



Kansas City

414 E. 12th Street
Kansas City, MO
64106

Legislation Text

File #: 240521

ORDINANCE NO. 240521

Approving the plat of KCI 29 Logistics Park Second Plat, an addition in Platte County, Missouri, on approximately 209 acres generally located at northeast corner of Mexico City Avenue and N.W. 132nd Street, creating three lots and two tracts for the purpose of an industrial development; accepting various easements; establishing grades on public ways; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to facilitate the recordation of this ordinance and attached documents. (CLD-FnPlat-2024-00007)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of KCI 29 Logistics Park Second Plat, a subdivision in Platte 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.

File #: 240521

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.

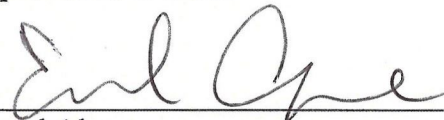
Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 5. 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 6. That the City Clerk is hereby directed to facilitate the recordation 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 Platte County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on June 5, 2024.

Approved as to form:


Eluard Alegre
Associate City Attorney



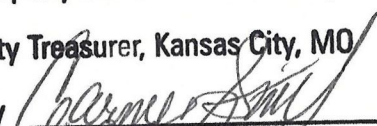
Authenticated as Passed


Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

JUL 18 2024
Date Passed

This is to certify that General Taxes for 20²³, 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, October 21, 20²⁴

Recorded in Platte County, Missouri



Recording Date/Time: 10/31/2024 at 01:08:51 PM

Book: 1411 Page: 923

Instr #: 2024011072

Pages: 3

Fee: \$27.00 E 20240010433

COFFELT LAND TITLE INC



Christopher L. Wright
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

EXEMPT DOCUMENT

The Recorder of Deeds has added this page to your document per compliance with State law under Exempt Status.
RSMo 59.310.4 (effective January 1, 2002)

This Page is Part Of The Document – Do Not Detach

12/10

Recorded in Platte County, Missouri



Recording Date/Time: 10/31/2024 at 01:08:51 PM

Book: 1411 Page: 924

Instr #: 2024011074
Pages: 10
Fee: \$73.00 N 20240010433

COFFELT LAND TITLE INC



Christopher L. Wright
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

NON-STANDARD DOCUMENT

The Recorder of Deeds has added this page to your document per compliance with State law under Exempt Status.

RSMo 59.310.4 (effective January 1, 2002)

Christopher L. Wright
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

This Page is Part Of The Document – Do Not Detach

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF KCI 29 LOGISTICS PARK SECOND PLAT**

THIS COVENANT made and entered into this 10th day of July, 2024, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of MC Winan Road, LLC., a Missouri Limited Liability Company, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located on the north side of I-29/I-435 & NW 128th Street, specifically at the southeast corner of MO Route 92 and N. Bethel Avenue at the terminus of Mexico City Avenue, in Kansas City, of Platte County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of KCI 29 Logistics Park Second Plat, (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots of 3, 5, and 6, and Tracts of A and C, as shown on Exhibit "B" attached hereto.

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

WHEREAS, The Facilities, located on Tracts A and C, 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 and Owner agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

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

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

Sec. 1. Owner at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary, of The Facilities located on Tracts A and C within the Plat.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tracts A and C within the Plat.
- 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 Tracts A and C within the Plat, to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tracts A and C pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2024-032.
- 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 Tracts A and C within the Plat, in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owners of Tracts A and C, and/or the owners of Lots 1, 2, & 4 of KCI 29 Logistics Park First Plat and Lots 3, 5, & 6 of the Plat served by the Facilities on Tracts A and C within the Plat.
- b. Assess a lien on either the Tracts A and C or on the Lots 1, 2, & 4 of KCI 29 Logistics Park First Plat and Lots 3, 5, & 6 of the Plat, or both, served by the Facilities on Tracts A and C within the Plat.
- c. Maintain suit against Owner, and/or the owners of Tracts A and C and/or the owners of Lots 1, 2, & 4 of KCI 29 Logistics Park First Plat and Lots 3, 5, & 6 of the Plat, or both, served by the Facilities on Tracts A and C within the Plat, 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/or the then-current owners of Tracts A and C, and Lots 1, 2, & 4 of KCI 29 Logistics Park First Plat and Lots 3, 5 & 6 of the Plat not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tracts A and C 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. This covenant shall run with the land legally described in Exhibit "A." Owner shall remain liable under the terms of this Covenant unless and until Owner assigns its rights and obligations to a third party and such assignment is accepted by the City.

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

Sec. 6. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this 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 Owner shall be addressed to:
Hunt Midwest Real Estate Development, Inc.
1881 Main Street, Suite 200
Kansas City, MO 64108
Aaron Schmidt, Vice President
Fax: 816-455-8701, Phone: 816-455-2500

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

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

Sec. 9. This 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 Platte County, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

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

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

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 23 day of October, 2024, before me, the undersigned, a notary public in and for the county and state aforesaid, came Mario Vasquez, 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 Marilyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

[Signature]
Notary Public

My Commission Expires: January 17, 2024

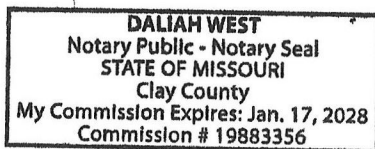


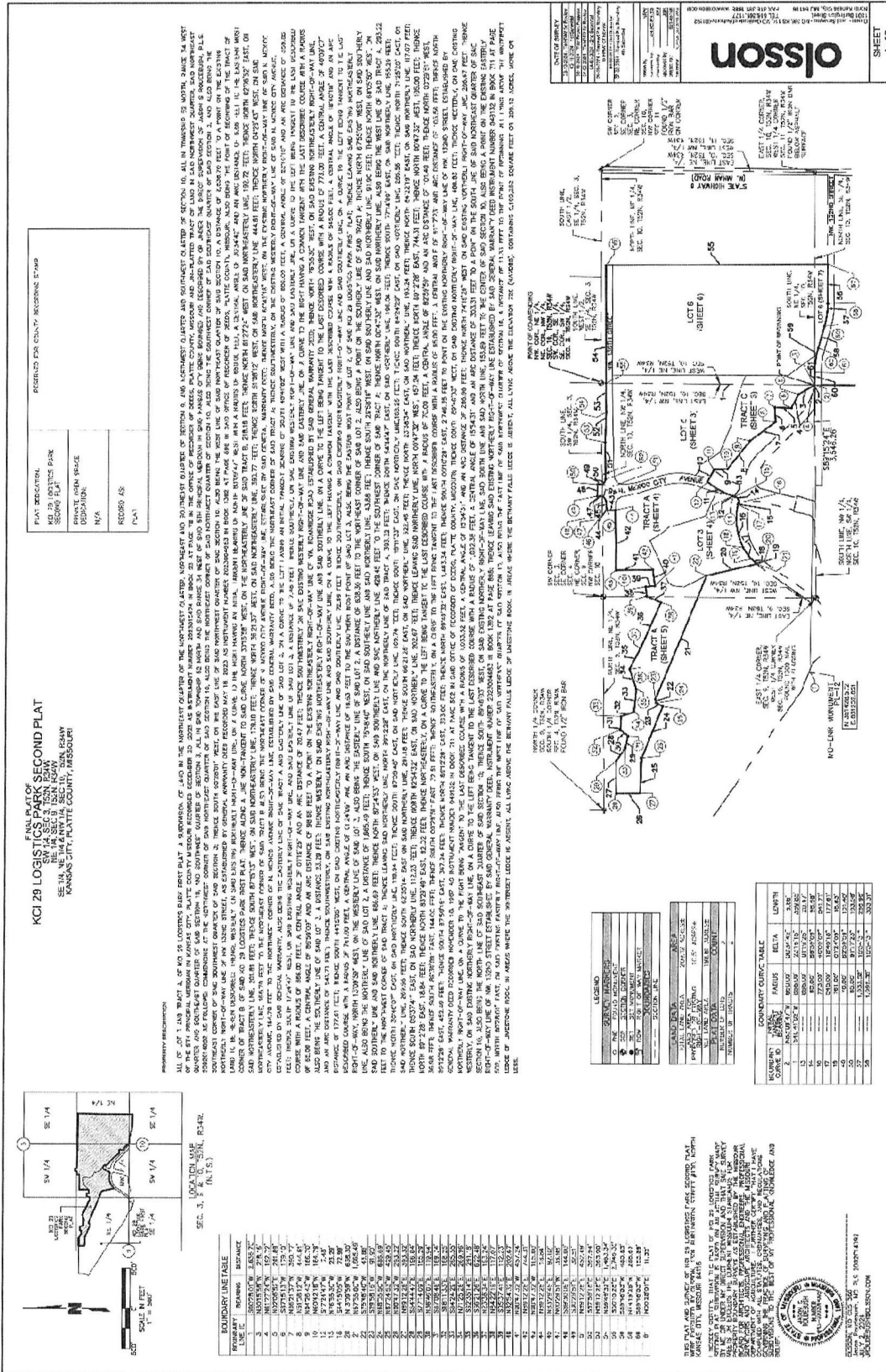
EXHIBIT "A"

PROPERTY DESCRIPTION:

All of Lot 3 and Tract A, of KCI 29 LOGISTICS PARK FIRST PLAT, a subdivision of land in the Northeast Quarter of the Northwest Quarter, Northeast and Southeast Quarter of Section 9, and Northwest Quarter and Southwest Quarter of Section 10, all in Township 52 North, Range 34 West of the 5th Principal Meridian in Kansas City, Platte County Missouri recorded December 20, 2023 as Instrument Number 2023012474 in Book 23 at Page 78 in the Office of Recorder of Deeds, Platte County, Missouri and unplatted tract of land in said Northwest Quarter, said Northeast Quarter and Southeast Quarter of said Section 10, and Southwest Quarter of Section 3, all in said Township 52 North and said Range 34 West of said 5th Principal Meridian in said Kansas City being bounded and described by or under the direct supervision of Jason S Roudebush, P.L.S. 2002014092 as follows: Commencing at the Northwest corner of said Northeast Quarter of said Section 10, also being the Northeast corner of said Northwest Quarter of Section 10, also being the Southwest corner of said Southeast Quarter of said Section 3, and also being the Southeast corner of said Southwest Quarter of said Section 3; thence South 00°28'01" West, on the East line of said Northwest Quarter of said Section 10, also being the West line of said Northeast Quarter of said Section 10, a distance of 2,636.70 feet to a point on the Existing Northerly right-of-way line of NW 132nd Street, as established by General Warranty Deed recorded May 18, 2023 as Instrument Number 2023004683 in Book 1392 at Page 898 in said Office of Recorder of Deeds, Platte County, Missouri, also being the Point of Beginning of the tract of land to be herein described: thence Westerly, on said Existing Northerly right-of-way line, on a curve to the right having an initial tangent bearing of North 83°09'47" West with a radius of 660.00 feet, a central angle of 00°34'42" and an arc distance of 6.66 feet to the Eastern most corner of Tract B, of said KCI 29 LOGISTICS PARK FIRST PLAT; thence along a line non-tangent to said curve, North 30°15'58" West, on the Northeasterly line of said Tract B, 218.16 feet; thence North 61°27'24" West, on said Northeasterly line, 192.72 feet; thence North 02°06'52" East, on said Northeasterly line, 201.89 feet; thence South 87°15'13" West, on said Northeasterly line, 179.10 feet; thence North 36°21'37" West, on said Northeasterly line, 390.77 feet; thence North 51°08'12" West, on said Northeasterly line, 444.61 feet; thence North 04°26'43" West, on said Northeasterly line, 166.70 feet to the Northeast corner of said Tract B also being the Northeast corner of N. Mexico City Avenue right-of-way line, established by said General Warranty Deed; thence North 60°42'18" West, on the Existing Northerly right-of-way line of said N. Mexico City Avenue, 164.79 feet to the Northwest corner of N. Mexico Avenue right-of-way line, established by said General Warranty Deed, also being the Northeast corner of said Tract A; thence Southwesterly, on the Existing Westerly right-of-way line of said N. Mexico City Avenue, established by said General Warranty, also being the Easterly line of said Tract A and Easterly line of said Lot 3, on a curve to the left having an initial tangent bearing of South 40°41'02" West with a radius of 886.00 feet, a central angle of 23°16'15" and an arc distance of 359.85 feet; thence South 17°24'47" West, on said Existing Westerly right-of-way line, and said Easterly line of said Lot 3, a distance of 7.48 feet; thence Southerly, on said Existing Westerly right-of-way line and said Easterly line, on a curve to the left being tangent to the last described course with a radius of 886.00 feet, a central angle of 01°19'25" and an arc distance of 20.47 feet; thence Southwesterly on said Existing Westerly right-of-way line and said Easterly line, on a curve to the right having a common tangent with the last described course with a radius of 65.00 feet, a central angle of 86°59'09" and an arc distance of 98.68 feet to a point on the Existing Northeasterly right-of-way line of NW. Roanridge Road established by said General Warranty Deed; thence North 76°55'30" West, on said Existing Northeasterly right-of-way line, also being the Southerly line of said Lot 3, a distance 23.29 feet; thence Westerly, on said Existing Northeasterly right-of-way line and said Southerly line, on a curve to the left being tangent to the last described course with a radius of 773.00 feet, a central angle of 40°09'07" and an arc distance of 541.71 feet; thence Southwesterly, on said Existing Northeasterly right-of-way line and said Southerly line, on a curve to the left having a common tangent with the last described course with a radius of 545.00 feet, a central angle of 18°40'18" and an arc distance of 177.61 feet; thence South 44°15'05" West, on said Existing Northeasterly right-of-way line and said Southerly line, 72.99 feet; thence Southwesterly, on said Existing Northeasterly right-of-way line and said Southerly line, on a curve to the left being tangent to the last described course with a radius of 761.00 feet, a central angle of 01°24'09" and an arc distance of 18.63 feet to the Southern most point of said Lot 3, also being the Eastern most point of Lot 2, of said KCI 29 LOGISTICS PARK FIRST PLAT; thence leaving said Existing Northeasterly right-of-way, North 13°09'59" West, on the Westerly line of said Lot 3, also being the Easterly line of said Lot 2, a distance of

638.30 feet to the Northeast corner of said Lot 2, also being a point on the Southerly line of said Tract A; thence North $67^{\circ}55'00''$ West, on said Southerly line, also being the Northerly line of said Lot 2, a distance of 1,665.49 feet; thence South $75^{\circ}48'40''$ West, on said Southerly line and said Northerly line, 43.88 feet; thence South $29^{\circ}58'16''$ West, on said Southerly line and said Northerly line, 91.90 feet; thence North $68^{\circ}05'50''$ West, on said Southerly line and said Northerly line, 686.69 feet; thence North $87^{\circ}24'53''$ West, on said Southerly line and said Northerly line, 429.45 feet to the Southwest corner of said Tract A; thence North $00^{\circ}47'32''$ West, on said Northerly line, also being the West line of said Tract A, 293.22 feet to the Northwest corner of said Tract A; thence leaving said Northerly line, North $89^{\circ}12'28''$ East, on the Northerly line of said Tract A, 393.32 feet; thence South $54^{\circ}44'47''$ East, on said Northerly line, 196.04 feet; thence South $77^{\circ}14'09''$ East, on said Northerly line, 155.29 feet; thence North $36^{\circ}46'07''$ East, on said Northerly line, 119.94 feet; thence South $87^{\circ}08'48''$ East, on said Northerly line, 169.74 feet; thence South $18^{\circ}11'33''$ East, on said Northerly line, 168.25 feet; thence South $84^{\circ}24'29''$ East, on said Northerly line, 285.55 feet; thence North $71^{\circ}25'28''$ East, on said Northerly line, 269.96 feet; thence South $62^{\circ}35'14''$ East on said Northerly line, 291.18 feet; thence South $66^{\circ}21'26''$ East, on said Northerly line, 622.48 feet; thence North $23^{\circ}38'34''$ East, on said Northerly line, 193.24 feet; thence North $84^{\circ}22'19''$ East, on said Northerly line, 117.07 feet; thence South $05^{\circ}37'41''$ East, on said Northerly line, 112.23 feet; thence North $82^{\circ}54'32''$ East, on said Northerly line, 202.67 feet; thence leaving said Northerly line, North $00^{\circ}47'32''$ West, 457.24 feet; thence North $89^{\circ}12'28''$ East, 744.31 feet; thence North $00^{\circ}47'32''$ West, 105.00 feet; thence North $89^{\circ}12'28''$ East, 18.84 feet; thence North $83^{\circ}29'49''$ East, 92.02 feet; thence Northeasterly, on a curve to the left being tangent to the last described course with a radius of 70.00 feet, a central angle of $82^{\circ}59'59''$ and an arc distance of 101.40 feet; thence North $00^{\circ}29'51''$ West, 36.98 feet; thence South $89^{\circ}30'09''$ East, 144.00 feet; thence South $00^{\circ}29'51''$ East, 32.51 feet; thence Southeasterly, on a curve to the left being tangent to the last described course with a radius of 65.00 feet, a central angle of $91^{\circ}17'23''$ and arc distance of 103.56 feet; thence North $89^{\circ}12'28''$ East, 452.49 feet; thence South $87^{\circ}59'18''$ East, 367.94 feet; thence North $89^{\circ}12'28''$ East, 363.00 feet; thence North $89^{\circ}49'32''$ East, 1,463.34 feet; thence South $00^{\circ}10'28''$ East, 2,746.35 feet to point on the Existing Northerly right-of-way line of NW. 132nd Street, established by General Warranty Deed recorded November 18, 1987 as Instrument Number 049132 in Book 711 at Page 502 in said office of Recorder of Deeds, Platte County, Missouri; thence South $89^{\circ}46'03''$ West, on said Existing Northerly right-of-way line, 480.83 feet; thence Westerly, on said Existing Northerly right-of-way line, on a curve to the right being tangent to the last described course with a radius of 1,033.52 feet, a central angle of $15^{\circ}54'31''$ and an arc distance of 286.96 feet; thence North $74^{\circ}19'26''$ West, on said Existing Northerly right-of-way line, 286.67 feet; thence Westerly, on said Existing Northerly right-of-way line, on a curve to the left being tangent to the last described course with a radius of 1,092.38 feet, a central angle of $15^{\circ}54'31''$ and an arc distance of 303.31 feet to a point on the South line of said Northeast Quarter of said Section 10, also being the North line of said Southeast Quarter of said Section 10; thence South $89^{\circ}46'03''$ West, on said Existing Northerly right-of-way line, said South line and said North line, 153.89 feet to the center of said Section 10, also being a point on the Existing Easterly right-of-way line of NW. 132nd Street established by said General Warranty Deed, Instrument Number 2023004683 in Book 1392 at Page 898; thence leaving said existing Northerly right-of-way line established by said General Warranty Deed Instrument Number 049132 in Book 711 at Page 502, North $00^{\circ}28'01''$ East, on said Existing Easterly right-of-way line, also being the West line of said Northeast Quarter of said Section 10, also being the East line of said Northwest Quarter of Section 10, a distance of 11.33 feet to the Point of Beginning. All lying above the Winterset Ledge of Limestone Rock. In areas where the Winterset Ledge is absent, all lying above the Bethany Falls Ledge of Limestone Rock. In areas where the Bethany Falls Ledge is absent, all lying above the Elevation 720 (NAVD88). Containing 9,109,262 square feet or 209.12 acres, more or less.

EXHIBIT "B"



Recorded in Platte County, Missouri



Recording Date/Time: 10/31/2024 at 01:08:51 PM

Book: 1411 Page: 925

Instr #: 2024011075

Pages: 6

Fee: \$39.00 S 20240010433

COFFELT LAND TITLE INC



Christopher L. Wright
Recorder of Deeds

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Title of Document: First Supplement to Declaration of Covenants, Conditions and Restrictions Affecting Property Within KCI 29 Logistics Park

Date of Document: August 29, 2024

Developer: MC Winan Road LLC
1881 Main Street, Suite 200
Kansas City, Missouri 64108

Port Authority: Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, Missouri 64102
Attn: President and CEO

KCI 29: KCI 29 BFB Logistics I LLC
1881 Main Street, Suite 200
Kansas City, Missouri 64108

Legal Description: See **EXHIBIT A** attached hereto

Reference Book and Page: Instrument No. 2023012477, Book 1400 at Page 632

**FIRST SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AFFECTING PROPERTY WITHIN KCI 29 LOGISTICS PARK**

THIS FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING PROPERTY WITHIN KCI 29 LOGISTICS PARK (this "Supplement") is entered into as of August 29, 2024, by and between **MC WINAN ROAD LLC**, a Missouri limited liability company ("Developer"), **PORT AUTHORITY OF KANSAS CITY, MISSOURI**, a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo ("Port Authority"), and **KCI 29 BFB LOGISTICS I LLC**, a Missouri limited liability company ("KCI 29").

RECITALS

A. Developer previously executed that certain Declaration of Covenants, Conditions and Restrictions Affecting Property Within KCI 29 Logistics Park dated as of December 7, 2023 (the "Declaration"), which was recorded on December 20, 2023, under Instrument No. 2023012477, in Book 1400, at Page 632, in the Office of the Recorder of Deeds for Platte County, Missouri (the "Recorder's Office"), pursuant to which Developer subjected the tracts or parcels of land legally described therein, which was platted as KCI 29 LOGISTICS PARK FIRST PLAT and recorded on December 20, 2023, under Instrument No. 2023012474, in Book 23, at Page 78 thereto in the Recorder's Office (the "Property") to certain covenants, conditions and restrictions for the purpose of protecting the value and desirability of the Property as an integrated business park for office, commercial and light or other industrial purposes and possessing features of more than ordinary value.

B. Pursuant to that certain Special Warranty Deed from Developer to KCI 29 dated October 23, 2023, which was recorded October 23, 2023, under Instrument No. 2023010497 in Book 1398, at Page 672 in the Recorder's Office, Developer transferred the real property described on **Exhibit A** attached hereto and incorporated herein (the "KCI 29 Property") to KCI 29. The KCI 29 Property is part of the Property affected by the Declaration.

C. Pursuant to that certain Missouri Special Warranty Deed from KCI 29 to Port Authority dated January 1, 2024, which was recorded January 31, 2024, under Instrument No. 2024000888, in Book 1401, Page 816, in the Recorder's Office, KCI 29 transferred the KCI 29 Property to Port Authority.

D. Pursuant to that certain Lease Agreement dated as of January 1, 2024, and effective as of January 30, 2024, Port Authority leased the KCI 29 Property to KCI 29 (the "Lease"). A Notice of Lease dated as of January 1, 2024, and effective as of January 30, 2024 by and between Port Authority and KCI 29 was recorded under Instrument No. 2024000889, in Book 1401, at Page 817 in the Recorder's Office.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged by them, Developer, Port Authority, and KCI 29 agree as follows:

1. Developer, Port Authority and KCI 29 hereby acknowledge and agree that (i) Port Authority owns the fee simple interest in the KCI 29 Property, (ii) Port Authority leases the KCI 29 Property to KCI 29, and (iii) the KCI 29 Property is part of the Property affected by the Declaration.

2. Port Authority and KCI 29 each hereby ratifies and consents to the Declaration and agrees to be bound by the terms, conditions, covenants, and restrictions in the Declaration.

3. This Supplement shall be binding upon the successors and assigns of Port Authority and KCI 29, shall run with the land and shall inure to the benefit of Developer and its successors and assigns (including successors in title).

[Signature Page Follows.]

IN WITNESS WHEREOF, Developer, Port Authority and KCI 29 have caused this Supplement to be executed by their respective duly authorized officers or representatives as of the day, month and year first above written.

“Developer”:

MC WINAN ROAD LLC
a Missouri limited liability company

By: Blankenbaker Logistics LLC,
a Kentucky limited liability company, its sole member

By: Hunt Midwest Real Estate Development, Inc.,
a Missouri corporation, its sole member

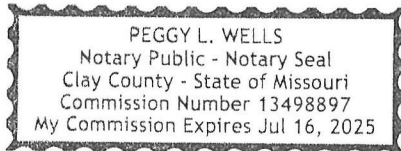
By: 
Vincent T. Johnston, Senior Vice President

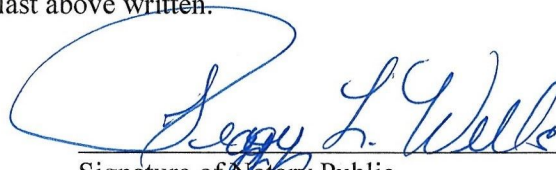
STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 29th day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Vincent T. Johnston, to me personally known, Senior Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, which is the sole member of Blankenbaker Logistics LLC, a Kentucky limited liability company, which is the sole member of **MC WINAN ROAD LLC**, a Missouri limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said limited liability company.

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

{Notarial Seal}




Signature of Notary Public
Peggy L. Wells
Printed Name of Notary Public

My Commission Expires: July 16, 2025

“Port Authority”:

**PORT AUTHORITY OF KANSAS CITY,
MISSOURI**, a political subdivision of the State of
Missouri created pursuant to Section 68.010 et seq.,
RSMo.

By: [Signature]
Jon D. Stephens, President and CEO

ATTEST:

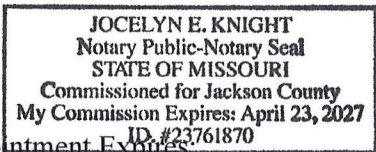
By: [Signature]
Brian T. Rabineau, General Counsel

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me on this 4th day of September, 2024, by Jon D. Stephens, President and CEO, who is personally known to me to be the same person who executed the within instrument on behalf of Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo, and such person duly acknowledged the execution of the same to be the act and deed of Port Authority of Kansas City, Missouri.

(SEAL)



My Appointment Expires

April 23 2027

[Signature]
Notary Public
Typed or printed name: Joelyn E. Knight

“KCI 29”:

KCI 29 BFB LOGISTICS I LLC,
a Missouri limited liability company

By: Hunt Midwest Real Estate Development, Inc.,
a Missouri corporation, its sole member

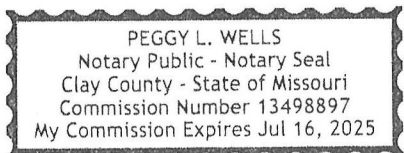
By: 
Vincent T. Johnston, Senior Vice President

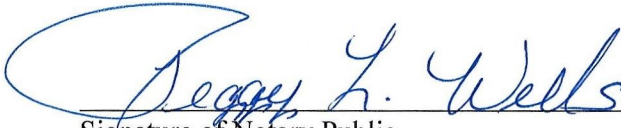
STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 29th day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Vincent T. Johnston, to me personally known, Senior Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, which is the sole member of **KCI 29 BFB Logistics I LLC**, a Missouri limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said limited liability company.

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

{Notarial Seal}




Signature of Notary Public
Peggy L. Wells
Printed Name of Notary Public

My Commission Expires: July 16, 2025

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY OWNED BY KCI 29

A tract of land in the Northeast Quarter of the Northwest Quarter, the Northeast Quarter and Southeast Quarter of Section 9 and Northwest Quarter of Section 10, all in Township 52 North, Range 34 West of the 5th Principal Meridian in Kansas City, Platte County, Missouri being bounded and described by or under the direct supervision of Jason S Roudebush, P.L.S. 2002014092 as follows: Commencing at the Southwest corner of said Northwest Quarter of said Section 10, also being the Southeast corner of said Northeast Quarter of said Section 9, also being the Northeast corner of said Southeast Quarter of said Section 9; thence North 00°14'22" East, on the West line of said Northwest Quarter of said Section 10, also being the East line of said Northeast Quarter of said Section 9, a distance of 143.18 feet to the Point of Beginning of the tract of land to be herein described; thence South 34°38'32" West, 2.87 feet; thence Southwesterly, on a curve to the right being tangent to the last described course with a radius of 660.00 feet, a central angle of 65°01'10" and an arc distance of 748.97 feet to a point on the Existing Northeasterly right-of-way line of Interstate Highway No. 29 (referenced in document as Interstate Route 435) as established by Section 15.10 in the Report of Commissions, Condemnation Case C-74-571 recorded August 14, 1975 in Book 470 at Page 105 in the Office of Recorder of Deeds, Platte County, Missouri; thence, on a line non-tangent to said curve, North 42°20'05" West, on said Existing Northeasterly right-of-way line, 167.43 feet to a point on the North line of said Southeast Quarter also being the South line of said Northeast Quarter; thence leaving said North line and said South line, North 42°20'05" West on said Existing Northeasterly right-of-way line, 70.08 feet to a point on said Northeasterly right-of-way line that is 185.20 feet right (East) of Station 591+40.3; thence North 68°56'32" West, on said Existing Northeasterly right-of-way line, 371.27 feet to a point on said Northeasterly right-of-way line that is 98.5 feet right (East) of Station 587+79.3; thence North 54°58'22" West, on said Existing Northeasterly right-of-way line, 1,781.37 feet to a point on said Northeasterly right-of-way line that is 115 feet right (East) of Station 570+00.00; thence North 57°38'50" West, on said Existing Northeasterly right-of-way line 387.65 feet; thence leaving said Existing Northeasterly right-of-way line, North 32°21'10" East, 667.53 feet; thence North 19°54'49" East, 225.56 feet; thence North 00°47'32" West, 281.15 feet; thence North 89°12'28" East, 90.00 feet; thence South 00°47'32" East, 293.22 feet; thence South 87°24'53" East, 429.45 feet; thence South 68°05'50" East, 686.69 feet; thence North 29°58'16" East, 91.90 feet; thence North 75°48'40" East, 43.88 feet; thence South 67°55'00" East, 1,665.49 feet; thence South 13°09'59" East, 638.30 feet; thence Southwesterly along a curve to the left having an initial tangent bearing of South 42°50'56" West with a radius of 761.00 feet, a central angle of 08°12'24" and an arc distance of 109.00 feet; thence South 34°38'32" West, 617.99 feet to the Point of Beginning. Containing 4,507,384 square feet or 103.4753 acres, more or less. All lying above the Winterset Ledge of Limestone Rock. In areas where the Winterset Ledge is absent, all lying above Bethany Falls Ledge of Limestone Rock. In areas where the Bethany Falls Ledge is absent, all lying above the Elevation 720 (NAVD 88).

45
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Recorded in Platte County, Missouri



Recording Date/Time: 10/31/2024 at 01:08:51 PM

Book: 1411 Page: 926

Instr #: 2024011076

Pages: 8

Fee: \$45.00 S 20240010433

COFFELT LAND TITLE INC



Christopher L. Wright
Recorder of Deeds

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Title of Document: Second Supplement to Declaration of Covenants, Conditions and Restrictions Affecting Property Within KCI 29 Logistics Park

Date of Document: August 28, 2024

Developer: MC Winan Road LLC
1881 Main Street, Suite 200
Kansas City, Missouri 64108

Port Authority: Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, Missouri 64102
Attn: President and CEO

KCI 29: KCI 29 BFB Logistics I LLC
1881 Main Street, Suite 200
Kansas City, Missouri 64108

Beneficiary: UMB Bank, n.a.
1010 Grand Boulevard
Kansas City, MO 64106

Legal Description: See **EXHIBIT A** attached hereto

Reference Book and Page: Instrument No. 2023012477, Book 1400 at Page 632

**SECOND SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AFFECTING PROPERTY WITHIN KCI 29 LOGISTICS PARK**

THIS SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING PROPERTY WITHIN KCI 29 LOGISTICS PARK (this "Supplement") is entered into as of August 28, 2024, by and between **MC WINAN ROAD LLC**, a Missouri limited liability company ("Developer"), **PORT AUTHORITY OF KANSAS CITY, MISSOURI**, a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo ("Port Authority"), **KCI 29 BFB LOGISTICS I LLC**, a Missouri limited liability company ("KCI 29"), and **UMB BANK, n.a.**, a national banking association ("Beneficiary").

RECITALS

A. Developer previously executed that certain Declaration of Covenants, Conditions and Restrictions Affecting Property Within KCI 29 Logistics Park dated as of December 7, 2023 (the "Initial Declaration"), which was recorded on December 20, 2023, under Instrument No. 2023012477, in Book 1400, at Page 632, in the Office of the Recorder of Deeds for Platte County, Missouri (the "Recorder's Office"), pursuant to which Developer subjected the tracts or parcels of land legally described therein, which was platted as KCI 29 LOGISTICS PARK FIRST PLAT and recorded on December 20, 2023, under Instrument No. 2023012474, in Book 23, at Page 78 thereto in the Recorder's Office and as described on Exhibit A attached hereto and incorporated herein (the "Property") to certain covenants, conditions and restrictions for the purpose of protecting the value and desirability of the Property as an integrated business park for office, commercial and light or other industrial purposes and possessing features of more than ordinary value.

B. Developer, KCI 29 and Port Authority previously executed that certain First Supplement to Declaration of Covenants, Conditions and Restrictions Affecting Property Within KCI 29 Logistics Park, dated Aug 29, 2024, which was recorded on Oct. 31, 2024, under Instrument No. 2024011075, in Book 1411 at Page 925, in the Recorder's Office (the "First Supplement" and together with the Initial Declaration, the "Declaration"), pursuant to which KCI 29 and Port Authority consented to subjecting that portion of the Property owned by Port Authority and leased by Port Authority to KCI 29 to the Declaration.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged by them, Developer, KCI-29, Port Authority and Beneficiary agree as follows:

1. Beneficiary represents and warrants that Beneficiary is the owner and holder of the indebtedness secured by those certain (i) Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated June 29, 2022, executed by MC Winan Road LLC to Spentrust-Missouri, Inc., Trustee for the benefit of Beneficiary, recorded in the Recorder's Office on June 30, 2022, as Instrument No. 2022009233, in Book 1380, Page 748, (ii) Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated October 27, 2023, executed by KCI 29 to SMF Registered Services, Inc., Trustee for the benefit of Beneficiary, recorded in the Recorder's Office on October 30, 2023, as Instrument No. 2023010729, in Book 1398 at Page 900; and (iii) Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated January 30, 2024, executed by KCI 29 to SMF Registered Services, Inc., Trustee for the benefit of Beneficiary, recorded in the Recorder's Office on January 31, 2024, as Instrument No. 20244000890, in Book 1401, at Page 818 (collectively the "Deeds of Trust"), which encumber the Property affected by the Declaration.

2. Beneficiary represents and warrants that Beneficiary is the sole beneficiary under the Deeds of Trust.

3. Beneficiary hereby consents to the Declaration and agrees that the Deeds of Trust shall be subject and subordinate to the Declaration to the same extent the Deeds of Trust would have been if the Declaration had been recorded with the Recorder's Office prior to the Deeds of Trust.

4. Beneficiary acknowledges and agrees that Developer is relying on this Supplement in connection with the Declaration.

5. This Supplement shall be binding upon the successors and assigns of Beneficiary, shall run with the land and shall inure to the benefit of Developer and its successors and assigns (including successors in title).

[Signature Pages Follows]

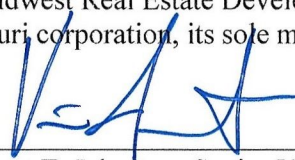
IN WITNESS WHEREOF, Developer, Port Authority, KCI 29 and Beneficiary have caused this Supplement to be executed by their respective duly authorized officers or representatives as of the day, month and year first above written.

“Developer”:

MC WINAN ROAD LLC
a Missouri limited liability company

By: Blankenbaker Logistics LLC,
a Kentucky limited liability company, its sole member

By: Hunt Midwest Real Estate Development, Inc.,
a Missouri corporation, its sole member

By: 

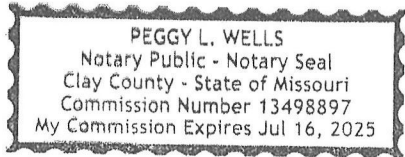
Vincent T. Johnston, Senior Vice President

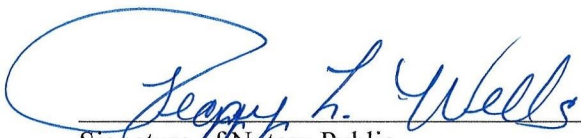
STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 29th day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Vincent T. Johnston, to me personally known, Senior Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, which is the sole member of Blankenbaker Logistics LLC, a Kentucky limited liability company, which is the sole member of **MC WINAN ROAD LLC**, a Missouri limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said limited liability company.

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

{Notarial Seal}





Signature of Notary Public
Peggy L. Wells

Printed Name of Notary Public

My Commission Expires: July 16, 2025

“KCI 29”:

KCI 29 BFB LOGISTICS I LLC,
a Missouri limited liability company

By: Hunt Midwest Real Estate Development, Inc.,
a Missouri corporation, its sole member

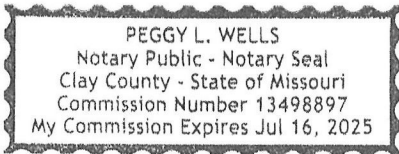
By: 
Vincent T. Johnston, Senior Vice President

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 29th day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Vincent T. Johnston, to me personally known, Senior Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, which is the sole member of **KCI 29 BFB Logistics I LLC**, a Missouri limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said limited liability company.

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

{Notarial Seal}




Signature of Notary Public

Peggy L. Wells
Printed Name of Notary Public

My Commission Expires: July 16, 2025

“Beneficiary”:

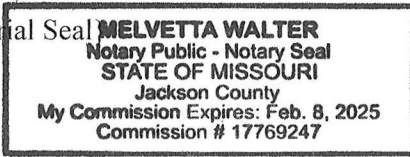
UMB BANK, n.a.
a National Banking Association

By: _____
Name: Charles Gonzalez
Title: Senior Vice President

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

On this 28th day of August, 2024, before me, a Notary Public, personally appeared Charles Gonzalez, to me known, who, being by me duly sworn, did say that he/she is the SVP of UMB Bank, n.a. a national banking association, and that he/she executed the foregoing instrument on behalf of such national banking association with or under due authority of its board of directors and he/she acknowledged the same to be the free act and deed of said national banking association.

{Notary Seal



Melvetta Walter
Signature of Notary Public

Melvetta Walter
Printed Name of Notary Public

My Commission Expires:

Feb. 8, 2025

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

PROPERTY DESCRIPTION

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 9, AND NORTHWEST QUARTER AND SOUTHWEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 52 NORTH, RANGE 34 WEST OF THE 5TH PRINCIPAL MERIDIAN IN KANSAS CITY, PLATTE COUNTY MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUBEUBUSH, P.L.S. 2002014092, AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 00°28'01" WEST, ON THE EAST LINE OF SAID NORTHWEST QUARTER, 2,648.03 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER, ALSO BEING A POINT ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF NW 132ND STREET, ESTABLISHED BY GENERAL WARRANTY DEED RECORDED NOVEMBER 18, 1987 AS INSTRUMENT NUMBER 049132 IN BOOK 711 AT PAGE 502 IN THE OFFICE OF RECORDER OF DEEDS, PLATTE COUNTY, MISSOURI ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 89°27'30" WEST, ON SAID EXISTING NORTHERLY RIGHT-OF-WAY LINE, ALSO BEING THE SOUTH LINE OF SAID NORTHWEST QUARTER, 264.51 FEET; THENCE LEAVING SAID EXISTING NORTHERLY RIGHT-OF-WAY LINE AND SAID SOUTH LINE, NORTHWESTERLY ON A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 62°51'00" WEST WITH A RADIUS OF 752.00 FEET, A CENTRAL ANGLE OF 17°34'25" AND AN ARC DISTANCE OF 230.65 FEET; THENCE NORTH 45°16'35" WEST, 628.81 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 648.00 FEET, A CENTRAL ANGLE OF 25°22'45" AND AN ARC DISTANCE OF 287.03 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT HAVING A COMMON TANGENT WITH THE LAST DESCRIBED COURSE WITH A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 96°16'10" AND AN ARC DISTANCE OF 184.82 FEET; THENCE SOUTH 13°04'30" WEST, 169.88 FEET; THENCE SOUTH 17°32'45" WEST, 76.97 FEET; THENCE SOUTH 13°04'30" WEST, 193.68 FEET TO A POINT ON THE EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF MEXICO CITY AVENUE, AS ESTABLISHED SECTION 16.04 IN THE REPORT OF COMMISSIONERS, CONDEMNATION CASE C-74-571 RECORDED AUGUST 14, 1975 IN BOOK 470 AT PAGE 105 IN SAID OFFICE OF RECORDER OF DEEDS, PLATTE COUNTY, MISSOURI; THENCE NORTH 76°55'30" WEST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE 150.00 FEET; THENCE CONTINUING NORTH 76°55'30" WEST ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE, 20.00 FEET TO A POINT ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE THAT IS 95.00 FEET LEFT (WEST) OF STATION 7+58 OF MEXICO CITY AVENUE CENTERLINE; THENCE SOUTH 13°04'30" WEST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE, ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 29 (REFERENCED IN DOCUMENT AS INTERSTATE ROUTE 435) THAT IS 95.00 FEET LEFT (WEST) OF STATION 9+71.8 OF SAID MEXICO CITY AVENUE CENTERLINE; THENCE SOUTH 50°34'45" WEST, ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, AS ESTABLISHED BY SECTION 15.10 IN SAID REPORT OF COMMISSIONERS, CONDEMNATION CASE C-74-571, A DISTANCE OF 81.30 FEET TO A POINT ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, THAT IS 144.50 FEET LEFT (WEST) OF STATION 10+36.3 OF SAID MEXICO CITY AVENUE CENTERLINE; THENCE SOUTH 89°15'15" WEST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, AS ESTABLISHED BY SAID SECTION 15.10, A DISTANCE OF 303.07 FEET TO A POINT ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, THAT IS 438.80 FEET LEFT (WEST) OF STATION 11+08.7 OF SAID MEXICO CITY AVENUE CENTERLINE; THENCE SOUTH 12°07'34" EAST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, AS ESTABLISHED BY SECTION 15.10, A DISTANCE OF 15.03 FEET TO A POINT ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, THAT IS 432.20 FEET LEFT (WEST) OF STATION 11+22.3 OF SAID MEXICO CITY AVENUE CENTERLINE; THENCE SOUTH 74°35'36" WEST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, AS ESTABLISHED BY SECTION 15.10, A DISTANCE OF 377.78 FEET TO A POINT ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, THAT IS 764.46 (PLAN=764.4) FEET LEFT (WEST) OF STATION 13+02.46 (PLAN=13+02.47) OF SAID MEXICO CITY AVENUE CENTERLINE, SAID POINT ALSO BEING 697.00 FEET LEFT (NORTHERLY) OF STATION 601+39.4 OF THE INTERSTATE HIGHWAY 29 CENTERLINE; THENCE SOUTH 85°25'25" WEST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, A DISTANCE OF 329.11 FEET; THENCE CONTINUING SOUTH 85°25'25" WEST ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, A DISTANCE OF 57.75 FEET TO A POINT ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, THAT IS 455.10 FEET LEFT (NORTHERLY) OF STATION 598+37.5 OF SAID INTERSTATE HIGHWAY NO. 29 CENTERLINE; THENCE SOUTH 01°26'46" EAST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, A DISTANCE OF 129.95 FEET TO A POINT ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, THAT IS 349.40 FEET LEFT (NORTHERLY) OF STATION 599+13.10 OF SAID INTERSTATE HIGHWAY NO. 29 CENTERLINE; THENCE SOUTH 86°37'56" WEST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, A DISTANCE OF 190.57 FEET TO A POINT ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, THAT IS 233+40 FEET LEFT (NORTHERLY) OF STATION 597+61.9 OF SAID INTERSTATE HIGHWAY NO. 29 CENTERLINE; THENCE NORTH 71°17'55" WEST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, A DISTANCE OF 393.99 FEET TO A POINT ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, THAT IS 128.60 FEET LEFT (NORTHERLY) OF STATION 593+82.1 OF SAID INTERSTATE HIGHWAY NO. 29 CENTERLINE; THENCE NORTH 42°20'05" WEST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, A DISTANCE OF 247.26 FEET TO A POINT ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE THAT IS 185.20 LEFT (NORTHERLY) OF STATION 591+40.3 OF INTERSTATE HIGHWAY NO. 29 CENTERLINE; THENCE NORTH 68°56'32" WEST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, A DISTANCE OF 371.27 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE THAT IS 98.5 FEET LEFT (NORTHERLY) OF STATION 587+79.3; THENCE NORTH 54°58'22" WEST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, A DISTANCE OF 1,781.37 FEET ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE THAT IS 115 FEET LEFT (NORTHERLY) OF STATION 570+00.00; THENCE NORTH 57°38'50" WEST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, A DISTANCE OF 750.16 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29 THAT IS 99.3 FEET LEFT (NORTHERLY) OF STATION 562+50; THENCE NORTH 52°51'17" WEST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, A DISTANCE OF 250.49 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE THAT IS 115 FEET LEFT (NORTHERLY) OF STATION 560+00; THENCE NORTH 60°59'37" WEST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, A DISTANCE OF 200.63 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE THAT 99.10 FEET LEFT (NORTHERLY) OF STATION 558+00; THENCE NORTH 54°58'03" WEST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 29, A DISTANCE OF 328.78 FEET; THENCE LEAVING SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE, NORTH 29°45'33" EAST, 55.33 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT, BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 30°33'06" AND AN ARC DISTANCE OF 287.94 FEET; THENCE NORTH 00°47'32" WEST, 69.56 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC DISTANCE OF 23.56 FEET; THENCE NORTH 89°12'28" EAST, 1,751.72 FEET; THENCE SOUTH 54°44'47" EAST, 196.04 FEET; THENCE SOUTH 77°14'09" EAST, 155.29 FEET; THENCE NORTH 36°46'07" EAST, 119.94 FEET; THENCE SOUTH 87°08'48" EAST, 169.74 FEET; THENCE SOUTH 18°11'33" EAST, 168.25 FEET; THENCE SOUTH 84°24'29" EAST, 285.55 FEET; THENCE NORTH 71°25'28" EAST, 269.96 FEET; THENCE SOUTH 62°35'14" EAST, 291.18 FEET; THENCE SOUTH 66°21'26" EAST, 622.48 FEET; THENCE NORTH 23°38'34" EAST, 193.24 FEET; THENCE NORTH 84°22'19" EAST, 117.07; THENCE SOUTH 05°37'41" EAST, 112.23 FEET; THENCE NORTH 82°54'32" EAST, 202.67 FEET; THENCE NORTH 44°29'13" EAST, 266.88 FEET; THENCE NORTH 78°51'48" EAST, 383.56 FEET; THENCE SOUTH 18°01'59" EAST, 152.37 FEET; THENCE SOUTH 13°18'12" WEST, 170.90 FEET; THENCE SOUTH 35°23'22" EAST, 235.08 FEET; THENCE SOUTH 70°09'21" EAST, 137.57 FEET; THENCE SOUTH 14°23'26" EAST, 289.46 FEET; THENCE SOUTH 43°08'30" EAST, 169.84 FEET; THENCE NORTH 75°53'31" EAST, 65.19 FEET; THENCE SOUTH 60°42'18" EAST, 164.79 FEET; THENCE SOUTH 04°26'43" EAST, 166.70 FEET; THENCE SOUTH 51°08'12" EAST, 444.61 FEET; THENCE SOUTH 36°21'37" EAST, 390.77 FEET; THENCE NORTH 87°15'13" EAST, 179.10 FEET; THENCE SOUTH 02°06'52" WEST, 201.89 FEET; THENCE SOUTH 61°27'24" EAST, 192.72 FEET; THENCE SOUTH 30°15'58" EAST, 218.16 FEET; THENCE EASTERLY ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 82°35'05" EAST WITH A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 00°34'42" AND AN ARC DISTANCE OF 6.66 FEET TO A POINT ON SAID EAST LINE OF SAID NORTHEAST QUARTER; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 00°28'01" WEST, ON SAID EAST LINE, 11.33 FEET TO THE POINT OF BEGINNING, CONTAINING 9,259,297 SQUARE FEET OR 212.56 ACRES, MORE OR LESS, ALL LYING ABOVE THE WINTERSET LEDGE OF LIMESTONE ROCK. IN AREAS WHERE THE WINTERSET LEDGE IS ABSENT, ALL LYING ABOVE THE BETHANY FALLS LEDGE OF LIMESTONE ROCK. IN AREAS WHERE THE BETHANY FALLS LEDGE IS ABSENT, ALL LYING ABOVE THE ELEVATION 720 (NAV88).

EXCEPT THAT PART IN STREET AND ROADS CONTAINING 554,073 SQUARE FEET OR 12.72 ACRES, MORE OR LESS.

CONTAINING A TOTAL OF 8,705,224 SQUARE FEET OR 199.84 ACRES, MORE OR LESS.

51
10

Recorded in Platte County, Missouri



Recording Date/Time: 10/31/2024 at 01:08:51 PM
Book: 1411 Page: 927

Instr #: 2024011077
Pages: 10
Fee: \$51.00 S 20240010433

COFFELT LAND TITLE INC



Christopher L. Wright
Recorder of Deeds

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Third Supplement to Declaration of Covenants, Conditions and Restrictions Affecting Property Within KCI 29 Logistics Park
Document Date: August 29, 2024
Grantor Name: MC Winan Road LLC
Grantee Name: MC Winan Road LLC
Statutory Address: 1881 Main Street, Suite 200, Kansas City, MO 64108
Legal Description: See Exhibit A attached
Reference Book and Page: Instrument No. 2023012477, Book 1400 at Page 632

**THIRD SUPPLEMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AFFECTING PROPERTY WITHIN KCI 29 LOGISTICS PARK**

THIS THIRD SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING PROPERTY WITHIN KCI 29 LOGISTICS PARK (this "Supplemental Declaration") is made and executed as of August 29, 2024, by **MC WINAN ROAD LLC**, a Missouri limited liability company (the "Developer"), with its principal place of business and mailing address at 1881 Main Street, Suite 200, Kansas City, MO 64108, with respect to the facts and objectives set forth below.

RECITALS:

A. The Developer previously executed that certain Declaration of Covenants, Conditions and Restrictions Affecting Property Within KCI 29 Logistics Park dated as of December 7, 2023 (the "Initial Declaration"), which was recorded on December 20, 2023, under Instrument No. 2023012477, in Book 1400, at Page 632, in the Office of the Recorder of Deeds for Platte County, Missouri (the "Recorder's Office"), pursuant to which the Developer subjected the tracts or parcels of land legally described therein, which was platted as KCI 29 LOGISTICS PARK FIRST PLAT and recorded on December 20, 2023, under Instrument No. 2023012474, in Book 23, at Page 78 thereto in the Recorder's Office (the "Property") to certain covenants, conditions and restrictions for the purpose of protecting the value and desirability of the Property as an integrated business park for office, commercial and light or other industrial purposes and possessing features of more than ordinary value.

B. Developer, KCI 29 BFB Logistics I LLC, a Missouri limited liability company ("KCI 29") and Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo ("Port Authority") previously executed that certain First Supplement to Declaration of Covenants, Conditions and Restrictions Affecting Property Within KCI 29

Logistics Park, dated Aug 29 2024 (the "First Supplement"), which was recorded on Oct. 31, 2024, under Instrument No. 2024011075, in Book 1411 at Page 925, in the Recorder's Office, pursuant to which KCI 29 and Port Authority consented to subjecting that portion of the Property owned by Port Authority and leased by Port Authority to KCI 29 to the Declaration.

C. Developer, KCI 29, Port Authority and UMB Bank, n.a., a national banking association ("Beneficiary"), previously executed that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions Affecting Property Within KCI 29 Logistics Park, dated Aug 28, 2024 (the "Second Supplement" and together with the Initial Declaration and the First Supplement, the "Declaration"), which was recorded on Oct. 31, 2024, under Instrument No. 2024011076, in Book 1411 at Page 926, in the Recorder's Office, pursuant to which Beneficiary, consented to the Declaration and its Restrictions.

D. Pursuant to Section 17.01 of the Declaration, the Developer has the absolute unilateral right to render other lands also subject and subservient to the Declaration and its Restrictions (as therein defined) and to add to, delete from or modify the Restrictions as they pertain to such added land, provided that (i) the Developer owns any part of the Property or any Common Properties, each as defined in the Declaration, then subject to the Declaration and (ii) the Developer is the owner in fee simple of the land to be added or, in lieu thereof, that all persons constituting those who have the entire fee simple ownership of the subject land have executed a statement joining in such supplement.

E. On or about _____, 2024, the Developer, who is the only party with any fee interest in the below described land, executed that certain subdivision plat entitled "**KCI 29 Logistics Park Second Plat**" (the "Second Plat"), covering the real property formerly legally described as shown therein and as described on **Exhibit A** attached hereto and included herein, and platting the same into the Lots, Tracts and any other areas shown and marked thereon and as described on **Exhibit B** attached hereto and included herein (collectively, "First Expansion Property"), which Second Plat was approved on _____, 2024, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on Oct. 31, 2024, under Instrument No. 2024011073, in Book 23 at Page 142, in the Recorder's Office.

F. The Developer presently owns part of the Property or Common Properties and owns the Lots, Tracts and any other areas shown on the Second Plat constituting the First Expansion Property, and the Developer desires to exercise its right to subject the same to the covenants, conditions and restrictions contained within the Declaration, as amended or modified for the same as set forth below.

NOW, THEREFORE, in consideration of the premises, the Developer states and declares as follows:

1. **Developer's Exercise of Right to Expand.** The Developer hereby exercises its unilateral right to expand, add and render additional land subject and subservient to the Declaration and its Restrictions to include the First Expansion Property, legally described on **Exhibits A and B** attached hereto and included herein. The Developer declares and states that it is the owner in fee simple title of the First Expansion Property.

2. **Expansion Effective Upon recording.** The expansion and addition of the First Expansion Property to the lands covered by the Declaration shall be effective immediately upon filing this Supplemental Declaration of record in the Recorder's Office. The First Expansion Property shall be subject to all the terms, conditions and provisions of the Declaration, as amended or modified as set forth herein, immediately upon recordation of this Supplemental Declaration as aforesaid.

3. **Ratification of Declaration.** As previously supplemented and as amended, modified and supplemented by this Supplemental Declaration, the Developer hereby ratifies, affirms and confirms all covenants, conditions, restrictions and other provisions contained in the Declaration, which covenants, conditions, restrictions and other provisions shall run with the land and be binding upon the Developer, its successors, assigns and transferees and all other persons or entities having, at any time, any right, title or interest in all, or any part of, the Property (as defined in the original Declaration), and the First Expansion Property (all as defined herein).

[Signature Pages Follows]

IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be executed by its duly authorized officer as of the day and year first above written.

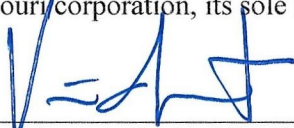
DEVELOPER:

MC WINAN ROAD LLC

a Missouri limited liability company

By: Blankenbaker Logistics LLC,
a Kentucky limited liability company, its sole member

By: Hunt Midwest Real Estate Development, Inc.
a Missouri corporation, its sole member

By: 
Vincent T. Johnston, Senior Vice President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) s.s.
COUNTY OF JACKSON)

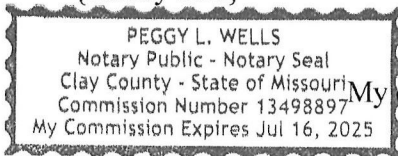
On this 29th day of August, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Vincent T. Johnston, to me personally known, Senior Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, which is the sole member of Blankenbaker Logistics LLC, a Kentucky limited liability company, which is the sole member of **MC WINAN ROAD LLC**, a Missouri limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said limited liability company.

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


Signature of Notary Public

Peggy L. Wells
Typed or Printed Name of Notary Public

{Notary Seal}



My commission expires: July 16, 2025

Exhibit A
To
Third Supplement to Declaration of Covenants, Conditions and Restrictions
Affecting Property within KCI 29 Logistics Park

Legal Description of First Expansion Property Prior to Platting

First Expansion Property:

All of Lot 3 and Tract A, of KCI 29 LOGISTICS PARK FIRST PLAT, a subdivision of land in the Northeast Quarter of the Northwest Quarter, Northeast and Southeast Quarter of Section 9, and Northwest Quarter and Southwest Quarter of Section 10, all in Township 52 North, Range 34 West of the 5th Principal Meridian in Kansas City, Platte County Missouri recorded December 20, 2023 as Instrument Number 2023012474 in Book 23 at Page 78 in the Office of Recorder of Deeds, Platte County, Missouri and un-platted tract of land in said Northwest Quarter, said Northeast Quarter and Southeast Quarter of said Section 10, and Southwest Quarter of Section 3, all in said Township 52 North and said Range 34 West of said 5th Principal Meridian in said Kansas City being bounded and described by or under the direct supervision of Jason S Roudebush, P.L.S. 2002014092 as follows: Commencing at the Northwest corner of said Northeast Quarter of said Section 10, also being the Northeast corner of said Northwest Quarter of Section 10, also being the Southwest corner of said Southeast Quarter of said Section 3, and also being the Southeast corner of said Southwest Quarter of said Section 3; thence South 00°28'01" West, on the East line of said Northwest Quarter of said Section 10, also being the West line of said Northeast Quarter of said Section 10, a distance of 2,636.70 feet to a point on the Existing Northerly right-of-way line of NW 132nd Street, as established by General Warranty Deed recorded May 18, 2023 as Instrument Number 2023004683 in Book 1392 at Page 898 in said Office of Recorder of Deeds, Platte County, Missouri, also being the Point of Beginning of the tract of land to be herein described: thence Westerly, on said Existing Northerly right-of-way line, on a curve to the right having an initial tangent bearing of North 83°09'47" West with a radius of 660.00 feet, a central angle of 00°34'42" and an arc distance of 6.66 feet to the Eastern most corner of Tract B, of said KCI 29 LOGISTICS PARK FIRST PLAT; thence along a line non-tangent to said curve, North 30°15'58" West, on the Northeasterly line of said Tract B, 218.16 feet; thence North 61°27'24" West, on said Northeasterly line, 192.72 feet; thence North 02°06'52" East, on said Northeasterly line, 201.89 feet; thence South 87°15'13" West, on said Northeasterly line, 179.10 feet; thence North 36°21'37" West, on said Northeasterly line, 390.77 feet; thence North 51°08'12" West, on said Northeasterly line, 444.61 feet; thence North 04°26'43" West, on said Northeasterly line, 166.70 feet to the Northeast corner of said Tract B also being the Northeast corner of N. Mexico City Avenue right-of-way line, established by said General Warranty Deed; thence North 60°42'18" West, on the Existing Northerly right-of-way line of said N. Mexico City Avenue, 164.79 feet to the Northwest corner of N. Mexico Avenue right-of-way line, established by said General Warranty Deed, also being the Northeast corner of said Tract A; thence Southwesterly, on the Existing Westerly right-of-way line of said N. Mexico City Avenue, established by said General Warranty, also being the Easterly line of said Tract A and Easterly line of said Lot 3, on a curve to the left having an initial tangent bearing of South 40°41'02" West with a radius of 886.00 feet, a central angle of 23°16'15" and an arc distance of 359.85 feet; thence South 17°24'47" West, on said Existing Westerly right-of-way line, and said Easterly line of said Lot 3, a distance of 7.48 feet; thence Southerly, on said Existing Westerly right-of-way line and said Easterly line, on a curve to the left being tangent to the last described course with a radius of 886.00 feet, a central angle of 01°19'25" and an arc distance of 20.47 feet; thence Southwesterly on said Existing Westerly right-of-way line and said Easterly line, on a curve to the right having a common tangent with the last described course with a radius of 65.00 feet, a central angle of 86°59'09" and an arc distance of 98.68 feet to a point on the Existing Northeasterly right-of-way line of NW. Roanridge Road established by said General Warranty Deed; thence North 76°55'30" West, on said Existing Northeasterly right-of-way line, also being the Southerly line of said Lot 3, a distance 23.29 feet; thence Westerly, on said Existing Northeasterly right-of-way line and said Southerly line, on a curve to the left being tangent to the last described course with a radius of 773.00 feet, a central angle of 40°09'07"

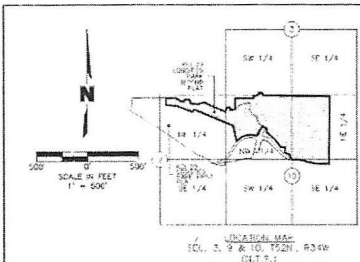
and an arc distance of 541.71 feet; thence Southwesterly, on said Existing Northeasterly right-of-way line and said Southerly line, on a curve to the left having a common tangent with the last described course with a radius of 545.00 feet, a central angle of $18^{\circ}40'18''$ and an arc distance of 177.61 feet; thence South $44^{\circ}15'05''$ West, on said Existing Northeasterly right-of-way line and said Southerly line, 72.99 feet; thence Southwesterly, on said Existing Northeasterly right-of-way line and said Southerly line, on a curve to the left being tangent to the last described course with a radius of 761.00 feet, a central angle of $01^{\circ}24'09''$ and an arc distance of 18.63 feet to the Southern most point of said Lot 3, also being the Eastern most point of Lot 2, of said KCI 29 LOGISTICS PARK FIRST PLAT; thence leaving said Existing Northeasterly right-of-way, North $13^{\circ}09'59''$ West, on the Westerly line of said Lot 3, also being the Easterly line of said Lot 2, a distance of 638.30 feet to the Northeast corner of said Lot 2, also being a point on the Southerly line of said Tract A; thence North $67^{\circ}55'00''$ West, on said Southerly line, also being the Northerly line of said Lot 2, a distance of 1,665.49 feet; thence South $75^{\circ}48'40''$ West, on said Southerly line and said Northerly line, 43.88 feet; thence South $29^{\circ}58'16''$ West, on said Southerly line and said Northerly line, 91.90 feet; thence North $68^{\circ}05'50''$ West, on said Southerly line and said Northerly line, 686.69 feet; thence North $87^{\circ}24'53''$ West, on said Southerly line and said Northerly line, 429.45 feet to the Southwest corner of said Tract A; thence North $00^{\circ}47'32''$ West, on said Northerly line, also being the West line of said Tract A, 293.22 feet to the Northwest corner of said Tract A; thence leaving said Northerly line, North $89^{\circ}12'28''$ East, on the Northerly line of said Tract A, 393.32 feet; thence South $54^{\circ}44'47''$ East, on said Northerly line, 196.04 feet; thence South $77^{\circ}14'09''$ East, on said Northerly line, 155.29 feet; thence North $36^{\circ}46'07''$ East, on said Northerly line, 119.94 feet; thence South $87^{\circ}08'48''$ East, on said Northerly line, 169.74 feet; thence South $18^{\circ}11'33''$ East, on said Northerly line, 168.25 feet; thence South $84^{\circ}24'29''$ East, on said Northerly line, 285.55 feet; thence North $71^{\circ}25'28''$ East, on said Northerly line, 269.96 feet; thence South $62^{\circ}35'14''$ East on said Northerly line, 291.18 feet; thence South $66^{\circ}21'26''$ East, on said Northerly line, 622.48 feet; thence North $23^{\circ}38'34''$ East, on said Northerly line, 193.24 feet; thence North $84^{\circ}22'19''$ East, on said Northerly line, 117.07 feet; thence South $05^{\circ}37'41''$ East, on said Northerly line, 112.23 feet; thence North $82^{\circ}54'32''$ East, on said Northerly line, 202.67 feet; thence leaving said Northerly line, North $00^{\circ}47'32''$ West, 457.24 feet; thence North $89^{\circ}12'28''$ East, 744.31 feet; thence North $00^{\circ}47'32''$ West, 105.00 feet; thence North $89^{\circ}12'28''$ East, 18.84 feet; thence North $83^{\circ}29'49''$ East, 92.02 feet; thence Northeasterly, on a curve to the left being tangent to the last described course with a radius of 70.00 feet, a central angle of $82^{\circ}59'59''$ and an arc distance of 101.40 feet; thence North $00^{\circ}29'51''$ West, 36.98 feet; thence South $89^{\circ}30'09''$ East, 144.00 feet; thence South $00^{\circ}29'51''$ East, 32.51 feet; thence Southeasterly, on a curve to the left being tangent to the last described course with a radius of 65.00 feet, a central angle of $91^{\circ}17'23''$ and arc distance of 103.56 feet; thence North $89^{\circ}12'28''$ East, 452.49 feet; thence South $87^{\circ}59'18''$ East, 367.94 feet; thence North $89^{\circ}12'28''$ East, 363.00 feet; thence North $89^{\circ}49'32''$ East, 1,463.34 feet; thence South $00^{\circ}10'28''$ East, 2,746.35 feet to point on the Existing Northerly right-of-way line of NW. 132nd Street, established by General Warranty Deed recorded November 18, 1987 as Instrument Number 049132 in Book 711 at Page 502 in said office of Recorder of Deeds, Platte County, Missouri; thence South $89^{\circ}46'03''$ West, on said Existing Northerly right-of-way line, 480.83 feet; thence Westerly, on said Existing Northerly right-of-way line, on a curve to the right being tangent to the last described course with a radius of 1,033.52 feet, a central angle of $15^{\circ}54'31''$ and an arc distance of 286.96 feet; thence North $74^{\circ}19'26''$ West, on said Existing Northerly right-of-way line, 286.67 feet; thence Westerly, on said Existing Northerly right-of-way line, on a curve to the left being tangent to the last described course with a radius of 1,092.38 feet, a central angle of $15^{\circ}54'31''$ and an arc distance of 303.31 feet to a point on the South line of said Northeast Quarter of said Section 10, also being the North line of said Southeast Quarter of said Section 10; thence South $89^{\circ}46'03''$ West, on said Existing Northerly right-of-way line, said South line and said North line, 153.89 feet to the center of said Section 10, also being a point on the Existing Easterly right-of-way line of NW. 132nd Street established by said General Warranty Deed, Instrument Number 2023004683 in Book 1392 at Page 898; thence leaving said existing Northerly right-of-way line established by said General Warranty Deed Instrument Number 049132 in Book 711 at Page 502, North $00^{\circ}28'01''$ East, on said Existing Easterly right-of-way line, also being the West line of said Northeast Quarter of said Section 10, also being the East line of said Northwest Quarter of Section 10, a distance of 11.33 feet to the Point

of Beginning. All lying above the Winterset Ledge of Limestone Rock. In areas where the Winterset Ledge is absent, all lying above the Bethany Falls Ledge of Limestone Rock. In areas where the Bethany Falls Ledge is absent, all lying above the Elevation 720 (NAVD88). Containing 9,109,262 square feet or 209.12 acres, more or less.

Exhibit B

FINAL PLAT OF
KCI 29 LOGISTICS PARK SECOND PLAT
SW 1/4, SEC 3, T22N, R33W
NE 1/4, SEC 8, T22N, R33W
SE 1/4, NE 1/4 & NW 1/4, SEC 10, T22N, R33W
KANSAS CITY, PLATTE COUNTY, MISSOURI

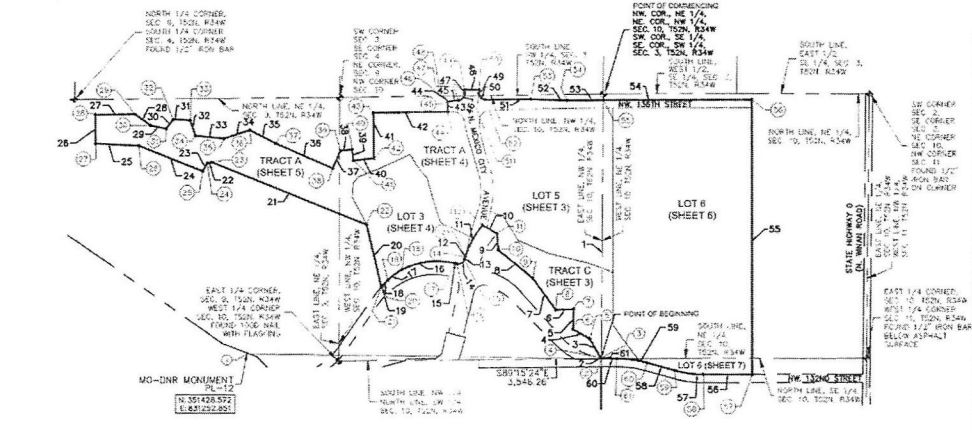
PLAT NUMBER	RESERVED PAIN COUNTY RECORDS STAMP
BOOK & PAGE NUMBER	
RECORDING DATE	
PLAT TITLE	
PLAT NUMBER	
PLAT	



PROPERTY DESCRIPTION:
ALL OF LOT 3 AND TRACT A, OF KCI 29 LOGISTICS PARK FIRST PLAT, A SUBDIVISION OF LAND IN THE NORTH-EAST QUARTER OF THE NORTH-WEST QUARTER, NORTH-EAST AND SOUTH-EAST QUARTER OF SECTION 9, AND NORTH-EAST QUARTER AND SOUTH-WEST QUARTER OF SECTION 10, ALL IN TOWNSHIP 22 NORTH, RANGE 24 WEST OF THE 5TH PRINCIPAL MERIDIAN IN KANSAS CITY, PLATTE COUNTY, MISSOURI RECORDED DECEMBER 20, 2022 AS INSTRUMENT NUMBER 2022030474 IN BOOK 23 AT PAGE 78 IN THE OFFICE OF RECORDER OF DEEDS, PLATTE COUNTY, MISSOURI AND UN-PLATTED TRACT OF LAND IN SAID NORTH-EAST QUARTER, SAID NORTH-EAST QUARTER AND SOUTH-EAST QUARTER OF SAID SECTION 10, AND SOUTH-WEST QUARTER OF SECTION 9, ALL IN SAID TOWNSHIP 22 NORTH AND RANGE 24 WEST OF SAID 5TH PRINCIPAL MERIDIAN IN SAID KANSAS CITY BEING BOUNDARY AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. HUBBARD, P.L.C. 2020014092 AS FOLLOWS: COMMENCING AT THE NORTH-EAST CORNER OF SAID NORTH-EAST QUARTER OF SAID SECTION 10, ALSO BEING THE NORTH-EAST CORNER OF SAID SOUTH-EAST QUARTER OF SAID SECTION 10, ALSO BEING THE SOUTH-WEST CORNER OF SAID SOUTH-EAST QUARTER OF SAID SECTION 10, ALSO BEING THE SOUTH-EAST CORNER OF SAID SOUTH-EAST QUARTER OF SAID SECTION 10, THENCE SOUTH 070°00'00" WEST, ON THE EAST LINE OF SAID NORTH-EAST QUARTER OF SAID SECTION 10, ALSO BEING THE WEST LINE OF SAID NORTH-EAST QUARTER OF SAID SECTION 10, A DISTANCE OF 208.70 FEET TO A POINT ON THE EXISTING NORTH-EAST RIGHT-OF-WAY LINE OF NW 12ND STREET, AS ESTABLISHED BY GENERAL WARRANTY DEED RECORDED MAY 18, 2022 AS INSTRUMENT NUMBER 2022004083 IN BOOK 192 AT PAGE 89 IN SAID OFFICE OF RECORDER OF DEEDS, PLATTE COUNTY, MISSOURI, ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE WESTERLY, ON SAID EXISTING NORTH-EAST RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 83°47'47" WEST WITH A RADIUS OF 562.00 FEET, A CENTRAL ANGLE OF 0°04'42" AND AN ARC DISTANCE OF 6.66 FEET TO THE EASTERN MOST CORNER OF TRACT B, OF SAID KCI 29 LOGISTICS PARK FIRST PLAT; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 301°50'58" WEST, ON THE NORTHEASTERLY LINE OF SAID TRACT B, 28.16 FEET; THENCE NORTH 81°27'24" WEST, ON SAID NORTHEASTERLY LINE, 192.72 FEET; THENCE NORTH 02°25'22" EAST, ON SAID NORTHEASTERLY LINE, 20.19 FEET; THENCE SOUTH 87°15'13" WEST, ON SAID NORTHEASTERLY LINE, 17.10 FEET; THENCE NORTH 302°12'37" WEST, ON SAID NORTHEASTERLY LINE, 39.77 FEET; THENCE NORTH 31°28'12" WEST, ON SAID NORTHEASTERLY LINE, 44.44 FEET; THENCE NORTH 04°25'42" WEST, ON SAID NORTHEASTERLY LINE, 166.70 FEET TO THE NORTH-EAST CORNER OF SAID TRACT B, ALSO BEING THE NORTH-EAST CORNER OF N. MEXICO CITY AVENUE RIGHT-OF-WAY LINE, ESTABLISHED BY SAID GENERAL WARRANTY DEED; THENCE NORTH 80°07'57" WEST, ON THE EXISTING NORTH-EAST RIGHT-OF-WAY LINE OF SAID N. MEXICO CITY AVENUE, 164.73 FEET TO THE NORTH-EAST CORNER OF N. MEXICO CITY AVENUE RIGHT-OF-WAY LINE, ESTABLISHED BY SAID GENERAL WARRANTY DEED, ALSO BEING THE NORTH-EAST CORNER OF SAID TRACT A; THENCE SOUTHWESTERLY, ON THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF SAID N. MEXICO CITY AVENUE, ESTABLISHED BY SAID GENERAL WARRANTY DEED, TO THE WESTERLY CORNER OF SAID TRACT A AND EASTERN LINE OF SAID LOT 3, ON A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 40°47'00" WEST WITH A RADIUS OF 856.00 FEET, A CENTRAL ANGLE OF 23°18'17" AND AN ARC DISTANCE OF 358.89 FEET; THENCE SOUTH 17°24'41" WEST, ON SAID EXISTING WESTERLY RIGHT-OF-WAY LINE, AND SAID EASTERN LINE OF SAID LOT 3, A DISTANCE OF 7.48 FEET; THENCE SOUTHWESTERLY, ON SAID EXISTING WESTERLY RIGHT-OF-WAY LINE, AND SAID EASTERN LINE, ON A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 856.00 FEET, A CENTRAL ANGLE OF 01°29'21" AND AN ARC DISTANCE OF 20.47 FEET; THENCE SOUTHWESTERLY, ON SAID EXISTING WESTERLY RIGHT-OF-WAY LINE, AND SAID EASTERN LINE, ON A CURVE TO THE RIGHT HAVING A COMMON TANGENT WITH THE LAST DESCRIBED COURSE WITH A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°09'09" AND AN ARC DISTANCE OF 38.68 FEET TO A POINT ON THE EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID GENERAL WARRANTY DEED; THENCE NORTH 70°55'07" WEST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE, 192.72 FEET; THENCE SOUTH 14°15'00" WEST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE AND SAID SOUTHERLY LINE, ON A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 773.00 FEET, A CENTRAL ANGLE OF 40°20'07" AND AN ARC DISTANCE OF 647.71 FEET; THENCE SOUTHWESTERLY, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE AND SAID SOUTHERLY LINE, ON A CURVE TO THE LEFT HAVING A COMMON TANGENT WITH THE LAST DESCRIBED COURSE WITH A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 18°47'01" AND AN ARC DISTANCE OF 177.61 FEET; THENCE SOUTH 44°15'00" WEST, ON SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE AND SAID SOUTHERLY LINE, ON A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 714.00 FEET, A CENTRAL ANGLE OF 07°24'09" AND AN ARC DISTANCE OF 18.63 FEET TO THE SOUTHERN MOST POINT OF SAID LOT 3, A SO BEING THE EASTERN MOST POINT OF LOT 2, OF SAID KCI 29 LOGISTICS PARK FIRST PLAT; THENCE LEAVING SAID EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE, NORTH 13°05'59" WEST, ON THE WESTERLY LINE OF SAID LOT 3, ALSO BEING THE EASTERN LINE OF SAID LOT 2, A DISTANCE OF 658.50 FEET TO THE NORTH-EAST CORNER OF SAID LOT 2, ALSO BEING A POINT ON THE SOUTHERLY LINE OF SAID TRACT A; THENCE NORTH 87°55'07" WEST, ON SAID SOUTHERLY LINE, ALSO BEING THE WESTERN LINE OF SAID LOT 2, A DISTANCE OF 1,065.43 FEET; THENCE SOUTH 17°04'40" WEST, ON SAID SOUTHERLY LINE AND SAID NORTHERLY LINE, 42.44 FEET; THENCE SOUTH 29°26'47" WEST, ON SAID SOUTHERLY LINE AND SAID NORTHERLY LINE, 81.90 FEET; THENCE NORTH 88°25'52" WEST, ON SAID SOUTHERLY LINE AND SAID NORTHERLY LINE, 658.66 FEET; THENCE NORTH 87°24'53" WEST, ON SAID SOUTHERLY LINE AND SAID NORTHERLY LINE, 429.45 FEET TO THE SOUTH-EAST CORNER OF SAID TRACT A; THENCE NORTH 00°47'32" WEST, ON SAID NORTHERLY LINE, ALSO BEING THE WEST LINE OF SAID TRACT A, 293.22 FEET TO THE NORTH-EAST CORNER OF SAID TRACT A; THENCE LEAVING SAID NORTHERLY LINE, NORTH 89°12'25" EAST, ON SAID NORTHERLY LINE, 28.12 FEET; THENCE SOUTH 04°44'47" EAST, ON SAID NORTHERLY LINE, 126.24 FEET; THENCE SOUTH 77°41'09" EAST, ON SAID NORTHERLY LINE, 155.29 FEET; THENCE NORTH 00°48'07" EAST, ON SAID NORTHERLY LINE, 19.84 FEET; THENCE SOUTH 87°06'40" EAST, ON SAID NORTHERLY LINE, 166.74 FEET; THENCE SOUTH 89°11'51" EAST, ON SAID NORTHERLY LINE, 168.26 FEET; THENCE SOUTH 84°24'24" EAST, ON SAID NORTHERLY LINE, 285.55 FEET; THENCE NORTH 17°25'07" EAST, ON SAID NORTHERLY LINE, 117.99 FEET; THENCE SOUTH 05°37'41" EAST, ON SAID NORTHERLY LINE, 112.23 FEET; THENCE NORTH 82°54'32" EAST, ON SAID NORTHERLY LINE, 202.67 FEET; THENCE LEAVING SAID NORTHERLY LINE, NORTH 00°47'32" WEST, 457.24 FEET; THENCE NORTH 89°12'25" EAST, 74.31 FEET; THENCE NORTH 00°47'32" WEST, 165.05 FEET; THENCE NORTH 89°12'25" EAST, 18.84 FEET; THENCE NORTH 87°24'53" EAST, 92.20 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 72.00 FEET, A CENTRAL ANGLE OF 82°29'59" AND AN ARC DISTANCE OF 104.40 FEET; THENCE NORTH 00°29'51" WEST, 26.39 FEET; THENCE SOUTH 89°20'00" EAST, 14.60 FEET; THENCE SOUTH 87°25'51" EAST, 32.51 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 31°27'25" AND AN ARC DISTANCE OF 103.50 FEET; THENCE NORTH 89°22'24" EAST, 42.49 FEET; THENCE SOUTH 87°07'40" EAST, 28.54 FEET; THENCE NORTH 89°47'32" EAST, 1,462.34 FEET; THENCE SOUTH 10°59'49" EAST, 2,746.30 FEET TO POINT ON THE EXISTING NORTH-EAST RIGHT-OF-WAY LINE OF NW 12ND STREET, ESTABLISHED BY GENERAL WARRANTY DEED RECORDED NOVEMBER 18, 1981 AS INSTRUMENT NUMBER 049332 IN BOOK 711 AT PAGE 502 IN SAID OFFICE OF RECORDER OF DEEDS, PLATTE COUNTY, MISSOURI; THENCE SOUTH 89°47'32" WEST, ON SAID EXISTING NORTH-EAST RIGHT-OF-WAY LINE, 480.83 FEET; THENCE WESTERLY, ON SAID EXISTING NORTH-EAST RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1,033.52 FEET, A CENTRAL ANGLE OF 15°54'17" AND AN ARC DISTANCE OF 286.84 FEET; THENCE NORTH 74°18'29" WEST, ON SAID EXISTING NORTH-EAST RIGHT-OF-WAY LINE, 286.67 FEET; THENCE WESTERLY, ON SAID EXISTING NORTH-EAST RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1,002.79 FEET, A CENTRAL ANGLE OF 15°54'17" AND AN ARC DISTANCE OF 363.31 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTH-EAST QUARTER OF SAID SECTION 10, ALSO BEING THE NORTH LINE OF SAID SOUTH-EAST QUARTER OF SAID SECTION 10, THENCE SOUTH 89°47'32" WEST, ON SAID EXISTING NORTH-EAST RIGHT-OF-WAY LINE, 153.89 FEET TO THE CENTER OF SAID SECTION 10, ALSO BEING A POINT ON THE EXISTING EASTERN RIGHT-OF-WAY LINE OF NW 12ND STREET ESTABLISHED BY SAID GENERAL WARRANTY DEED, INSTRUMENT NUMBER 2022004083 IN BOOK 192 AT PAGE 89B; THENCE LEAVING SAID EXISTING NORTH-EAST RIGHT-OF-WAY LINE, ESTABLISHED BY SAID GENERAL WARRANTY DEED INSTRUMENT NUMBER 049122 IN BOOK 711 AT PAGE 502, NORTH 02°28'01" EAST, ON SAID EXISTING EASTERN RIGHT-OF-WAY LINE, ALSO BEING THE WEST LINE OF SAID NORTH-EAST QUARTER OF SAID SECTION 10, A DISTANCE OF 113.52 FEET TO THE POINT OF BEGINNING, ALL LYING ABOVE THE WESTERLY EDGE OF LIMESTONE ROAD, IN AREAS WHERE THE WESTERLY RIGHT-OF-WAY LINE, ALL LYING ABOVE THE BETWEEN FALLS EDGE OF LIMESTONE ROAD IN AREAS WHERE THE WESTERLY FALLS EDGE IS ABOVE, ALL LYING ABOVE THE BETWEEN FALLS EDGE IS ABOVE, ALL LYING ABOVE THE BETWEEN FALLS EDGE IS ABOVE, CONTAINING 9,126,289 SQUARE FEET OR 206,126 ACRES, MORE OR LESS.

BOUNDARY LINE ID	BEARING	DISTANCE
1	S00°29'07"W	28.16
2	N02°05'58"E	192.72
3	N02°05'58"E	20.19
4	N01°27'24"W	166.70
5	N02°25'42"W	39.77
6	S07°15'13"W	17.10
7	M82°21'37"E	293.22
8	N02°07'57"W	44.44
9	N04°25'42"W	164.73
10	M62°47'41"W	164.73
11	S01°28'12"W	44.44
12	N07°24'41"W	7.48
13	N01°29'21"W	20.47
14	N01°29'21"W	38.68
15	N07°24'41"W	192.72
16	N01°29'21"W	192.72
17	N01°29'21"W	192.72
18	N01°29'21"W	192.72
19	N01°29'21"W	192.72
20	N01°29'21"W	192.72
21	N01°29'21"W	192.72
22	N01°29'21"W	192.72
23	N01°29'21"W	192.72
24	N01°29'21"W	192.72
25	N01°29'21"W	192.72
26	N01°29'21"W	192.72
27	N01°29'21"W	192.72
28	N01°29'21"W	192.72
29	N01°29'21"W	192.72
30	N01°29'21"W	192.72
31	N01°29'21"W	192.72
32	N01°29'21"W	192.72
33	N01°29'21"W	192.72
34	N01°29'21"W	192.72
35	N01°29'21"W	192.72
36	N01°29'21"W	192.72
37	N01°29'21"W	192.72
38	N01°29'21"W	192.72
39	N01°29'21"W	192.72
40	N01°29'21"W	192.72
41	N01°29'21"W	192.72
42	N01°29'21"W	192.72
43	N01°29'21"W	192.72
44	N01°29'21"W	192.72
45	N01°29'21"W	192.72
46	N01°29'21"W	192.72
47	N01°29'21"W	192.72
48	N01°29'21"W	192.72
49	N01°29'21"W	192.72
50	N01°29'21"W	192.72
51	N01°29'21"W	192.72

BOUNDARY LINE ID	BEARING	DISTANCE	DELTA	LENGTH
2	N02°05'58"E	66.00	00°34'42"	6.66
11	S42°41'07"W	866.00	22°16'16"	368.89
13	N01°29'21"W	866.00	00°17'25"	20.47
14	N01°29'21"W	85.00	88°29'59"	88.56
15	N01°29'21"W	223.00	40°58'51"	84.75
16	N01°29'21"W	345.00	18°16'41"	177.61
19	N01°29'21"W	761.00	01°24'07"	18.83
20	N01°29'21"W	145.00	87°25'51"	14.60
21	N01°29'21"W	65.00	01°17'25"	103.54
27	N01°29'21"W	1,033.52	15°54'17"	286.84
28	N01°29'21"W	1,002.79	15°54'17"	363.31



DATE OF SURVEY: 05/22/2024
 SURVEYOR: JASON S. HUBBARD, P.L.C.
 PLAT NUMBER: 2024050001
 BOOK & PAGE: 2024050001
 COUNTY: PLATTE COUNTY, MISSOURI
 TOWNSHIP: T22N
 RANGE: R33W
 SECTION: SEC 3
 SHEET: 1 OF 7

CONSENT AND SUBORDINATION

The undersigned, UMB Bank, n.a., a national banking association (the “Beneficiary”), on behalf of itself and its legal representatives, successors, successors-in-title and assigns, hereby agrees as follows:

1. Beneficiary represents and warrants that Beneficiary is the owner and holder of the indebtedness secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated June 29, 2022, executed by MC Winan Road LLC, a Missouri limited liability company to Spentrust-Missouri, Inc., Trustee for the benefit of Beneficiary, recorded in the Office of the Recorder of Deeds for Platte County, Missouri (“Recorder’s Office”) on June 30, 2022, as Instrument No. 2022009233, in Book 1380, Page 748 (the Deed of Trust”), which encumbers property affected by the Supplemental Declaration.

2. Beneficiary represents and warrants that Beneficiary is the sole beneficiary under the Deed of Trust.

3. Beneficiary hereby consents to the Supplemental Declaration and agrees that the Deed of Trust shall be subject and subordinate to the Supplemental Declaration to the same extent the Deed of Trust would have been if the Supplemental Declaration had been recorded with the Recorder’s Office prior to the Deed of Trust.

4. Beneficiary acknowledges and agrees that Developer is relying on this Consent and Subordination in connection with the Supplemental Declaration.

5. This Consent and Subordination shall be binding upon the successors and assigns of Beneficiary, shall run with the land and shall inure to the benefit of Developer and its successors and assigns (including successors in title).

[Signature Page Follows]

Recorded in Platte County, Missouri



Recording Date/Time: 10/31/2024 at 01:08:51 PM

Book: 1411 Page: 928

Instr #: 2024011078
Pages: 2
Fee: \$27.00 S 20240010433



Christopher L. Wright
Recorder of Deeds

COFFELT LAND TITLE INC

DEED OF RELEASE
(PARTIAL – CORPORATION)

This Deed of Release Witnesseth, that SPENTRUST-MISSOURI, INC. (Trustee) and UMB, BANK, N.A., a national bank association, corporation organized and existing under the laws of the State of Missouri, 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, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Mc Winan Road, LLC, dated June 29, 2022 and recorded June 30, 2022 in the office of the Recorder of Deeds for Platte County, Missouri, as Instrument Number 2022009233, in Book 1380 at Page 748, for value received does hereby release from the lien and effect of said Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, the following part of the property therein described, to-wit:

The streets as shown on the plat of KCI 29 LOGISTICS PARK SECOND PLAT, a subdivision of land in Kansas City, Platte County, Missouri, according to the recorded plat thereof by the instrument recorded as Instrument Number 2024011073, Book 23, Page 142

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 4th day of June 2024.

(SEAL)

By: Charles Murphy
(Title)

In the State of Missouri, County of Jackson, on this 4th day of June, 2024, before, the undersigned, a Notary Public, in and to me personally know, who being by me duly sworn did say that he/she is SVP 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 he 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.

Melvetta Walter
Notary Public

My commission expires Feb. 8, 2025

