

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

01/25/2024 9:52 AM

NON-STANDARD FEE: EXEMPT FEE: \$24.00 3 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0004951

Book: Page:

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Exempt Document

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

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



Diana Smith
Recorder of Deeds

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

112 W. Lexington, Suite 30
Independence, MO 64050

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



File #: 230674

ORDINANCE NO. 230674

Approving the plat of Three Trails Commerce Center Second Plat, an addition in Jackson County, Missouri, on approximately 30 acres generally located at the southeast corner of East 87th Street and Elmwood Avenue, creating one lot and one tract for the purpose of industrial development; accepting various easements; establishing grades on public ways; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to record this ordinance and attached documents. (CLD-FnPlat-2023-00016)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

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

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

Section 3. That the 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 and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public property dedicated on the plat.

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

Section 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on July 18, 2023.

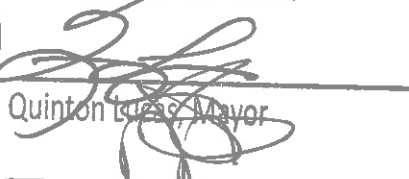
Approved as to form:



Eluard Alegre
Associate City Attorney



Authenticated as Passed



Quinton Lewis, Mayor

Marilyn Sanders, City Clerk

AUG 24 2023

Date Passed

This is to certify that General Taxes for 20~~22~~ and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

City Treasurer, Kansas City, MO

By


Dated, August 30, 2023

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

01/25/2024 9:52 AM

NON-STANDARD FEE: \$25.00 FEE: \$42.00 9 PGS



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Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Non-Standard Document

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



Diana Smith
Recorder of Deeds

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

112 W. Lexington, Suite 30
Independence, MO 64050

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**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF THREE TRAILS COMMERCE CENTER SECOND PLAT**

THIS COVENANT made and entered into this 25 day of January, 2024, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of The Port Authority of Kansas City, Missouri, a Missouri political subdivision, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the southeast corner of Elmwood Avenue and E 87th Street in Kansas City, of Jackson County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of Three Trails Commerce Center 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 Lot of 1 and Tract of A as shown on Exhibit "B" attached hereto.

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

WHEREAS, The Facilities, located on Tract A within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City 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 of Tract A.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract A.
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract A to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract A pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2016-056.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract A in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner 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 owner of Tract A, and/or the owners of Lot 1 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lot 1 or both served by the Facility on Tract A;
- c. Maintain suit against Owner, and/or the owner of Tract A and/or the owners of Lot 1 served by the Facility on Tract A for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract A and Lot 1 not less than thirty (30) days before it begins maintenance of The Facilities.

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

Sec. 4. 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:
The Port Authority of Kansas City, Missouri
A political subdivision of the State of Missouri
110 Berkley Plaza
Kansas City, MO 64120
Jon D Stephens, President & CEO
Phone: (816)559-3750

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 Jackson 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:

City Clerk

KANSAS CITY, MISSOURI

By: [Signature]
Director of City Planning and Development

Approved as to form:

[Signature]
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 30th day of November, 2023, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning 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: Jan 23, 2024

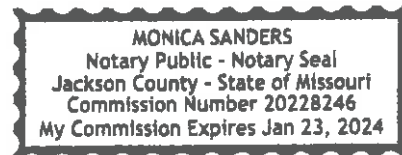
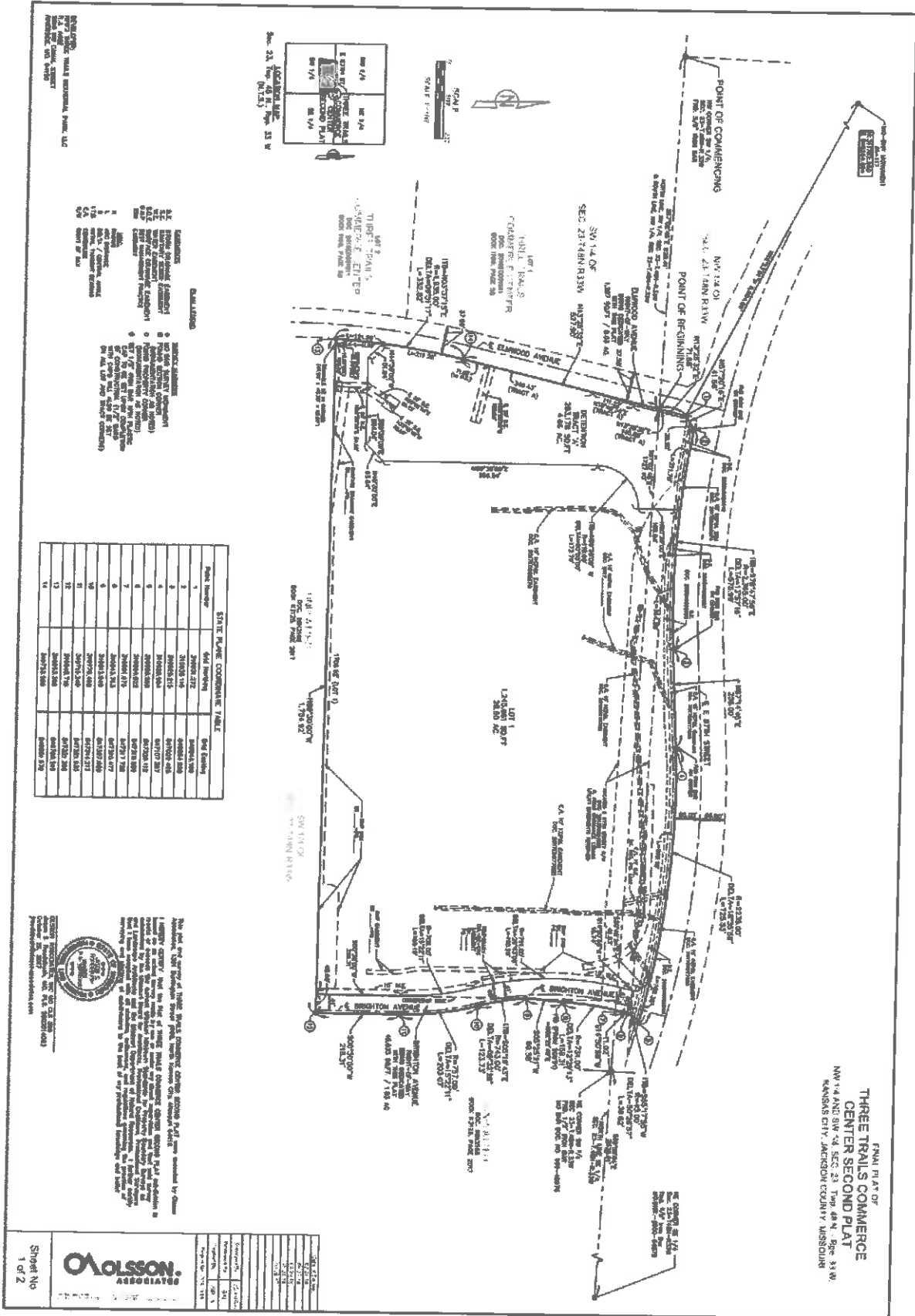


EXHIBIT "A"

Property Description:

A tract of land in the Northwest Quarter and Southwest Quarter of Section 23, Township 48 North, Range 33 West of the 5th Principal Meridian in Kansas City, Jackson County, Missouri being bounded and described as follows: Commencing at the Northwest corner of said Southwest Quarter; thence South 87°02'45" East, along the North line of said Southwest Quarter, 920.41 feet to a point on the East right-of-way line of Elmwood Avenue, as now established; thence North 13°28'32" East, along said East right-of-way line, 71.68 feet to the Point of Beginning of the tract of land to be herein described; thence North 57°20'16" East, continuing along said East right-of-way line, 41.58 feet to a point on the South right-of-way line of E. 87th Street, as now established; thence Easterly, along said South right-of-way line, on a curve to the left, having an initial tangent bearing of South 78°47'59" East with a radius of 2,365.00 feet, a central angle of 13°57'16" and an arc distance of 575.99 feet; thence North 87°14'45" East, continuing along said South right-of-way line, 256.00 feet; thence Easterly, continuing along said South right-of-way line, on a curve to the right, having a common tangent with last described course with a radius of 2,235.00 feet a central angle of 18°35'58" and an arc distance of 725.53 feet; thence Southwesterly, along a curve to the left, having an initial tangent bearing of South 65°17'55" West with a radius of 45.00 feet, a central angle of 50°26'57" and an arc distance of 39.62 feet; thence South 14°50'58" West, 11.02 feet; thence Southerly, along a curve to the left, being tangent to the last described course with a radius of 731.00 feet, a central angle of 12°29'13" and an arc distance of 159.31 feet; thence South 05°25'21" West, 99.58 feet; thence Southerly, along a curve to the left, having an initial tangent bearing of South 05°19'43" East with a radius of 743.00 feet, a central angle of 09°32'28" and an arc distance of 123.73 feet; thence Southerly, along a curve to the right, having a common tangent with the last described course with a radius of 757.00 feet, a central angle of 15°22'11" and an arc distance of 203.07 feet; thence South 00°30'00" West, 281.31 feet; thence North 89°30'00" West, 1,754.92 feet to a point on the East right-of-way line of said Elmwood Avenue; thence Northerly, along said East right-of-way line, on a curve to the right, having an initial tangent bearing of North 03°37'15" East with a radius of 1,935.00 feet, a central angle of 09°51'17" and an arc distance of 332.82 feet; thence North 13°28'32" East, continuing along said East right-of-way line, 599.58 feet to the Point of Beginning. Containing 1,495,159 square feet or 34.32 acres, more or less. feet; thence North 13°28'32" East, continuing along said East right-of-way line, 599.58 feet to the Point of Beginning. Containing 1,495,159 square feet or 34.32 acres, more or less.

EXHIBIT "B"



FINAL PLAT OF
THREE TRAILS COMMERCE
 CENTER SECOND PLAT
 NW 1/4 AND SW 1/4, SEC. 23, Twp. 48 N., Rge. 33 W.,
 JACKSON COUNTY, MISSOURI

STATE PLANE COORDINATE TABLE

Point Number	Old Easting	New Easting
1	297033.272	297033.272
2	310525.116	310525.116
3	308825.212	308825.212
4	297033.272	297033.272
5	297033.272	297033.272
6	297033.272	297033.272
7	297033.272	297033.272
8	297033.272	297033.272
9	297033.272	297033.272
10	297033.272	297033.272
11	297033.272	297033.272
12	297033.272	297033.272
13	297033.272	297033.272
14	297033.272	297033.272
15	297033.272	297033.272

This plat of record of Three Trails Commerce Center Second Plat was prepared by James L. Haggerty, Engineer, Professional Engineer No. 00126, State of Missouri, and is subject to the Missouri State Survey Act of 1985, Chapter 247, RSMo. The plat is subject to the Missouri State Survey Act of 1985, Chapter 247, RSMo. The plat is subject to the Missouri State Survey Act of 1985, Chapter 247, RSMo. The plat is subject to the Missouri State Survey Act of 1985, Chapter 247, RSMo.



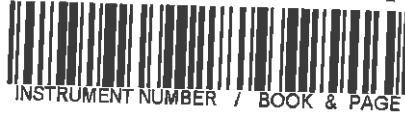
Sheet No
 1 of 2

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

01/25/2024 9:52 AM

FEE: \$39.00

2 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0004954

Book: Page:

Diana Smith, Recorder of Deeds

Title of Document: Deed of Release (Partial – Corporation)

Date of Document:

January 25th 2024

***Grantor:**

HARTFORD FIRE INSURANCE COMPANY
a Connecticut corporation,
c/o Hartford Investment Management Company
One Hartford Plaza, Hartford, Connecticut 06155

***Grantee:**

NPIF2 THREE TRAILS BUILDING III, LLC,
a Missouri limited liability company,
c/o NorthPoint Industrial Fund II, LLC
4825 41st Street, Suite 500, Riverside, Mo. 64150

Description:

THREE TRAILS COMMERCE CENTER SECOND PLAT, a
subdivision in Kansas City, Jackson County, Missouri.

Reference:

Leasehold Deed of Trust executed by NPIF2 Three Trails Building III, LLC, recorded September 1, 2017, as Document No. 2017E0081359 and Assignment of Leases and Rents recorded September 1, 2017, as Document No. 2017E0081360 and Modification to Leasehold Deed of Trust recorded October 23, 2019 as Document No. 2019E0086408 and Second Modification to Leasehold Deed of Trust recorded October 6, 2022 as Document No. 2022E0092318.

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

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NON-STANDARD FEE: \$25.00 FEE: \$42.00 9 PGS



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Diana Smith
Recorder of Deeds

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Independence, MO 64050

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**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF THREE TRAILS COMMERCE CENTER SECOND PLAT**

THIS COVENANT made and entered into this 25 day of January, 2024, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of The Port Authority of Kansas City, Missouri, a Missouri political subdivision, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the southeast corner of Elmwood Avenue and E 87th Street in Kansas City, of Jackson County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of Three Trails Commerce Center 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 Lot of 1 and Tract of A as shown on Exhibit "B" attached hereto.

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

WHEREAS, The Facilities, located on Tract A within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City 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 of Tract A.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract A.
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract A to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract A pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2016-056.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract A in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner 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 owner of Tract A, and/or the owners of Lot 1 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lot 1 or both served by the Facility on Tract A;
- c. Maintain suit against Owner, and/or the owner of Tract A and/or the owners of Lot 1 served by the Facility on Tract A for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract A and Lot 1 not less than thirty (30) days before it begins maintenance of The Facilities.

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

Sec. 4. 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:
The Port Authority of Kansas City, Missouri
A political subdivision of the State of Missouri
110 Berkley Plaza
Kansas City, MO 64120
Jon D Stephens, President & CEO
Phone: (816)559-3750

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 Jackson 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:

[Signature]
City Clerk

KANSAS CITY, MISSOURI

By: [Signature]
Director of City Planning and Development

Approved as to form:

[Signature]
Assistant City Attorney

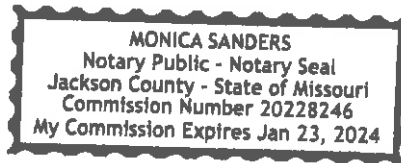
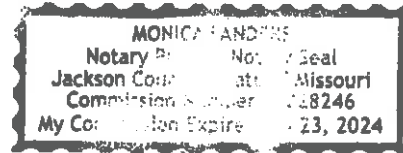
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

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

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

[Signature]
Notary Public

My Commission Expires: Jan 23, 2024



OWNER

The Port Authority of Kansas City, Missouri
A political subdivision of the State of Missouri
110 Berkley Plaza
Kansas City, MO 64120
Jon D Stephens, President & CEO
Phone: (816)559-3750

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

By: [Signature]

Title: President & CEO

Date: 11/12/23

Check one:

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

Attach corporate seal if applicable

STATE OF Missouri)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED, that on the 12th day of November, 2023, before me, the undersigned notary public in and for the county and state aforesaid, came Jon D. Stephens, to me personally known, who being by me duly sworn did say that he is the President & CEO of The Port Authority of Kansas City, Missouri, and that said instrument was signed on behalf of said political subdivision by authority of its members and acknowledged said instrument to be the free act and deed of said political subdivision.

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

[Signature]
Notary Public

My commission expires: August 14, 2026

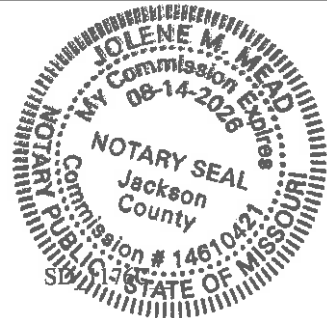


EXHIBIT "A"

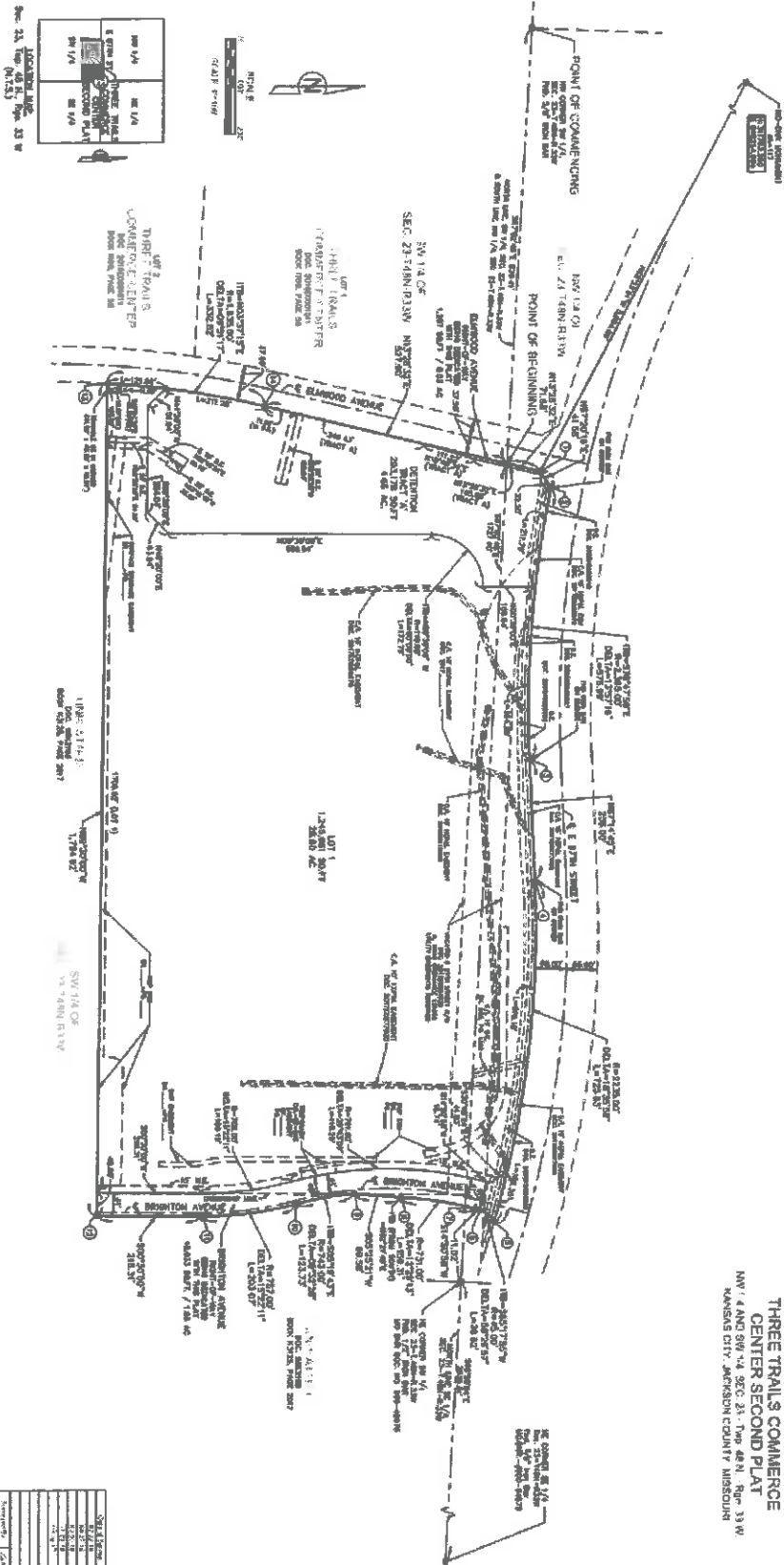
Property Description:

A tract of land in the Northwest Quarter and Southwest Quarter of Section 23, Township 48 North, Range 33 West of the 5th Principal Meridian in Kansas City, Jackson County, Missouri being bounded and described as follows: Commencing at the Northwest corner of said Southwest Quarter; thence South 87°02'45" East, along the North line of said Southwest Quarter, 920.41 feet to a point on the East right-of-way line of Elmwood Avenue, as now established; thence North 13°28'32" East, along said East right-of-way line, 71.68 feet to the Point of Beginning of the tract of land to be herein described; thence North 57°20'16" East, continuing along said East right-of-way line, 41.58 feet to a point on the South right-of-way line of E. 87th Street, as now established; thence Easterly, along said South right-of-way line, on a curve to the left, having an initial tangent bearing of South 78°47'59" East with a radius of 2,365.00 feet, a central angle of 13°57'16" and an arc distance of 575.99 feet; thence North 87°14'45" East, continuing along said South right-of-way line, 256.00 feet; thence Easterly, continuing along said South right-of-way line, on a curve to the right, having a common tangent with last described course with a radius of 2,235.00 feet a central angle of 18°35'58" and an arc distance of 725.53 feet; thence Southwesterly, along a curve to the left, having an initial tangent bearing of South 65°17'55" West with a radius of 45.00 feet, a central angle of 50°26'57" and an arc distance of 39.62 feet; thence South 14°50'58" West, 11.02 feet; thence Southerly, along a curve to the left, being tangent to the last described course with a radius of 731.00 feet, a central angle of 12°29'13" and an arc distance of 159.31 feet; thence South 05°25'21" West, 99.58 feet; thence Southerly, along a curve to the left, having an initial tangent bearing of South 05°19'43" East with a radius of 743.00 feet, a central angle of 09°32'28" and an arc distance of 123.73 feet; thence Southerly, along a curve to the right, having a common tangent with the last described course with a radius of 757.00 feet, a central angle of 15°22'11" and an arc distance of 203.07 feet; thence South 00°30'00" West, 281.31 feet; thence North 89°30'00" West, 1,754.92 feet to a point on the East right-of-way line of said Elmwood Avenue; thence Northerly, along said East right-of-way line, on a curve to the right, having an initial tangent bearing of North 03°37'15" East with a radius of 1,935.00 feet, a central angle of 09°51'17" and an arc distance of 332.82 feet; thence North 13°28'32" East, continuing along said East right-of-way line, 599.58 feet to the Point of Beginning. Containing 1,495,159 square feet or 34.32 acres, more or less.

feet; thence North 13°28'32" East, continuing along said East right-of-way line, 599.58 feet to the Point of Beginning. Containing 1,495,159 square feet or 34.32 acres, more or less.

EXHIBIT "B"

**FINAL PLAT OF
THREE TRAILS COMMERCE
CENTER SECOND PLAT**
NW 1/4 AND SW 1/4 SEC 23, Twp. 48N, Rng. 13W
JACKSON COUNTY, MISSOURI



- LEGEND**
- 1 1/2" = 1' SCALE
 - 2 1/2" = 1' SCALE
 - 3 1/2" = 1' SCALE
 - 4 1/2" = 1' SCALE
 - 5 1/2" = 1' SCALE
 - 6 1/2" = 1' SCALE
 - 7 1/2" = 1' SCALE
 - 8 1/2" = 1' SCALE
 - 9 1/2" = 1' SCALE
 - 10 1/2" = 1' SCALE
 - 11 1/2" = 1' SCALE
 - 12 1/2" = 1' SCALE
 - 13 1/2" = 1' SCALE
 - 14 1/2" = 1' SCALE

Parcel Number	Old Boundary	Old Boundary
1	389687.278	580646.888
2	310625.116	580646.888
3	298866.592	977997.405
4	288868.888	977997.405
5	288868.888	977997.405
6	288868.888	977997.405
7	288868.888	977997.405
8	288868.888	977997.405
9	288868.888	977997.405
10	288868.888	977997.405
11	288868.888	977997.405
12	288868.888	977997.405
13	288868.888	977997.405
14	288868.888	977997.405

This plat and proposed maps shall conform with the Standard Covariant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009. The Standard Covariant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009 is hereby incorporated by reference into this plat. The Standard Covariant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009 is hereby incorporated by reference into this plat. The Standard Covariant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009 is hereby incorporated by reference into this plat.



RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

01/25/2024 9:52 AM

NON-STANDARD FEE: \$25.00 FEE: \$42.00 9 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0004953

Book: Page:

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Non-Standard Document

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



Diana Smith
Recorder of Deeds

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

112 W. Lexington, Suite 30
Independence, MO 64050

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

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF THREE TRAILS COMMERCE CENTER SECOND PLAT**

THIS COVENANT made and entered into this 25 day of JANUARY, 2024 by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of The Port Authority of Kansas City, Missouri, a Missouri political subdivision, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the southeast corner of Elmwood Avenue and E 87th Street in Kansas City, of Jackson County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of Three Trails Commerce Center 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 Lot of 1 and Tract of A as shown on Exhibit "B" attached hereto.

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

WHEREAS, The Facilities, located on Tract A within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City 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 of Tract A.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract A.
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract A to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract A pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2016-056.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract A in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner 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 owner of Tract A, and/or the owners of Lot 1 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lot 1 or both served by the Facility on Tract A;
- c. Maintain suit against Owner, and/or the owner of Tract A and/or the owners of Lot 1 served by the Facility on Tract A for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract A and Lot 1 not less than thirty (30) days before it begins maintenance of The Facilities.

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

Sec. 4. 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:
The Port Authority of Kansas City, Missouri
A political subdivision of the State of Missouri
110 Berkley Plaza
Kansas City, MO 64120
Jon D Stephens, President & CEO
Phone: (816)559-3750

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 Jackson 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:

City Clerk

KANSAS CITY, MISSOURI

By: Jeff Williams
Director of City Planning and Development

Approved as to form:

Earl Che
Assistant City Attorney

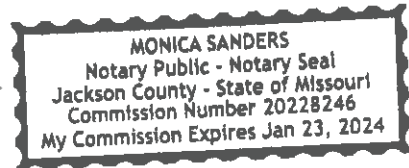
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 30th day of November, 2023, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning 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.

Monica Sanders
Notary Public

My Commission Expires: Jan 23, 2024



OWNER
 The Port Authority of Kansas City, Missouri
 A political subdivision of the State of Missouri
 110 Berkley Plaza
 Kansas City, MO 64120
 Jon D Stephens, President & CEO
 Phone: (816)559-3750

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

By: Jon D Stephens

Title: President & CEO

Date: 11/12/23

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

Attach corporate seal if applicable

STATE OF Missouri)
) SS
 COUNTY OF Jackson)

BE IT REMEMBERED, that on the 12 day of November, 2023,
 before me, the undersigned notary public in and for the county and state aforesaid, came
Jon D. Stephens, to me personally known, who being by me duly sworn did
 say that he is the President & CEO of The Port Authority of Kansas City, Missouri, and that said
 instrument was signed on behalf of said political subdivision by authority of its members and
 acknowledged said instrument to be the free act and deed of said political subdivision.

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

Jolene M. Mead
 Notary Public

My commission expires: August 14, 2026

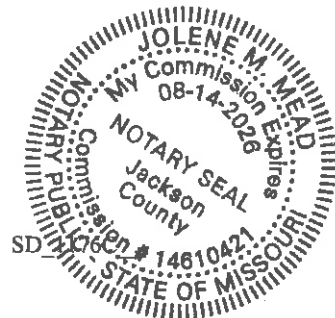


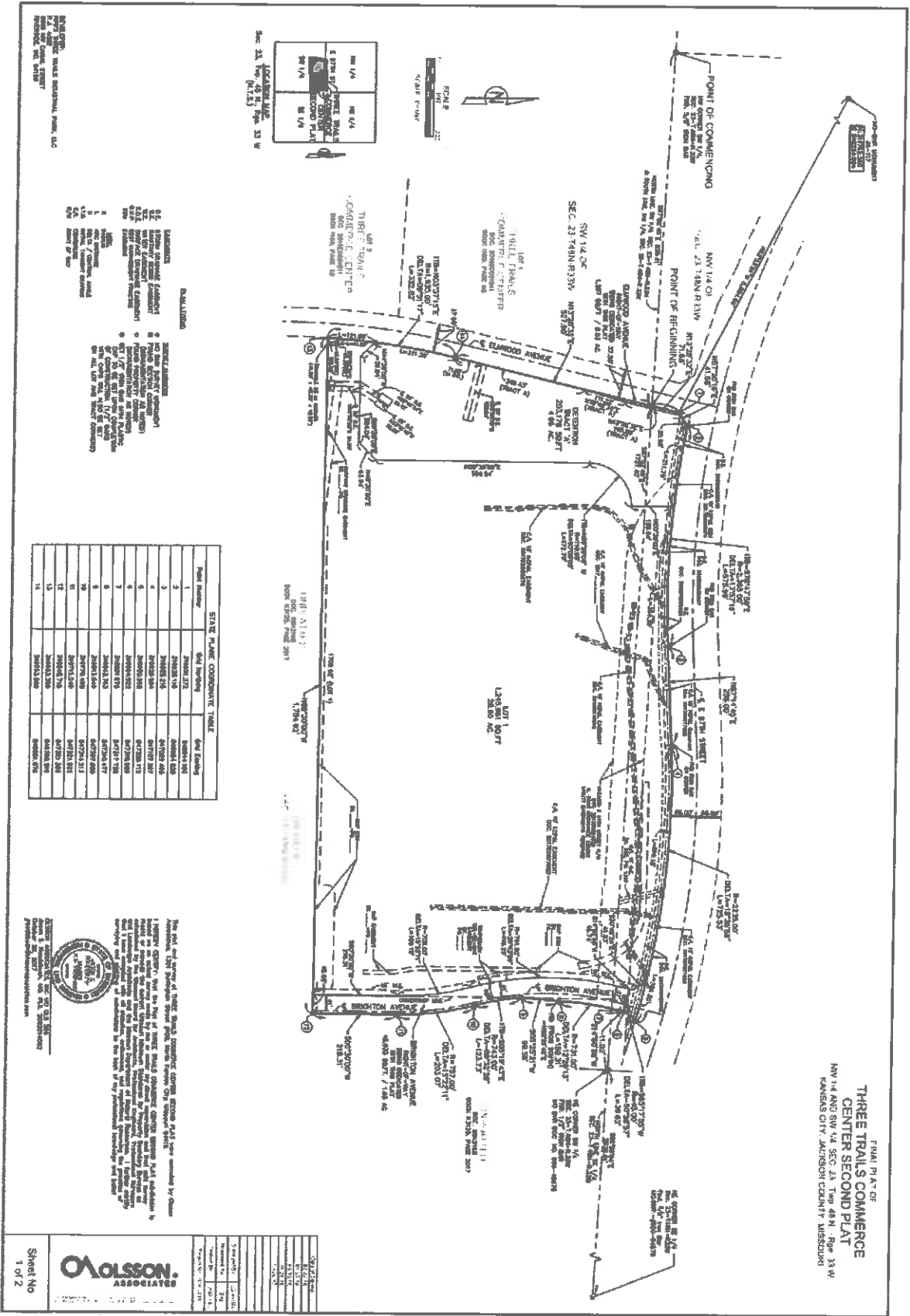
EXHIBIT "A"

Property Description:

A tract of land in the Northwest Quarter and Southwest Quarter of Section 23, Township 48 North, Range 33 West of the 5th Principal Meridian in Kansas City, Jackson County, Missouri being bounded and described as follows: Commencing at the Northwest corner of said Southwest Quarter; thence South 87°02'45" East, along the North line of said Southwest Quarter, 920.41 feet to a point on the East right-of-way line of Elmwood Avenue, as now established; thence North 13°28'32" East, along said East right-of-way line, 71.68 feet to the Point of Beginning of the tract of land to be herein described; thence North 57°20'16" East, continuing along said East right-of-way line, 41.58 feet to a point on the South right-of-way line of E. 87th Street, as now established; thence Easterly, along said South right-of-way line, on a curve to the left, having an initial tangent bearing of South 78°47'59" East with a radius of 2,365.00 feet, a central angle of 13°57'16" and an arc distance of 575.99 feet; thence North 87°14'45" East, continuing along said South right-of-way line, 256.00 feet; thence Easterly, continuing along said South right-of-way line, on a curve to the right, having a common tangent with last described course with a radius of 2,235.00 feet a central angle of 18°35'58" and an arc distance of 725.53 feet; thence Southwesterly, along a curve to the left, having an initial tangent bearing of South 65°17'55" West with a radius of 45.00 feet, a central angle of 50°26'57" and an arc distance of 39.62 feet; thence South 14°50'58" West, 11.02 feet; thence Southerly, along a curve to the left, being tangent to the last described course with a radius of 731.00 feet, a central angle of 12°29'13" and an arc distance of 159.31 feet; thence South 05°25'21" West, 99.58 feet; thence Southerly, along a curve to the left, having an initial tangent bearing of South 05°19'43" East with a radius of 743.00 feet, a central angle of 09°32'28" and an arc distance of 123.73 feet; thence Southerly, along a curve to the right, having a common tangent with the last described course with a radius of 757.00 feet, a central angle of 15°22'11" and an arc distance of 203.07 feet; thence South 00°30'00" West, 281.31 feet; thence North 89°30'00" West, 1,754.92 feet to a point on the East right-of-way line of said Elmwood Avenue; thence Northerly, along said East right-of-way line, on a curve to the right, having an initial tangent bearing of North 03°37'15" East with a radius of 1,935.00 feet, a central angle of 09°51'17" and an arc distance of 332.82 feet; thence North 13°28'32" East, continuing along said East right-of-way line, 599.58 feet to the Point of Beginning. Containing 1,495,159 square feet or 34.32 acres, more or less.

feet; thence North 13°28'32" East, continuing along said East right-of-way line, 599.58 feet to the Point of Beginning. Containing 1,495,159 square feet or 34.32 acres, more or less.

EXHIBIT "B"



FINAL PLAT OF
THREE TRAILS COMMERCE
 CENTER SECOND PLAT
 NW 14 AND SW 14, SEC. 28, T8N 48N, R9E 33W,
 KANSAS CITY, JACKSON COUNTY, MISSOURI

- LEGEND**
- 1. Easement
 - 2. Easement
 - 3. Easement
 - 4. Easement
 - 5. Easement
 - 6. Easement
 - 7. Easement
 - 8. Easement
 - 9. Easement
 - 10. Easement
 - 11. Easement
 - 12. Easement
 - 13. Easement
 - 14. Easement

STAKE PLACEMENT COMPONENT TABLE

Point Number	400' Interval	600' Interval
1	20001122	20001122
2	20001123	20001123
3	20001124	20001124
4	20001125	20001125
5	20001126	20001126
6	20001127	20001127
7	20001128	20001128
8	20001129	20001129
9	20001130	20001130
10	20001131	20001131
11	20001132	20001132
12	20001133	20001133
13	20001134	20001134
14	20001135	20001135

This plat and the plat of the Three Trails Commerce Center, Section 28, T8N 48N, R9E 33W, are submitted by the applicant for recording. The applicant warrants that the information contained herein is true and correct to the best of their knowledge and belief, and that the same has been prepared in accordance with the laws of the State of Missouri. The applicant further warrants that the same has been prepared in accordance with the laws of the State of Missouri, and that the same has been prepared in accordance with the laws of the State of Missouri.

MOLSSON ASSOCIATES

Sheet No
 1 of 2

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

01/25/2024 9:52 AM

NON-STANDARD FEE: \$25.00 FEE: \$42.00 9 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0004953

Book: Page:

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Non-Standard Document

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



Diana Smith
Recorder of Deeds

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

112 W. Lexington, Suite 30
Independence, MO 64050

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

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF THREE TRAILS COMMERCE CENTER SECOND PLAT**

THIS COVENANT made and entered into this 25 day of January, ~~2024~~ by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of The Port Authority of Kansas City, Missouri, a Missouri political subdivision, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the southeast corner of Elmwood Avenue and E 87th Street in Kansas City, of Jackson County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of Three Trails Commerce Center 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 Lot of 1 and Tract of A as shown on Exhibit "B" attached hereto.

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

WHEREAS, The Facilities, located on Tract A within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City 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 of Tract A.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract A.
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract A to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract A pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2016-056.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract A in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner 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 owner of Tract A, and/or the owners of Lot 1 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lot 1 or both served by the Facility on Tract A;
- c. Maintain suit against Owner, and/or the owner of Tract A and/or the owners of Lot 1 served by the Facility on Tract A for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract A and Lot 1 not less than thirty (30) days before it begins maintenance of The Facilities.

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

Sec. 4. 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:
The Port Authority of Kansas City, Missouri
A political subdivision of the State of Missouri
110 Berkley Plaza
Kansas City, MO 64120
Jon D Stephens, President & CEO
Phone: (816)559-3750

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 Jackson 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

[Signature]
City Clerk

By: [Signature]
Director of City Planning and Development

Approved as to form:

[Signature]
Assistant City Attorney

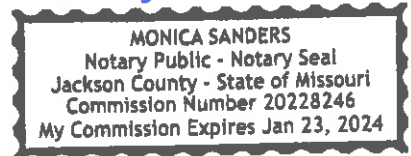
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 30th day of November, 2023, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning 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: Jan 23, 2024



OWNER

The Port Authority of Kansas City, Missouri
A political subdivision of the State of Missouri
110 Berkley Plaza
Kansas City, MO 64120
Jon D Stephens, President & CEO
Phone: (816)559-3750

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

By: [Signature]

Title: President & CEO

Date: 11/12/23

Check one:

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

Attach corporate seal if applicable

STATE OF Missouri)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED, that on the 12 day of November, 2023,
before me, the undersigned notary public in and for the county and state aforesaid, came
Jon D Stephens, to me personally known, who being by me duly sworn did
say that he is the President & CEO of The Port Authority of Kansas City, Missouri, and that said
instrument was signed on behalf of said political subdivision by authority of its members and
acknowledged said instrument to be the free act and deed of said political subdivision.

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

[Signature]
Notary Public

My commission expires: August 14, 2026

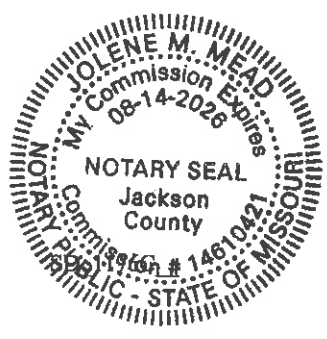


EXHIBIT "A"

Property Description:

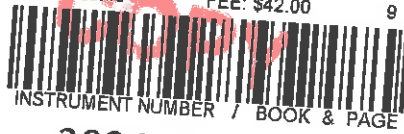
A tract of land in the Northwest Quarter and Southwest Quarter of Section 23, Township 48 North, Range 33 West of the 5th Principal Meridian in Kansas City, Jackson County, Missouri being bounded and described as follows: Commencing at the Northwest corner of said Southwest Quarter; thence South $87^{\circ}02'45''$ East, along the North line of said Southwest Quarter, 920.41 feet to a point on the East right-of-way line of Elmwood Avenue, as now established; thence North $13^{\circ}28'32''$ East, along said East right-of-way line, 71.68 feet to the Point of Beginning of the tract of land to be herein described; thence North $57^{\circ}20'16''$ East, continuing along said East right-of-way line, 41.58 feet to a point on the South right-of-way line of E. 87th Street, as now established; thence Easterly, along said South right-of-way line, on a curve to the left, having an initial tangent bearing of South $78^{\circ}47'59''$ East with a radius of 2,365.00 feet, a central angle of $13^{\circ}57'16''$ and an arc distance of 575.99 feet; thence North $87^{\circ}14'45''$ East, continuing along said South right-of-way line, 256.00 feet; thence Easterly, continuing along said South right-of-way line, on a curve to the right, having a common tangent with last described course with a radius of 2,235.00 feet a central angle of $18^{\circ}35'58''$ and an arc distance of 725.53 feet; thence Southwesterly, along a curve to the left, having an initial tangent bearing of South $65^{\circ}17'55''$ West with a radius of 45.00 feet, a central angle of $50^{\circ}26'57''$ and an arc distance of 39.62 feet; thence South $14^{\circ}50'58''$ West, 11.02 feet; thence Southerly, along a curve to the left, being tangent to the last described course with a radius of 731.00 feet, a central angle of $12^{\circ}29'13''$ and an arc distance of 159.31 feet; thence South $05^{\circ}25'21''$ West, 99.58 feet; thence Southerly, along a curve to the left, having an initial tangent bearing of South $05^{\circ}19'43''$ East with a radius of 743.00 feet, a central angle of $09^{\circ}32'28''$ and an arc distance of 123.73 feet; thence Southerly, along a curve to the right, having a common tangent with the last described course with a radius of 757.00 feet, a central angle of $15^{\circ}22'11''$ and an arc distance of 203.07 feet; thence South $00^{\circ}30'00''$ West, 281.31 feet; thence North $89^{\circ}30'00''$ West, 1,754.92 feet to a point on the East right-of-way line of said Elmwood Avenue; thence Northerly, along said East right-of-way line, on a curve to the right, having an initial tangent bearing of North $03^{\circ}37'15''$ East with a radius of 1,935.00 feet, a central angle of $09^{\circ}51'17''$ and an arc distance of 332.82 feet; thence North $13^{\circ}28'32''$ East, continuing along said East right-of-way line, 599.58 feet to the Point of Beginning. Containing 1,495,159 square feet or 34.32 acres, more or less. feet; thence North $13^{\circ}28'32''$ East, continuing along said East right-of-way line, 599.58 feet to the Point of Beginning. Containing 1,495,159 square feet or 34.32 acres, more or less.

EXHIBIT "B"

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

01/25/2024 9:52 AM

NON-STANDARD FEE: \$25.00 FEE: \$42.00 9 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0004953

Book: Page:

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Non-Standard Document

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



Diana Smith
Recorder of Deeds

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

112 W. Lexington, Suite 30
Independence, MO 64050

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

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF THREE TRAILS COMMERCE CENTER SECOND PLAT**

THIS COVENANT made and entered into this 25 day of January, ~~2021~~ 2021, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of The Port Authority of Kansas City, Missouri, a Missouri political subdivision, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the southeast corner of Elmwood Avenue and E 87th Street in Kansas City, of Jackson County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of Three Trails Commerce Center 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 Lot of 1 and Tract of A as shown on Exhibit "B" attached hereto.

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

WHEREAS, The Facilities, located on Tract A within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City 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 of Tract A.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract A.
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract A to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract A pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2016-056.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract A in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner 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 owner of Tract A, and/or the owners of Lot 1 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lot 1 or both served by the Facility on Tract A;
- c. Maintain suit against Owner, and/or the owner of Tract A and/or the owners of Lot 1 served by the Facility on Tract A for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract A and Lot 1 not less than thirty (30) days before it begins maintenance of The Facilities.

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

Sec. 4. 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:
The Port Authority of Kansas City, Missouri
A political subdivision of the State of Missouri
110 Berkley Plaza
Kansas City, MO 64120
Jon D Stephens, President & CEO
Phone: (816)559-3750

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 Jackson 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: 

Director of City Planning and Development

Approved as to form:



Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

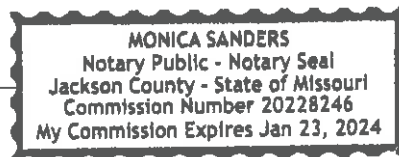
BE IT REMEMBERED that on this 30th day of November, 2023, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning and Development, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and 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.



Notary Public

My Commission Expires: Jan 23, 2024



OWNER

The Port Authority of Kansas City, Missouri
A political subdivision of the State of Missouri
110 Berkley Plaza
Kansas City, MO 64120
Jon D Stephens, President & CEO
Phone: (816)559-3750

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

By: [Signature]

Title: President & CEO

Date: 11/12/23

Check one:

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

Attach corporate seal if applicable

STATE OF Missouri)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED, that on the 12 day of November, 2023, before me, the undersigned notary public in and for the county and state aforesaid, came Jon D Stephens, to me personally known, who being by me duly sworn did say that he is the President & CEO of The Port Authority of Kansas City, Missouri, and that said instrument was signed on behalf of said political subdivision by authority of its members and acknowledged said instrument to be the free act and deed of said political subdivision.

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

Jolene M. Mead
Notary Public

My commission expires: August 14, 2026

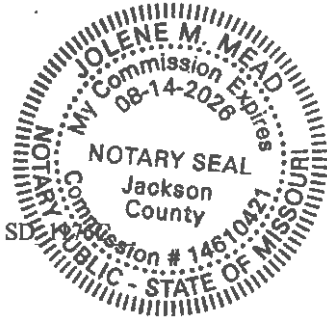


EXHIBIT "A"

Property Description:

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EXHIBIT "B"