

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
10/15/2024 11:14 AM

NON-STANDARD FEE: EXEMPT FEE: \$66.00 7 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0070025

Book: 220 Page: 17

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

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RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
10/15/2024 11:14 AM

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



INSTRUMENT NUMBER / BOOK & PAGE

2024E0070026

Book: Page:
Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Exempt Document

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File #: 240084

ORDINANCE NO. 240084

Approving the plat of Blue River Commerce Center Fifth Plat, an addition in Jackson County, Missouri, on approximately 20 acres generally located at northeast corner of Troost Avenue and East Bannister Road within the Blue River Commerce Center Development, creating four lots and one tract for the purpose of an industrial development; accepting various easements; 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-2023-00030)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Blue River Commerce Center Fifth 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 Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Stormwater Detention 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 January 23, 2024.

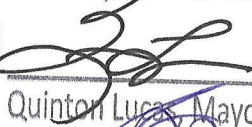
Approved as to form:



Eluard Alegre
Associate City Attorney



Authenticated as Passed


Quinton Lucas, Mayor
Marilyn Sanders, City Clerk

FEB 01 2024

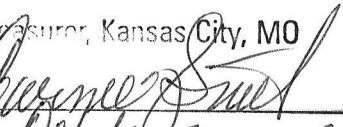
Date Passed

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

Date


October 7, 2024

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

10/15/2024 11:14 AM

NON-STANDARD FEE: \$25.00 FEE: \$21.00 2 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0070027

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

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SUBORDINATION OF DEED OF TRUST
(PARTIAL - CORPORATION)

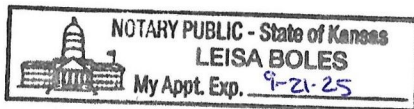
This Subordination of Deed of Trust Witnesseth, that FIRST NATIONAL BANK OF OMAHA, having a place of business in Johnson County, Kansas, as owner and holder of the note evidencing the debt secured by the DEED OF TRUST AND SECURITY AGREEMENT, executed by NP Bannister Building 4, LLC, a Missouri limited liability company dated May 8, 2024 and recorded May 10, 2024 in the office of the Recorder of Deeds for Jackson County, Missouri, as Instrument Number 2024E0029246 for value received does hereby subordinate the lien and effect of said Deed of Trust and Security Agreement to the easements and building lines and lot lines as shown on the property therein described on the plat of FINAL PLAT OF BLUE RIVER COMMERCE CENTER FIFTH PLAT, recorded as Document No. _____. Provided, however, that this subordination shall not prejudice the lien of said Deed of Trust on the remaining property therein described.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 16th day of August, 2024.

(SEAL)

By Brannen Riffel
Vice President

In the State of Kansas, County of Johnson, on this 16th day of August, 2024, before, the undersigned, a Notary Public, in and for said County and State, personally appeared Brannen Riffel, to me personally known, who being by me duly sworn did say that he/she is Vice President of the corporation named in the foregoing deed of release, and that the seal thereto affixed is the corporate seal of the corporation and that said deed of release was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Brannen Riffel acknowledged said instrument to be the free act and deed of said corporation. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.



Leisa Boles
Notary Public

My Commission expires 9-21-25.

Grantee Mailing Address: 3315 N OAK TRAFFICWAY
KANSAS CITY, MO 64116

10/15/2024 11:14 AM

NON-STANDARD FEE: \$25.00 FEE: \$48.00 11 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0070028

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
FINAL PLAT OF BLUE RIVER COMMERCE CENTER FIFTH PLAT**

THIS COVENANT made and entered into this ____ day of _____, 2024, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), NP Bannister Land Holdings, LLC, a Missouri limited liability company (**Developer and Owner**), and the Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo (**Owner**).

WHEREAS, Owner and Developer have an interest in certain real estate generally located at the northeast corner of E. Bannister Road and Troost Avenue in Kansas City, Jackson County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner and Developer intend to cause the Property to be platted as Final Plat of Blue River Commerce Center Fifth Plat (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner and Developer intend to subdivide the Property and create pursuant to the Plat Lots 6-9 and Tract C as shown on Exhibit "B" attached hereto.

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

WHEREAS, The Facilities, located on Tract C of the plat and Tract B of Blue River Commerce Center 3rd Plat, owned by Owner, as shown on Exhibit "C" attached hereto, 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, Developer 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 the proper operation, preservation, and maintenance of The Facilities are necessary to serve the development;

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

Sec. 1. Owner at their sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair, and replacement, if necessary, of The Facilities located on Tracts "B" and "C."
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for The Facilities located on Tracts "B" and "C."
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and 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 “B” and “C” to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tracts “B” and “C” pursuant to the approved plan on file in the office of the Director of City Planning and Development and identified as File No 2022-135.
- 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 “B” and “C” in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner and Developer fail to maintain same. In the event that the City does provide maintenance for The Facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owners of Tracts “B” and “C”, and/or the owner of Lots 6-9 served by the Facilities on Tracts “B” and “C”;
- b. Assess a lien on either the Tract “B” or “C” or on Lots 6-9 or both served by the Facilities on Tracts “B” and “C”;
- c. Maintain suit against the Developer and Owner, and/or the owner of Tracts “B” and “C” and/or owner of Lots 6-9 served by The Facilities on Tracts “B” and “C” for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify the Developer and Owner and/or the then-current owners of Tracts “B” and “C” and Lots 6-9 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Developer and Owner and/or the owners of Tracts “B” and “C” shall not use, nor attempt to use, the Property 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 and Developer shall remain liable under the terms of this Covenant unless and until Owner and Developer assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 5. To the extent allowed by law, in the event of a default under a loan agreement 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

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

Notices to the City shall be addressed to:

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

Notice to Developer and Owner shall be addressed to:

NP Bannister Land Holdings, LLC
3315 N Oak Trafficway
Kansas City, MO 64116
Attn: Nathaniel Hagedorn
Phone number: (816) 888-7641

Notice to the Owner shall be addressed to:

The Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, MO 64120
Attn: Jon Stephens, President & CEO
Phone number: (816) 559-3750

Sec. 7. This Covenant 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.

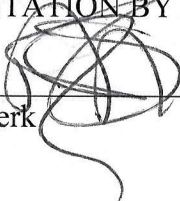
Sec. 9. This Covenant shall be construed and enforced in accordance with the laws of the State of Missouri.

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 and their respective successors, assigns and transferees.

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

ATTESTATION BY CITY CLERK:

City Clerk



KANSAS CITY, MISSOURI

By: Sam Buckley
Director of City Planning &
Development Department

Approved as to form:

Assistant City Attorney

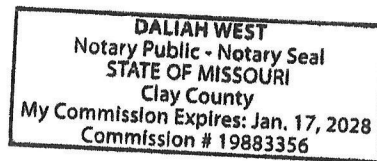
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 25 day of September, 2024, before me, the undersigned, a notary public in and for the county and state aforesaid, came Mario Vasquez, Director of City Planning & Development Department, 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.

Daliah West
Notary Public

My Commission Expires: January 17, 2028



DEVELOPER and OWNER

NP Bannister Land Holdings, LLC
3315 N Oak Trafficway
Kansas City, MO 64116
Attn: Nathaniel Hagedorn
Phone number: (816) 888-7641

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

NP Bannister Land Holdings, LLC, a Missouri limited liability company

By: NPD Management, LLC, its Manager

By: [Signature]
Nathaniel Hagedorn, Manager

Date: 9/9/24

Check one:

- Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company (no corporate seal)
- Political Subdivision

STATE OF MISSOURI)
) SS
COUNTY OF CLAY)

BE IT REMEMBERED, that on the 9th day of September, 2024, before me, the undersigned notary public in and for the county and state aforesaid, came Nathaniel Hagedorn, to me personally known, who being by me duly sworn did say that he is the Manager of NPD Management, LLC, Manager of NP Bannister Land Holdings, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members and acknowledged said instrument to be the free act and deed of said limited liability company.

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

[Signature]
Notary Public

My commission expires: 9-10-27

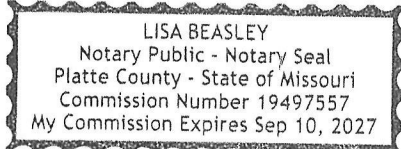


Exhibit A
Blue River Commerce Center Fifth Plat
Legal Description

Part of the Southeast Quarter of Section 21 and the Northeast Quarter of Section 28, Township 49 North, Range 33 West of the Fifth Principal Meridian in the City of Kansas City, Jackson County, Missouri, being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 4, BLUE RIVER COMMERCE CENTER THIRD PLAT, a subdivision in the City of Kansas City, Jackson County, Missouri;

Thence South 90°00'00" East, along the North line of said Lot 4, a distance of 476.55 feet to the true POINT OF BEGINNING;

Thence North 10°18'23" West, a distance of 466.72 feet;

Thence South 58°20'37" West, a distance of 11.25 feet to a point on the North line of Tract B, said BLUE RIVER COMMERCE CENTER THIRD PLAT;

Thence North 85°43'36" West, along said North line, a distance of 265.74 feet;

Thence North 78°10'38" East, a distance of 143.58 feet;

Thence North 46°44'22" East, a distance of 58.31 feet;

Thence North 37°09'34" East, a distance of 114.07 feet;

Thence North 86°56'17" East, a distance of 162.05 feet;

Thence North 50°50'10" East, a distance of 430.57 feet;

Thence North 32°33'01" East, a distance of 231.33 feet to a point of cusp on the West right of way line of Missouri Pacific Railroad, as now established, on a curve concave to the East having a radius of 942.92 feet and a central angle of 18°00'58" and being subtended by a chord which bears South 05°09'44" East 295.27 feet;

Thence Southerly along said West right of way line and said curve, a distance of 296.49 feet;

Thence South 14°10'13" East, continuing along said West right of way line, tangent to said curve, a distance of 756.80 feet to the beginning of a curve tangent to said line;

Thence Southerly, continuing along said West right of way line, a distance of 167.68 feet along the curve concave to the West, having a radius of 1891.40 feet and a central angle of 05°04'46";

Thence South 04°52'59" West, a distance of 242.32 feet;

Thence South 11°14'34" West, a distance of 125.03 feet;

Thence South 17°36'09" West, a distance of 104.27 feet to the beginning of a curve tangent to said line;

Thence Southerly a distance of 141.17 feet along the curve concave to the Northwest, having a radius of 533.69 feet and a central angle of 15°09'20";

Thence South 32°45'29" West tangent to said curve, a distance of 101.72 feet to the beginning of a curve tangent to said line;

Thence Southwesterly a distance of 246.21 feet along the curve concave to the Northwest, having a radius of 448.48 feet and a central angle of 31°27'16" to a point of cusp on the East line of said Lot 4;

Thence North 00°00'00" East, along said East line, a distance of 705.62 feet to the beginning of a curve tangent to said line;

Thence Northerly, continuing along said East line, a distance of 145.54 feet along the curve concave to the West, having a radius of 215.00 feet and a central angle of 38°47'04";

Thence North 43°36'46" West, continuing along said East line, a distance of 110.94 feet to the Northeast corner of said Lot 4;

Thence North 90°00'00" West, along the North line of said Lot 4, a distance of 262.12 feet to the true POINT OF BEGINNING.

Containing 850,473 square feet or 19.52 acres more or less.

Note: The bearings referenced in this description are based on Missouri State Plane Grid North. All distances and bearings herein are as surveyed and described by Jed A.M. Baughman, Missouri PLS 2014020708 on November 28, 2023.

BLUE RIVER COMMERCE CENTER FIFTH PLAT

A Subdivision in the South Half of Section 21 and
the North Half of Section 28, Township 48 North, Range 33 West
Kansas City, Jackson County, Missouri

PLAT DEDICATION:

The undersigned owners of the above described tract of land have caused the same to be subdivided in the manner as herein set forth, which subdivision and plat shall hereafter be known as BLUE RIVER COMMERCE CENTER FIFTH PLAT.

IN WITNESS WHEREOF:

NP Banner Land Holdings, LLC, a Missouri limited liability company, has caused these plats to be executed this

_____ day of _____, 2024.

NP Banner Land Holdings, LLC, a Missouri limited liability company,
By: NFD Management, LLC, its manager

Richard Hopwood, Manager

State of Missouri SS

Be it remembered that on this _____ day of _____, 2024, before me, the undersigned, a notary public in and for the county and State of Missouri, the Manager of NP Banner Land Holdings, LLC, Manager of NFD Management, LLC, and the Manager of NFD Management, LLC, all of whom are known to me to be the true and lawful owners of the premises herein described, acknowledged said instrument to be the free and lawful act and deed of said limited liability company.

I have believed the foregoing to be true and correct and I have signed these public records in testimony whereof.

My commission expires: _____

Notary Public

JMC

Notary Authority of Kansas City, Missouri - a political subdivision of the state of Missouri, has caused these plats to be executed this

_____ day of _____, 2024.

Notary Authority of Kansas City, Missouri

Jon D. Stephens, President and CEO

State of Missouri SS

Be it remembered that on this _____ day of _____, 2024, before me, the undersigned, a notary public in and for the county and State of Missouri, the President and CEO of NP Banner Land Holdings, LLC, and the President and CEO of NFD Management, LLC, all of whom are known to me to be the true and lawful owners of the premises herein described, acknowledged said instrument to be the free and lawful act and deed of said limited liability company.

I have believed the foregoing to be true and correct and I have signed these public records in testimony whereof.

My commission expires: _____

Notary Public

CITY PLAN COMMISSION PUBLIC WORKS

Approved Date: January 30, 2024

Case Number: CLD-FPH-2023-06030

COUNCIL:

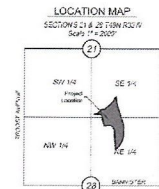
This is to certify that the within plat was duly submitted and approved by the Council of Kansas City, Missouri, by Ordinance No. 214034 on this date and is a valid plat as of this date of February, 2024.

Mayor

City Clerk

COUNTY RECORDING INFORMATION

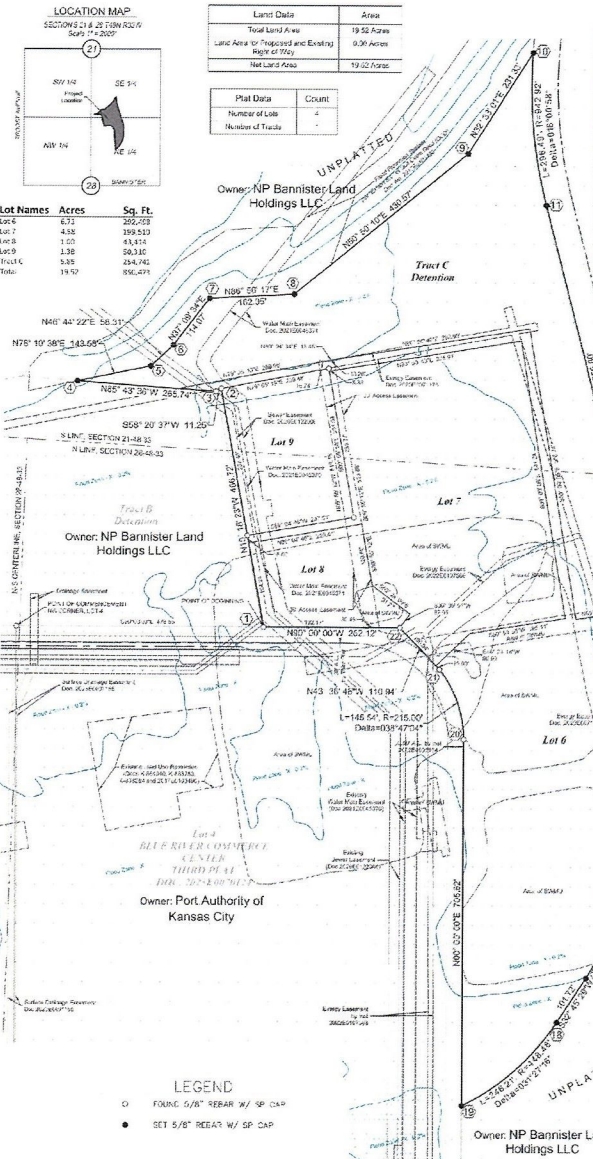
Plat Expiration:	See the Plat Cover Recording Sheet
Blue River Commerce Center Fifth Plat	
Plat Open to Public Dedication:	
State:	
Recorder:	
Title:	



Land Data	Area
Total Land Area	19.52 Acres
Land Area to be Platted and Existing City of MO	0.90 Acres
Net Land Area	19.02 Acres

Plat Data	Count
Number of Lots	4
Number of Tracts	1

Lot Names	Acres	Sq. Ft.
Lot 6	6.71	292,259
Lot 7	4.58	199,529
Lot 8	1.50	65,414
Lot 9	2.20	95,382
Tract C	5.55	242,742
Total:	19.92	856,474



COORDINATE TABLE

4210286.00 NAD 83
14065.00000 NAD 83

Point	NAD 83 X	NAD 83 Y
1	14065.00000	4210286.00000
2	14065.00000	4210286.00000
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19	14065.00000	4210286.00000
20	14065.00000	4210286.00000
21	14065.00000	4210286.00000
22	14065.00000	4210286.00000

ASSUMPTIONS:

All actions herein are in accordance with the provisions of the Missouri Revised Statutes, Chapter 167, Section 167.010, and the provisions of the Missouri Revised Statutes, Chapter 167, Section 167.010, and the provisions of the Missouri Revised Statutes, Chapter 167, Section 167.010.

FLOODPLAIN:

The subject property is located in the Floodplain of the Missouri River. The Floodplain is defined by the Missouri River Floodplain Commission. The Floodplain is defined by the Missouri River Floodplain Commission. The Floodplain is defined by the Missouri River Floodplain Commission.

RIGHT OF ENTRANCE:

The right of entrance to the subject property is reserved to the City of Kansas City, Missouri. The right of entrance is reserved to the City of Kansas City, Missouri. The right of entrance is reserved to the City of Kansas City, Missouri.

MAINTENANCE OF TRACTS:

The City of Kansas City, Missouri, shall be responsible for the maintenance of the subject property. The City of Kansas City, Missouri, shall be responsible for the maintenance of the subject property. The City of Kansas City, Missouri, shall be responsible for the maintenance of the subject property.

MAINTENANCE OF TRACTS:

The City of Kansas City, Missouri, shall be responsible for the maintenance of the subject property. The City of Kansas City, Missouri, shall be responsible for the maintenance of the subject property. The City of Kansas City, Missouri, shall be responsible for the maintenance of the subject property.

RESTRICTED ACCESS:

The subject property is located in the Floodplain of the Missouri River. The Floodplain is defined by the Missouri River Floodplain Commission. The Floodplain is defined by the Missouri River Floodplain Commission. The Floodplain is defined by the Missouri River Floodplain Commission.

Developer:

NP Banner Land Holdings, LLC
3335 Fairway Boulevard
Kansas City, MO 64118

Owner:

The Port Authority of Kansas City, Missouri
110 Broadway Plaza
Kansas City, MO 64118

Legal Description of Land Surveyed:

Part of the South East Quarter of Section 21 and the Northeast Quarter of Section 28, Township 48 North, Range 33 West of the 6th Principal Meridian in the City of Kansas City, Jackson County, Missouri, being more particularly described as follows:

COMMENCEMENT at the Northwest Corner of Lot 4, BLUE RIVER COMMERCE CENTER THIRD PLAT, a subdivision in the City of Kansas City, Jackson County, Missouri, and being more particularly described as follows:

Thence North 14° 02' 00" West, a distance of 499.22 feet to the South East Corner of Lot 4, BLUE RIVER COMMERCE CENTER THIRD PLAT.

Thence North 89° 13' 00" West, along an old right-of-way easement of 267.74 feet.

Thence North 76° 10' 00" East, a distance of 163.00 feet.

Thence North 46° 43' 00" East, a distance of 95.33 feet.

Thence North 37° 05' 00" East, a distance of 114.07 feet.

Thence North 36° 46' 15" East, a distance of 102.05 feet.

Thence North 34° 07' 00" East, a distance of 48.52 feet.

Thence North 32° 00' 00" East, a distance of 231.22 feet to a point of curve on the West right-of-way line of Missouri Pacific Railroad, as now established, on a curve concave to the East having a radius of 342.02 feet and a central angle of 18° 07' 00" and being subtended by a chord which bears South 68° 29' 00" East 255.27 feet.

Thence South 16° 07' 00" West, a distance of 124.00 feet.

Thence South 14° 02' 00" West, a distance of 124.00 feet.

Thence South 12° 00' 00" West, a distance of 124.00 feet.

Thence South 10° 00' 00" West, a distance of 124.00 feet.

Thence South 8° 00' 00" West, a distance of 124.00 feet.

Thence South 6° 00' 00" West, a distance of 124.00 feet.

Thence South 4° 00' 00" West, a distance of 124.00 feet.

Thence South 2° 00' 00" West, a distance of 124.00 feet.

Thence South 0° 00' 00" West, a distance of 124.00 feet.

Thence North 14° 02' 00" West, a distance of 499.22 feet to the beginning of curve.

Survey Notes:

- This survey is based on the following plat records:
 - ATA Survey by Charles Davidson, D 5019
 - Blue River Commerce Center First Plat
 - Blue River Commerce Center Second Plat
 - Blue River Commerce Center Third Plat
- Books of Records: See Book Missouri West Zone, M.E. State Plans, NAD 83
- Curve Tables are derived from official DPT publications for utility property corners, consistent with the Primary control points were established using the NGS and DPT application to average stations from CDGS State Historic Datasets, CDARTS and CDARTS.
- The work and use of the above plat records is the subject of the plat dedication in First Acquisition File Insurance Company File No. NCS - 22-618ACTV-23 an effective date of May 15, 2024 at 8:00 a.m.
- For this purpose of survey operations, this property was classified as "Urban".
- Areas of unexcavated basements, utility vaults, and other structures were identified by the City of Kansas City, Missouri regarding hazardous waste and hazardous chemicals, recorded as Document No. 23061068598.

Surveyors Certification:

I hereby certify that the plat of BLUE RIVER COMMERCE CENTER FIFTH PLAT, a subdivision as shown on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current Missouri Standards for Professional Surveyors and that said survey meets or exceeds the Missouri Standards for Professional Surveyors and that said survey meets or exceeds the Missouri Standards for Professional Surveyors and that said survey meets or exceeds the Missouri Standards for Professional Surveyors.

Red A.J. Baigman, PLS
Professional Seal No. 19792
Number 201-4229750 - State of Missouri

Blue River Commerce Center Fifth Plat

FINAL PLAT
BLUE RIVER COMMERCE CENTER
FIFTH PLAT
KANSAS CITY, JACKSON COUNTY, MO

SHEET #:
001
OF 001

Blue River Commerce Center Fifth Plat
Exhibit B

