

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
11/08/2016 04:00:08 PM

INSTRUMENT TYPE: ORDI FEE: \$30.00 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2016E0105843

Robert T. Kelly, Director, Recorder Of Deeds

ORDINANCE NO. 150345

Approving the plat of Kansas City Power and Light Southeast Campus, an addition in Jackson County, Missouri; accepting various easements; establishing grades on public ways; authorizing the Director of City Development to execute and/or accept certain agreements; and authorizing the City Clerk to record this ordinance and attached documents. (SD1415B)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Kansas City Power and Light Southeast Campus, 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 grades of the streets and other public ways set out on the plat, herein accepted are hereby established at the top of curb, locating and defining the grade points which shall be connected by true planes or vertical curves between such adjacent grade points, the elevations of which are therein given, in feet above the City Directrix.

Section 4. That the Director of City Development is hereby authorized to execute a Deferral Agreement for Roadway Improvements, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.


ORDINANCE NO. 150345

Section 5. That the Director of City 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 6. 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 7. That the Council finds that the City Plan Commission has duly endorsed its approval of this plat.

Approved as to form and legality:



Sarah Baxter
Assistant City Attorney

This is to certify that General Taxes for 2015, 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, November 1, 2016



Authenticated as Passed



Sly James, Mayor



Marilyn Sanders, City Clerk

MAY 21 2015

Date Passed

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
11/08/2016 04:00:08 PM

INSTRUMENT TYPE: PLAT FEE: \$116.00 4 PGS
NON-STANDARD FEE: EXEMPT



INSTRUMENT NUMBER / BOOK & PAGE

2016E0105844

Book: 50 Page: 49-52

Robert T. Kelly, Director, 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.



Robert T. Kelly, 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.



Tax Certificate

Division of Finance – Collection Department

Jackson County, MO

415 E 12th Street

Kansas City, MO 64106

Taxpayer Services: (816) 881-3232

Business Taxes: (816) 881-3186

INSTRUCTIONS TO TAXPAYER

1. Have Part I of this Tax Certificate completed by the GIS Department.
2. Take to Taxpayer Services at either the Kansas City or Independence Courthouse. They will complete Parts II and III.
3. You cannot record your plat until these steps are completed.

PART I: TO BE COMPLETED BY GIS DEPARTMENT

Use ONE form for each parcel number

Legal Description: (RTS or Sub) KANSAS CITY POWER & LIGHT SOUTHEAST CAMPUS

Current Parcel

ID: 50-800-01-13-00-0-00-000

Years: 13, 14, 15

GIS Staff: ERIC BARR 

Date: 11-08-2016

PART II: TO BE COMPLETED BY COLLECTION DEPARTMENT

Return to GIS Department if unable to follow payment history back three (3) years. Attach document if paid. Attach bill if taxes due.

YEAR	AMOUNT DUE	DATE PAID	VERIFIED BY
13	exempt		13
14			14
15			15

PART III: TO BE COMPLETED BY AUTHORIZED COLLECTION DEPARTMENT SUPERVISOR

(This is to certify that, according to the records of the Collection Department, the State, County, and School Taxes for Real Property have been paid in full for 2015 and all prior years for the above described property.)

Date: 11-08-16

Supervisor: Denise Reynolds 



Tax Certificate

Division of Finance – Collection Department

Jackson County, MO

415 E 12th Street

Kansas City, MO 64106

Taxpayer Services: (816) 881-3232

Business Taxes: (816) 881-3186

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Use ONE form for each parcel number

Legal Description: (RTS or Sub) KANSAS CITY POWER & LIGHT SOUTHEAST CAMPUS

Current Parcel

ID: 50-800-01-01-00-0-00-000

Years: 13, 14, 15

GIS Staff: ERIC BARR *[Signature]*

Date: 11-08-2016

PART II: TO BE COMPLETED BY COLLECTION DEPARTMENT

Return to GIS Department if unable to follow payment history back three (3) years. Attach document if paid. Attach bill if taxes due.

YEAR	AMOUNT DUE	DATE PAID	VERIFIED BY
13	<i>Exempt</i>		<i>DR</i>
14			<i>DR</i>
15			<i>DR</i>

PART III: TO BE COMPLETED BY AUTHORIZED COLLECTION DEPARTMENT SUPERVISOR

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Date: 11-08-16

Supervisor: *Denise Reynolds*



Tax Certificate

Division of Finance – Collection Department

Jackson County, MO

415 E 12th Street

Kansas City, MO 64106

Taxpayer Services: (816) 881-3232

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INSTRUCTIONS TO TAXPAYER

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2. Take to Taxpayer Services at either the Kansas City or Independence Courthouse. They will complete Parts II and III.
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PART I: TO BE COMPLETED BY GIS DEPARTMENT

Use ONE form for each parcel number

Legal Description: (RTS or Sub) KANSAS CITY POWER & LIGHT SOUTHEAST CAMPUS

Current Parcel

ID: 50-800-01-17-00-0-00-000

Years: 13, 14, 15

GIS Staff: ERIC BARR *Eric Barr*

Date: 11-08-2016

PART II: TO BE COMPLETED BY COLLECTION DEPARTMENT

Return to GIS Department if unable to follow payment history back three (3) years. Attach document if paid. Attach bill if taxes due.

YEAR	AMOUNT DUE	DATE PAID	VERIFIED BY
2013	<i>Exempt</i>		<i>dt</i>
2014			<i>dt</i>
2015			<i>dt</i>

PART III: TO BE COMPLETED BY AUTHORIZED COLLECTION DEPARTMENT SUPERVISOR

(This is to certify that, according to the records of the Collection Department, the State, County, and School Taxes for Real Property have been paid in full for 2015 and all prior years for the above described property.)

Date: 11 08 16

Supervisor: *Deane Reynolds*

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
11/08/2016 04:00:08 PM
INSTRUMENT TYPE: AGRE FEE: \$48.00 11 PGS
NON-STANDARD FEE: \$25.00



INSTRUMENT NUMBER / BOOK & PAGE

2016E0105848

Robert T. Kelly, Director, 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.



Robert T. Kelly, Recorder of Deeds
415 E. 12th Street, Room 104 112 W. Lexington, Suite 30
Kansas City, MO 64106 Independence, MO 64050

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

**UNSECURED DEFERRAL AGREEMENT
FOR ONE HALF ROADWAY IMPROVEMENTS TO 99TH STREET
TO COLLECTOR STREET STANDARDS
KANSAS CITY POWER AND LIGHT SOUTHEAST CAMPUS PLAT**

THIS AGREEMENT made and entered into this 20th day of July, 2016, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation ("City"), and Kansas City Power and Light ("Developer"). *Grantee Address: 1200 Main Street Kansas City, MO 64105*

WHEREAS, Developer owns the land ("Property") generally located north of I-470 and west of Raytown Road in Kansas City, Jackson County, Missouri, more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, on the 21st day of May 2015, the City approved a final plat ("Plat") (Case No. SD 1415 B) for the Property by passage of Ordinance No. 150345 (the "Plat Ordinance") and the City is requiring that the portion of the roadway improvements along the north property line as depicted on the plat that are located on the Property (the "99th Street Improvements") will be developed at a later time to Collector Street Standards; and

WHEREAS, the Approval Ordinances require, among other things, the developers of the Property to improve one half of roadway improvements to 99th Street to collector street standards with the development of Final Plat, as required by the City Planning & Development Department; and

WHEREAS, the Approval Ordinances further provide that Developer, as the developer of the property in Kansas City Power and Light Southeast Campus Plat, may enter into a deferral agreement for that portion of the 99th Street Improvements that are adjacent to the portion of the Property in the Kansas City Power and Light Southeast Campus Plat (such portion of the improvements being referred to as the "Deferred Improvements"); and

WHEREAS, City requires the 99th Street Improvements be constructed or guaranteed pursuant to Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, City and Developer agree that it is not essential to the platting of the Property that the 99th Street Improvements be constructed at this time and that the required 99th Street Improvements may be deferred to a future time.

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations contained herein, City and Developer agree as follows:

1. **Scope.** The purpose of this Agreement is to provide for the construction of the Deferred Improvements, at the expense of Developer, to standards required by the City Planning & Development Department.
2. **Developer's Obligations:** Developer agrees:
 - a. To dedicate the land as more fully described in Exhibit B-1 at the time of Plat filing, which land is needed for the 99th Street Right of Way (herein the "Right of Way") on which to construct or cause to be constructed the Deferred Improvements, and thereafter to convey the remaining land more fully described in Exhibit B-2 also needed for Right of Way at such time as the Department of Public Works requires construction of the remaining portion of the 99th Street Improvements.

b. To construct or cause to be constructed the Deferred Improvements, at such time as the Department of Public Works requires construction of the Deferred Improvements.

c. That upon notification from the City's Director of City Planning & Development Department that it is in the best interests of the City and the health, safety and welfare of the public that construction of the Deferred Improvements commence, Developer shall within a reasonable time responsive such request: (i) convey at no cost to the City, the land described in Exhibit B-2 upon which a portion the Deferred Improvements will be constructed as and where depicted on the Plat; (ii) submit or cause to be submitted, at Developer's cost, construction plans for the Deferred Improvements (either separately or as part of the overall construction plans for the 99th Street Improvements) for approval and obtain all necessary permits and easements required to construct the Deferred Improvements at Developer's cost; (iii) construct or cause to be constructed the Deferred Improvements according to the City's standards, all incorporated herein by reference; and (iv) commence or cause to be commenced construction of the Deferred Improvements within 90 days of receipt of notice from the City Planning & Development Department that (a) the construction plans for the Deferred Improvements (either separately or as part of the overall construction plans for the 99th Street Improvements) have been approved by the City, and (b) that all necessary permits and easements required to construct the Deferred Improvements have been obtained by the Developer. Notwithstanding anything to the contrary contained in this Agreement, if during the term of this Agreement the Director determines that it is the best interest of the City and the health, safety and welfare of the public that construction of the Deferred Improvements commence as provided in this Section 2 and the Developer fails to perform the obligations set forth in this Section 2 with respect to the Deferred Improvements within 30 days after the City gives Developer notice of default (it being agreed that such default shall be deemed cured if Developer commences to rectify such default within the 30 day period and thereafter completes the same with due diligence), then the City may thereafter construct the Deferred Improvements and use any funds deposited by Developer to pay for the cost of the construction.

3. City's Obligations. City agrees:

- a. To accept the Plat when the Developer has met all of the requirements of Chapter 88 and complied with all other applicable laws and regulations; and
- b. To defer construction of the Deferred Improvements, as provided herein; and
- c. If the Developer has dedicated and conveyed the Right of Way described in the Plat, constructed or has caused to be constructed the Deferred Improvements in accordance with Section 2 (Developer's Obligations) herein, and the constructed improvements have been accepted by the City Planning & Development Department, then this Agreement shall terminate and be of no further force and effect.
- e. [Reserved].
- f. Accept an assignment of this Agreement by Developer to Kansas City Power and Light, or its successors and assigns, so long as Kansas City Power and Light, or its successors and assigns, assumes the obligations hereunder and guarantees the construction of the Deferred Improvements.

4. Terms of Agreement. The terms of this Agreement shall be binding on Developer and the City beginning on the date that it is executed by the City.

5. Assignment. Developer shall remain liable under the terms of this Agreement unless and until:

- a. The Deferred Improvements are constructed and accepted by the City; or
- b. Developer assigns its rights and obligations to a third party and that assignment is accepted in writing by City.

6. **Notice.** All notices required by this Agreement shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile. 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

Notice to Developer:
Kansas City Power & Light Company
1200 Main Street, Floor 20
Kansas City, MO 64105
Joe Jacobs
Office: 816-556-2255

7. **Amendment.** This Agreement shall not be amended, modified, canceled or abrogated without the written consent of the parties.

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

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

10. **Recording.** Upon the effective date of this Agreement, the City shall file this Agreement in the Office for recording real estate documents in Jackson County, Missouri, or in its or their discretion the City and Developer may cause a Memorandum of this Agreement in lieu thereof, and this Agreement shall be binding on Developer and City and their successors, assigns and transferees.

[Signature Pages Follow]

ATTESTATION BY CITY CLERK:

[Signature]

City Clerk

KANSAS CITY, MISSOURI

By: [Signature]

Director of City Planning and Development

Approved as to form:

[Signature]

Assistant City Attorney

STATE OF MISSOURI)

) SS

COUNTY OF _____)

BE IT REMEMBERED that on this 20 day of July, 2016, 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, 2018

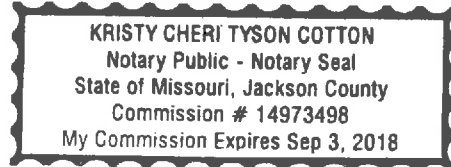


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

KANSAS CITY POWER & LIGHT SOUTHEAST CAMPUS
NOVEMBER 6, 2015

PROPERTY DESCRIPTION:

THAT PORTION OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF KANSAS CITY, COUNTY OF JACKSON, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S 86°35'16" E, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2594.24 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF RAYTOWN ROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING 6 COURSES; THENCE S 02°14'02" W A DISTANCE OF 20.16 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1085.92 FEET, AN ARC LENGTH OF 291.89 FEET, A CHORD BEARING OF S 09°56'03" W, AND A CHORD DISTANCE OF 291.01 FEET; THENCE S 32°09'08" W 95.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1065.92 FEET, AN ARC LENGTH OF 714.53 FEET, A CHORD BEARING OF S 41°50'18" W, AND A CHORD DISTANCE OF 701.22 FEET; THENCE S 61°00'53" W A DISTANCE OF 202.31 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1225.92 FEET, AN ARC LENGTH OF 579.56 FEET, A CHORD BEARING OF S 47°33'05" W, AND A CHORD DISTANCE OF 574.17 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 470; THENCE N 34°45'54" W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 21.04 FEET; THENCE S 37°29'42" W, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 154.22 FEET TO THE SOUTH LINE OF A TRACT OF LAND RECORDED IN A DEED RECORDED AT THE RECORDER OF DEEDS OFFICE OF SAID JACKSON COUNTY IN INSTRUMENT NO. 2010E0127809; THENCE N 87°48'38" W, ALONG SAID SOUTH LINE, A DISTANCE OF 54.08 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE S 01°45'35" W, ALONG SAID EAST LINE, A DISTANCE OF 76.77 FEET TO THE SAID NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 470; THENCE S 77°56'56" W, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 581.81 FEET; THENCE S 80°16'27" W, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 280.28 FEET TO THE SOUTHERLY LINE OF A TRACT OF LAND RECORDED IN SAID RECORDER OF DEEDS OFFICE DESCRIBED IN INSTRUMENT NO. 2008E0126310; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING 6 COURSES; THENCE N 33°13'14" W A DISTANCE OF 24.94 FEET; THENCE N 57°58'49" W A DISTANCE OF 205.02 FEET; THENCE N 70°04'50" W A DISTANCE OF 308.45 FEET; THENCE N 70°04'50" W A DISTANCE OF 88.00 FEET; THENCE N 49°12'50" W A DISTANCE OF 235.00 FEET; THENCE N 28°08'55" W A DISTANCE OF 185.39 FEET TO SOUTH LINE OF A TRACT OF LAND DESCRIBED IN SAID RECORDER OF DEEDS OFFICE RECORDED AS DOCUMENT NO. 830421 IN BOOK 1676 AT PAGE 299. THENCE S 86°35'20" E, ALONG SAID SOUTH LINE, A DISTANCE OF 361.71 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE N 02°16'39"E, ALONG SAID WEST LINE, A DISTANCE OF 17.00 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE N 02°15'38" E, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER, A DISTANCE OF 1322.95 FEET TO THE POINT OF BEGINNING. CONTAINS 3,666,696 SF, 84.18 ACRES, MORE OR LESS.

END OF DESCRIPTION

EXHIBIT "B"

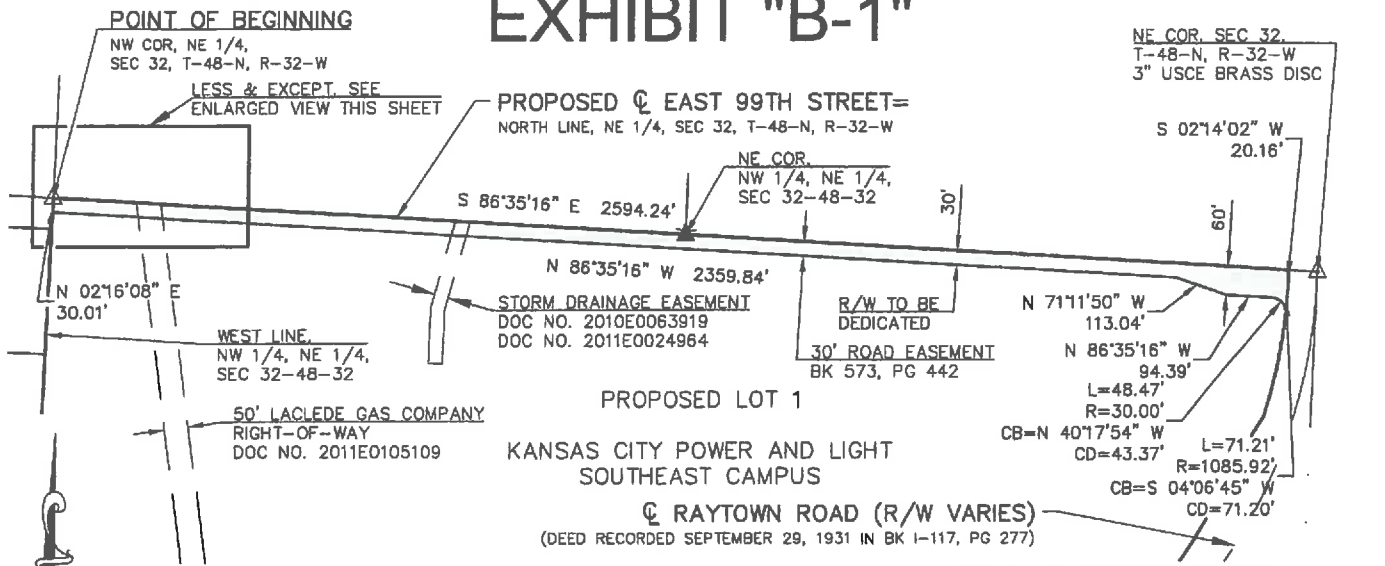
LEGAL DESCRIPTION OF RIGHT OF WAY PROPERTY
("RIGHT OF WAY")

EXHIBIT "B-1"

Dedication Tract

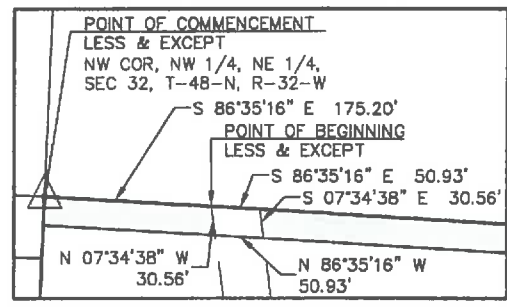
[Attached]

EXHIBIT "B-1"



SCALE: 1" = 400'

BASIS OF BEARINGS:
 THE BASIS OF BEARINGS FOR THIS EXHIBIT IS AN ASSUMED BEARING OF S 86°35'16" E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 48 NORTH, RANGE 32 WEST.



ENLARGED VIEW
SCALE: 1" = 200'

DESCRIPTION:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF KANSAS CITY, COUNTY OF JACKSON, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S 86°35'16" E, ON THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2594.24 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF RAYTOWN ROAD; THENCE S 02°14'02" W, ON SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.16 TO THE BEGINNING OF TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 1085.92 FEET, AN ARC LENGTH OF 71.20 FEET, A CHORD BEARING OF S 04°06'45" W, AND A CHORD DISTANCE OF 71.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 48.47 FEET, A CHORD BEARING OF N 40°17'54" W, AND A CHORD DISTANCE OF 43.37 FEET; THENCE N 89°35'16" W, PARALLEL WITH AND 60 FEET SOUTH OF SAID NORTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 94.39 FEET; THENCE N 71°11'50" W A DISTANCE OF 113.04 FEET; THENCE N 86°35'16" W, PARALLEL WITH AND 30 FEET SOUTH OF SAID NORTH LINE, A DISTANCE OF 2359.84 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE N 02°16'08" E, ON SAID WEST LINE, A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF KANSAS CITY, COUNTY OF JACKSON, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S 86°35'16" E, ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 175.20 FEET TO THE WESTERLY LINE OF A LACLEDE GAS COMPANY RIGHT-OF-WAY RECORDED IN DOCUMENT NO. 2011E0105109 AND THE POINT OF BEGINNING; THENCE S 89°35'16" E, CONTINUING ON SAID NORTH LINE, A DISTANCE OF 50.93 FEET TO THE EASTERLY LINE OF SAID LACLEDE GAS COMPANY RIGHT-OF-WAY; THENCE S 07°34'38" E, ON SAID EASTERLY LINE, A DISTANCE OF 30.56 FEET; THENCE N 86°35'16" W, PARALLEL WITH AND 30 FEET SOUTH OF SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 50.93 FEET TO SAID WESTERLY LINE OF A LACLEDE GAS COMPANY RIGHT-OF-WAY; THENCE N 07°34'38" W, ON SAID WESTERLY LINE, A DISTANCE OF 30.56 FEET TO THE POINT OF BEGINNING.

END OF DESCRIPTION



2319 NORTH JACKSON | P.O. BOX 1304
 JUNCTION CITY, KANSAS 66441
 PH. (785) 762-5040 | FAX (785) 762-7744
 jc@kveng.com | www.kveng.com

KAW VALLEY ENGINEERING



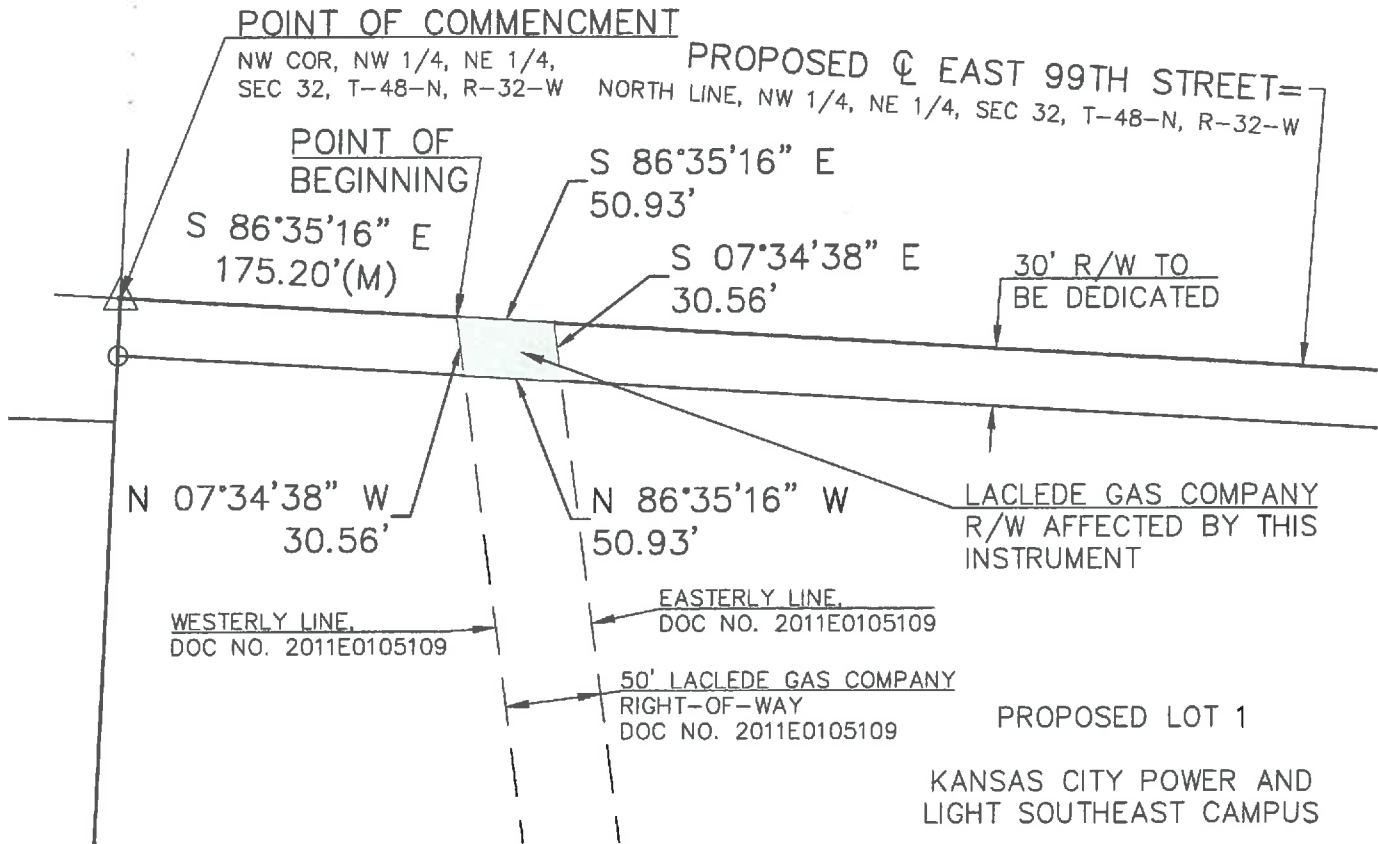
JUNE 14, 2016
 0017EXBH_RW

EXHIBIT "B-2"

Conveyance Tract

[Attached]

EXHIBIT "B-2"



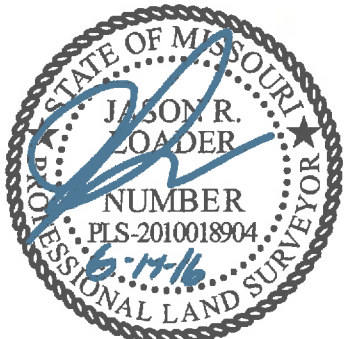
DESCRIPTION:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF KANSAS CITY, COUNTY OF JACKSON, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S 86°35'16" E, ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 175.20 FEET TO THE WESTERLY LINE OF A LACLEDE GAS COMPANY RIGHT-OF-WAY RECORDED IN DOCUMENT NO. 2011E0105109 AND THE POINT OF BEGINNING; THENCE S 89°35'16" E, CONTINUING ON SAID NORTH LINE, A DISTANCE OF 50.93 FEET TO THE EASTERLY LINE OF SAID LACLEDE GAS COMPANY RIGHT-OF-WAY; THENCE S 07°34'38" E, ON SAID EASTERLY LINE, A DISTANCE OF 30.56 FEET; THENCE N 86°35'16" W, PARALLEL WITH AND 30 FEET SOUTH OF SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 50.93 FEET TO SAID WESTERLY LINE OF A LACLEDE GAS COMPANY RIGHT-OF-WAY; THENCE N 07°34'38" W, ON SAID WESTERLY LINE, A DISTANCE OF 30.56 FEET TO THE POINT OF BEGINNING.

END OF DESCRIPTION

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS EXHIBIT IS AN ASSUMED BEARING OF S 86°35'16" E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 48 NORTH, RANGE 32 WEST.



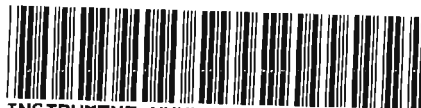
SCALE: 1" = 100'



2319 NORTH JACKSON | P.O. BOX 1304
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 jc@kveng.com | www.kveng.com

KAW VALLEY ENGINEERING

JUNE 14, 2016
 0017EXBJ RW EXCEPT



INSTRUMENT NUMBER / BOOK & PAGE
2016E0105847

Robert T. Kelly, Director, Recorder Of Deeds

**SUBORDINATION OF EASEMENT AND RELOCATION
AGREEMENT**

THIS INDENTURE, made this 27TH day of 12th October, 2016, between MISSOURI PUBLIC SERVICE COMPANY, a Missouri corporation (Grantor), KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation, (Developer), and the CITY OF KANSAS CITY, MISSOURI (Grantee).

WITNESSETH:

*Grantee's address:
414 E 12th Street, Kansas City, MO
64106*

WHEREAS, MISSOURI PUBLIC SERVICE COMPANY has certain easement rights, as described in the instrument recorded September 4, 1973 in the Recorder of Deeds Office of Jackson County, Missouri, in Book I-465 at Page 1717, as Document No. I-162873, parts of which are within the boundaries of a proposed street right-of-way to be known as EAST 99th STREET, said street right of way being dedicated as part of the plat of *KANSAS CITY POWER AND LIGHT SOUTHEAST CAMPUS*, a subdivision in Kansas City, Jackson County, Missouri;

WHEREAS, KANSAS CITY POWER & LIGHT COMPANY, desires to have dedicated for public use as a part of EAST 99TH STREET, a portion of said property included in said easement. The street to be dedicated within the easement area is to be known as EAST 99TH STREET, as described in the exhibit labeled "Subordination Sketch", a copy of which is attached hereto and made a part hereof and as more particularly described as follows:

See attached Exhibit "A"

NOW, THEREFORE, in consideration of the amount of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, MISSOURI PUBLIC SERVICE COMPANY hereby agrees that said easement as above described shall be and the same is hereby subordinated to the aforesaid dedication by Developer, for public use as street right-of-way and shall have the same effect as if said dedication had been executed and recorded prior to the date of the execution of said easement, with the following exceptions:

1. Grantor shall have the right to maintain, improve, modify, and add to its existing facilities in said street right-of-way dedicated by Developer to Grantee, subject to City's Ordinances and Regulations. If Grantor's future improvement, reconstruction or maintenance of its facilities damages the right-of-way, Grantor will repair or replace the existing right-of-way in accordance with the City's standards in effect on the date of damage.

2. Grantee agrees that if future improvements to the right-of-way require the relocation or modification or other adjustment of the Grantor's facilities located in the easement, Grantee will not require the Grantor to relocate or rebuild at Grantor's expense, nor will Grantee or Developer install or require the installation of any street-light poles, arms or luminaries within the easement without the express written consent of Grantor, which consent shall not be unreasonably withheld.

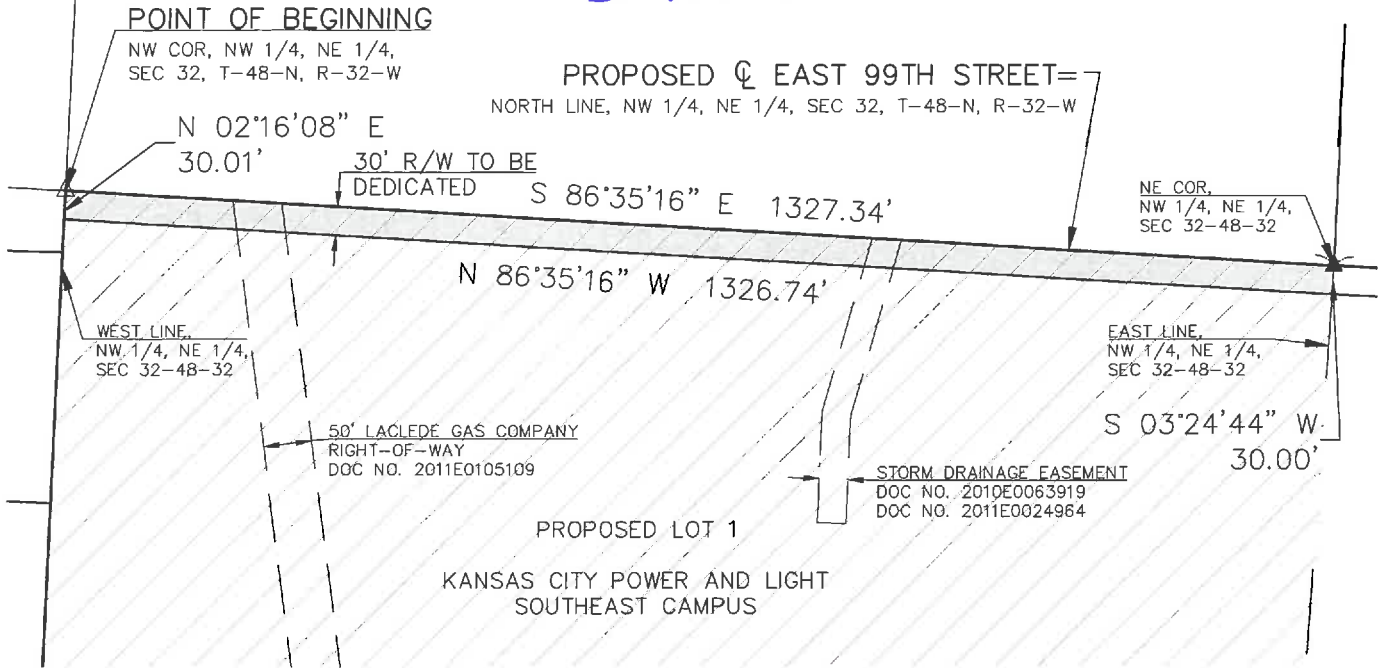
3. In the event that the right-of-way is vacated by the Grantee, then any and all rights herein subordinated shall revert to Grantor.

4. This agreement shall be effective only if executed by all parties and recorded on or before May 31, 2017 [740 days after passage of final plat ordinance by City Council] in the Office of the Recorder of Deeds Platte County, Missouri; otherwise this agreement shall be null and void.

This indenture shall be binding upon the undersigned and its successors and assigns.

SIGNATURES ON FOLLOWING PAGES

Exhibit "A"



DESCRIPTION:

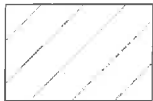
THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF KANSAS CITY, COUNTY OF JACKSON, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST CORNER OF THE NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S 86°35'16" E, ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1327.34 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S 03°24'44" W, ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 30.00 FEET; THENCE N 86°35'16" W, PARALLEL WITH AND 30 FEET SOUTH OF SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1326.74 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE N 02°16'08" E, ON SAID WEST LINE, A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING.

END OF DESCRIPTION

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS EXHIBIT IS AN ASSUMED BEARING OF S 86°35'16" E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 48 NORTH, RANGE 32 WEST.



MISSOURI PUBLIC SERVICE COMPANY EASEMENT BK I-465, PG 1717



PORTION OF MISSOURI PUBLIC SERVICE COMPANY EASEMENT BK I-465, PG 1717 TO BE VACATED



SCALE: 1" = 200'



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KAW VALLEY ENGINEERING

MARCH 18, 2015

0017EXBE MO PUBLIC SERVICE

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
11/08/2016 04:00:08 PM

INSTRUMENT TYPE: SUB FEE: \$36.00 6 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2016E0105846

Robert T. Kelly, Director, Recorder Of Deeds

**SUBORDINATION OF EASEMENT AND RELOCATION
AGREEMENT**

THIS INDENTURE, made this ^{3rd} ~~22nd~~ day of ^{October} ~~September~~, 2016, between
SINCLAIR TRANSPORTATION COMPANY, a Wyoming corporation (Grantor),
KANSAS CITY POWER & LIGHT (Developer), and the CITY OF KANSAS CITY,
MISSOURI (Grantee).

Grantee's address: 414 E 12th Street
WITNESSETH: Kansas City mo 64106

WHEREAS, SINCLAIR TRANSPORTATION COMPANY is successor in
interest to Sinclair Pipeline Company, as Delaware corporation, and thereby has certain
easement rights, as described in the following instruments recorded in the Recorder of
Deeds Office of Jackson County, Missouri:

Right of way dated January 6, 1947, filed for record January 25, 1947, under Document
No. 524970, in Book 799, Page 431, from Mary H. Prewitt, a widow and Anna Prewitt
Wright and Edward C. Wright, her husband, to Sinclair Refining Company, a Maine
corporation and later assigned to Sinclair Pipe Line Company by Assignment dated
December 14, 1950, filed January 25, 1951, under Document No. 574241, in Book 897,
Page 142;

Easement from C. M. Oliver and S. A. Oliver, his wife, granted to the Prairie Oil and Gas
Company, a corporation, as described in the document recorded October 18, 1904, as
Document No. 45488, in Book 255, at Page 98, as assigned to Sinclair Pipe Line
Company by Assignment dated December 14, 1950, filed January 25, 1951, under
Document No. 574241, in Book 897, Page 142; and

Pipe and telephone lines easement granted to Prairie Oil and Gas Company as
described in the document recorded October 18, 1904, in Book 254, at Page 149, as
Document No. 45489, as assigned to Sinclair Pipe Line Company by Assignment dated
December 14, 1950, filed January 25, 1951, under Document No. 574241, in Book 897,
Page 142.

WHEREAS parts of the foregoing easements are within the boundaries of a
proposed street right-of-way to be known as East 99th Street, Kansas City, Missouri,
located in the Northwest Quarter of the Northeast Quarter of Section 32, Township 48
North, Range 32 West, Jackson County, Missouri, said street right of way being
dedicated as part of the plat of Kansas City Power and Light Southeast Campus.

WHEREAS, KANSAS CITY POWER AND LIGHT, desires to have dedicated for public use as a part of East 99th Street, as described in the Exhibit A labeled "Subordination Sketch", a copy of which is attached hereto and made a part hereof and as more particularly described as follows:

See attached Exhibit "A"

NOW, THEREFORE, in consideration of the amount of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees that said easements as above described shall be and the same is hereby subordinated to the aforesaid dedication by Developer, to the extent, but only to the extent the dedication encumbers said easements, for public use as street right-of-way and shall have the same effect as if said dedication had been executed and recorded prior to the date of the execution of said easements, with the following exceptions:

1. Grantor shall have the right to inspect, operate, lay, maintain, improve, modify, deepen, repair, replace, remove and add to its existing facilities in said street right-of-way dedicated by Developer to Grantee as necessary for any and all purposes granted in the easements. If Grantor elects to improve, lay, reconstruct, modify, deepen, repair, replace, remove, add to or maintain its facilities for its convenience or as required by Federal or State law, Grantor will repair or replace resultant damages to the existing right-of-way in accordance with the City's standards in effect on the date of damage.

2. Grantee and Developer agree that if future improvements to the street right-of-way require the relocation, replacement, removal, deepening, modification, or other adjustments of the Grantor's facilities located in the easements, Grantee and/or Developer will not require Grantor to pay the cost of relocating, replacing, removing, deepening, modifying or adjusting Grantor's facilities.

3. Neither Grantee or Developer shall install, allow the installation or require the installation of any public or private facilities or other obstructions to Grantor's easement rights, within the easements without the express written consent of Grantor, which consent shall not be unreasonably withheld. Grantee and Developer agree that obstructions are any facilities, structures or uses which render the easement less convenient or useful to the Grantor.

4. Developer and Grantee shall not impair Grantor's ingress or egress to or from the easements by way of established roadways.

5. In the event that the right-of-way is vacated by the Grantee, then any and all rights herein subordinated shall revert to Grantor.


This indenture shall be binding upon the undersigned and its successors and assigns.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the parties have entered into this Subordination of Easement and Relocation agreement as of the day and year first above written.

IN WITNESS WHEREOF, these presents have been duly executed and sealed.

SINCLAIR TRANSPORTATION COMPANY

By: 
Mark A. Petersen
President

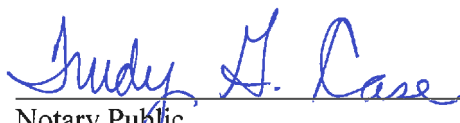
ACKNOWLEDGEMENT

State of Utah)
) Ss:
County of Salt Lake)

On this 22nd day of September, 2016, before me personally appeared Mark A. Petersen, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as the free act and deed of Sinclair Transportation Company and that he was authorized to do so.

IN WITNESS WHEREOF, I have set my hand and affixed my notary seal the day and year in this certificate above written.




Notary Public

KANSAS CITY, MISSOURI

PRO By: Jeff Williams

Director of City Planning and Development

ATTESTATION BY CITY CLERK:

City Clerk

Approved as to form:

Assistant City Attorney

ACKNOWLEDGEMENT

State of Missouri)
County of Jackson) Ss:

On this 3 day of October, 2016, before me personally appeared Jeffrey Williams to me known to be the person described in and who executed the foregoing instrument, and acknowledge that he/she executed the same as the free act and deed of the City of Kansas City, Missouri and that he/she was authorized to do so.

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

My Commission Expires:

Kristy Cheri Tyson Cotton
Notary Public

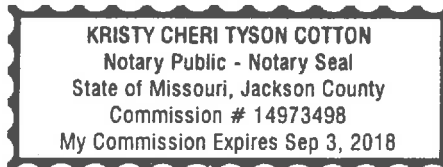
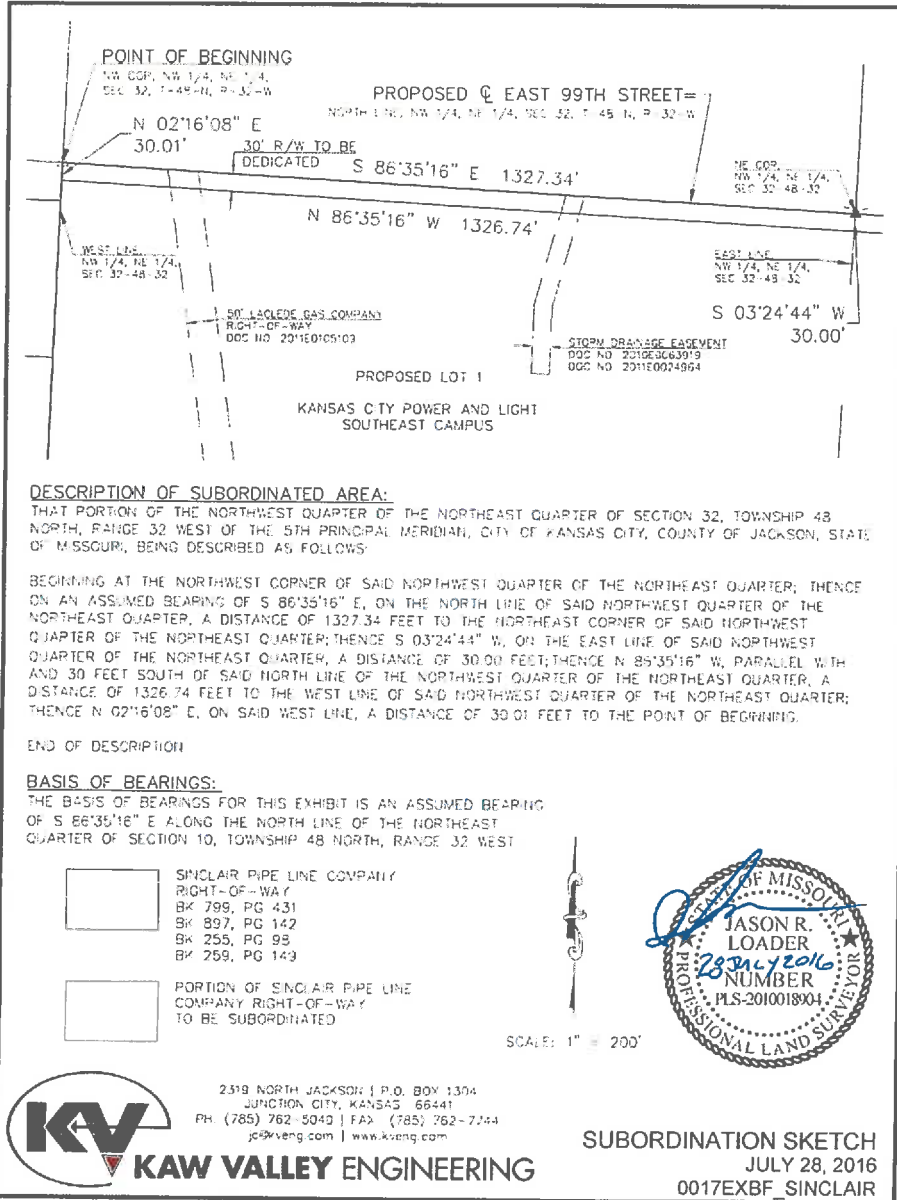


Exhibit A



DESCRIPTION OF SUBORDINATED AREA:


THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF KANSAS CITY, COUNTY OF JACKSON, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:


BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF S 86°35'16" E, ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1327.34 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S 03°24'44" W, ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 30.00 FEET; THENCE N 86°35'16" W, PARALLEL WITH AND 30 FEET SOUTH OF SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1326.74 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE N 02°16'08" E, ON SAID WEST LINE, A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING.

END OF DESCRIPTION

BASIS OF BEARINGS:

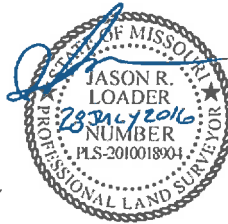
THE BASIS OF BEARINGS FOR THIS EXHIBIT IS AN ASSUMED BEARING OF S 86°35'16" E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 48 NORTH, RANGE 32 WEST


 SINCLAIR PIPE LINE COMPANY RIGHT-OF-WAY
BK 799, PG 431
BK 897, PG 142
BK 255, PG 98
BK 259, PG 143

 PORTION OF SINCLAIR PIPE LINE COMPANY RIGHT-OF-WAY TO BE SUBORDINATED



SCALE: 1" = 200'



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jce@kveeng.com | www.kveeng.com

KAW VALLEY ENGINEERING

SUBORDINATION SKETCH
JULY 28, 2016
0017EXBF_SINCLAIR

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
11/08/2016 04:00:08 PM

INSTRUMENT TYPE: PREL FEE: \$58.00 5 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2016E0105845

Robert T. Kelly, Director, Recorder Of Deeds

TITLE: PARTIAL RELEASE OF INDENTURE OF MORTGAGE AND DEED OF TRUST

DATE OF THE DOCUMENT: Dec, 17th 2015

GRANTOR: UMB Bank, N.A. , as successor Trustee to United Missouri Bank of Kansas City, N.A.

GRANTEE: Kansas City Power & Light Company

GRANTEE'S MAILING ADDRESS: 1200 Main Street, Kansas City MO 64105

LEGAL DESCRIPTION OF THE PROPERTY: See Legal Description in Exhibit A

REFERENCE BOOK AND PAGE: Book K-1612 Page 1; Book I-1612 Page 632;
Book K-2288 Page 1240; Book I-2288 Page 1776; Book K-2458 Page 854; Book I-2458 Page 17.

After recordation return to:
Rudolf H. Beese
Dentons US LLP
4520 Main Street, Suite 1100
Kansas City, Missouri 64111

DEED OF RELEASE
(PARTIAL – CORPORATION)

THIS DEED OF RELEASE WITNESSETH, that UMB BANK, N.A., a corporation organized and existing under the laws of the State of Missouri, have/having its principal place of business in Jackson County, Missouri, owner and holder of the note evidencing the debt secured by the Deed of Trust executed by Kansas City Power & Light Company, dated December 1, 1986 and recorded in the office of the Recorder of Deeds for Jackson County, Missouri, as Document No. I-733944 and K-746018, in Book I-1612 at Page 632 and Book K-1612 at Page 1, as supplemented by the Supplemental Indentures filed as the:

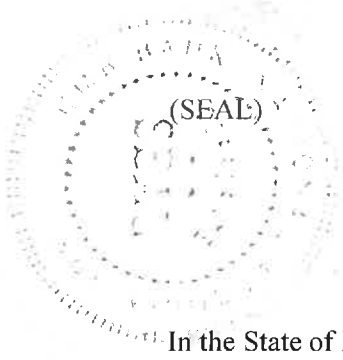
1. Fifth Supplemental Indenture dated as of September 1, 1992 by and between Kansas City Power & Light Company, a Missouri corporation and United Missouri Bank, N.A., (formerly United Missouri Bank of Kansas City, N.A.), as Trustee, filed September 10, 1992, in Jackson County, at Kansas City as Document No. K-1041360 in Book K-2288 at Page 1240, and filed September 10, 1992, at Independence, Document No. I-1131853 in Book I-2288 at Page 1776,
2. Seventh Supplemental Indenture dated October 1, 1993 by and between Kansas City Power & Light Company, a Missouri corporation and United Missouri Bank, N.A., (formerly United Missouri Bank of Kansas City, N.A.), as Trustee, filed October 8, 1993, in Jackson County, at Kansas City as Document No. K-1104016 in Book K-2458 at Page 854 and filed at Independence on October 7, 1993 as Document No. I-1221163 in Book I-2458 at Page 17, and the
3. Eighth and Eleventh Supplemental Indentures notice of which are imparted by the Partial Release filed April 1, 2008 as Document No. 2008E0035107,
4. Twelfth, Thirteenth and Fourteenth Supplemental Indentures notice of which are imparted by the Partial Release filed July 2, 2009 as Document No. 2009E0065622,
5. Fifteenth Supplemental Indenture notice of which is imparted by the Partial Release filed June 13, 2014 as Document No. 2014E0047250,

for value received does hereby release from the lien and effect of said Deed of Trust the following part of the property therein described, to-wit:

The streets as shown on the plat of Kansas City Power and Light Southeast Campus, a subdivision of land in Kansas City, Jackson County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No. _____, Book _____, Page _____

and the undersigned hereby subordinates the lien and effect of said Deed of Trust to the easements, lot lines and building lines as shown on said plat. Provided, however, that this partial release shall not prejudice the lien of 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 17th day of December, 2015.



UMB Bank, N.A., as Trustee

By: *[Signature]*
Anthony P. Hawkins

Vice President
(Title)

In the State of Missouri, County of Jackson, on this 17th day of December, 2015, before, the undersigned, a Notary Public, in and to me personally known, who being by me duly sworn did say that he 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 Anthony P. Hawkins 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.

[Signature]
Notary Public

My commission expires 3-8-17



Exhibit A

Legal Description of the Property

The streets as shown on the plat of Kansas City Power and Light Southeast Campus, a subdivision of land in Kansas City, Jackson County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No. 201005010, Book _____, Page _____, which are a part of a larger parcel more particularly described as: 5844

Tract 1:

All that part of the North Half of the Northeast Quarter of the Northeast Quarter of Section 32, Township 48, Range 32, in Kansas City, Jackson County, Missouri, described as follows: Beginning at the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 32, Township 48, Range 32, in Kansas City, Jackson County, Missouri; thence East 1334.10 feet to the Northeast corner of said Quarter Quarter section; thence South 660.65 feet to the Northwest corner of the South Half of the Northeast Quarter of the Northwest Quarter of said section; thence along the North line of said Half of Quarter Quarter section, North 89 degrees 56.5 minutes East 1014.2 feet to a point on the Northwesterly right of way line of the relocated Raytown Road, as established by Commissioners Report recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, as Document No. I-86010, in Book I-258, Page 1207, said point being 80 feet at right angles from the center line thereof; thence along said Northwesterly right of way line parallel to and 80 feet from said center line in a Southwesterly direction along a curve to the right (having a radius of 1065.92 feet) 411.05 feet to the point of tangent at Station 35+68.49; thence continuing along said right of way line 80 feet from said center line South 57 degrees 46 minutes West, 205.87 feet to the point of curve at Station No. 37+74.36; thence continuing along said right of way line 80 feet from said center line in a Southwesterly direction along a curve to the left (having a radius of 1225.92 feet) 409.62 feet to a point on the South line of the Northeast Quarter of the Northeast Quarter of said section; thence leaving said right of way due West 254.19 feet to the Northeast corner of the Southwest Quarter of the Northeast Quarter of said section; thence along the East line of said Quarter Quarter section South 1 degree 01.5 minutes East, 338.94 feet to a point on the Northwesterly right of way line of said relocated Raytown Road; thence along said Northwesterly right of way line South 42 degrees 04 minutes West, 110.30 feet to a point on the Northerly right of way line of Interstate Route No. 470, as established by said Commissioners Report recorded as Document No. I-86010, in Book I-258, Page 1207, said point being 400 feet at right angles from center line Station 223+0; thence along said Northerly right of way line South 82 degrees 45.5 minutes West, 502.47 feet to a point 350 feet at right angles from center line Station 218+0; thence along said Northerly right of way line, the prolongation of which would fall 190 feet at right angles North of center line Station 210, South 77 degrees 09.5 minutes West, 280 feet, more or less to a point on the Southerly meanderings of a tract of land described in Document No. 651447, in Book 1204, Page 356; thence along said meanderings North 35 degrees 40 minutes West 25 feet, more or less, to an angle point therein; thence North 60 degrees 10 minutes West, 205 feet; thence North 72 degrees 15 minutes West 311.5 feet to the West line of the Southwest Quarter of the Northeast Quarter; thence further North 72 degrees 15 minutes West, 88 feet; thence North 51 degrees 23 minutes West, 235 feet; thence North 30 degrees 23 minutes West, 184 feet, more or less to a point on the South line of the tract described in the Quit Claim Deed filed as Recorder's Document No. 830421 in Book 1676, Page 299, in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence; thence along the South line of the tract described in said Document, South 86 degrees 15 minutes 48 seconds East to a point in the South line (which lies North 88 degrees 47 minutes 40 seconds West, a distance of 382.81 feet from the East line of

the Northwest Quarter of said section); thence South 88 degrees 47 minutes 40 seconds East 382.81 feet; thence along the East line of the Southeast Quarter of the Northwest Quarter of said section, North 0 degrees 05 minutes 51 seconds East, 17 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter; thence North along the West line of the Northwest Quarter of the Northeast Quarter, 1326.80 feet to the point of beginning.

Tract 2:

All of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 32, Township 48, Range 32, in Kansas City, Jackson County, Missouri, described as follows: Beginning at the Northeast corner of the Northeast 1/4 of the Northeast 1/4; thence West on Section line 1334.1 feet to a point; thence South 660.65 feet; thence East 1331.2 feet to a point in old road; thence North to the point of beginning, except that part deeded to the State Highway Commission.

Tract 3:

All that part of the South-Half of the Northeast Quarter of Section 32, Township 48, Range 32, in the City of Kansas City, Jackson County, Missouri, described as follows: Beginning at the Southeast corner of the Northeast Quarter of said Section 32; thence North 00 degrees 14 minutes 26 seconds East, along the East line of the Northeast Quarter of said Section 32, 1319.89 feet to the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 32; thence leaving said line North 88 degrees 49 minutes 09 seconds West, along the North line of the South-Half of the Northeast Quarter of said Section 32, 1070.39 feet to the True Point of Beginning of the tract to be herein described, said point also being on the Westerly right of way line of the relocated Raytown Road; thence Southerly along the said right of way line along a curve to the left having a radius of 1225.92 feet, an arc length of 172.96 feet, and a chord bearing of south 36 degrees 00 minutes 01 seconds West to the point of intersection of said relocated Raytown Road right of way and the Northerly right of way line of Interstate 470; thence leaving said Westerly right of way line along the said Northerly right of way line North 36 degrees 51 minutes 30 seconds West, 20.67 feet; thence continuing along said right of way line South 35 degrees 22 minutes 48 seconds West, 154.12 feet; thence leaving said right of way line, North 88 degrees 49 minutes 09 seconds West, along a line parallel with and offset 253.06 feet South of the North line of the South-Half of the Northeast Quarter of said Section 32, 52.69 feet to a point on the West line of the Southeast Quarter of the Northeast Quarter of said Section 32; thence North 00 degrees 10 minutes 08 seconds East, along the said West line, 253.10 feet to the Northwest corner of the Southeast Quarter, of the Northeast Quarter of said Section 32; thence along said North line South 88 degrees 49 minutes 09 seconds East, 255.20 feet to the true point of beginning.

And shown as Tract B on that certain Survey recorded May 10, 2010, as Document No. 2010E0044274 in the Office of the Recorder of Deeds for Jackson County, Missouri.