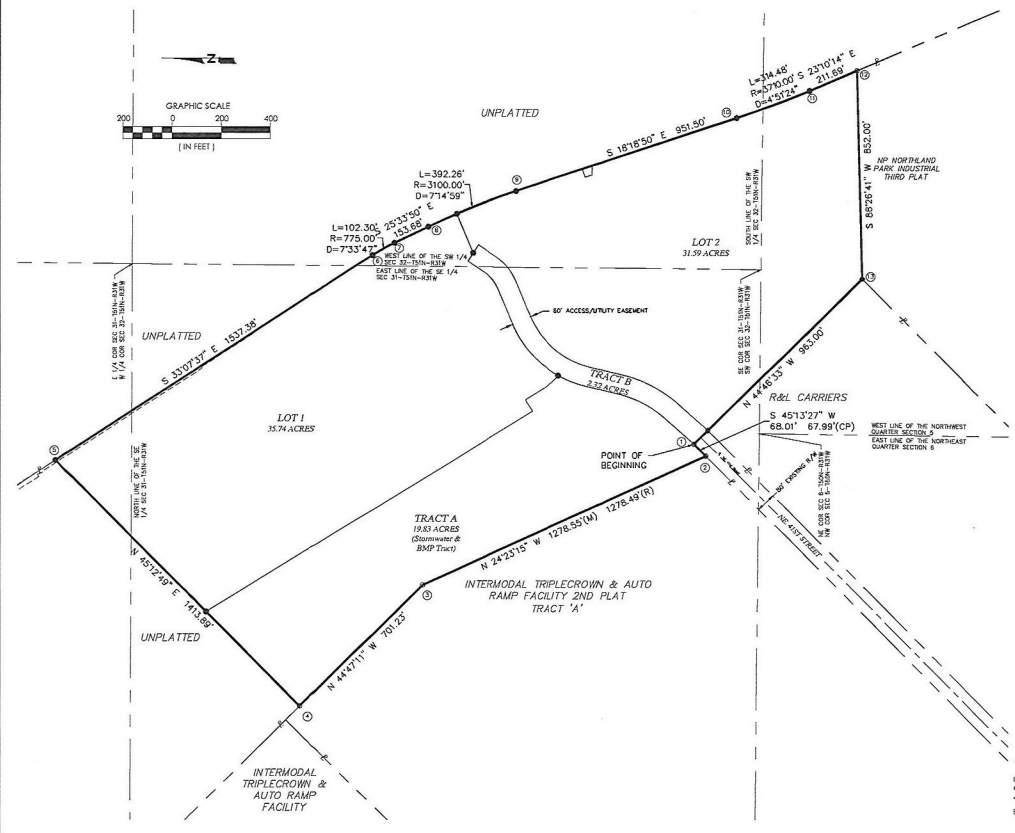
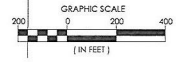
My Commission expires: March 19, 2024





FINAL PLAT OF:
NP NORTHLAND PARK INDUSTRIAL, FOURTH PLAT

A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 5, TWP. 50N, RGE. 31W,
AND ALL THAT PART OF THE SOUTHWEST QUARTER OF SEC. 31, TWP. 51N, RGE. 31W, AND
ALL THAT PART OF THE SOUTHWEST QUARTER OF SEC. 32, TWP. 51N, RGE. 31 W
KANSAS CITY, CLAY COUNTY, MISSOURI



PROPERTY DESCRIPTION
All that part of Northwest Quarter of Section 5, in Township 50 North, Range 31 West, and all that part of the Southwest Quarter of Section 31 and all that part of the Southwest Quarter of Section 32 in Township 51 North, Range 31 West, in the City of Kansas City, Clay County, Missouri, being more particularly described as follows: Beginning at the southwesterly corner of Lot 1, R & L CARRIERS, a subdivision in the City of Kansas City, Clay County, Missouri, recorded in Plat Book H, at page 68, as Document No. 2013037231 in the Clay County, Missouri Recorder of Deeds Office, thence South 45 degrees 13 minutes 27 seconds West, with the northerly line of R&L Carriers, a distance of 68.00 feet (67.89' Calculated from said Lot 1, R & L CARRIERS) to the easterly most corner of Tract A, Intermodal Triple Crown and Auto Ramp Facility, Second Plat, a subdivision in the City of Kansas City, Clay County, Missouri, thence North 24 degrees 23 minutes 15 seconds West, with the westerly line of said Tract A, Intermodal Triple Crown and Auto Ramp Facility, Second Plat, a distance of 1278.50 feet (1278.46' Plat); thence North 44 degrees 47 minutes 11 seconds West, continuing with the westerly line of Tract A, Intermodal Triple Crown and Auto Ramp Facility, Second Plat, a distance of 701.25 feet; thence North 45 degrees 12 minutes 49 seconds East, and no longer with the westerly line of Tract A, Intermodal Triple Crown and Auto Ramp Facility, Second Plat, a distance of 1415.89 feet to a point on the westerly line of the Birmingham Drainage District property, as constructed, thence South 33 degrees 07 minutes 37 seconds East, with the westerly line of Birmingham Drainage District property, as constructed, a distance of 1537.36 feet to a point of curvature; thence on a curve to the right with the westerly line of the Birmingham Drainage District property, as constructed, having a radius of 775.00 feet; a central angle of 07 degrees 43 minutes 07 seconds; an arc distance of 122.50 feet; thence South 25 degrees 33 minutes 50 seconds East, with the westerly line of the Birmingham Drainage District property, as constructed, a distance of 951.50 feet to a point of curvature; thence on a curve to the right, with the westerly line of the Birmingham Drainage District property, as constructed, having a radius of 3100.00 feet; a central angle of 07 degrees 14 minutes 59 seconds; an arc distance of 392.26 feet; thence South 18 degrees 18 minutes 50 seconds East, with the westerly line of the Birmingham Drainage District property, as constructed, a distance of 1415.89 feet; thence North 44 degrees 47 minutes 11 seconds East, with the westerly line of the Birmingham Drainage District property, as constructed, a distance of 1537.36 feet to a point of beginning. The above described tract contains 3,897,548 square feet or 89.48

PLAT DEDICATION
The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be hereinafter known as "NP NORTHLAND PARK INDUSTRIAL, FOURTH PLAT"

UTILITY EASEMENT
An easement is hereby granted to Kansas City, Missouri, for the purpose of locating, constructing, operating, and maintaining facilities for water, gas, electricity, sewage, telephone, cable TV and surface drainage, and grading, including, but not limited to, underground pipes and conduits, and mounted transformers, service pedestals, any or all of them upon, over, under and along the strips of land designated utility easements (U/E), provided that the easement granted herein is subject to any and all existing easements. Any utilities located within the designated utility easements, by virtue of their existence, do hereby consent, consent and agree that they shall be subordinate to said public right of way to the extent that existing public right of way is dedicated over the location of the utility easements. Where other easements are designated for a particular purpose, and other that they shall be limited to that purpose only. All of the above easements shall be kept free from any and all obstructions which would interfere with the construction and proper, safe and continuous maintenance of the overhead utility lines and specifically there shall not be built thereon or thereover any structure (except arborways, paved areas, roads, sheds and fences) nor shall there be any obstruction to interfere with the agents and employees of Kansas City, Missouri, and its authorized utility personnel and their agents in carrying out their duties in and over the utility easements and any other easements. No excavation or fill shall be made or operation of any kind or nature shall be performed which will reduce or increase the earth coverage over the utilities above stated or the appurtenances thereto without a valid permit from the Department of Public Works as to utility easements, and/or written approval of the Director of Water Services as to water main easements.

RIGHT OF ENTRANCE
The right of entrance and egress in traveling any street or drive within the boundaries of the property is hereby granted to Kansas City, Missouri, for the purpose of fire and police protection, maintenance of water mains, sidewalks and storm sewers and for the purpose of fire and police protection along the strips of land designated as an access easement (A/E). Such Access Easements (A/E) prohibits the construction of buildings or structures (including fences and walls) on the easement area and prohibits access by any other business entity unrelated to lots 1 and 2 that would interfere with such access to the easement area.

FLOOD ZONE DESIGNATION
The lands herein platted lie within the limits of Zone X-A (Area of 0.2% annual chance flood with average depths of less than 1 foot and with flood damage area less than 1 square mile; and areas protected by levees from 1% annual chance flood and Zone All-Other Flood depths of 1 to 3 feet (Areas of 0.2% annual chance ponding; Base Flood Elevations determined), as shown on Flood Insurance Rate Map 20950C01850 dated January 2007, 2017.

MAINTENANCE OF TRACTS
Tracts A to be used as a storm water detention tract shall be maintained by the owners of the lots, tracts, and parcels shown within this plat pursuant to Covenant to Maintain Stormwater Detention and BMP Facilities Plat of NP NORTHLAND PARK INDUSTRIAL, FOURTH PLAT, recorded simultaneously with this plat. Tract B is to be used as an Access and Utility Easement corridor shall be maintained by the owners of the lots, tracts, and parcels shown within this plat pursuant to the Easements, Covenants, and Restrictions recorded simultaneously with this plat.

STREET GRADES
The street grades for Pleasant Ave. and NE 41st Street were established by the subdivision plat of R & L Carriers, recorded in Book H at Page 68 as Instrument number 2013037231

ACCESS EASEMENT
Access easements (A/E) for ingress/egress are being granted to the owners of lots 1 and 2 for both actual vehicular and pedestrian access, and to the Birmingham Drainage District for the purpose of maintenance and agricultural uses only, and to Kansas City, Missouri, for the purpose of fire and police protection along the strips of land designated as an access easement (A/E). Such Access Easements (A/E) prohibits the construction of buildings or structures (including fences and walls) on the easement area and prohibits access by any other business entity unrelated to lots 1 and 2 that would interfere with such access to the easement area.

In testimony whereof: NP NORTHLAND PARK BUILDING W/L, LLC, a Missouri limited liability company, has caused these presents to be signed by Nathaniel Hogeboom, Manager, this _____ day of _____, 2023.

By: NP Northland Park Industrial III, LLC,
a Missouri limited liability company, its Sole Member
By: NP Management, LLC,
a Missouri limited liability company, its Manager
By: Nathaniel Hogeboom, Manager
By: NP Management, LLC,
a Missouri limited liability company, its Manager

In testimony whereof: PORT AUTHORITY OF KANSAS CITY, MISSOURI, a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo, has caused these presents to be signed by Jon D. Stephens, President & CEO, this _____ day of _____, 2023.

By: Jon D. Stephens,
President & CEO
STATE OF _____
COUNTY OF _____
COUNTY OF _____
BE IT REMEMBERED on the _____ day of _____, 2023, before me, the undersigned, a notary public in and for the County and State aforesaid, come Jon D. Stephens, to me personally known, who being by me duly sworn did say that he is the President/CEO of Port Authority of Kansas City Missouri, and that said instrument was signed on behalf of said political subdivision and that said instrument to be the free act and deed of said political subdivision.

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

My commission expires: _____ Notary Public

In testimony whereof: NP NORTHLAND PARK BUILDING W/L, LLC, a Missouri limited liability company, has caused these presents to be signed by Nathaniel Hogeboom, Manager, this _____ day of _____, 2023.

By: NP Northland Park Industrial III, LLC,
a Missouri limited liability company, its Sole Member
By: NP Management, LLC,
a Missouri limited liability company, its Manager

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

My commission expires: _____ Notary Public

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By: NP Northland Park Industrial III, LLC,
a Missouri limited liability company, its Sole Member
By: NP Management, LLC,
a Missouri limited liability company, its Manager

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

My commission expires: _____ Notary Public

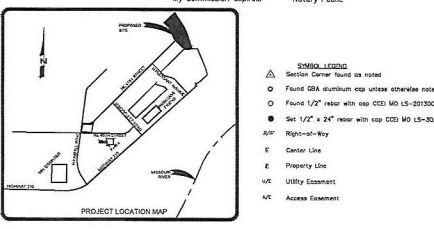
BLANKET EASEMENTS AFFECTING SUBJECT PROPERTY THAT CANNOT BE PLOTTED

- Terms and provisions, covenants, easements and restrictions as set forth in instrument designated "Administrative Guidelines and Development Standards", filed October 7, 1980 as Document No. E15327 in Book 1407, Page 878 and "Interiores" filed October 7, 1980 as Document No. E15329 in Book 1407, Page 701, as affected by the following instruments: Interiores, Protective Conditions, Covenants, Restrictions, Reservations and Easements, filed January 10, 1980 as Document No. E38841 in Book 1500, Page 547; Supplement to Interiores filed April 25, 1992 as Document No. L27612 in Book 2111, Page 933; Amendment and Supplement to Interiores filed August 7, 1997 as Document No. 2005018559 in Book 1838, Page 2712; Third Supplement to Interiores filed May 5, 2005 as Document No. 2005018559 in Book 1838, Page 150; Fourth Supplement to Interiores filed December 26, 2007 as Document No. 2007000613 in Book 1897, Page 160; Amendment of Grantor's Rights filed January 5, 2010 as Document No. 2010002251 in Book 8336, Page 38; Fifth Supplement to Interiores filed July 14, 2014 as Document No. 2014019120 in Book 8374, Page 151; Sixth Supplement to Interiores filed October 30, 2014 as Document No. 2014019120 in Book 8374, Page 151; Tenth Supplement to Interiores filed October 30, 2014 as Document No. 2014019120 in Book 8374, Page 151; Twelfth Supplement to Interiores filed March 28, 2019 as Document No. 2019021160 in Book 8374, Page 127; and Thirteenth Supplement to Interiores filed June 28, 2020 as Document No. 2020021160 in Book 8374, Page 21. (From Ownership Certificate NCS-117684-KCTC Dated March 6, 2023 and Ownership Certificate NCS-117687A-KCTC Dated March 9, 2023)
- Oil, gas or minerals conveyed, retained, assigned or any other activity concerning the sub-surface rights or ownership including the right of ingress or egress for full sub-surface purposes, with all rights incident to or growing out of said sub-surface interests, including but not limited to outcroppings, and gas leases and easements rights related thereto, if any, and including but not limited to the following: Reservation of Mineral Rights filed June 2, 2005 as Document No. 2005023023 in Book 8387, Page 47; retaining specific unity into Grantor of minerals, coal, carbon, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy, on, in, or under the above-described land, provided that Grantor does not reserve the right to use the subject property or extract minerals or other substances from the subject property above a depth of 500 feet, nor does Grantor reserve the right to use the surface of the subject property in connection with the rights reserved herein. (From Ownership Certificate NCS-117684-KCTC Dated March 6, 2023 and Ownership Certificate NCS-117687A-KCTC Dated March 9, 2023)
- Dues and obligations of the parties to a certain Lease Agreement dated February 1, 2021, by and between, the Port Authority of Kansas City, Missouri, Lessor, and NP Northland Park Building W/L, LLC, a Missouri limited liability company, Lessee, as disclosed by Notice of Lease recorded on February 11, 2021 as Document No. 2021090192 in Book 8959, Page 116. (From Ownership Certificate NCS-117684-KCTC Dated March 6, 2023)
- Terms and provisions of a certain Lease Agreement as set forth by document filed May 12, 1981 as Document No. E2499 in Book 1427, Page 716. (From Ownership Certificate NCS-117687A-KCTC Dated March 9, 2023)
- Terms and provisions of an unrecorded lease dated August 1, 2020, by and between Port Authority of Kansas City, Missouri as lessor and NP Northland Park Building W/L, LLC, a Missouri limited liability company, as lessee, as disclosed by a Notice of Lease recorded September 3, 2020 as Document No. 202003277 in Book 8790, Page 63 of Official Records. Master Amendment to Bond Documents dated October 15, 2021 and recorded on October 25, 2021 as Document No. 2021046140 in Book 9213 Page 87 of Official Records. (From Ownership Certificate NCS-117687A-KCTC Dated March 9, 2023)
- An unrecorded lease dated August 31, 2022, executed by NP Northland Park Building W/L, LLC, a Missouri limited liability company, as lessor and Port Authority of Kansas City, Missouri, as lessee, as disclosed by a Notice of Lease recorded Non-Disturbance and Attornment Agreement recorded July 1, 2022 as Document No. 2022021814 in Book 9399, Page 28 of Official Records. (From Ownership Certificate NCS-117687A-KCTC Dated March 9, 2023)

LAND USE	SQUARE FEET	ACRES
LOT 1 - MANUFACTURING	1,556,558	35.74
LOT 2 - MANUFACTURING	1,376,202	31.59
TRACT A - STORM WATER DETENTION/BMP	83,706	1.93
TRACT B - ACCESS/UTILITY EASEMENT	100,002	2.32
TOTAL	3,897,468	89.48

STATION	BEARING	DISTANCE	NORTHING	EASTING	POINT OF BEGINNING
1	N28°57'31" E	3156.85	334531.38	856499.70	
2	S45°13'27" W	20.73	334508.68	856514.99	
3	N24°23'15" W	389.70	334506.80	856503.01	
4	N44°47'11" W	214.74	334484.61	856724.08	
5	N45°12'49" E	430.95	334509.50	856603.61	
6	S33°07'47" E	468.50	334508.50	856609.37	
7	R=258.22 D=131.18		334491.42	857185.48	
8	S29°33'50" E	46.84	334489.31	857180.73	
9	R=94.88 D=119.56		334726.23	857245.58	
10	S18°18'50" W	290.02	334460.90	857436.71	
11	R=110.81 D=95.85		334391.97	857405.85	
12	S23°10'14" E	64.52	334311.97	857396.04	
13	S88°28'41" W	259.69	334304.92	857136.44	
14	S44°48'33" W	203.52	333869.97	857279.31	POINT OF BEGINNING

All bearings and coordinates shown are based on the Missouri State Plane Coordinate System, NAD 83, West Zone, using a combined grid factor of 0.899914 at Station C-D, All distances are grid distances, and all distances and coordinates are in meters.



COUNCIL
This is to certify that the within Plat was duly submitted to and Approved by the Council of Kansas City, Missouri, by Ordinance No. 210672, duly authenticated as passed this 15th day of August, 2022.

Mayer: Quinton Lucas
City Clerk: Marilyn Sanders

NOTARY PUBLIC
My commission expires: _____

DEVELOPER
NP Northland Park Industrial, LLC
1005 NW Corn St., Suite 200
Riverside, Missouri, 64150
P.O. Box 815-898-7841

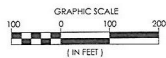
SURVEYOR/ENGINEER
Consulting Engineering
3000 State Line Rd.
Leawood, Kansas 66208
316-647-6542
John Copelin, P.L.S.

SEAL OF THE STATE OF MISSOURI
JULY 2025
No. 20050
NP INDUSTRIAL 4TH PLAT

1 OF 2

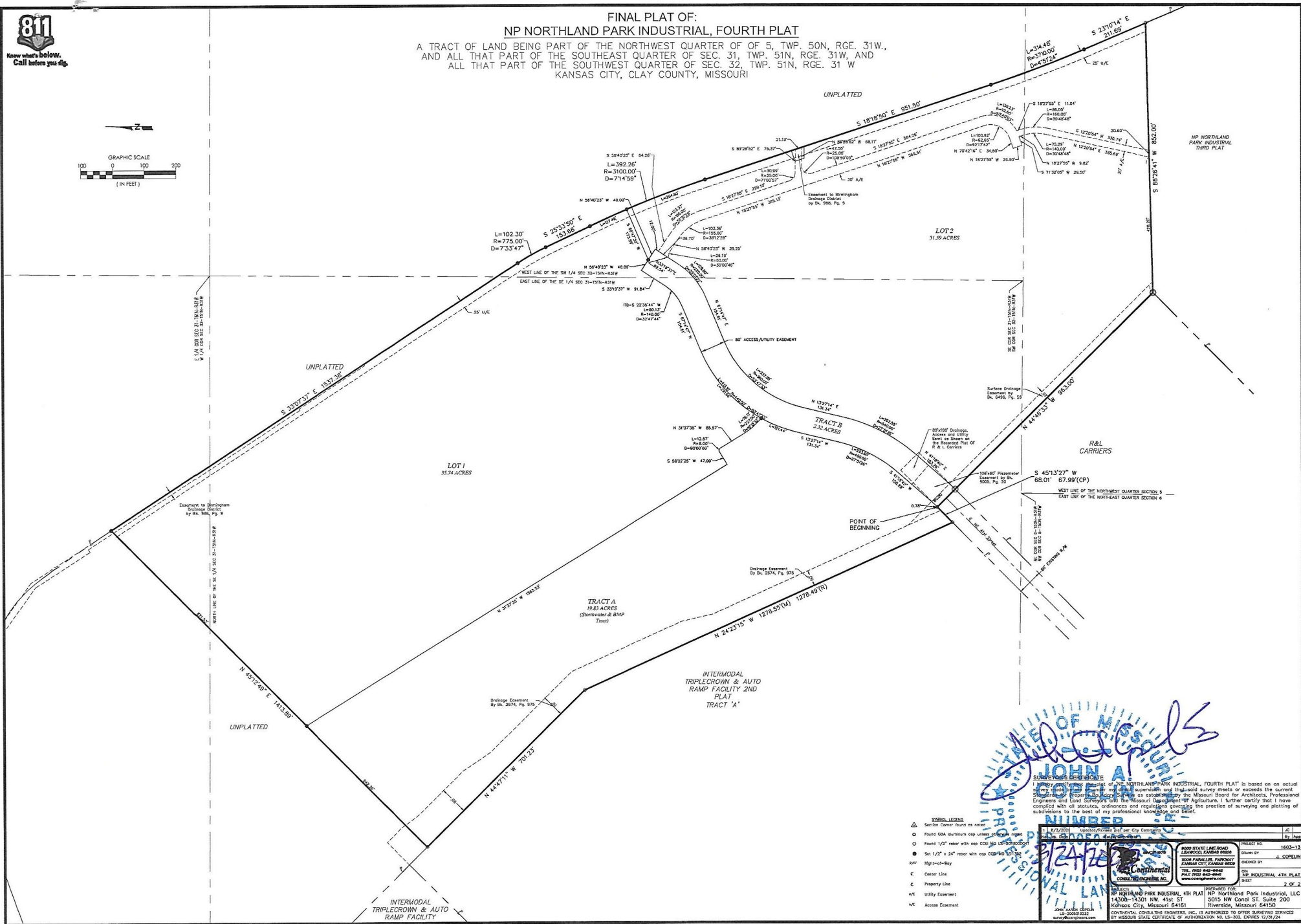


Know what's below. Call before you dig.



FINAL PLAT OF: NP NORTHLAND PARK INDUSTRIAL, FOURTH PLAT

A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF OF 5, TWP. 50N, RGE. 31W., AND ALL THAT PART OF THE SOUTHEAST QUARTER OF SEC. 31, TWP. 51N, RGE. 31W, AND ALL THAT PART OF THE SOUTHWEST QUARTER OF SEC. 32, TWP. 51N, RGE. 31W KANSAS CITY, CLAY COUNTY, MISSOURI



STATE OF MISSOURI
John A. [Signature]
PROFESSIONAL LAND SURVEYOR
NUMBER 12472

Survey was performed on the NP NORTHLAND PARK INDUSTRIAL, FOURTH PLAT based on an actual survey conducted by me or under my direct supervision and that said survey meets or exceeds the current standards of the Missouri Department of Professional Engineers and Land Surveyors and the Missouri Department of Agriculture. I further certify that I have complied with all statutes, ordinances and regulations governing the practice of surveying and plotting of subdivisions to the best of my professional knowledge and belief.

- SYMBOL LEGEND**
- Section Corner found as noted
 - △ Found GDA aluminum cap unless otherwise noted
 - Set 1/2" x 24" rebar with cap CCG 100 L5-100
 - Set 1/2" x 24" rebar with cap CCG 100 L5-100
 - Right-of-Way
 - Center Line
 - Property Line
 - Utility Easement
 - Access Easement

DATE OF SURVEY	8/2/2025	DATE OF PLAT	8/2/2025
PROJECT NO.	1603-13	SHEET	2 OF 2
DRAWN BY	J. COPELIN	PROJECT	NP NORTHLAND PARK INDUSTRIAL, 4TH PLAT
CHECKED BY	J. COPELIN	OWNER	NP Northland Park Industrial, LLC
DATE OF PLAT	8/2/2025	ADDRESS	14200-14201 NW 41st St, Suite 200, Kansas City, Missouri 64150
DATE OF SURVEY	8/2/2025	PROFESSIONAL LAND SURVEYOR	JOHN A. [Signature]
DATE OF PLAT	8/2/2025	PROFESSIONAL LAND SURVEYOR	JOHN A. [Signature]

THIS PLAT WAS FILED BY THE CLERK OF CLAY COUNTY, MISSOURI, ON 8/2/2025 AT 10:00 AM. THE CLERK'S OFFICE IS AT 1000 N. BROADWAY, KANSAS CITY, MISSOURI 64108.

Recorded in Clay County, Missouri



Recording Date/Time: 05/16/2023 at 02:55:22 PM

Book: 9561 Page: 45

Instr #: 2023011036

Pages: 11

Fee: \$76.00 N 20230009819

CONTINENTAL CONSULTING ENGINEERS

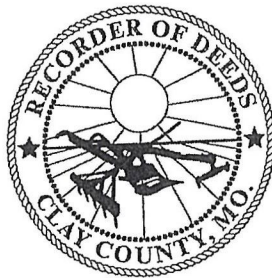


Sandra Brock
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged
the \$25.00 non-standard fee pursuant to RSMO 59.310.3
and this certificate has been added to your document in compliance
with the laws of the State of Missouri.



Sandra Brock
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

**COVENANT TO MAINTAIN PRIVATE SANITARY SEWER FACILITIES
PLAT OF NP NORTHLAND PARK INDUSTRIAL FOURTH PLAT**

THIS COVENANT made and entered into this ¹²~~14~~ day of ^{January}~~MAY~~, 2023 by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), NP Northland Park Building VII, LLC, a Missouri limited liability company and NP Northland Park Building VIII, LLC, a Missouri limited liability company (collectively **Developer**) and the Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri (**Owner**).

WHEREAS, Owner/Developer have an interest in certain real estate generally located north and east of NE 41st Street within the Northland Park Business Park in Kansas City, of Clay County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner/Developer intends to cause the Property to be platted as NP Northland Park Industrial, Fourth Plat, (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner/Developer intends to subdivide the Property and create pursuant to the Plat lots 1 & 2 (**Lot 1** and **Lot 2**, respectively) and tracts A & B (**Tract A** and **Tract B**, respectively) as shown on Exhibit "B" attached hereto; and

WHEREAS, the improvement(s) proposed by Owner/Developer on the Property include private sanitary sewer facilities and appurtenances (**Facilities**), to serve the Property, as shown on the permitted construction plans for the project; and

WHEREAS, The Facilities, located on Lot 1 and 2 and Tract B within the Plat (**Facilities Area**), require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness; and

WHEREAS, the City and Owner/Developer agree that it is in the public interest to provide for the continued preservation, maintenance and repair of The Facilities in the event Owner ceases to exist pursuant to the terms of this agreement; and

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

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/Developer warrants that the property and each individual lot comprising the property will be held, sold and conveyed subject to this Covenant which is for the purpose of providing for the continuous and perpetual operation and effectiveness of the Facilities and is necessary to serve the property. The total cost of any such preservation, maintenance, repair and

replacement shall be calculated based on the square footage of any buildings located on Lot 1, Lot 2, Tract A and Tract B. By way of example, if Lot 1 contains a 250,000 square foot building, Lot 2 contains a 250,000 square foot building, Tract A contain no building and Tract B contain no building, the owner of Lot 1 and Lot 2 shall each be responsible for fifty percent (50%) if the costs to preserve, maintain, repair and replace the Facilities. Owner's maintenance and repair responsibilities shall include, but are not limited to:

- a. Responsibility for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on Lot 1 and 2 and within Tract B.
- b. Maintenance of the lift station, pipes, structures, cleanouts and appurtenances for the Facilities.
- c. Keeping the ground surface over the pipes, structures, and appurtenances for the Facilities open and free from non-beneficial vegetation.
- d. Keeping the pipes, structures, lift station and appurtenances for the Facilities in good working condition or replace same if necessary.
- e. 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 the Property including Lot 1 and Lot 2, and Tract B, in order to inspect, maintain, repair, and/or replace the Facilities including the pipes, structures, and appurtenances if Owner/Developer fails to maintain same following written notice of said failure (as required below) from City to Owner/Developer. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the reasonable costs for such maintenance, repair, or replacement against the owners of Lot 1 and Lot 2 and Tract B served by the Facilities (said charges to be detailed and documented in a written notice/notification to Owners which shall include a reasonable time for payment, by Owners, of said costs);
- b. Assess a lien again Lot 1 or Lot 2 and Tract B served by the Facilities if, any only if, the City's reasonable costs for maintenance, repair, or replacement of the Facilities are not paid by Owners, or their successors or assigns, in a timely manner as required by the aforementioned notice/notification to Owners;
- c. Maintain suit against owners of Lot 1 & Lot 2 and Tract B served by the Facilities for all cost incurred by the City for such maintenance if, any only if, the City's reasonable costs for maintenance, repair, or replacement of the Facilities are not paid by Owners, or their successors or assigns, in a timely manner as required by the aforementioned notice/notification to Owners.

Unless necessitated by a threat to life and/or safety, City shall notify Owner/Developer and/or the then-current owners of Lot 1 & Lot 2 not less than thirty (30) days before it begins any preservation, maintenance, repair and/or replacement of the Facilities.

Sec. 3. Owner/Developer and/or the owner of Lot 1 and Lot 2 shall not use, nor attempt to use, the Facilities in any manner which would interfere with the proper, safe, and continuous operation of the Facilities, and, in particular, shall not build, thereon or thereover the Facilities, any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

Sec. 4. Owner/Developer hereby grants and conveys to the owners of Lot 1 and Lot 2, and their respective successors and assigns, a perpetual, non-exclusive right to maintain said private sanitary sewer facilities. The covenants and easements contained herein shall run with the land legally described in Exhibit "A." Owner/Developer shall remain liable under the terms of this Covenant unless and until Owner/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 with 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 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 Agreement has given ten (10) days-notice of a change of person and address for purposes of notice under this Agreement to the other party in writing, notices shall be directed to the following:

Notices to the City:

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

Notices to Developer shall be addressed to:

NP Northland Park Industrial III, LLC
4825 NW 41st Street, Suite 500
Riverside, Missouri 64150
Attn: Nathaniel Hagedorn
Phone: 816-888-7380

Notices to Owner shall be addressed to:

Port Authority of Kansas City, Missouri, a political subdivision
110 Berkley
Kansas City, Missouri 64120
Attn: Jon D. Stephens, President & CEO
Phone: 816-559-3721

Sec. 7. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City and the Owner/Developer.

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 Agreement 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 Clay County, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

Sec. 11. Owner/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 to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain the Facilities.

[Remainder of Page Left Intentionally Blank]

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

[Signature]
City Clerk

By: [Signature]
Director of City Planning and Development

Approved as to form:

[Signature]
Assistant City Attorney

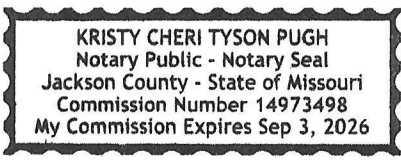
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 12 day of January, 2023, before me, the undersigned, a notary public in and for the county and state aforesaid, came [Signature], Director of City Planning and Development, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and [Signature], 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: September 3, 2026



DEVELOPER
OWNER

NP NORTHLAND PARK INDUSTRIAL III, LLC,
a Missouri limited liability company

By: NPD Management, LLC, its Manager

By: _____ 

Name: Nathaniel Hagedorn

Title: Manager of NPD Management, LLC,
manager of NP Northland Park Industrial III, LLC

Check one:

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

Attach corporate seal if applicable

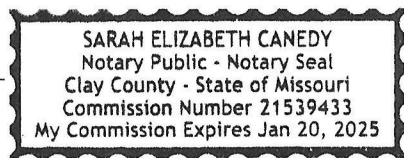
STATE OF MISSOURI)
) SS
COUNTY OF PLATTE)

BE IT REMEMBERED, that on the 11th day of October, 2021, 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 of NPD Management, LLC, manager of NP Northland Park Industrial III, LLC, a Missouri limited liability company, LLC, and that said instrument was signed on behalf of said limited liability company 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.

Notary Public _____ 

My commission expires: Jan 20, 2025



OWNER

Port Authority of Kansas City, Missouri, a political subdivision
110 Berkley Plaza
Kansas City, Missouri 64120
Attn: Jon D. Stephens, President & CEO
Phone: 816-559-3721

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

By: [Signature]

Title: President & CEO

Date: October 19, 2021

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 19th day of October, 2021, before me, the undersigned notary public in and for the county and state aforesaid, came **Jon D. Stephens**, to me personally known, who being by me duly sworn did say that he is the President & CEO of Port Authority of Kansas City, Missouri, a political subdivision and that said instrument was signed on behalf of said political subdivision by authority of its Board of Commissioners and acknowledged said instrument to be the free act and deed of said political subdivision.

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

Jolene M. Mead
Notary Public

My commission expires: April 29, 2022

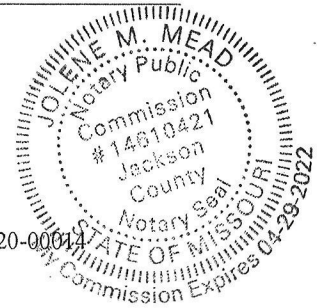


EXHIBIT "A"

All that part of the Northeast Quarter of Section 6, and all that part of Northwest Quarter and Southwest Quarter of Section 5, all in Township 50 North, Range 31 West, in the City of Kansas City, Clay County, Missouri, being more particularly described as follows: beginning at the southwesterly corner of Lot 1, R & L CARRIERS, a subdivision in the City of Kansas City, Clay County, Missouri, recorded in Plat Book H, at page 68, as Document No. 2013037221 in the Clay County, Missouri Recorder of Deeds Office, thence South 45 degrees 13 minutes 27 seconds West, with the northwesterly line of R&L Carriers, a distance of 67.99 feet to the easterly most corner of Intermodal Triple Crown and Auto Ramp Facility, a subdivision in the City of Kansas City, Clay County, Missouri; thence North 24 degrees 23 minutes 15 seconds West, with the east line of said Intermodal Triple Crown and Auto Ramp Facility, a distance of 1278.49 feet; thence North 44 degrees 47 minutes 11 seconds West, with the easterly line of Intermodal Triple Crown and Auto Ramp Facility, a distance of 701.23 feet; thence North 45 degrees 12 minutes 49 seconds East, and no longer with the easterly line of Intermodal Triple Crown and Auto Ramp Facility, a distance of 1413.89 feet to a point on the westerly line of the Birmingham Drainage District Property; thence South 33 degrees 07 minutes 37 seconds East, with the westerly line of Birmingham Drainage District Property, a distance of 1537.38 feet to a point of curvature; thence on a curve to the right with the westerly line of the Birmingham Drainage District Property, having a radius of 775.00 feet; a central angle of 07 degrees 46 minutes 46 seconds, an arc distance of 102.30 feet; thence South 25 degrees 33 minutes 50 seconds East, with the westerly line of the Birmingham Drainage District Property a distance of 153.68 feet to a point of curvature; thence on a curve to the right, with the westerly line of the Birmingham Drainage District Property, having a radius of 3100.00 feet, a central angle 07 degrees 14 minutes 59 seconds, an arc distance of 392.26 feet; thence South 18 degrees 18 minutes 50 seconds East, with the westerly line of the Birmingham Drainage District Property, a distance of 951.50 feet to a point of curvature; thence on a curve to the left, with the westerly line of Birmingham Drainage District Property, having a radius of 3710.00 feet, a central angle of 4 degrees 51 minutes 24 seconds, an arc distance of 314.48 feet; thence South 23 degrees 10 minutes 14 seconds East, with the westerly line of the Birmingham Drainage District Property, a distance of 211.68 feet to the northerly most corner of proposed NP Northland Park Industrial Third Plat; thence South 88 degrees 26 minutes 41 seconds West, with the north line of proposed NP Northland Park Industrial Third Plat, and no longer with the westerly line of the Birmingham Drainage District Property, a distance of 852.00 feet; thence North 44 degrees 46 minutes 33 seconds West, with the northeasterly line of R&L Carriers, and no longer with the northerly line of proposed NP Northland Park Industrial Third Plat, a distance of 963.00 feet to the point of beginning. The above described tract contains 3,897,948 square feet or 89.48 acres.

EXHIBIT "B"

Recorded in Clay County, Missouri



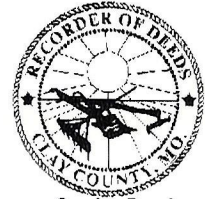
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Book: 9561 Page: 46

Instr #: 2023011037

Pages: 11

Fee: \$76.00 N 20230009819



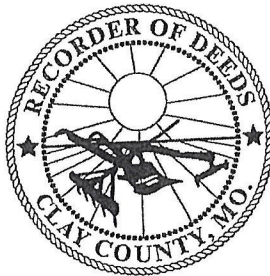
Sandra Brock
Recorder of Deeds

CONTINENTAL CONSULTING ENGINEERS

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged
the \$25.00 non-standard fee pursuant to RSMO 59.310.3
and this certificate has been added to your document in compliance
with the laws of the State of Missouri.



Sandra Brock

Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF NP NORTHLAND PARK INDUSTRIAL FOURTH PLAT**

THIS COVENANT made and entered into this ⁶~~10~~ day of ^{OCTOBER}~~MAY~~, ²⁰²²~~2023~~, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), NP Northland Park Building VII, LLC, a Missouri limited liability company and NP Northland Park Building VIII, LLC, a Missouri limited liability company (collectively **Developer**) and of the Port Authority of Kansas City, Missouri, a Political Subdivision of the State of Missouri (**Owner**).

WHEREAS, Owner and Developer have an interest in certain real estate generally located east of NE 41st Street within the Northland Park Business Park in Kansas City, of Clay 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 Plat of NP Northland Park Industrial 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 Lots One & Two and Tract(s) A & B 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 within the Plat, 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, Owner and Developer 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 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 and Developer at its 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

- non-beneficial 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.
 - f. Maintain the grades within Tract A pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No _____.
 - 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 Developer, and/or the owner of Tract A, and/or the owners of Lots One & Two served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lots One & Two or both served by the Facility on Tract A;
- c. Maintain suit against Owner and Developer, and/or the owner of Tract A and/or the owners of Lots One & Two served by the Facility 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 Owner and Developer, and/or the then-current owners of Tract A and Lots One & Two not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and Developer, and/or the owner of Tract A shall not use, nor attempt to use, 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. Owner and Developer hereby grant and conveys to the owners of Lot 1 and Lot 2, and their respective successors and assigns, a perpetual, non-exclusive right and easement to drain storm water onto Tract A.

Sec. 5. The covenants and easements contained herein 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/or Developer assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 6. 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. 7. 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 Agreement has given ten (10) days notice of a change of person and address for purposes of notice under this Agreement to the other party in writing, notices shall be directed to the following:

Notices to the City:

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

Notices to Developer shall be addressed to:

NP Northland Park Building VII, LLC
NP Northland Park Building VIII, LLC
3315 North Oak Trafficway
Kansas City, Missouri 64116
Attn: Nathaniel Hagedorn, Manager
Phone: 816-888-7641

Notices to Owner shall be addressed to:

Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, Missouri 64120
Attn: Jon D. Stephens, President & CEO
Phone: 816-559-3721

Sec. 8. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City.

Sec. 9. 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. 10. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 11. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Clay County, Missouri, and shall be binding on Owner and Developer, their successors, assigns and transferees.

Sec. 12. 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, 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:

KANSAS CITY, MISSOURI

City Clerk

By: [Signature]
Director of City Planning and Development

Approved as to form:

[Signature]
Assistant City Attorney

STATE OF MISSOURI)

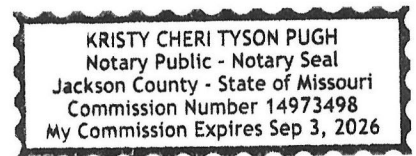
COUNTY OF Jackson) SS

BE IT REMEMBERED that on this 16 day of October, 2022, before me, the undersigned, a notary public in and for the county and state aforesaid, came [Signature], Director of City Planning and Development, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and [Signature], 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: September 3, 2026



DEVELOPER

NP NORTHLAND PARK BUILDING VII, LLC,
a Missouri limited liability company

By: NP Northland Park Industrial III, LLC,
a Missouri limited liability company, Sole Member

By: NPD Management, LLC, a Missouri limited
liability company, Manager

By: 
Nathaniel Hagedorn, Manager

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

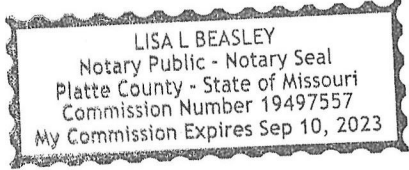
STATE OF MISSOURI)
) SS
COUNTY OF CLAY)

BE IT REMEMBERED, that on the 21st day of August, 2022, 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 Northland Park Industrial III, LLC, a Missouri limited liability company, the Sole Member of NP Northland Park Building VII, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company 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.


Notary Public

My commission expires: 9-10-23



DEVELOPER

NP NORTHLAND PARK BUILDING VIII, LLC,
a Missouri limited liability company

By: NP Northland Park Industrial III, LLC,
a Missouri limited liability company, Sole Member

By: NPD Management, LLC, a Missouri limited
liability company, Manager

By: [Signature]
Nathaniel Hagedorn, Manager

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

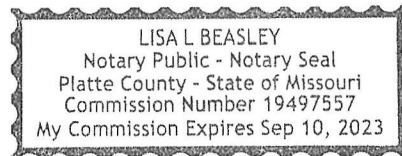
STATE OF MISSOURI)
) SS
COUNTY OF CLAY)

BE IT REMEMBERED, that on the 24th day of August, 2022, 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 Northland Park Industrial III, LLC, a Missouri limited liability company, the Sole Member of NP Northland Park Building VIII, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company 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

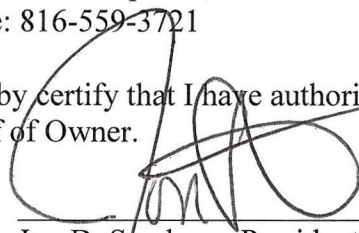
My commission expires: 9-10-23



OWNER

Port Authority of Kansas City, Missouri, a political subdivision
110 Berkley Plaza
Kansas City, Missouri 64120
Attn: Jon D. Stephens, President & CEO
Phone: 816-559-3721

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

By: 
Jon D. Stephens, President & CEO

Date: August 11, 2022

Check one:


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

Attach corporate seal if applicable

STATE OF MISSOURI)
) SS
COUNTY OF CLAY)

BE IT REMEMBERED, that on the 11th day of August, 2022, before me, the undersigned notary public in and for the county and state aforesaid, came Jon D. Stephens, to me personally known, who being by me duly sworn did say that he is the President & CEO of Port Authority of Kansas City, Missouri, a political subdivision and that said instrument was signed on behalf of said political subdivision by authority of its Board of Commissioners and acknowledged said instrument to be the free act and deed of said political subdivision.

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


Notary Public

My commission expires: 31 MAY 2024

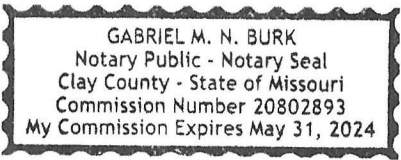


EXHIBIT "A"

All that part of the Northeast Quarter of Section 6, and all that part of Northwest Quarter and Southwest Quarter of Section 5, all in Township 50 North, Range 31 West, in the City of Kansas City, Clay County, Missouri, being more particularly described as follows: beginning at the southwesterly corner of Lot 1, R & L CARRIERS, a subdivision in the City of Kansas City, Clay County, Missouri, recorded in Plat Book H, at page 68, as Document No. 2013037221 in the Clay County, Missouri Recorder of Deeds Office, thence South 45 degrees 13 minutes 27 seconds West, with the northwesterly line of R&L Carriers, a distance of 67.99 feet to the easterly most corner of Intermodal Triple Crown and Auto Ramp Facility, a subdivision in the City of Kansas City, Clay County, Missouri; thence North 24 degrees 23 minutes 15 seconds West, with the east line of said Intermodal Triple Crown and Auto Ramp Facility, a distance of 1278.49 feet; thence North 44 degrees 47 minutes 11 seconds West, with the easterly line of Intermodal Triple Crown and Auto Ramp Facility, a distance of 701.23 feet; thence North 45 degrees 12 minutes 49 seconds East, and no longer with the easterly line of Intermodal Triple Crown and Auto Ramp Facility, a distance 1413.89 feet to a point on the westerly line of the Birmingham Drainage District Property; thence South 33 degrees 07 minutes 37 seconds East, with the westerly line of Birmingham Drainage District Property, a distance of 1537.38 feet to a point of curvature; thence on a curve to the right with the westerly line of the Birmingham Drainage District Property, having a radius of 775.00 feet; a central angle of 07 degrees 46 minutes 46 seconds, an arc distance of 102.30 feet; thence South 25 degrees 33 minutes 50 seconds East, with the westerly line of the Birmingham Drainage District Property a distance of 153.68 feet to a point of curvature; thence on a curve to the right, with the westerly line of the Birmingham Drainage District Property, having a radius of 3100.00 feet, a central angle 07 degrees 14 minutes 59 seconds, an arc distance of 392.26 feet; thence South 18 degrees 18 minutes 50 seconds East, with the westerly line of the Birmingham Drainage District Property, a distance of 951.50 feet to a point of curvature; thence on a curve to the left, with the westerly line of Birmingham Drainage District Property, having a radius of 3710.00 feet, a central angle of 4 degrees 51 minutes 24 seconds, an arc distance of 314.48 feet; thence South 23 degrees 10 minutes 14 seconds East, with the westerly line of the Birmingham Drainage District Property, a distance of 211.68 feet to the northerly most corner of proposed NP Northland Park Industrial Third Plat; thence South 88 degrees 26 minutes 41 seconds West, with the north line of proposed NP Northland Park Industrial Third Plat, and no longer with the westerly line of the Birmingham Drainage District Property, a distance of 852.00 feet; thence North 44 degrees 46 minutes 33 seconds West, with the northeasterly line of R&L Carriers, and no longer with the northerly line of proposed NP Northland Park Industrial Third Plat, a distance of 963.00 feet to the point of beginning. The above described tract contains 3,897,948 square feet or 89.48 acres.

EXHIBIT "B"

