



File #: 240206

ORDINANCE NO. 240206

Approving the plat of East Campus Phase 01, an addition in Jackson County, Missouri, on approximately 35 acres generally located at northeast corner of Botts Road and Highway 150, creating one (1) lot and four (4) 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-2024-00001)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of East Campus Phase 01, a subdivision in Jackson County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

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

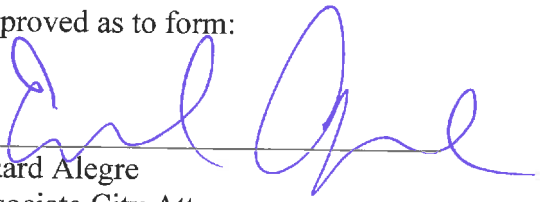
Section 3. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Stormwater and BMP Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

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

Section 5. That the City Clerk is hereby directed to 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 Jackson County, Missouri.

Section 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on February 6, 2024.

Approved as to form:


Eluard Alegre
Associate City Attorney



Authenticated as Passed

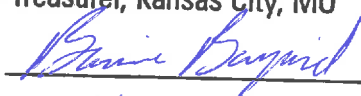

Quinton Lucas, Mayor


Marilyn Sanders, City Clerk

FEB 29 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, 4-25, 2024

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

05/01/2024 8:35 AM

NON-STANDARD FEE: EXEMPT FEE: \$27.00 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0026234

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.

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

05/01/2024 11:18 AM

NON-STANDARD FEE: \$25.00

FEE: \$39.00

8 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0026401

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 PRIVATE SANITARY SEWER, STORM SEWER, &
WATER FACILITIES
PLAT OF EAST CAMPUS PHASE 01**

THIS COVENANT made and entered into this 1 day of April, 2024, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Promontory 150 LLC, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the northeast corner of MO Route 150 and Botts Road, 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 East Campus Phase 01, (**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 A1 and Tracts of A, A1, B, and C as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant private storm sewer, private sanitary sewer, and private water main, to be located on Tract A1 to serve Lot A1 and Tract C, collectively hereinafter referred to as (The Facilities); and

WHEREAS, The Facilities, located on Tract A1 within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in providing storm sewer, sanitary sewer, domestic water, and fire water services to the Property; and

WHEREAS, the City and Owner agree that it is in the public interest to provide private storm sewer, sanitary sewer, and water facilities for the benefit of the Property; 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 Tract A1.
- b. Maintain the pipes, structures, grounds, and appurtenances for The Facilities located on Tract A1.
- c. Keep the pipes, structures, and appurtenances in good working condition, or replace the same if necessary.

- d. 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 A1 in order to maintain 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 against Owner, and/or the owner of Tract A1, and/or the owners of Lot A1 and Tracts A, B and C served by the Facilities on Tract A1,
- b. Assess a lien on either the Tract A1 or on Lot A1 and Tracts A, B, and C or both served by the Facilities on Tract A1;
- c. Maintain suit against Owner, and/or the owner of Tract A1 and/or the owners of Lot A1 and Tracts A, B, and C served by the Facilities on Tract A1 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, A1, B, and C and Lot A1 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tract A1 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:
Promontory 150 LLC
1511 Baltimore Avenue, Suite 300
Kansas City, MO 64108
Corey Walker

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 24th day of April, 2024, 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 Marlyn 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, 2028

MONICA SANDERS Notary Public - Notary Seal STATE OF MISSOURI Jackson County My Commission Expires: Jan. 23, 2028 Commission # 20228246
--

OWNER
Promontory 150 LLC
1511 Baltimore Avenue, Suite 300
Kansas City, MO 64108
Corey Walker

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

Promontory 150 LLC
By: Botts 150 LLC, its manager
By: Platform OZ GP I, LLC, its managing member
By: Platform Investments, LLC, its managing member
By: Platform Ventures, LLC, its manager

By: [Signature]
Title: SVP
Date: 4/1/2024

Check one:

- ☐ Sole Proprietor
☐ Partnership
☐ Corporation
☒ Limited Liability Company (LLC)
Attach corporate seal if applicable

STATE OF Missouri)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED, that on the 1st day of April, 2024, before me, the undersigned notary public in and for the county and state aforesaid, came Corey Walker, to me personally known, who being by me duly sworn did say that he is the Senior Vice President of Platform Ventures, LLC, manager of Platform investments, LLC, managing member of Platform OZ GP I, LLC, managing member of Botts 150 LLC, manager of Promontory 150 LLC, and that said instrument was signed on behalf of said limited liability company and acknowledged said instrument to be the free act and deed of said limited liability company.

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

My commission expires: 5/13/25

[Signature]
Notary Public

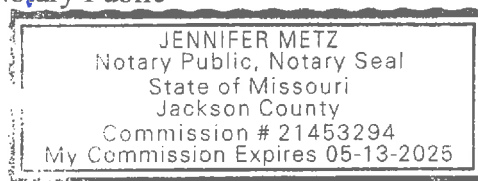


EXHIBIT "A"

PART OF LOT 2, I-49 INDUSTRIAL CENTER - NORTH, A SUBDIVISION OF LAND IN OF LAND IN THE SOUTH HALF OF SECTION 26 TOWNSHIP 47 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN IN KANSAS CITY, JACKSON COUNTY, MISSOURI RECORDED AS INSTRUMENT NUMBER 2022E0062027 IN BOOK 54 AT PAGE 42 IN THE JACKSON COUNTY RECORDER OF DEEDS OFFICE BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JEFFREY P. MEANS P.L.S. 2000147866, AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE ON THE NORTHERLY LINE OF SAID LOT 2 FOR THE FOLLOWING SIX CALLS NORTH 72°00'36" EAST, 1,004.03 FEET; THENCE SOUTH 72°53'57" EAST, 531.50 FEET; THENCE SOUTH 15°37'16" EAST, 356.11 FEET; THENCE SOUTH 86°31'32" EAST, 323.40 FEET; THENCE NORTH 47°38'24" EAST, 558.94 FEET; THENCE SOUTH 63°06'52" EAST, 510.86 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 00°56'23" EAST, 276.39 FEET; THENCE SOUTH 59°03'37" WEST, 187.50 FEET; THENCE SOUTH 89°03'37" WEST, 649.71 FEET; THENCE SOUTH 67°42'59" WEST, 60.13 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 63°12'28" AND AN ARC DISTANCE OF 253.73 FEET; THENCE NORTH 49°04'32" WEST, 296.56 FEET; THENCE SOUTH 40°55'28" WEST, 261.15 FEET; THENCE SOUTH 61°39'54" WEST, 448.34 FEET; THENCE SOUTH 49°04'32" EAST, 124.54 FEET; THENCE SOUTH 40°55'28" WEST, 352.00 FEET; THENCE NORTH 49°04'32" WEST, 555.50 FEET; THENCE NORTH 40°55'28" EAST, 254.37 FEET; THENCE NORTH 63°07'25" EAST, 45.28 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 25°31'48" WEST WITH A RADIUS OF 532.00 FEET, A CENTRAL ANGLE OF 09°53'04" AND AN ARC DISTANCE OF 91.78 FEET; THENCE NORTH 15°38'44" WEST, 96.99 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 93°32'21" AND AN ARC DISTANCE OF 97.95 FEET; THENCE SOUTH 70°48'55" WEST, 326.13 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 22°52'38" AND AN ARC DISTANCE OF 37.93 FEET; THENCE NORTH 86°18'27" WEST, 50.50 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2 ALSO BEING A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF BOTTS ROAD AS NOW ESTABLISHED; THENCE NORTH 03°40'55" EAST ON SAID WESTERLY LINE AN SAID EXISTING EASTERLY RIGHT-OF-WAY LINE, 307.11 FEET TO THE POINT OF BEGINNING. CONTAINING 1,551,521 SQUARE FEET OR 35.62 ACRES, MORE OR LESS.

EXHIBIT "B"

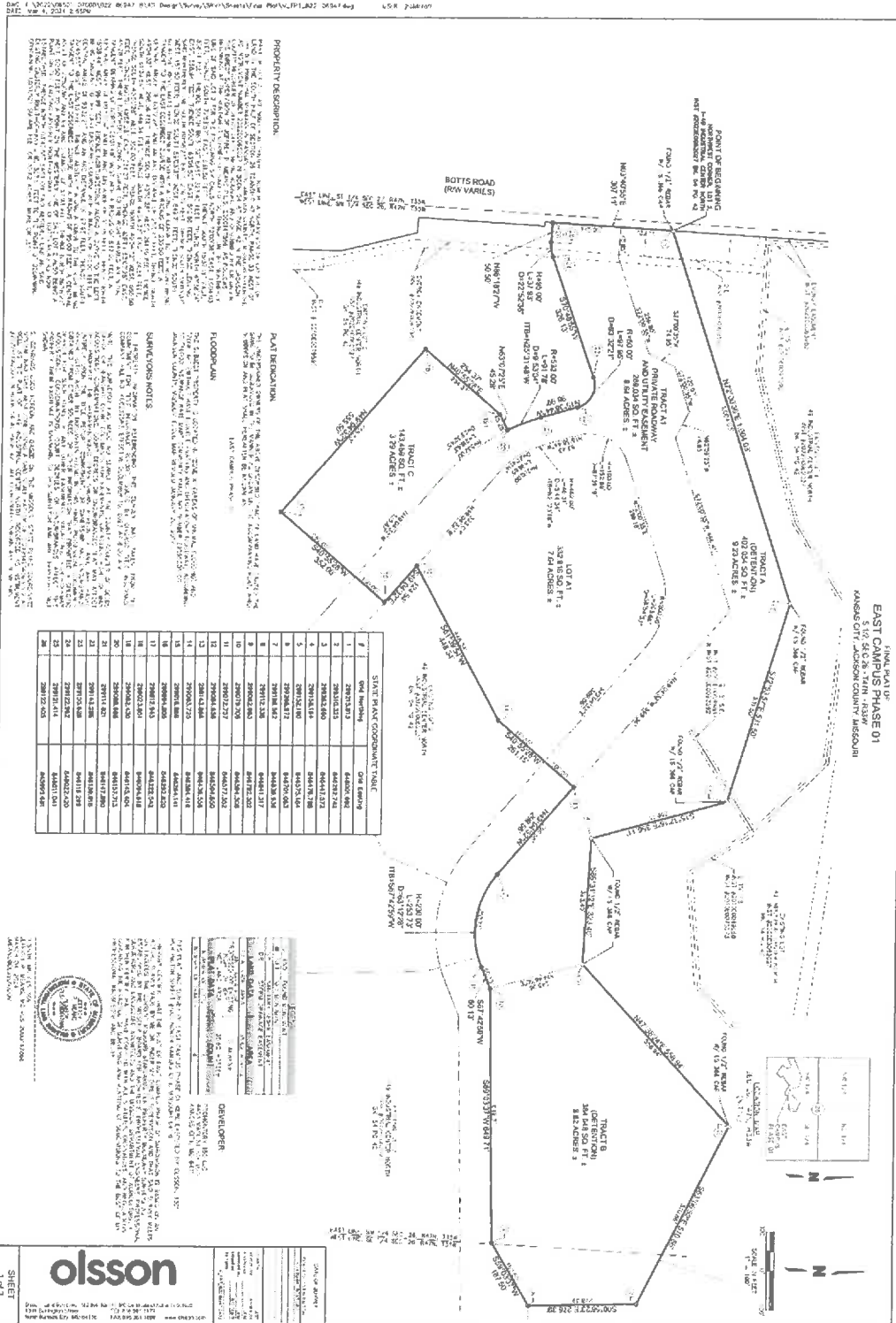
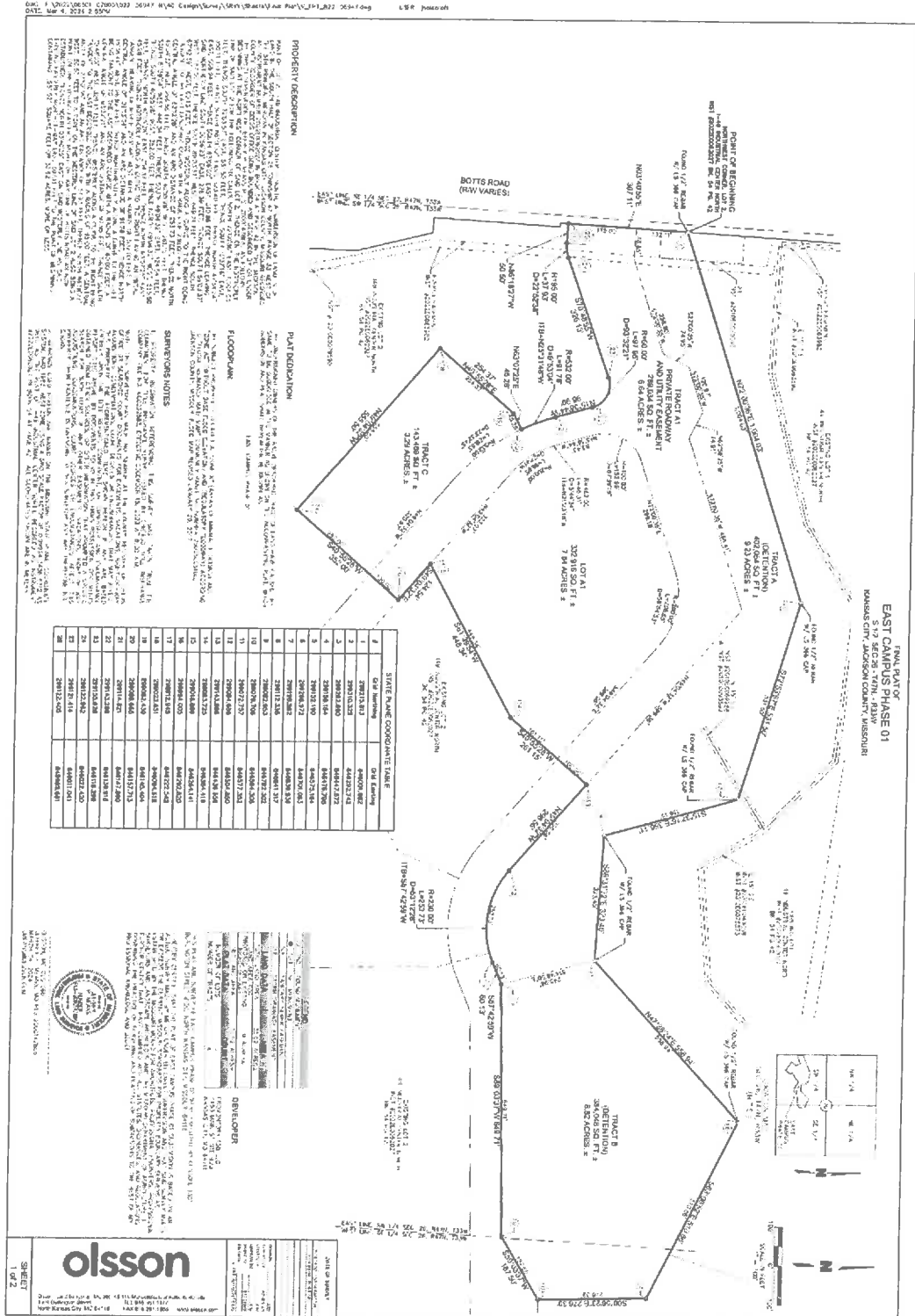


EXHIBIT "B"



RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

05/01/2024 8:35 AM

NON-STANDARD FEE: \$25.00

FEE: \$39.00

8 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0026236

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 EAST CAMPUS PHASE 01**

THIS COVENANT made and entered into this 01 day of April, 2024, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Promontory 150 LLC, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the northeast corner of MO Route 150 and Botts Road, 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 East Campus Phase 01, (**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 A1 and Tracts of A, A1, B, 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 of A and B 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 Tracts A and B.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tracts A and B.
- 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 B to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tracts A and B pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No CRBG-2023-30775.
- 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 B in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Tracts A and B, and/or the owners of Lot A1 and Tracts A1 and C served by the Facility on Tracts A and B;
- b. Assess a lien on either the Tracts A and B or on Lot A1 and Tracts A1 and C or both served by the Facility on Tracts A and B;
- c. Maintain suit against Owner, and/or the owner of Tracts A and B and/or the owners of Lot A1 and Tracts A1 and C served by the Facility on Tracts A and B 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, A1, B, and C and Lot A1 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tracts A and B 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:
Promontory 150 LLC
1511 Baltimore Avenue, Suite 300
Kansas City, MO 64108
Corey Walker

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 24th day of April, 2028, 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, 2028

MONICA SANDERS Notary Public - Notary Seal STATE OF MISSOURI Jackson County My Commission Expires: Jan. 23, 2028 Commission # 20228246

OWNER
Promontory 150 LLC
1511 Baltimore Avenue, Suite 300
Kansas City, MO 64108
Corey Walker

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

Promontory 150 LLC
By: Botts 150 LLC, its manager
By: Platform OZ GP I, LLC, its managing member
By: Platform Investments, LLC, its managing member
By: Platform Ventures, LLC, its manager

By: [Signature]
Title: SVR
Date: 4/1/2024

Check one:
☐ Sole Proprietor
☐ Partnership
☐ Corporation
☒ Limited Liability Company (LLC)
Attach corporate seal if applicable

STATE OF Missouri)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED, that on the 1st day of April, 2024, before me, the undersigned notary public in and for the county and state aforesaid, came Corey Walker, to me personally known, who being by me duly sworn did say that he is the Senior Vice President of Platform Ventures, LLC, manager of Platform investments, LLC, managing member of Platform OZ GP I, LLC, managing member of Botts 150 LLC, manager of Promontory 150 LLC, and that said instrument was signed on behalf of said limited liability company and acknowledged said instrument to be the free act and deed of said limited liability company.

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

My commission expires: 5/13/25

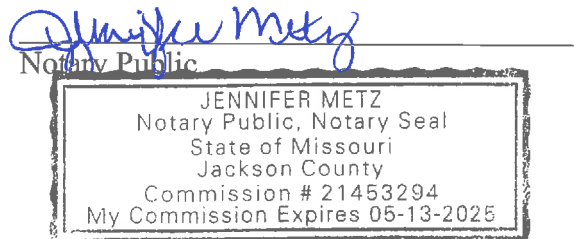
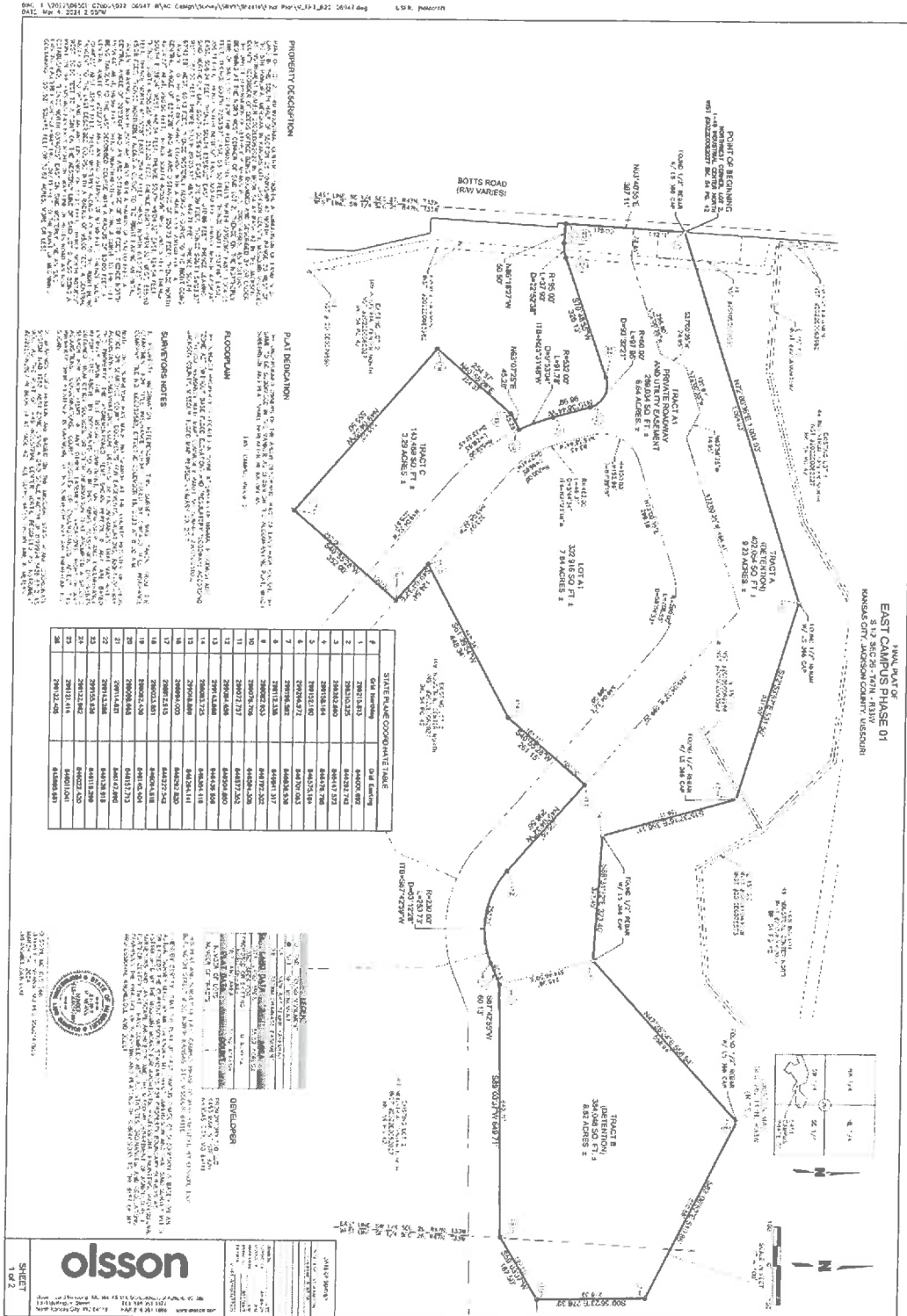


EXHIBIT "A"

PART OF LOT 2, I-49 INDUSTRIAL CENTER - NORTH, A SUBDIVISION OF LAND IN OF LAND IN THE SOUTH HALF OF SECTION 26 TOWNSHIP 47 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN IN KANSAS CITY, JACKSON COUNTY, MISSOURI RECORDED AS INSTRUMENT NUMBER 2022E0062027 IN BOOK 54 AT PAGE 42 IN THE JACKSON COUNTY RECORDER OF DEEDS OFFICE BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JEFFREY P. MEANS P.L.S. 2000147866, AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE ON THE NORTHERLY LINE OF SAID LOT 2 FOR THE FOLLOWING SIX CALLS NORTH 72°00'36" EAST, 1,004.03 FEET; THENCE SOUTH 72°53'57" EAST, 531.50 FEET; THENCE SOUTH 15°37'16" EAST, 356.11 FEET; THENCE SOUTH 86°31'32" EAST, 323.40 FEET; THENCE NORTH 47°38'24" EAST, 558.94 FEET; THENCE SOUTH 63°06'52" EAST, 510.86 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 00°56'23" EAST, 276.39 FEET; THENCE SOUTH 59°03'37" WEST, 187.50 FEET; THENCE SOUTH 89°03'37" WEST, 649.71 FEET; THENCE SOUTH 67°42'59" WEST, 60.13 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 63°12'28" AND AN ARC DISTANCE OF 253.73 FEET; THENCE NORTH 49°04'32" WEST, 296.56 FEET; THENCE SOUTH 40°55'28" WEST, 261.15 FEET; THENCE SOUTH 61°39'54" WEST, 448.34 FEET; THENCE SOUTH 49°04'32" EAST, 124.54 FEET; THENCE SOUTH 40°55'28" WEST, 352.00 FEET; THENCE NORTH 49°04'32" WEST, 555.50 FEET; THENCE NORTH 40°55'28" EAST, 254.37 FEET; THENCE NORTH 63°07'25" EAST, 45.28 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 25°31'48" WEST WITH A RADIUS OF 532.00 FEET, A CENTRAL ANGLE OF 09°53'04" AND AN ARC DISTANCE OF 91.78 FEET; THENCE NORTH 15°38'44" WEST, 96.99 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 93°32'21" AND AN ARC DISTANCE OF 97.95 FEET; THENCE SOUTH 70°48'55" WEST, 326.13 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 22°52'38" AND AN ARC DISTANCE OF 37.93 FEET; THENCE NORTH 86°18'27" WEST, 50.50 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2 ALSO BEING A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF BOTTS ROAD AS NOW ESTABLISHED; THENCE NORTH 03°40'55" EAST ON SAID WESTERLY LINE AN SAID EXISTING EASTERLY RIGHT-OF-WAY LINE, 307.11 FEET TO THE POINT OF BEGINNING. CONTAINING 1,551,521 SQUARE FEET OR 35.62 ACRES, MORE OR LESS.

EXHIBIT "B"



RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

05/01/2024 8:35 AM

NON-STANDARD FEE: EXEMPT FEE: \$116.00 6 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0026235

Book: 217 Page: 25

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.