



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1060375-CHI2

COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

Arbitration provision intentionally removed.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company
National Commercial Services

Issuing Office's ALTA® Registry ID:

Commitment/File No: NCS-1060375-CHI2

1220 Northwest Main Street

SCHEDULE A

1. Effective Date: April 06, 2021, at 8:00 AM
2. Policy or Policies to be issued: POLICY AMOUNT
 - a. ALTA Owner's Policy of Title Insurance (6-17-06) \$ 1,000.00
Proposed Insured: Scannell Properties LLC, an Indiana limited liability company
 - b. ALTA Loan Policy of Title Insurance (6-17-06) \$ 1,000.00
Proposed Insured: To Be Determined
3. The estate or interest in the Land described or referred to in this Commitment is
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Lowkap LLC, a Missouri limited liability company
5. The Land is described as follows:

in the County of Jackson, State of Missouri, as described in Exhibit A attached hereto and made a part thereof.

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company
National Commercial Services

Issuing Office's ALTA® Registry ID:

Commitment/File No: NCS-1060375-CHI2

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If there has been construction, improvements or repairs to or on the property in the last 12 months, or a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing. If the property is 1-4 family residential, a Mechanic's Lien Indemnity Agreement secured by a satisfactory Letter of Credit will need to be furnished to the company. If the property is not 1-4 family residential, either the aforesaid secured indemnity or satisfactory financial statements, indemnities, affidavits and possibly lien waivers, will need to be furnished to the company. Failure to notify the company in writing before closing will invalidate any mechanic's lien coverage given in the policy.
6. In order to delete Exceptions 1, 5 and 6 on Schedule B - II, the Company requires a properly completed and executed Owner's Affidavit in a form that is acceptable to the Company.
7. In regard to Scannell Properties, LLC, we require the following:
 - A) Furnish a copy of the Articles of Organization and the Operating Agreement.
 - B) Furnish a Certificate of Good Standing from the Indiana, Secretary of State's office.
 - C) Furnish a resolution of the members authorizing the proposed transaction.
 - D) The proposed transaction should be executed by all the members of the LLC unless provided otherwise in the operating agreement. If the members of the above referenced limited liability company are entities other than individuals, additional requirements will be made.

Upon review of these items we reserve the right to make further requirements.

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8. In regard to Lowkap, LLC, we require the following:

- A) Furnish a copy of the Articles of Organization and the Operating Agreement.
- B) Furnish a Certificate of Good Standing from the Missouri, Secretary of State's office.
- C) Furnish a resolution of the members authorizing the proposed transaction.
- D) The proposed transaction should be executed by all the members of the LLC unless provided otherwise in the operating agreement. If the members of the above referenced limited liability company are entities other than individuals, additional requirements will be made.

Upon review of these items we reserve the right to make further requirements.

9. It is our understanding that only a portion of the premises in question is to be the subject of the proposed transaction.

Furnish a Survey prepared by a registered land surveyor dated no more than 90 days prior to the closing date of subject transaction and certified to the proposed insured(s) and First American Title Insurance Company, meeting the minimum standards for ALTA/NSPS surveys.

The survey must establish a satisfactory land description which precisely sets forth the location of the land's boundaries.

Upon receipt thereof the Company reserves the right to make additional requirements/exceptions as it may deem necessary.

10. Proof of payment of the special assessments for Lee's Summit, Missouri.

CLOSING INFORMATION NOTE: If the closing for the Land is to be conducted by First American Title Insurance Company, we require all monies due to be in the form of a cashier's check or wire transfer. If the parties use a cashier's check in lieu of wired funds, it may take 24-48 hours to verify with the institution issuing the check that we have good funds. **We are unable to close until we receive this verification and THIS MAY DELAY CLOSING.**

The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire" we cannot accept financial responsibility for delays in the clearing of funds.

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First American

Schedule BI & BII (Continued)

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company
National Commercial Services**

Issuing Office's ALTA® Registry ID:

Commitment/File No: NCS-1060375-CHI2

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. The lien of the general taxes for the year 2021, and thereafter.

General, state, county and city taxes and assessments for the year 2020 in the amount of \$44.10 are PAID. Parcel No. 52-900-03-02-01-0-00-000 (Part of Tract 1 - land includes other tax parcel number)

General, state, county and city taxes and assessments for the year 2020 in the amount of \$54.00 are PAID. Parcel No. 52-900-03-01-01-0-00-000 (Part of Tract 1 and Tract 2)

General, state, county and city taxes and assessments for the year 2020 in the amount of \$193.96 are PAID. Parcel No. 52-900-02-03-00-0-00-000 (Part of Tract 3)

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General, state, county and city taxes and assessments for the year 2020 in the amount of \$979.52 are PAID. Parcel No. 52-900-02-04-00-0-00-000 (Part of Tract 3)

8. The lien of the City of Lee's Summit, Missouri special assessment taxes, if any.
9. Terms and Provisions as set forth in Easement and Right-of-Way Agreement, by and between Minnie Kuckolman and The City of Lee's Summit, Missouri, recorded May 23, 1962 as Document No. 790128.
10. Easement and Right of Way to Missouri Public Service Company as set out in Circuit Court Case No. 128423, notice of which is given by Report of Commissioners recorded July 20, 1962 as Document No. 793980 in Book 1580, Page 145.
11. An Easement to the City of Lee's Summit, Missouri recorded December 30, 1964 in Document No. 851383 in Book 1732, Page 692.
12. The terms and provisions contained in the document entitled "Permit for Sewer" recorded January 22, 1965 as Document No. 852760 in Book 1736, Page 599 of Official Records.
13. An Easement to Missouri Public Service Company recorded October 1, 1975 in Document No. I1223549 in Book I625, Page 1278.
14. An Easement to the City of Lee's Summit recorded January 11, 1979 in Document No. I364968 in Book I903, Page 399.
15. An Easement to the City of Lee's Summit recorded January 11, 1979 in Document No. I364969 in Book I903, Page 401.
16. An Easement to UtiliCorp United Inc. recorded February 27, 1990 in Document No. I962910 in Book I1999, Page 1595.
17. An Easement to UtiliCorp United Inc. recorded February 27, 1990 in Document No. I962911 in Book I1999, Page 1598.
18. An Easement to UtiliCorp United Inc. recorded February 27, 1990 in Document No. I962912 in Book I1999, Page 1601.
19. An Easement to Utilicorp United Inc. recorded February 27, 1990 in Document No. I962914 in Book I1999, Page 1607.
20. Water Line Easement to the City of Lee's Summit recorded September 17, 1996 in Document No. I0058573 in Book I2897, Page 2185.
21. Sanitary Sewer Easement to the City of Lee's Summit recorded September 17, 1999 in Document No. 1999I0076164.

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22. Temporary Construction Easement to the City of Lee's Summit recorded September 17, 1999 in Document No. 1999I0076165.
23. An Easement for Electric & Communications Lines to UtiliCorp United Inc. recorded December 20, 2000 in Document No. 2000I0084247.
24. An Easement for Electric & Communications Lines to Aquila, inc., formerly UtiliCorp United Inc. recorded July 6, 2004 in Document No. 2004I0064967.
25. Easements as set out by the document recorded November 9, 2006 as Document No. 2006E0120455.
26. A right-of-way to the City of Lee's Summit, Missouri in the document recorded July 18, 2013 as Document No. 2013E0075030 of Official Records.
27. A right-of-way to the City of Lee's Summit, Missouri in the document recorded July 18, 2013 as Document No. 2013E0075031 of Official Records.
28. Storm Drainage Easement to the City of Lee's Summit, Missouri recorded July 18, 2013 in Document No. 2013E0075033.
29. Permanent telecommunications easement as created in an Easement Deed by Court Order in Settlement of Landowner Action filed January 25, 2013 in The United States District Court for the Western District of Missouri Western Division Civil Action No. 4: 00-cv-00042-HFS and recorded September 12, 2013 as Document No. 2013E0096532, together with the terms, provisions and conditions as set forth therein.
30. An Easement to Kansas City Power & Light Company recorded September 2, 2014 in Document No. 2014E0071853.
31. A right-of-way to the City of Lee's Summit, Missouri in the document recorded July 3, 2018 as Document No. 2018E0058211 of Official Records.
32. Temporary Construction Easement to the City of Lee's Summit, Missouri recorded July 3, 2018 in Document No. 2018E0058212.
33. Any reference to acreage or area in the description of the land in Schedule A is for informational purposes only and the accuracy of the area stated is not insured.
34. Tenancy rights, either as month to month, or by virtue of written leases of persons in possession of any part of the subject property.

NOTE: If any requirements shown on Schedule B-Section I of this Commitment are not complied with, then the requirement or the matters constituting the requirement will be shown as an exception or exceptions on the Policy or Policies provided the Company elects to issue such Policy or Policies.

ALTA Commitment for Title Insurance

ISSUED BY

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First American

Exhibit A

First American Title Insurance Company
National Commercial Services

Issuing Office's ALTA® Registry ID:

Commitment/File No: NCS-1060375-CHI2

TRACT 1:

THE NORTH 25.5 ACRES OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING EAST OF MISSOURI PACIFIC RAILROAD RIGHT-OF-WAY IN SECTION 31, TOWNSHIP 48, RANGE 31, IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, EXCEPT A TRACT DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTH 25.5 ACRES OF THE NORTHEAST 1/4 OF SOUTHWEST 1/4, LYING EAST OF MISSOURI-PACIFIC RAILROAD RIGHT OF WAY IN SECTION 31, TOWNSHIP 48, RANGE 31 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 48, RANGE 31, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SAID 1/4 1/4 SECTION, A DISTANCE OF 914.5 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID 1/4 1/4 SECTION, 411.0 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, SAID TRUE POINT OF BEGINNING BEING IN THE WESTERLY LINE OF PUBLIC ROAD; THENCE NORTH 31 DEGREES 00 MINUTES WEST ALONG AND WITH THE WESTERLY LINE OF PUBLIC ROAD, A DISTANCE OF 267.0 FEET TO A POINT 688.79 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF SOUTHWEST 1/4 SECTION; THENCE WEST PARALLEL TO SAID NORTH LINE OF 1/4 1/4 SECTION, 731.4 FEET TO A POINT IN THE EASTERLY LINE OF MISSOURI-PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTHEASTERLY WITH SAID RAILROAD RIGHT OF WAY, ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 3175.4 FEET), A DISTANCE OF 234.0 FEET TO A POINT 914.5 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF SOUTHWEST 1/4 SECTION: THENCE EAST ALONG THE SOUTH LINE OF 25.5 ACRES TRACT, 812.7 FEET TO THE TRUE POINT OF BEGINNING, AND EXCEPT THAT PART IN STREETS AND ROADS.

TRACT 2:

ALL THAT PART OF LOT 2 OF THE SOUTHEAST QUARTER (SW 1/4) (AS SHOWN ON THE GOVERNMENT SURVEY) OF SECTION 31, TOWNSHIP 48, RANGE 31 IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, LYING EAST OF THE MISSOURI PACIFIC RAILROAD COMPANY RIGHT-OF-WAY, EXCEPT THAT PART IN STREETS AND ROADS.

TRACT 3:

ALL OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 LYING EAST OF RAILROAD RIGHT-OF-WAY IN SECTION 31, TOWNSHIP 48, RANGE 31, IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, EXCEPT THAT PART IN STREETS AND ROADS.

(LEGAL DESCRIPTION FOR CONVENIENCE ONLY - SEE REQUIREMENT NO. 9, SCHEDULE B - PART I)