
Title of Document: Declaration of Covenants and Easements

Date of Document: July __, 2023

****Grantor(s): INDEPENDENCE SAFETY STORAGE NORTH II, L.L.C., a Missouri limited liability company***

Grantor(s) Mailing Address: 1120 Eagle Ridge Blvd., Grain Valley, Missouri 64029

****Grantee(s): INDEPENDENCE SAFETY STORAGE NORTH II, L.L.C., a Missouri limited liability company***

Grantee(s) Mailing Address: 4200 Little Blue Parkway, Independence, Missouri 64057

Legal Description: See attached Exhibit A.

Reference Book and Page(s):

DECLARATION OF COVENANTS AND EASEMENTS

THIS DECLARATION OF COVENANTS AND EASEMENTS is made this ____ day of July, 2003 by Independence Safety Storage North II, L.L.C., a Missouri limited liability company (“Declarant”) having an address of 1120 Eagles Ridge Boulevard, Grain Valley, Missouri 64029.

WITNESSETH:

WHEREAS, Declarant holds title in fee simple to certain property located within the boundaries of Lee's Summit, Missouri, a municipality located in Jackson County, Missouri; more particularly described on Exhibit A, hereto (the "Property"); and

WHEREAS, the Property is comprised over more than one parcel, with all such parcels are identified in Exhibit A, hereto; and

WHEREAS, there is a detention pond and parcel (the "Detention Tract") located with the boundaries of the Property and is legally described in Exhibit B, hereto; and

WHEREAS the Declarant desires that the current and future owners of the parcels and interests within the Property (the "Owners") share responsibility for the maintenance and upkeep of the Detention Tract; and

WHEREAS Declarant desires to provide for easements for access, repairs, encroachments and other incidental purposes; and

WHEREAS Declarant intends to allow the Owners the maximum flexibility in self-governance, but desires to provide the Owners with adequate protection of their interests.

NOW THEREFORE, Declarant declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, liens and charges which shall be binding on themselves, their heirs, personal representatives, successors in interest, and assigns, forever, and which shall run with the land forever and inure to benefit of the Owners:

1. **Maintenance of Detention Tract.** The respective Owners (other than the record owner(s) of interest in the Detention Tract) shall equally bear the cost of maintaining the Detention Tract and in the event that the Detention Tract should be injured or damaged by a cause other than the intentional act or negligence of any Owner, the same shall be repaired or rebuilt at the cost of the Owners apportioned among them relative to the percentage the square footage such owner's parcel may bear in relation to square footage of the Property without the inclusion of the Detention Tract, provided that any sum received from insurance against such injury or damage shall first be applied to such repair or rebuilding.
2. **Negligent Acts.** If the negligence or intentional act of the Owner shall cause damage to any of the Detention Tract and improvements thereon, then such owner shall bear the entire cost of repair or rebuilding of the Detention Tract and improvements thereon.
3. **Mechanics' Liens.** All sums and amounts due and payable by one Owner to another hereunder, which are not paid, shall constitute a lien on such Owner's parcels and interests in favor of the other Owner(s). To evidence such lien, the Owner entitled to the lien shall prepare a written notice of lien, setting forth the amount of such unpaid indebtedness, the nature of the indebtedness, the date the indebtedness first became due, and the name of the Owner and legal description of the parcel to be made subject to the lien. Such Notice of Lien may be recorded in the office of the Clerk and Recorder of Jackson County, Missouri ten days

after demand by the Owner entitled to the lien to the other Owner for such payment. Such lien shall be deemed however to have attached from the date on which payment of the indebtedness first became due. Such lien may be enforced by the foreclosure of the lien in like manner as a mortgage on real property subsequent to the recording of a notice or claim of such lien. Such lien shall be subordinate to the liens of first mortgages and first deeds of trust, but shall be superior to any Homestead exemption in accordance with the provisions of applicable Missouri law. In any such proceedings, the non-paying owner shall be required to pay the costs, expenses and reasonable attorneys fees incurred for filing the lien, and in the event of foreclosure proceedings, the additional costs, all expenses, and reasonable attorneys' fees incurred thereby. In the event that the non-paying owner satisfies the indebtedness prior to the foreclosure on the lien, the lienholder shall cause to be recorded an appropriate instrument releasing and discharging such lien.

Each Owner shall provide, within fifteen days of a written request by another Owner, a statement indicating the amount of any unpaid charges or amounts due from the requesting Owner under the terms of this Declaration, any existing defaults under this Declaration by the requesting Owner and any other information deemed proper by the responding Owner. In the event the Owner requested to provide the statement fails to do so within such fifteen days, such failure shall be deemed conclusive evidence that no amounts due under this Declaration are unpaid by the requesting owner and no defaults by the requesting owner exist under this Declaration.

4. **Insurance.** The Owners shall individually obtain and maintain at all times insurance against loss or damage by fire and such other hazards as are normally covered under "standard" coverage in an amount not less than the full insurable replacement cost of the improvements located on his parcel and comprehensive public liability and property damage insurance covering their Parcel in an amount not less than Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per injury, per person, per occurrence, covering all claims for bodily injury and/or property damage. Each Owner, within thirty (30) days of request by the other Owner, shall provide evidence of such insurance. Each Owner shall obtain a provision in their respective insurance policies providing that the policy cannot be canceled or modified unless thirty (30) days prior written notice is given to the other Owner(s).

5. **Damage or Destruction of the Improvements.** If any of the improvements or a portion thereof should be destroyed, the improvements shall be restored according to a uniform architectural plan and finish; and the cost of restoring shall be apportioned to the individual Owner according to the percentage of the square footage such Owner's parcel may bear in relation to square footage of the Property without the inclusion of the Detention Tract, as a whole; provided, however: (a) the destroyed improvements shall be restored to a value and quality at least equal to the value and quality of the improvements prior to destruction; (b) the improvements shall not be restored until the first mortgagees of the affected improvements have given their prior written approval; (c) if an improvement is damaged or destroyed by the negligence or willfulness of an Owner, said Owner shall be liable for the full expense of such repairs; and (d) any lien, right to contribution or other obligation arising hereunder shall be fully subordinate to the lien of the first mortgage, if any, encumbering any of the parcels and interests within the Property. To the extent that damage to the improvements is covered by insurance, the

full insurance proceeds, subject to the rights of the first mortgagees, shall be used to repair or restore the improvements, with any deficiency apportioned between the owners in accordance with the provisions of this paragraph.

6. **Condemnation.** If at any time or times during the term of this Declaration, all or any part of the parcels and interests within the Property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu or in avoidance of condemnation, then all compensation, damages or other proceeds of condemnation, the sum of which is referred to as the “condemnation award” below, shall be payable between the owners as follows:

- a. **Complete Taking.** In the event that the Detention Tract is taken or condemned or sold or otherwise disposed of in lieu or in avoidance of condemnation, this Declaration shall terminate and the condemnation award shall, after the deductions of commonly shared and assessed costs and fees attributable to the condemnation, be divided according to the percentage of the square footage such Owner’s parcel may bear in relation to square footage of the Property without the inclusion of the Detention Tract, as a whole.
- b. **Partial Taking.** In the event that the Detention Tract is taken or condemned or sold or otherwise disposed of in lieu or in avoidance of condemnation, this Declaration shall terminate and the condemnation award shall, after the deductions of commonly shared and assessed costs and fees attributable to the condemnation, be divided according to the percentage of the square footage such Owner’s parcel may bear in relation to square footage of the Property without the inclusion of the Detention Tract, as a whole.

7. **Alterations.** No Owner of any of the Parcels shall alter or change the Detention Tract in any manner unless otherwise agreed by all Owners.

8. **Architectural Control.** The exteriors of the improvements on all parcels and interests within the Property shall be painted in the same color scheme. The Owners shall be responsible for “spot” maintenance of the paint on their improvements at their own cost, however, in the event it becomes necessary to paint substantially all of the improvements, the cost shall be borne between the Owners according to the percentage of the square footage such Owner’s parcel may bear in relation to square footage of the Property as a whole, without the inclusion of the Detention Tract. If substantially all of the improvements are to be painted, the improvements shall be painted in a color scheme that is mutually agreed upon by the Owners. If, after a good faith attempt, the Owners cannot agree upon a color scheme, time being of the essence, the improvements shall be painted in the current color scheme or as near thereto as possible. If the Owners cannot agree upon the necessity of painting substantially all of the improvements, the dispute shall be submitted to decision by a simple majority vote of the Owner’s, without regard to the square footage owned by each Owner. Each Owner shall, at its sole cost and expense, maintain, repair and replace all exterior components of the improvements on its parcel in a clean, attractive and slightly condition.

9. **Landscaping.** The Owners may from time to time undertake such planting of trees, shrubs and lawn and general outdoor improvements as they may mutually and unanimously deem proper for the harmonious improvement of the Property in a common theme;

and each Owner shall be solely responsible for all cost and expense with respect to the maintenance, repair and general upkeep and preservation of such plantings and other outdoor improvements on the parcel(s) owned by such Owner (the "Landscaping"). No Owner shall unreasonably cause any diminishment to the value of the other Owners' parcel(s) which may result through substandard maintenance and repair of the Landscaping, and all Owners shall make reasonable efforts to preserve the clean, safe, attractive, sanitary and harmonious common appearance of the outside areas of their parcels.

10. **Easements.** For the purpose of erecting, repairing and maintaining the Detention Tract and the improvements thereon, as may be reasonably required, it is hereby reserved and each Owner hereby grants a blanket easement to the other Owner's premises. Said easement includes the right to run, affix, and maintain any pipes, tubes, conduits, cables, wires, circuits, or other improvements or facilities over, on or to the parcels and their improvements. Each Owner agrees that they will not exercise the right to such easement so as to unreasonably disturb the quiet enjoyment of the other Owners; however, nothing in this agreement shall be construed to limit the access of any Owner to make legitimate emergency repairs.

All easements created in this Declaration shall be perpetual and the covenants contained herein shall run with the land, i.e., all of the above-described parcels and interests within the Property, and shall inure to the benefit of, and be binding upon the heirs, personal representatives, successors in interest, and assigns of the owners of all parcels and interests within the Property.

11. **Trash, Rubbish, Debris and Hazardous Materials.** The Owners shall not, by commission or omission, allow the accumulation of trash, rubbish, debris or hazardous materials on their respective parcels and interests within the Property. Hazardous materials, including but not limited to oil and petroleum products, shall not be stored on the parcels and interests within the Property except in small quantities required for incidental purposes. Any trash, rubbish or debris stored outdoors on either of the parcels must be in tightly closed containers and may remain only until the next regularly scheduled trash pick-up, but in no event for more than seven (7) days. Each owner of parcels and interests within the Property covenants that it shall take all reasonable measures to ensure that his trash will not create any offensive odors or attract any pests or vermin.

12. **Restrictions.** No noxious or offensive activity shall be exist or be allowed to be carried on any part of the Property nor shall anything be done or placed on or in any part of the Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. No activity shall be conducted on any part of the Property and no improvements shall be made or shall be constructed on any part of the Property which are or might be unsafe or hazardous to any person or property. No sound shall be emitted on any part of the Property which is unreasonably loud or annoying. No odor shall be emitted on any part of the Property which is noxious or offensive to others.

13. **Mutual Cooperation.** In the event that any Owner shall need the cooperation of the other Owner(s) for the purposes of obtaining a building permit or such other license as may

be required from a governmental agency for the purpose of repairing or remodeling the improvements, the other Owner shall reasonably cooperate in obtaining such permit or license.

14. **Construction.** This Declaration shall be construed under the laws of the State of Missouri. The titles of the paragraphs are for convenience only and shall not be used to interpret this declaration. Where the context requires, any reference to gender or number includes other genders and numbers. Where consent is required by this declaration, such consent shall not be unreasonably withheld. Failure by any owner of parcels and interests within the Property to enforce a right granted by this Declaration shall not be construed as a waiver of that right; nor shall waiver of any breach of this Declaration be construed as a waiver of a subsequent breach. This Declaration only may be amended, changed, modified, or revoked by the duly recorded written agreement of all persons having a record ownership interest in the subject properties. This Declaration shall continue in effect from the date of recordation for as long as the Detention Tract shall exist, as an easement and covenant running with the land; provided, however, that nothing herein shall be construed as a conveyance by any Owner of their respective rights in or title to their parcel. If any provision of this Declaration is construed by a court of competent jurisdiction to be void or invalid, such void or invalid provision shall not affect the validity of the remaining provisions. To this end the provisions hereof are declared to be separate and severable.

15. **Declarants' Right to Amend.** Notwithstanding anything herein to the contrary, as long as the Declarant owns one of the parcels or interests within the Property, it shall have the right to amend this Declaration for the purpose of conforming to or meeting the requirements of the purchaser of the parcels and interests within the Property which the Declarant still owns or any lender, title company or loan guarantor, including, without limitation, FHA/VA, provided that the Declarant obtains, at least seven days prior to its recordation, the other owners' prior written consent for such amendment, which consent shall not be unreasonably withheld.

16. **Zoning and Compliance with Applicable Law.** No Owner shall commit any act or omission that would cause the Property to be in violation of any applicable zoning requirements. In addition, each Owner shall coordinate with the other Owners before taking any action, including modification or alteration of improvements on the Property, that would result in a change in any matter governed by applicable zoning requirements.

Each Owner agrees that they will obtain proper permits from the City of Lee's Summit, Missouri and Jackson County, Missouri for any improvements made to any parcel within the Property, if such permits are required.

17. **Real Property Taxes.** Each parcel and interest within the Property shall be separately assessed for purposes of real estate taxation. To the extent such parcels are not separately assessed for taxation and the Property as a whole shall be so assessed, each Owner shall be responsible for their pro rat share of the costs of such taxes and assessments according to the percentage of the square footage such Owner's parcel may bear in relation to square footage of the Property without the inclusion of the Detention Tract.

18. **Emergencies.** Notwithstanding any other provisions of this Declaration requiring notice to the other Owners, in the event the Detention Tract is damaged or destroyed, or a condition exists thereon, and the failure to immediately repair such damage, or perform such work to ameliorate the effects of such destruction, or remove or remedy such condition is reasonably likely to cause damage or destruction or further damage or destroy the other property or improvements, harm to persons or property, or prevent the occupancy of the other improvements affected by such damage or destruction, any Owner may take such action as is reasonably necessary to prevent such damage, destruction, harm or unsuitability for occupancy after making reasonable attempts under the circumstances to notify the other Owners of the parcels and interests within the Property.

19. **Indemnification.** Except as provided for herein, each Owner shall indemnify and hold the other Owners harmless from and against any and all liability for injury and damage to the other's real or personal property, or to any person or persons, in the event such injury or damage shall result from, arise out of, or be attributable to any action pursuant to this Declaration.

20. **Notices.** All notices, demands or other communication required pursuant to this Declaration shall be in writing and shall be delivered in person or mailed by registered or certified first class mail, postage prepaid, return receipt requested, at the Owner's parcel within the Property or such other addresses as may be designated in writing by any Owner. Any such notice shall be deemed given on the earlier of actual receipt by the intended Owner or three (3) days after being deposited in the United States mail in accordance with the provisions herein.

IN WITNESS WHEREOF, the undersigned has executed this Declaration the day and year first above written.

INDEPENDENCE SAFETY STORAGE NORTH II, L.L.C.


By: _____
Authority:

ACKNOWLEDGMENT

STATE OF Missouri)
COUNTY OF Jackson) ss.

On this 5th day of July, 2023, before me, a Notary Public in and for said County and State, personally appeared Anthony Ward, in his capacity as Authorized Member of Independence Safety Storage North II, L.L.C., a Missouri limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

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

Tresa Thornhill
Print Name: Tresa Thornhill

Notary Public in and for said
County and State

My Commission Expires:

06/11/2024

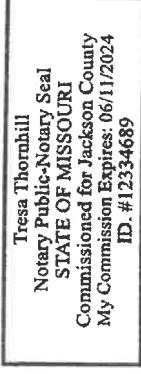


EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

TRACT 1:

ALL THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 48, RANGE 31, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI AND THE SOUTH 20 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 48, RANGE 31, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

AND

THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, EXCEPT THE SOUTH 20 FEET THEREOF, IN SECTION 29, TOWNSHIP 48, RANGE 31, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

EXCEPT THAT PART PLATTED AS LOT 1, LEE'S SUMMIT TOWN CENTRE, LOT 1 & LOT 2, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI,

AND EXCEPT ALL THAT PART PLATTED AS LEE'S SUMMIT TOWN CENTRE, LOT 3, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

AND EXCEPT ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 48 NORTH, RANGE 31 WEST IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 1 DEGREES 36 MINUTES 06 SECONDS WEST ALONG THE EAST LINE OF SAID 1/4 SECTION, A DISTANCE OF 60.00 FEET TO THE EASTERLY PROLONGATION OF THE EXISTING SOUTH RIGHT OF WAY LINE OF TOWN CENTRE BOULEVARD; THENCE NORTH 88 DEGREES 17 MINUTES 00 SECONDS WEST ALONG SAID PROLONGATION, A DISTANCE OF 30.00 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF INDEPENDENCE AVENUE AND THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING NORTH 88 DEGREES 17 MINUTES 00 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 321.81 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 81 DEGREES 36 MINUTES 09 SECONDS EAST, A CHORD LENGTH OF 170.92 FEET, A RADIUS OF 948.11 FEET, A CENTRAL ANGLE OF 10 DEGREES 20 MINUTES 34 SECONDS AND AN ARC LENGTH OF 171.15 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF SOUTH 39 DEGREES 38 MINUTES 29 SECONDS EAST, A CHORD LENGTH OF 230.70 FEET, A RADIUS OF 198.61 FEET, A CENTRAL ANGLE OF 71 DEGREES 00 MINUTES 42 SECONDS AND AN ARC LENGTH OF 246.15 FEET TO SAID WEST RIGHT OF WAY; THENCE NORTH 1

DEGREE 36 MINUTES 06 SECONDS EAST ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 193.05 FEET TO THE POINT OF BEGINNING.

TRACT 2:

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20 AND ALL THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, ALL IN TOWNSHIP 48 NORTH RANGE 31 WEST NOW IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY

MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 88 DEGREES 17 MINUTES 29 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 225.06 FEET, TO A POINT ON THE EAST LINE OF AN AVIGATION EASEMENT, AS NOW ESTABLISHED TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE NORTH 4 DEGREES 58 MINUTES 43 SECONDS WEST, (NORTH 6 DEGREES 51 MINUTES 38 SECONDS WEST DEED), ALONG THE EAST LINE OF SAID AVIGATION EASEMENT, A DISTANCE OF 501.32 FEET (506.06 FEET DEED); THENCE NORTH 3 DEGREES 09 MINUTES 35 SECONDS EAST (NORTH 1 DEGREE 40 MINUTES 13 SECONDS EAST DEED), ALONG THE EAST LINE OF SAID AVIGATION EASEMENT A DISTANCE OF 833.95 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 AND 180.24 FEET EAST OF THE NORTHWEST CORNER THEREOF, AS MEASURED ALONG SAID NORTH LINE; THENCE SOUTH 88 DEGREES 19 MINUTES 35 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 1,139.04 FEET, TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 1 DEGREE 56 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 1,332.29 FEET, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 1 DEGREE 35 MINUTES 47 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 952.77 FEET; THENCE NORTH 1 DEGREE 44 MINUTES 38 SECONDS EAST, A DISTANCE OF 116.10 FEET TO THE SOUTHEAST CORNER OF SAID AVIGATION EASEMENT; THENCE NORTH 5 DEGREES 12 MINUTES 58 SECONDS WEST (NORTH 6 DEGREES 51 MINUTES 38 SECONDS WEST DEED), ALONG THE EASTERLY LINE OF SAID AVIGATION EASEMENT, A DISTANCE OF 1,212.96 FEET, TO THE POINT OF BEGINNING.

EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 48 NORTH, RANGE 31 WEST, NOW IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED

AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 1 DEGREE 35 MINUTES 52 SECONDS WEST, ALONG THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 1,321.63 FEET, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 88 DEGREES 15 MINUTES 22 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 1,321.37 FEET, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING NORTH 88 DEGREES 15 MINUTES 22 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 225.13 FEET; THENCE NORTH 1 DEGREE 38 MINUTES 27 SECONDS EAST, A DISTANCE OF 57.99 FEET, TO A POINT OF CURVATURE; THENCE NORTHERLY AND NORTHEASTERLY, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 330 FEET AND A CENTRAL ANGLE OF 22 DEGREES 51 MINUTES 30 SECONDS, A DISTANCE OF 131.65 FEET, TO A POINT OF TANGENCY; THENCE NORTH 24 DEGREES 29 MINUTES 57 SECONDS EAST, A DISTANCE OF 158.95 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY AND NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 270 FEET AND A CENTRAL ANGLE OF 22 DEGREES 47 MINUTES 26 SECONDS, A DISTANCE OF 107.40 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 1 DEGREE 42 MINUTES 31 SECONDS EAST, A DISTANCE OF 147.52 FEET; THENCE SOUTH 88 DEGREES 17 MINUTES 29 SECONDS EAST, A DISTANCE OF 115.63 FEET, TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 1 DEGREE 35 MINUTES 47 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 585 FEET, TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT:

ALL THAT PART PLATTED AS CROSSROADS OF LEE'S SUMMIT, LOTS 1 AND 2, A SUBDIVISION IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI.

TRACT 3:

LOT 2, LEE'S SUMMIT TOWN CENTRE, LOT 1 & LOT 2, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI.

ENGINEERING SOLUTIONS
—ENGINEERING & SURVEYING—
50 SE. 10TH STREET
LEE'S SUMMIT, MO 64082
P: (816) 622-0988 F: (816) 623-0449

705 210553504

SECTION	TOWNSHIP	RANGE	COUNTY	ADD. NO.
2B	4EN	31W	Jackson	Tran Centre

DRAWN BY: M. Schlicht, PLS, PE
 SCALE: "S"=80'
 DATE OF PREPARATION: March 21, 2023

DATE OF PREPARATION	TOIN CENRE	408 NO.
March 21, 2023		

Final Plat
Town Centre Logistics
Lot 1 & Tract A
Section 29, Township 48 N, Range 31 W
Lee's Summit, Jackson County, Missouri

REVISIONS

[illegible]

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REVISIONS

[illegible]

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Town Centre Logistics
Lot 1 & Tract A
Section 29, Township 48 N, Range 31 W
Lee's Summit, Jackson County, Missouri

REVISIONS

[illegible]

EXHIBIT "A"

Legal Description for 1328 South Sherman Street

The Northeasterly 23.2 feet of the Westerly 98 feet of Lot 8, Block 17, Sherman's Subdivision;
together with the Easterly 27 feet of said Lot 8

EXHIBIT “B”

Legal Description of 1330 S. Washington Street

Lot 9, Block 17, Sherman’s Subdivision; together with the Southerly 1.8 feet of the Westerly 98 feet of Lot 8, Block 17 in said Sherman’s Subdivision