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Recorded in Platte County, Missouri

Recording Date/Time: 08/28/2015 at 03:57:37 PM

Instr Number: 2015011639

Book: 1249 Page: 306

Type: DE ORD

Pages: 3

Fee: \$27.00 E



KC



Grantor: KANSAS CITY CITY OF

Grantee: KCI AUTO AUCTION PLAT 3

Gloria Boyer,
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

EXEMPT DOCUMENT

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

Gloria Boyer
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

This Page is Part Of The Document – Do Not Detach

ORDINANCE NO. 140167

Approving the plat of KCI Auto Auction, Plat 3, an addition in Platte County, Missouri; accepting various easements; establishing grades on public ways; authorizing the Director of City Development to execute and/or accept certain agreements; and authorizing the City Clerk to record this ordinance and attached documents. (SD1290C)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of KCI Auto Auction, Plat 3, a subdivision in Platte County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

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

Section 3. That the grades of the streets and other public ways set out on the plat, herein accepted are hereby established at the top of curb, locating and defining the grade points which shall be connected by true planes or vertical curves between such adjacent grade points, the elevations of which are therein given, in feet above the City Directrix.

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

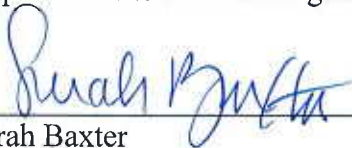
ORDINANCE NO. 140167

Section 5. That the Director of City Development is hereby authorized to execute and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public property dedicated on the plat.

Section 6. That the City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the plat has been released for recording, in the Office of the Recorder of Deeds of Platte County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly endorsed its approval of this Ordinance hereon.

Approved as to form and legality:



Sarah Baxter
Assistant City Attorney

This is to certify that General Taxes for 20 14, 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 

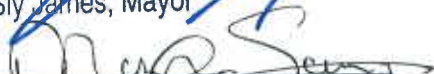
Dated, March 4, 20 15



Authenticated as Passed



Sly James, Mayor



Marilyn Sanders, City Clerk
MAR 06 2014

Date Passed

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8

Recorded in Platte County, Missouri

Recording Date/Time: 08/28/2015 at 03:57:37 PM

Instr Number: 2015011641

Book: 1249 Page: 307

Type: DT SUB

Pages: 8

Fee: \$45.00



Grantor: KANSAS CITY POWER & LIGHT

Grantee: DMGD LLC



Gloria Boyer,
Recorder of Deeds

Recording Cover Sheet

Title of Document: Subordination of Easement and Relocation

Date of Document: August 22, 2014

Grantor: Kansas City Power & Light

Grantee: DMGD, LLC
CITY OF KANSAS CITY, MISSOURI

Grantee's Mailing Address:

City Clerk
City Hall, 414 East 12th Street, 25th Floor
Kansas City, Missouri 64106

Legal Description: A tract of land located in part of the north 70 acres of the northeast quarter of Section 25, Township 52 North, Range 34 West of the Fifth Principal Meridian, Kansas City, Platte County, Missouri, subject to and with the benefit of terms and provisions of the boundary line description agreement recorded in Book 343, Page 208 of the Platte County records, and being all of Lot 1, KCI Auto Auction, Plat 3, a subdivision in Kansas City, Platte County, Missouri

Reference Book/Page: Book 480, Page 779
Book 622, Page 307

**SUBORDINATION OF EASEMENT AND RELOCATION
AGREEMENT**

THIS INDENTURE, made this 22 day of AUGUST, 2014, between KANSAS CITY POWER & LIGHT (Grantor), GDDM, LLC, a Missouri limited liability company, DMGD, LLC, a Missouri limited liability company, (collectively the Developer), and the CITY OF KANSAS CITY, MISSOURI (Grantee).

WITNESSETH:

WHEREAS, KANSAS CITY POWER & LIGHT has certain easement rights, as described in the instrument recorded in the Recorder of Deeds Office of Platte County, Missouri, in Book 480, Page 779 and in Book 622, Page 307, parts of which are within the boundaries of a proposed street right-of-way to be known as NW 112th Street, said street right of way being dedicated as part of the plat of KCU auto Auction, Plat 3, a subdivision in Kansas City, Platte County, Missouri, whose property is legally described on the attached Exhibit A;

WHEREAS, Grantee desires to have dedicated for public use as a part of the NW 112th Street public improvements, a portion of said property included in said easements. The street to be dedicated within the easement area is to be known as NW 112th Street, as described in the exhibit labeled "Exhibit Drawing", a copy of which is attached hereto and made a part hereof, and as more particularly described as follows:

See attached Exhibit "A-1"

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

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

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

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

4. This agreement shall be effective only if executed by all parties and recorded on or before 3-16, 2016 [740 days after passage of final plat ordinance by City Council] in the Office of the Recorder of Deeds Platte County, Missouri; otherwise this agreement shall be null and void.

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

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

SIGNATURES ON FOLLOWING PAGES

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

KANSAS CITY POWER & LIGHT

By: 
Derek A. Ward, Supervisor Real Estate

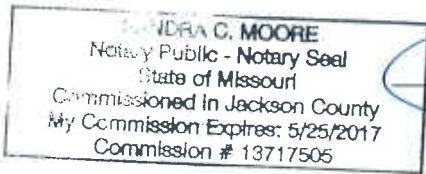
4400 E. Front Street
Kansas City, Missouri 64120
(816) 245-4022
(816) 245-3623

ACKNOWLEDGEMENT

State of Missouri)
) Ss:
County of Jackson

On this 27th day of February, 2014, before me personally appeared Derek A. Ward, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he was authorized to do so.

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




Sandra C. Moore
Notary Public 

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

Marilyn Sanders

City Clerk

By: Jeff Williams
PP

Director of City Planning and Development

Approved as to form:

Sarah Burkett
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 22nd day of August, 2014, 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.

Brittney Lacy
Notary Public

My Commission Expires: _____



DEVELOPER

GDDM, LLC and DMGD, LLC
 GB Auctions, Inc.
 2215 S. Hayford Rd.
 Spokane, WA 99224
 Attn: Jerome Rauen
 Telephone: 509-244-4500
 Facsimile: 509-244-8244

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

By: [Handwritten Signature]
 Robert McConkey, Jr.

Title: President of GDDM, LLC and DMGD, LLC

Date: 5.29.14

Check one:

Limited Liability Company
 (LLC)

Attach corporate seal if applicable

STATE OF WA)
) SS
 COUNTY OF Spokane)

BE IT REMEMBERED, that on the 29 day of May, 2014, before me, the undersigned notary public in and for the county and state aforesaid, came ROBERT J. MCCONKEY, JR., to me personally known, who being by me duly sworn did say that he is the President of GDDM, LLC and DMGD, LLC, and that said instrument was signed on behalf of said LLC by authority of its members and acknowledged said instrument to be the free act and deed of said LLC.

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

[Handwritten Signature]
 Notary Public
 My commission expires: 10.13.15

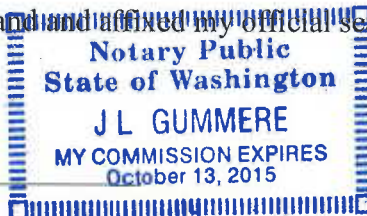
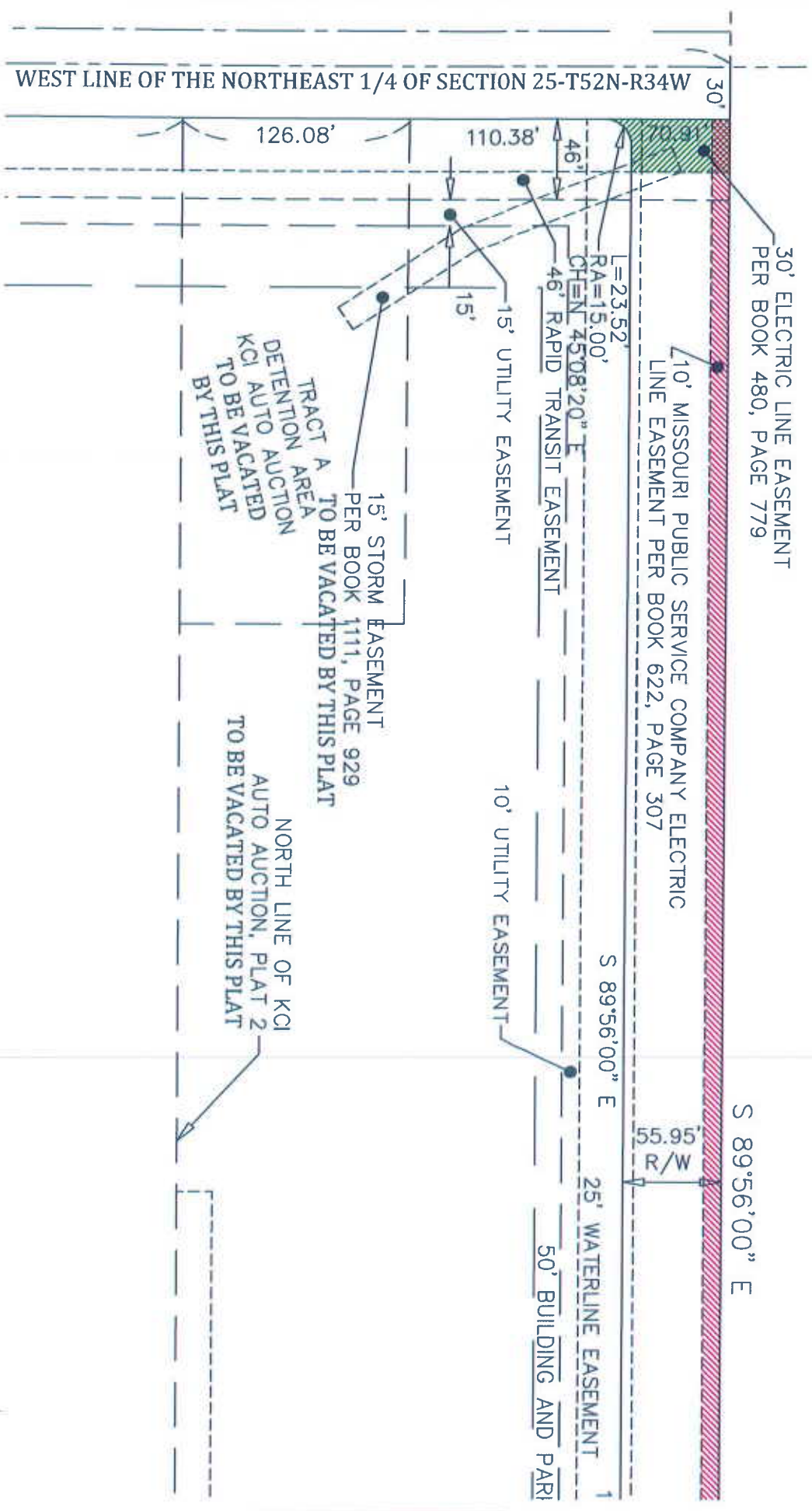


EXHIBIT "A"

A TRACT OF LAND LOCATED IN PART OF THE NORTH 70 ACRES OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 52 NORTH, RANGE 34 WEST OF THE FIFTH PRINCIPAL MERIDIAN, KANSAS CITY, PLATTE COUNTY, MISSOURI, SUBJECT TO AND WITH THE BENEFIT OF TERMS AND PROVISIONS OF THE BOUNDARY LINE DESCRIPTION AGREEMENT RECORDED IN BOOK 343, PAGE 208 OF THE PLATTE COUNTY RECORDS, AND BEING ALL OF TRACTS A AND B, KCI AUTO AUCTION, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI, AND BEING ALL OF LOT 1 AND TRACT C, KCI AUTO AUCTION, PLAT 2, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, NORTH 89°56'00" WEST, 1059.23 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A CURVE LENGTH OF 1005.97 FEET, AND A RADIUS OF 1147.00 FEET, WITH A CHORD BEARING OF SOUTH 46°49'19" EAST; THENCE SOUTH 21°41'47" EAST, 541.15 FEET TO A POINT LYING 165.00 FEET NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25, AS DESCRIBED BY THE BOUNDARY LINE DESCRIPTION AGREEMENT RECORDED IN BOOK 343, PAGE 208 OF THE PLATTE COUNTY RECORDS; THENCE NORTH 89°54'48" WEST ALONG SAID LINE, 165.00 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25, 2503.32 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH CONGRESS AVENUE, AS NOW ESTABLISHED, SAID POINT BEING 30.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°12'40" EAST, 1167.38 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, SAID POINT BEING 30.00 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, SOUTH 89°56'00" EAST, 1588.67 FEET TO THE POINT OF BEGINNING AND CONTAINS 59.05 ACRES, MORE OR LESS.



POWELL
AND ASSOCIATES, LLC

BOUNDARY AND CONSTRUCTION SURVEYING

901 NW Vesper Street | Blue Springs, MO 64015 | t: 816.228.7070 | f: 816.228.1545
3D Laser Scanning • Land Surveying • Hydrographic Surveying • Manning



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Recorded in Platte County, Missouri

Recording Date/Time: 08/28/2015 at 03:57:37 PM

Instr Number: 2015011642

Book: 1249 Page: 308

Type: DR DR

Pages: 2

Fee: \$27.00 S



KC



Grantor: UMB BANK NA

Grantee: DMGD LLC

Gloria Boyer,
Recorder of Deeds

Recording Cover Sheet

Title of Document: Deed of Release

Date of Document: August 26, 2013

Grantor: UMB Bank, n.a.

Grantee: DMGD, LLC
GDDM, LLC
CITY OF KANSAS CITY, MISSOURI

Grantee's Mailing Address:

City Clerk
City Hall, 414 East 12th Street, 25th Floor
Kansas City, Missouri 64106

Legal Description: A tract of land located in part of the north 70 acres of the northeast quarter of Section 25, Township 52 North, Range 34 West of the Fifth Principal Meridian, Kansas City, Platte County, Missouri, subject to and with the benefit of terms and provisions of the boundary line description agreement recorded in Book 343, Page 208 of the Platte County records, and being all of Lot 1, KCI Auto Auction, Plat 3, a subdivision in Kansas City, Platte County, Missouri

Reference Book/Page: Document No. 2010013502, BK 1164 PG. 917
Document No. 2010013529, BK 1164 PG. 944

DEED OF RELEASE
(PARTIAL - CORPORATION)

This Deed of Release Witnesseth, that UMB Bank, n.a., a corporation organized and existing under the laws of the State of Missouri, have/having its principal place of business in Jackson County, Missouri, owner and holder of the note evidencing the debt secured by the Deed of Trust executed by GDDM, LLC, a Missouri limited liability company and DMGD, LLC, a Missouri limited liability company, to Norman E. Fretwell, Trustee for UMB Bank, n.a., dated October 7, 2010 and recorded in the office of the Recorder of Deeds for Platte County, Missouri, on October 26, 2010 as Document No. 2010013502 and that First Amendment to Deed of Trust recorded in the office of the Recorder of Deeds for Platte County, Missouri on October 26, 2010 as Document No. 2010013529 (collectively referred to herein as the "Deed of Trust"), for value received does hereby release from the lien and effect of said Deed of Trust the following part of the property therein described, to-wit:

The streets as shown on the plat of KCI Auto Auction, Plat 3, a subdivision of land in Kansas City, Platte County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No. 2015011640, Book 21, Page 157.

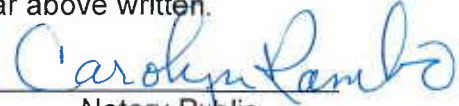
and the undersigned hereby subordinates the lien and effect of said Deed of Trust to the easements, lot lines and building lines as shown on said plat. Provided, however, that this partial release shall not prejudice the lien of Deed of Trust on the remaining property therein described.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 26th day of Aug, 2013.

(SEAL)

By: 
Paul Williamson, V.P.

In the State of Kansas, County of Johnson, on this 26th day of Aug, 2013, before, the undersigned, a Notary Public, in and to me personally known, who being by me duly sworn did say that he is Vice President of the corporation named in the foregoing deed of release, and that the seal thereto affixed is the corporate seal of the corporation and that said deed of release was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Paul Williamson, Vice President, 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.

My Commission expires: 12-10-2014 
Notary Public



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Recorded in Platte County, Missouri

Recording Date/Time: 08/28/2015 at 03:57:37 PM

Instr Number: 2015011643

Book: 1249 Page: 309

Type: DE COV

Pages: 9

Fee: \$48.00 S



KC



Gloria Boyer,
Recorder of Deeds

Grantor: DMGD LLC

Grantee: DMGD LLC

Recording Cover Sheet

Title of Document: Covenant to Maintain Storm Water Detention
Plat of KCI Auto Auction, Plat 3
Tract B

Date of Document: August 26, 2014

Grantor: DMGD, LLC
GDDM, LLC
CITY OF KANSAS CITY, MISSOURI

Grantee: DMGD, LLC
GDDM, LLC
CITY OF KANSAS CITY, MISSOURI

Grantee's Mailing Address:

City Clerk
City Hall, 414 East 12th Street, 25th Floor
Kansas City, Missouri 64106

Legal Description: A tract of land located in part of the north 70 acres of the northeast quarter of Section 25, Township 52 North, Range 34 West of the Fifth Principal Meridian, Kansas City, Platte County, Missouri, subject to and with the benefit of terms and provisions of the boundary line description agreement recorded in Book 343, Page 208 of the Platte County records, and being all of Lot 1, KCI Auto Auction, Plat 3, a subdivision in Kansas City, Platte County, Missouri

Reference Book/Page: Document No. 6646 in Book 1122 at Page 356

This Cover Sheet is intended to comply with the statutory requirements on recorded documents and shall not be deemed to be part of the attached document.

**COVENANT TO MAINTAIN STORM WATER DETENTION
PLAT OF KCI AUTO AUCTION, PLAT 3
TRACT B**

THIS COVENANT made and entered into this 26 day of AUGUST, 2014, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of DMGD, LLC, a Missouri limited liability company, and GDDM, LLC, a Missouri limited liability company, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the southeast corner of N. Congress Avenue and NW 112th Street in Kansas City, of Platte County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of KCI Auto Auction, Plat 3, (**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 1 and Tracts B and C as shown on Exhibit "B" attached hereto; and

WHEREAS, Owner intends to eliminate Tract A pursuant to the Plat, which Tract A was created pursuant to the plat of *KCI Auto Auction* and which Owner has obligations to maintain pursuant to the plat of KCI Auto Auction and pursuant to that Covenant to Maintain Storm Water Detention Facility, recorded in the office of the Recorder of Deeds for Platte County, Missouri on May 7, 2008 as Document No. 6646 in Book 1122 at Page 356, whereby the enlarged Tract C in the Plat will replace Tract A to provide storm water management control and water quality Best Management Practice facilities for that portion of the Property; and

WHEREAS, the improvement proposed by Owner on the Property warrant storm water management control facilities (The Facilities); and

WHEREAS, The Facilities, located on Tract 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 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 Tract B.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for The Facilities located on Tract 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 Tract B to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract B pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2006-124.
- 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 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 Tract B and/or the owners of Lot 1 served by the Facility on Tract B;
- b. Assess a lien on either Tract B or on the Lot 1 or all served by the Facility on Tract B;
- c. Maintain suit against Owner, and/or the owner of Tract B and/or the owners of Lot 1 served by The Facilities on Tract 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 Tract B 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 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:
GDDM, LLC and DMGD, LLC
GB Auctions, Inc.
2215 S. Hayford Rd.
Spokane, WA 99224
Attn: Jerome Rauen
Telephone: 509-244-4500
Facsimile: 509-244-8244

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

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

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

Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Platte County, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

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

OWNER
GDDM, LLC and DMGD, LLC
GB Auctions, Inc.
2215 S. Hayford Rd.
Spokane, WA 99224
Attn: Jerome Rauen
Telephone: 509-244-4500
Facsimile: 509-244-8244

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

By: [Signature]
Robert McConkey, Jr.

Title: President of GDDM, LLC and DMGD, LLC

Date: 5.29.14

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

Attach corporate seal if applicable

STATE OF WA)
COUNTY OF Spokane) SS

BE IT REMEMBERED, that on the 29 day of May, 2014, before me, the undersigned notary public in and for the county and state aforesaid, came **ROBERT J. MCCONKEY, JR.**, to me personally known, who being by me duly sworn did say that he is the President of GDDM, LLC and DMGD, LLC, and that said instrument was signed on behalf of said LLC by authority of its members and acknowledged said instrument to be the free act and deed of said LLC.

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: 10.13.15

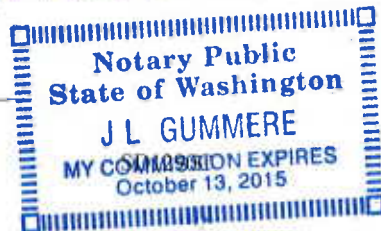


EXHIBIT "A"

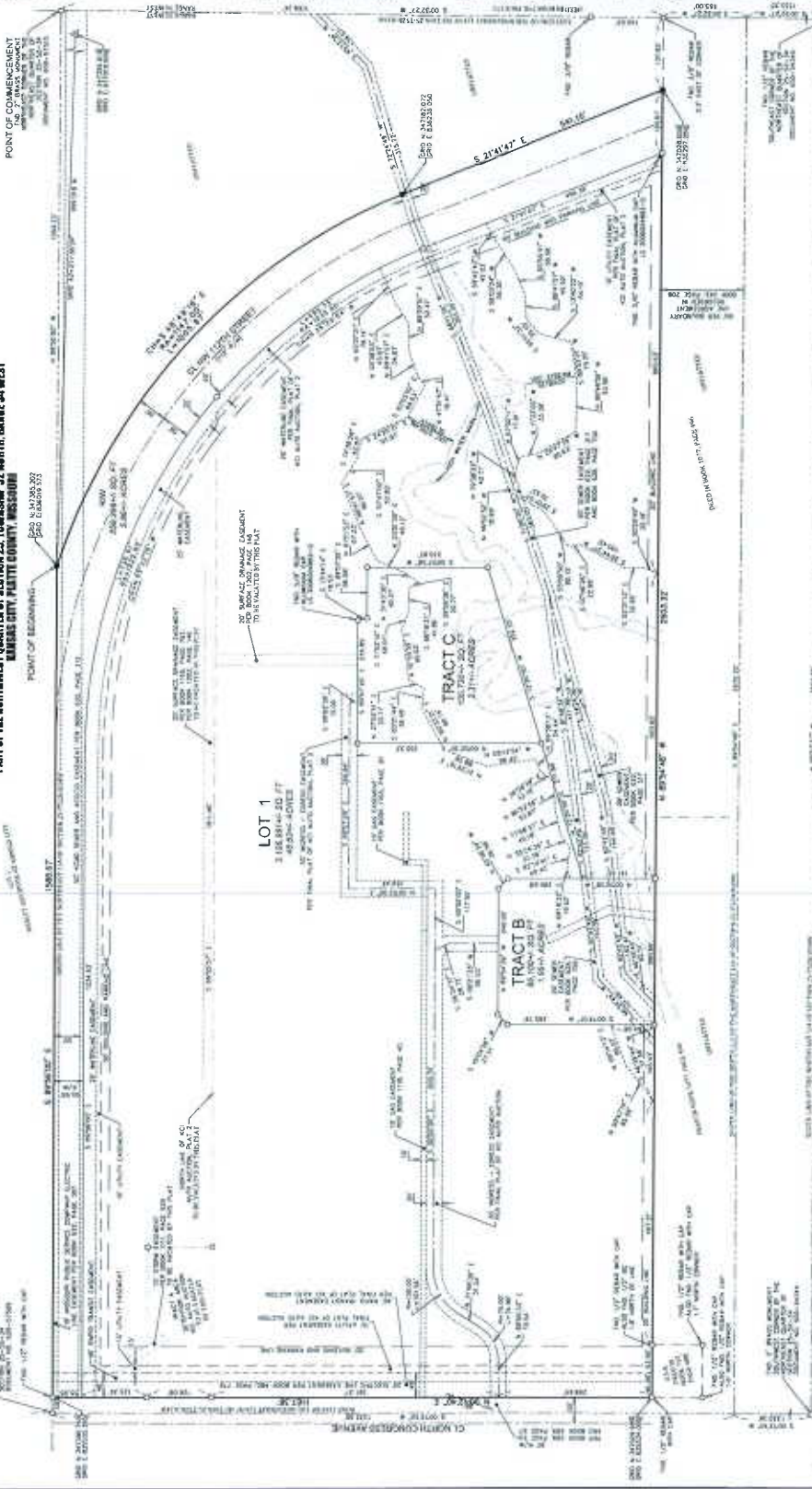
A TRACT OF LAND LOCATED IN PART OF THE NORTH 70 ACRES OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 52 NORTH, RANGE 34 WEST OF THE FIFTH PRINCIPAL MERIDIAN, KANSAS CITY, PLATTE COUNTY, MISSOURI, SUBJECT TO AND WITH THE BENEFIT OF TERMS AND PROVISIONS OF THE BOUNDARY LINE DESCRIPTION AGREEMENT RECORDED IN BOOK 343, PAGE 208 OF THE PLATTE COUNTY RECORDS, AND BEING ALL OF TRACTS A AND B, KCI AUTO AUCTION, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI, AND BEING ALL OF LOT 1 AND TRACT C, KCI AUTO AUCTION, PLAT 2, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, NORTH 89°56'00" WEST, 1059.23 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A CURVE LENGTH OF 1005.97 FEET, AND A RADIUS OF 1147.00 FEET, WITH A CHORD BEARING OF SOUTH 46°49'19" EAST; THENCE SOUTH 21°41'47" EAST, 541.15 FEET TO A POINT LYING 165.00 FEET NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25, AS DESCRIBED BY THE BOUNDARY LINE DESCRIPTION AGREEMENT RECORDED IN BOOK 343, PAGE 208 OF THE PLATTE COUNTY RECORDS; THENCE NORTH 89°54'48" WEST ALONG SAID LINE, 165.00 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25, 2503.32 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH CONGRESS AVENUE, AS NOW ESTABLISHED, SAID POINT BEING 30.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°12'40" EAST, 1167.38 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, SAID POINT BEING 30.00 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, SOUTH 89°56'00" EAST, 1588.67 FEET TO THE POINT OF BEGINNING AND CONTAINS 59.05 ACRES, MORE OR LESS.

EXHIBIT "B"

**PLAT 3
KCI AUTO AUCTION, PLAT 3
A REPLY OF TRACTS A AND B, KCI AUTO AUCTION
AND LOT 1 AND TRACT C, KCI AUTO AUCTION, PLAT 2
PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 32 NORTH, RANGE 34 WEST
BARBERS CITY, PLATTE COUNTY, MISSOURI**



EASEMENTS DEDICATION:
ALL EASEMENTS GRANTED TO BARBERS CITY, MISSOURI, FOR THE PURPOSE OF LOCATING, CONSTRUCTING, MAINTAINING, OPERATING, AND IMPROVING THE PUBLIC UTILITY SYSTEMS OF THE CITY OF BARBERS CITY, MISSOURI, INCLUDING BUT NOT LIMITED TO THE UNDERGROUND WATER MAINS, SURFACE DRAINAGE, AND OTHER UTILITIES, ARE HEREBY DEDICATED TO THE CITY OF BARBERS CITY, MISSOURI, AND THE CITY OF BARBERS CITY, MISSOURI, SHALL HAVE THE RIGHT TO USE AND ENJOY THE SAME FOR THE PURPOSES INTENDED. THE CITY OF BARBERS CITY, MISSOURI, SHALL HAVE THE RIGHT TO REVOKE OR MODIFY ANY SUCH EASEMENT AT ANY TIME, AND THE CITY OF BARBERS CITY, MISSOURI, SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ANY SUCH EASEMENT. THE CITY OF BARBERS CITY, MISSOURI, SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ANY SUCH EASEMENT. THE CITY OF BARBERS CITY, MISSOURI, SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ANY SUCH EASEMENT.

BUILDING LINES:
THE BUILDING LINES FOR THE PROPOSED DEVELOPMENT SHALL BE AS SHOWN ON THE PLAT. THE BUILDING LINES SHALL BE SET BACK FROM THE ADJACENT PROPERTIES AS SHOWN ON THE PLAT. THE BUILDING LINES SHALL BE SET BACK FROM THE ADJACENT PROPERTIES AS SHOWN ON THE PLAT.

RIGHT OF ENTRANCE:
THE RIGHT OF ENTRANCE TO THE PROPOSED DEVELOPMENT SHALL BE AS SHOWN ON THE PLAT. THE RIGHT OF ENTRANCE SHALL BE SET BACK FROM THE ADJACENT PROPERTIES AS SHOWN ON THE PLAT. THE RIGHT OF ENTRANCE SHALL BE SET BACK FROM THE ADJACENT PROPERTIES AS SHOWN ON THE PLAT.

MAINTENANCE OF TRACTS:
THE MAINTENANCE OF TRACTS A, B, AND C SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE TRACT. THE MAINTENANCE OF TRACTS A, B, AND C SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE TRACT. THE MAINTENANCE OF TRACTS A, B, AND C SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE TRACT.

CROSS ACCESS:
CROSS ACCESS SHALL BE AS SHOWN ON THE PLAT. CROSS ACCESS SHALL BE AS SHOWN ON THE PLAT. CROSS ACCESS SHALL BE AS SHOWN ON THE PLAT.

BUILDING HEIGHT LOCAL:
THE BUILDING HEIGHT LOCAL SHALL BE AS SHOWN ON THE PLAT. THE BUILDING HEIGHT LOCAL SHALL BE AS SHOWN ON THE PLAT. THE BUILDING HEIGHT LOCAL SHALL BE AS SHOWN ON THE PLAT.

DEDICATION:
ALL EASEMENTS GRANTED TO BARBERS CITY, MISSOURI, FOR THE PURPOSE OF LOCATING, CONSTRUCTING, MAINTAINING, OPERATING, AND IMPROVING THE PUBLIC UTILITY SYSTEMS OF THE CITY OF BARBERS CITY, MISSOURI, INCLUDING BUT NOT LIMITED TO THE UNDERGROUND WATER MAINS, SURFACE DRAINAGE, AND OTHER UTILITIES, ARE HEREBY DEDICATED TO THE CITY OF BARBERS CITY, MISSOURI, AND THE CITY OF BARBERS CITY, MISSOURI, SHALL HAVE THE RIGHT TO USE AND ENJOY THE SAME FOR THE PURPOSES INTENDED.

PLAT DESCRIPTION:
THE PLAT DESCRIBES THE KCI AUTO AUCTION, PLAT 3, A REPLY OF TRACTS A AND B, KCI AUTO AUCTION AND LOT 1 AND TRACT C, KCI AUTO AUCTION, PLAT 2, PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 32 NORTH, RANGE 34 WEST, BARBERS CITY, PLATTE COUNTY, MISSOURI. THE PLAT DESCRIBES THE KCI AUTO AUCTION, PLAT 3, A REPLY OF TRACTS A AND B, KCI AUTO AUCTION AND LOT 1 AND TRACT C, KCI AUTO AUCTION, PLAT 2, PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 32 NORTH, RANGE 34 WEST, BARBERS CITY, PLATTE COUNTY, MISSOURI.

CITY PLAN COMMISSION

DATE	APPROVED

COUNCIL

DATE	APPROVED

LEGEND

1	EXISTING LOT
2	EXISTING LOT
3	EXISTING LOT
4	EXISTING LOT
5	EXISTING LOT
6	EXISTING LOT
7	EXISTING LOT
8	EXISTING LOT
9	EXISTING LOT
10	EXISTING LOT

REFERENCE BEARING:

THE REFERENCE BEARING IS THE BEARING OF THE CENTER LINE OF SECTION 25, TOWNSHIP 32 NORTH, RANGE 34 WEST, PLATTE COUNTY, MISSOURI, AS SHOWN ON THE PLAT.

FLOOD INFORMATION:

THE FLOOD INFORMATION IS AS SHOWN ON THE PLAT. THE FLOOD INFORMATION IS AS SHOWN ON THE PLAT. THE FLOOD INFORMATION IS AS SHOWN ON THE PLAT.

POWELL AND ASSOCIATES, LLC

REGISTERED PROFESSIONAL ENGINEER

1000 N. GARDNER ST., SUITE 100, BARBERS CITY, MO 64609

TEL: 816.338.1111 FAX: 816.338.1112

POWELL AND ASSOCIATES, LLC

REGISTERED PROFESSIONAL ENGINEER

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TEL: 816.338.1111 FAX: 816.338.1112

PLAT INFORMATION

PLAT NO.	PLAT DATE	PLAT AREA	PLAT TYPE

PLAT INFORMATION

PLAT NO.	PLAT DATE	PLAT AREA	PLAT TYPE

PLAT INFORMATION

PLAT NO.	PLAT DATE	PLAT AREA	PLAT TYPE

PLAT INFORMATION

PLAT NO.	PLAT DATE	PLAT AREA	PLAT TYPE

PLAT INFORMATION

PLAT NO.	PLAT DATE	PLAT AREA	PLAT TYPE

PLAT INFORMATION

PLAT NO.	PLAT DATE	PLAT AREA	PLAT TYPE

PLAT INFORMATION

PLAT NO.	PLAT DATE	PLAT AREA	PLAT TYPE

PLAT INFORMATION

PLAT NO.	PLAT DATE	PLAT AREA	PLAT TYPE

PLAT INFORMATION

PLAT NO.	PLAT DATE	PLAT AREA	PLAT TYPE

PLAT INFORMATION

PLAT NO.	PLAT DATE	PLAT AREA	PLAT TYPE

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Recorded in Platte County, Missouri

Recording Date/Time: 08/28/2015 at 03:57:37 PM

Instr Number: 2015011644

Book: 1249 Page: 310

Type: DE COV

Pages: 9

Fee: \$48.00 S



Grantor: DMGD LLC

Grantee: DMGD LLC

KC



Gloria Boyer,
Recorder of Deeds

Recording Cover Sheet

Title of Document: Covenant to Maintain Storm Water Detention
Plat of KCI Auto Auction, Plat 3
Tract C

Date of Document: August 15, 2014

Grantor: DMGD, LLC
GDDM, LLC
CITY OF KANSAS CITY, MISSOURI

Grantee: DMGD, LLC
GDDM, LLC
CITY OF KANSAS CITY, MISSOURI

Grantee's Mailing Address:

City Clerk
City Hall, 414 East 12th Street, 25th Floor
Kansas City, Missouri 64106

Legal Description: A tract of land located in part of the north 70 acres of the northeast quarter of Section 25, Township 52 North, Range 34 West of the Fifth Principal Meridian, Kansas City, Platte County, Missouri, subject to and with the benefit of terms and provisions of the boundary line description agreement recorded in Book 343, Page 208 of the Platte County records, and being all of Lot 1, KCI Auto Auction, Plat 3, a subdivision in Kansas City, Platte County, Missouri

Reference Book/Page: Document No. 6646 in Book 1122 at Page 356

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF KCI AUTO AUCTION, PLAT 3
TRACT C**

THIS COVENANT made and entered into this 15 day of AUGUST, 2014, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of DMGD, LLC, a Missouri limited liability company, and GDDM, LLC, a Missouri limited liability company, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the southeast corner of N. Congress Avenue and NW 112th Street in Kansas City, of Platte County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of KCI Auto Auction, Plat 3, (**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 1 and Tracts B and C as shown on Exhibit "B" attached hereto; and

WHEREAS, Owner intends to eliminate Tract A pursuant to the Plat, which Tract A was created pursuant to the plat of *KCI Auto Auction* and which Owner has obligations to maintain pursuant to the plat of KCI Auto Auction and pursuant to that Covenant to Maintain Storm Water Detention Facility, recorded in the office of the Recorder of Deeds for Platte County, Missouri on May 7, 2008 as Document No. 6646 in Book 1122 at Page 356, whereby the enlarged Tract C in the Plat will replace Tract A as the storm water detention facility to manage the storm water for that portion of the Property; and

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 C within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City and Owner agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

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

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

Sec. 1. Owner at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on Tract C.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for The Facilities located on Tract C.
- 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 C to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract C pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2013-055A.
- 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 C 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 C and/or the owners of Lot 1 served by the Facility on Tract C;
- b. Assess a lien on either Tract C or on the Lot 1 or all served by the Facility on Tract C;
- c. Maintain suit against Owner, and/or the owner of Tract C and/or the owners of Lot 1 served by The Facilities on Tract C 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 C 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 C shall not use, nor attempt to use, in any manner which would interfere with the operation of The Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build, thereon or thereover, any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

Sec. 4. This covenant shall run with the land legally described in Exhibit "A." Owner shall remain liable under the terms of this Covenant unless and until Owner assigns its rights and obligations to a third party and such assignment is accepted by the City.

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

Sec. 6. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this Agreement has given ten (10) days notice of a change of person and address for purposes of notice under this Agreement to the other party in writing, notices shall be directed to the following:

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

Notices to Owner shall be addressed to:
 GDDM, LLC and DMGD, LLC
 GB Auctions, Inc.
 2215 S. Hayford Rd.
 Spokane, WA 99224
 Attn: Jerome Rauen
 Telephone: 509-244-4500
 Facsimile: 509-244-8244

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

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

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

Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Platte County, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

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

ATTESTATION BY CITY CLERK:

Megan Sanders
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 15th day of August, 2014, before me, the undersigned, a notary public in and for the county and state aforesaid, came Robert Langenkamp, 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: _____



EXHIBIT "A"

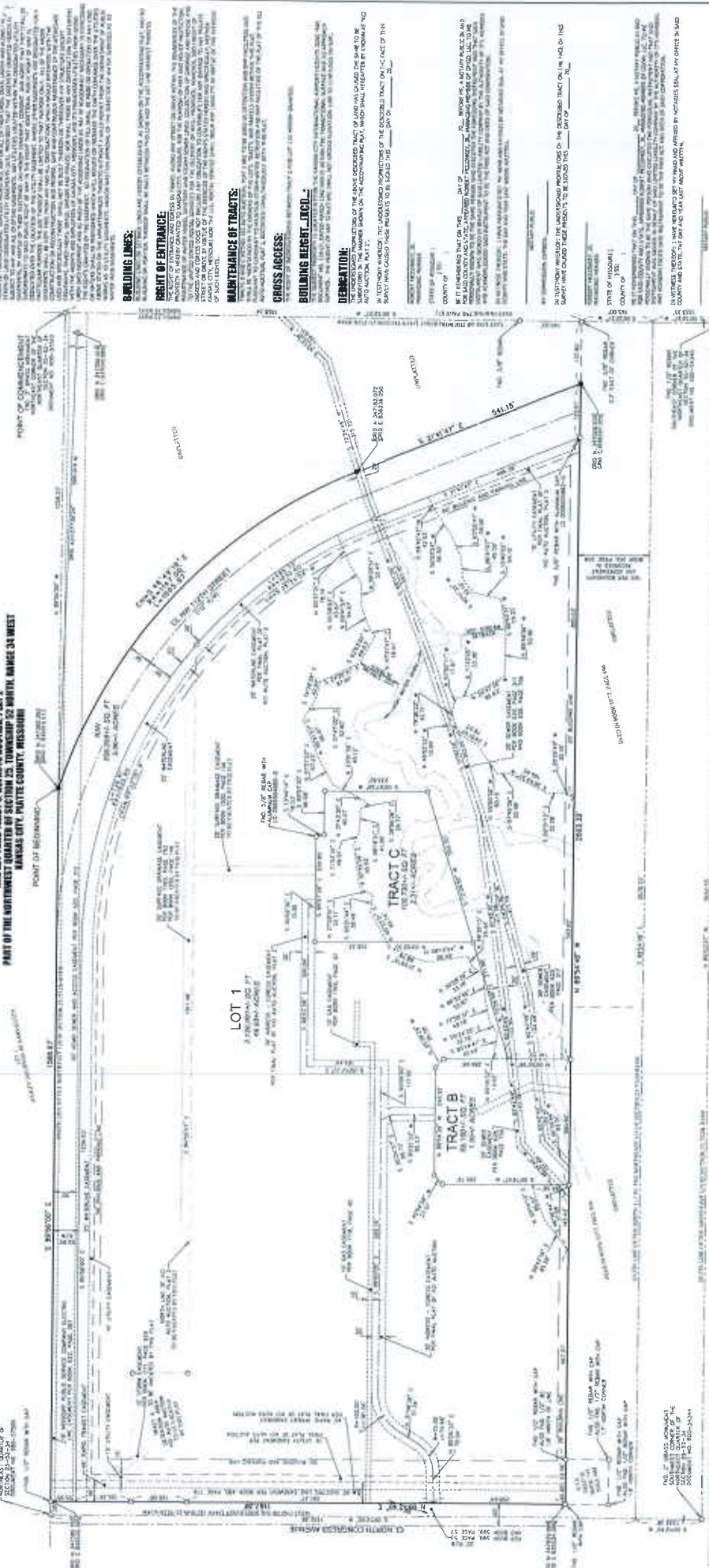
A TRACT OF LAND LOCATED IN PART OF THE NORTH 70 ACRES OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 52 NORTH, RANGE 34 WEST OF THE FIFTH PRINCIPAL MERIDIAN, KANSAS CITY, PLATTE COUNTY, MISSOURI, SUBJECT TO AND WITH THE BENEFIT OF TERMS AND PROVISIONS OF THE BOUNDARY LINE DESCRIPTION AGREEMENT RECORDED IN BOOK 343, PAGE 208 OF THE PLATTE COUNTY RECORDS, AND BEING ALL OF TRACTS A AND B, KCI AUTO AUCTION, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI, AND BEING ALL OF LOT 1 AND TRACT C, KCI AUTO AUCTION, PLAT 2, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, NORTH 89°56'00" WEST, 1059.23 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A CURVE LENGTH OF 1005.97 FEET, AND A RADIUS OF 1147.00 FEET, WITH A CHORD BEARING OF SOUTH 46°49'19" EAST; THENCE SOUTH 21°41'47" EAST, 541.15 FEET TO A POINT LYING 165.00 FEET NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25, AS DESCRIBED BY THE BOUNDARY LINE DESCRIPTION AGREEMENT RECORDED IN BOOK 343, PAGE 208 OF THE PLATTE COUNTY RECORDS; THENCE NORTH 89°54'48" WEST ALONG SAID LINE, 165.00 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25, 2503.32 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH CONGRESS AVENUE, AS NOW ESTABLISHED, SAID POINT BEING 30.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°12'40" EAST, 1167.38 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, SAID POINT BEING 30.00 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, SOUTH 89°56'00" EAST, 1588.67 FEET TO THE POINT OF BEGINNING AND CONTAINS 59.05 ACRES, MORE OR LESS.

EXHIBIT "B"

KCI AUTO AUCTION, PLAT 3
 A REPLAT OF TRACTS 2 AND 3, KCI AUTO AUCTION,
 A PART OF THE NORTHWEST QUARTER OF SECTION 28,
 T40N, R10W, MISSOURI COUNTY, MISSOURI



EASEMENTS DEDICATION:
 THE EASEMENTS DEDICATED BY THIS PLAT ARE INTENDED TO BE PERPETUAL AND SHALL RUN WITH THE LAND. THE EASEMENTS ARE GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE. THE EASEMENTS ARE GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE.

RIGHT OF ENTRANCE:
 THE RIGHT OF ENTRANCE IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE. THE RIGHT OF ENTRANCE IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE.

MAINTENANCE OF TRACTS:
 THE MAINTENANCE OF TRACTS IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE. THE MAINTENANCE OF TRACTS IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE.

CROSS ACCESS:
 THE CROSS ACCESS IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE. THE CROSS ACCESS IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE.

BUILDING HEIGHT LIMIT:
 THE BUILDING HEIGHT LIMIT IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE. THE BUILDING HEIGHT LIMIT IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE.

DEDICATION:
 THE DEDICATION IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE. THE DEDICATION IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE.

PLAT DESCRIPTION:
 THIS PLAT DESCRIBES A PORTION OF THE NORTHWEST QUARTER OF SECTION 28, T40N, R10W, MISSOURI COUNTY, MISSOURI. THE PLAT IS A REPLAT OF TRACTS 2 AND 3, KCI AUTO AUCTION, A PART OF THE NORTHWEST QUARTER OF SECTION 28, T40N, R10W, MISSOURI COUNTY, MISSOURI. THE PLAT IS A REPLAT OF TRACTS 2 AND 3, KCI AUTO AUCTION, A PART OF THE NORTHWEST QUARTER OF SECTION 28, T40N, R10W, MISSOURI COUNTY, MISSOURI.

CITY PLAN COMMISSION:
 THE CITY PLAN COMMISSION HAS REVIEWED THIS PLAT AND HAS APPROVED IT FOR RECORDATION. THE CITY PLAN COMMISSION HAS REVIEWED THIS PLAT AND HAS APPROVED IT FOR RECORDATION.

COUNCIL:
 THE COUNCIL HAS REVIEWED THIS PLAT AND HAS APPROVED IT FOR RECORDATION. THE COUNCIL HAS REVIEWED THIS PLAT AND HAS APPROVED IT FOR RECORDATION.

AVIATION AND HORSE EASEMENT:
 THE AVIATION AND HORSE EASEMENT IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE. THE AVIATION AND HORSE EASEMENT IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE.

REFERENCE BEARING:
 THE REFERENCE BEARING IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE. THE REFERENCE BEARING IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE.

FLOOD INFORMATION:
 THE FLOOD INFORMATION IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE. THE FLOOD INFORMATION IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE.

PUBLIC WORKS DEPARTMENT:
 THE PUBLIC WORKS DEPARTMENT HAS REVIEWED THIS PLAT AND HAS APPROVED IT FOR RECORDATION. THE PUBLIC WORKS DEPARTMENT HAS REVIEWED THIS PLAT AND HAS APPROVED IT FOR RECORDATION.

POWER AND ASSOCIATES, LLC:
 THE POWER AND ASSOCIATES, LLC HAS REVIEWED THIS PLAT AND HAS APPROVED IT FOR RECORDATION. THE POWER AND ASSOCIATES, LLC HAS REVIEWED THIS PLAT AND HAS APPROVED IT FOR RECORDATION.

PRELIMINARY TOWN REVIEW:
 THE PRELIMINARY TOWN REVIEW IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE. THE PRELIMINARY TOWN REVIEW IS GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE.

REVISIONS:
 THE REVISIONS ARE GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE. THE REVISIONS ARE GRANTED TO THE PUBLIC AND SHALL NOT BE SUBJECT TO REVERSION OR EXTINGUISHMENT BY NON-USE.

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Recorded in Platte County, Missouri

Recording Date/Time: 08/28/2015 at 03:57:37 PM

Instr Number: 2015011645

Book: 1249 Page: 311

Type: DE ESMT

Pages: 3

Fee: \$30.00 S



Grantor: DMGD LLC

Grantee: KANSAS CITY MISSOURI CITY OF

KC



Gloria Boyer,
Recorder of Deeds

Recording Cover Sheet

Title of Document: Aviation and Noise Easement

Date of Document: May 29, 2014

Grantor: DMGD, LLC
GDDM, LLC

Grantee: CITY OF KANSAS CITY, MISSOURI

Grantee's Mailing Address:

City Clerk
City Hall, 414 East 12th Street, 25th Floor
Kansas City, Missouri 64106

Legal Description: A tract of land located in part of the north 70 acres of the northeast quarter of Section 25, Township 52 North, Range 34 West of the Fifth Principal Meridian, Kansas City, Platte County, Missouri, subject to and with the benefit of terms and provisions of the boundary line description agreement recorded in Book 343, Page 208 of the Platte County records, and being all of Lot 1, KCI Auto Auction, Plat 3, a subdivision in Kansas City, Platte County, Missouri

Reference Book/Page: Not applicable

AVIATION AND NOISE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

GDDM, LLC, and **DMGD, LLC** of 2215 S. Hayford Rd., Spokane, WA 99224, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, hereby grant, bargain, sell, convey and confirm unto KANSAS CITY, MISSOURI, a Municipal Corporation, its successors and assigns forever, a perpetual public use easement or right-of-way for the free and unobstructed passage and effect of the flight of aircraft, of whatever ownership and whether now known or hereafter used for navigation of or flight in the air, in, through, over and across the airspace above the following described parcel of real property, lying, being, and situated in the County of Platte and State of Missouri, to wit:

A TRACT OF LAND LOCATED IN PART OF THE NORTH 70 ACRES OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 52 NORTH, RANGE 34 WEST OF THE FIFTH PRINCIPAL MERIDIAN, KANSAS CITY, PLATTE COUNTY, MISSOURI, SUBJECT TO AND WITH THE BENEFIT OF TERMS AND PROVISIONS OF THE BOUNDARY LINE DESCRIPTION AGREEMENT RECORDED IN BOOK 343, PAGE 208 OF THE PLATTE COUNTY RECORDS, AND BEING ALL OF TRACTS A AND B, KCI AUTO AUCTION, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI, AND BEING ALL OF LOT 1 AND TRACT C, KCI AUTO AUCTION, PLAT 2, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, NORTH 89° 56'00" WEST, 1059.23 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A CURVE LENGTH OF 1005.97 FEET, AND A RADIUS OF 1147.00 FEET, WITH A CHORD BEARING OF SOUTH 46° 49'19" EAST; THENCE SOUTH 21° 41'47" EAST, 541.15 FEET TO A POINT LYING 165.00 FEET NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25, AS DESCRIBED BY THE BOUNDARY LINE DESCRIPTION AGREEMENT RECORDED IN BOOK 343, PAGE 208 OF THE PLATTE COUNTY RECORDS; THENCE NORTH 89° 54'48" WEST ALONG SAID LINE, 165.00 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25, 2503.32 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NORTH CONGRESS AVENUE, AS NOW ESTABLISHED, SAID POINT BEING 30.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00° 12'40" EAST, 1167.38 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, SAID POINT BEING 30.00 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, SOUTH 89° 56'00" EAST, 1588.67 FEET TO THE POINT OF BEGINNING AND CONTAINS 59.05 ACRES, MORE OR LESS.

This easement for the free and unobstructed passage and effect of the flight of aircraft shall not be applied so as to deny to the Grantor the right of and privilege to build, install or erect buildings and other structures and improvements on said real property in accordance with the approved zoning plan therefore; and any amendments thereto.

The rights herein granted shall include the right in such airspace or other airspace, to allow, make and emit such noise as maybe inherent to the operation of aircraft now known or hereafter used for navigation of or flight in the air; reserving, however, to the Grantor, during the term of said easement, such use, rights, and privileges in said land or real property as may be exercised and enjoyed without interference with or abridgment of the rights hereby granted.

The Grantor, and for and on behalf of the Grantor's successors and assigns, covenants, bargains and agrees that the Grantor is the owner in fee simple of the above described premises and that at the time of the ensembling and delivery of these presents has full ownership right and power to grant, bargain, sell and convey the easement as aforesaid free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind of nature, and the Grantor covenants and agrees with the Grantee, its successors and assigns, to warrant and forever defend against all and every person or persons.

IN TESTIMONY WHEREOF, the undersigned proprietor has hereunto subscribed its name this 29 day of May, 2014.

OWNER: DMGD, LLC
A Missouri limited liability company
And

GDDM, LLC
A Missouri limited liability company

BY: [Signature]
Printed Name: Robert McConkey

ATTEST: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this 29 day of May, 2014, before me, appeared Robert McConkey to me personally known, and who, being by me duly sworn, did say that he is the Managing Member of GDDM, LLC, a limited liability company, and of DMGD, LLC, a limited liability company, to me personally known to be the same person who executed the foregoing instrument and that said instrument was signed on behalf of said limited liability company by the authority of its members and acknowledged said instrument to the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Spokane, County, ~~Missouri~~, the day and year first above written.

WASH:
[Signature]
Notary Public in and for said County and State

My Commission Expires: 10.13.15

